



JESSE WHITE
SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

CONTRACT #16PM022012

ORLAND PARK ILLINOIS STATE ARCHIVES INTER-AGENCY AGREEMENT

THIS LEASE AGREEMENT made and entered into by and between the **State of Illinois**, by **Jesse White, not individually but as Secretary of State**, hereinafter referred to as "**Lessee**", and the Village of Orland Park, hereinafter referred to as "**Lessor**".

ARTICLE I. DEMISED PREMISES

The Lessor, for and in consideration of the covenants, conditions, agreements and stipulations of the Lease hereinafter set forth, does hereby demise and lease unto the Lessee, the following described premises, situated in the County of Cook, State of Illinois, commonly known as 14700 S. Ravinia Avenue, Orland Park, Illinois 60462 consisting of approximately 100 square feet of office space in the Lower Level of the Orland Park Village Hall. The said space is subject to verification by the Lessee, on the property legally described as attached **EXHIBIT E**.

ARTICLE II. TERM OF LEASE

Lessee shall have and hold the above-described premises, appurtenances, hereditaments, and rights for the term of 60 months commencing July 1, 2015, and terminating on June 30, 2020, at 11:59 p.m.

ARTICLE III. USE OF PREMISES

Lessee agrees that during the term of this Lease, the premises will be occupied by the Illinois State Archives Department of the Office of the Secretary of State for the purpose of an Archives Facility. Lessee reserves the right to designate the premises for use and occupancy by any other department of the Office of the Secretary of State, at its sole discretion.

ARTICLE IV. RENT

The Lessee agrees to pay as rent for the term of the Lease the sum of Five Thousand Forty Dollars and Zero Cents (\$5,040.00); payable in 60 monthly payments, as provided in the following rent schedules, commencing on July 1, 2015, and every month thereafter, through and including June 30, 2020. Each lease year, Lessor will receive the rents for the months of July and August in the month of August. All rental payments shall be payable to Lessor, at Village of Orland Park, 14700 S. Ravinia Avenue, Orland Park, Illinois 60462.

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A. Rent Allocation Schedule

Rent Payment Allocation: 7/1/15– 6/30/20

| <u>Allocation</u> | <u>PSF/Year</u> | <u>Per Month</u> | <u>Per Year</u> |
|-------------------|-----------------|------------------|-----------------|
| Base Rent | N/A | \$ 84.00 | \$ 1,008.00 |

If this Lease is terminated, by Lessee, as hereinafter provided, the rental at the monthly rate specified shall be payable only to the date of termination of this lease.

B. Lease Amendment Agreement

Lessor and Lessee further agree to amend this Lease subsequent to its execution by a Lease Amendment Agreement. Additionally, said new document shall set forth any corrections of clerical, typographical or other non-substantive errors and omissions in the Original Executed Lease.

ARTICLE V. POSSESSION

- A. Lessee shall be entitled to possession on the first day of the term of this Lease. Should Lessor be unable to give possession, Lessee shall not be liable for rent and rent shall be prorated from date of occupancy. Upon expiration or termination of this Lease as herein provided, Lessee shall yield the demised premises back to Lessor in as good of a condition as the date of Lessee's possession except damage or loss by fire, storm, earthquake, or other casualty and ordinary wear and tear.

ARTICLE VI. PROPERTY TAXES, UTILITIES

- A. Lessor shall pay all property taxes and effectuate payment by date due and owing.
- B. All utilities (natural gas, electric, water and sewer) shall be paid for by Lessor. Lessor shall provide air conditioning and heating systems that will maintain an average temperature of 70 degrees, plus or minus 5 degrees, through all seasons.

ARTICLE VII. ADDITIONAL COMPENSATION AND/OR REIMBURSEMENT

INTENTIONALLY DELETED

ARTICLE VIII. PREMISES MAINTENANCE

- A. Lessor shall be responsible for repairs, replacements and maintenance to the interior of the premises, except repairs to the tenant's personal property and unless damage is caused by Lessee or his agents and employees, as well as damage caused by vandalism, including but not limited to elevators (if any), electric, lighting systems, windows, plate glass, doors, door checks, and plumbing systems within the demised premises. Lessee agrees to keep the premises clean and orderly. Lessee shall not allow garbage, paper, bottles, food, dirt or other items to accumulate so as to create a health or fire hazard. Maintenance to the premises shall also include replacement of light bulbs and light fixtures.

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- B. Lessor shall be responsible for repairs, replacements and maintenance to the exterior portion of the building, including the heating and air conditioning systems and roof. Lessee shall operate all heating, air conditioning, electrical and plumbing systems only in accordance with the proper procedure for the operation of the same.

ARTICLE IX. ALTERATIONS, IMPROVEMENTS, ADDITIONS

Lessee will not make any additions to the premises or any substantial improvements or alterations without the written consent of Lessor, which shall not be unreasonably withheld. Lessee represents that any such addition, alteration or improvement shall comply with all applicable state and local codes and ordinances.

ARTICLE X. INSURANCE

A. Fire and Extended Coverage

Lessor shall pay for fire insurance with extended coverage endorsements on replacement of improvements, with a company authorized to do business in the State of Illinois, in the amount of the actual replacement cost of said improvements as of the date of this agreement and adjusted annually at the current replacement cost of said improvements on each anniversary date of the insurance policy. Lessor shall provide evidence of insurance at the time the Lease is signed, including but not limited to an insurance binder setting forth such coverage, and a copy of such policy shall be delivered to Lessee within ten (10) days of execution of Lease.

Lessee shall be named as additional insured and Lessee shall be notified within ten (10) days of lapse or cancellation of said policy. Lessor shall have thirty (30) days to remedy any lapse or calculation in policy, if Lessor fails to remedy within thirty (30) days, Lessee may at their discretion, pay the insurance premium and deduct same from the rent due and owing the Lessor, or Lessee may at Lessee's discretion, terminate lease.

B. Public Liability Insurance

In addition to any other insurance, Lessor agrees to maintain in full force from the date of this Lease and throughout the term, thereof, so long as Lessee is in occupancy of any part of the premises, a policy of public liability and property damage under which Lessee will be named as additional insured. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000.00) for bodily injury or death to one or more persons, and One Hundred Thousand Dollars (\$100,000.00) with respect to damage to property. **Lessor shall provide evidence of insurance at the time the Lease is signed, including but not limited to an insurance binder setting forth such coverage, and a copy of such policy shall be delivered to Lessee within ten (10) days of execution of Lease.**

ARTICLE XI. FIRE OR OTHER CASUALTIES

- A. Should the demised premises, or any part, thereof, be damaged or totally destroyed by fire or other casualty, however caused, the rental and other payments shall cease as of that date. Unless, however, if after such occurrence, Lessee continues to occupy a portion of said premises, then the rental amount shall be apportioned according to the square footage of the office space so occupied and paid as to that part of said premises continued to be occupied until such date as the damaged or destroyed portion of the premises is repaired or restored. Whereupon, the payment of full monthly installments shall be resumed. In the event that Lessor does not or cannot rebuild the demised premises within one hundred-eighty (180) days from the date of said fire or other casualty, Lessee has a right to terminate this Lease without further obligation whatsoever. Lessor must notify Lessee within thirty (30) days of said occurrence of Lessors' intent to rebuild the premises. Lessors' failure to notify Lessee within the thirty (30) day period will be deemed by Lessee an intent not to rebuild the premises.

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ARTICLE XII. HAZARDOUS MATERIALS

A. Hazardous Material

1. Definition:

“Hazardous substance”: As defined in the comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601 (14); and the Illinois Environmental Protection Act, 415 ILC 5/3.215; §3.220; §3.225; §3.235; §3.240; §3.260; and including but not limited to asbestos or asbestos-containing materials or PCBs or PCB containing materials and all other substances defined as hazardous or toxic by any federal, state or local law now or after this date in effect, and all rules and regulations adopted pursuant to such laws.

2. Conditions:

- a. Lessor, to the best of its knowledge, has no violation of any applicable environmental, health or safety laws, or the presence of any hazardous substances on the leased premises or in the soil and ground water on or under the premises.
- b. Lessor warrants that, to the best of its knowledge, the leased premises have been and are currently in compliance with the provisions of all federal, state and local environmental, health and safety laws, and all rules and regulations promulgated there under.
- c. Lessor represents that, to the best of its knowledge, any handling, transportation, storage or use of hazardous substances on the leased premises has been and is currently in compliance with all applicable federal, state and local laws.
- d. Lessor has undertaken all appropriate inquiry into the previous ownership and use of the premises that are reasonable, ascertainable, and consistent with good commercial or customary practice.
- e. In the event that hazardous substances are discovered on the leased premises, and the presence of such substances is not attributable to any action on the part of the Lessee, Lessor shall be fully responsible for all costs, which may arise, from the presence and/or removal of such substances.
- f. Lessor shall indemnify and hold Lessee harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses which arise during or after the terms of this Lease in connection with the presence or removal of hazardous substances from the leased premises.
- g. If the leased premises are discovered at any time during the term of the Lease to contain hazardous substances, and the presence of such substances is not attributable to any action on the part of the Lessee, Lessee may, after first providing Lessor with ten (10) days written notice and a reasonable opportunity to cure, terminate this Lease immediately without penalty.
- h. Lessor is responsible for air sampling, testing, monitoring and abatement of any foreign matter identified as harmful to the quality of air within the leased premises.
- i. All of the provisions of this Lease pertaining to hazardous substances shall survive the expiration or termination of this Lease.

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ARTICLE XIII. QUIET ENJOYMENT

Lessor covenants and represents that it has full right and power to execute and perform this Lease and to grant the estate demised herein and the Lessee upon performing all the obligations and agreements as required by this Lease shall and may peaceably name, hold and enjoy the said premises for the term of this Lease, free from harassment, disturbance, or eviction by the Lessor or any other person or legal entity whatsoever other than as provided in Article XVI.

ARTICLE XIV. CONDEMNATION

If, during the term of this Lease, or any renewal thereof, the whole or part of the premises, or such portion thereof, as will make the premises unusable for the purpose leased shall be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event last occurs. Upon such occurrence, the rent shall be apportioned as of such date. Lessee may remove all of his fixtures and equipment before any such public taking and may file a claim for relocation expenses.

ARTICLE XV. ZONING

Lessor warrants that it has received no notice of any building code violations to the proposed leased premises. Lessee acknowledges that a special use permit may be required by the local municipality and shall furthermore be responsible to obtain such permit, including any and all costs associated with the special use permit, if any.

ARTICLE XVI. SUBORDINATION

This Lease and all rights of Lessee hereunder, are and shall be subject and subordinate to the lien of any first mortgage or contract, which may hereafter affect the fee title of the demised premises. Notwithstanding any default in the mortgage or contract, and any foreclosure thereof, or the enforcement of any holder thereof, of any rights or remedies there under or otherwise, Lessee shall remain in quiet and peaceful possession of the demised premises throughout the term thereof, and any extension or renewal thereof, provided that the Lessee is not in default of any of the terms or conditions of this Lease.

ARTICLE XVII. ASSIGNMENT AND SUBLETTING

Lessee retains the right to assign or sublease the premises, in whole or in part, to any other branch or agency of the government of the State of Illinois upon thirty (30) days notice to Lessor. Lessee shall not otherwise have the right to assign, or transfer this Lease, nor sublet the leased premises in whole or in part, without the prior approval of Lessor, which shall not be unreasonably withheld.

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ARTICLE XVIII. NOTICES

All notices or other communications required hereunder shall be deemed effectively given when deposited in the United States mail, in certified/registered form, return receipt requested, addressed to the parties as follows:

LESSOR: Village of Orland Park
14700 S. Ravinia Avenue
Orland Park, IL 60462

LESSEE: Jesse White, Secretary of State
Department of Property Management
501 S. 2nd St. – Howlett Building, Room 176
Springfield, Illinois 62756

ARTICLE XIX. GENERAL PROVISIONS

Notwithstanding any terms to the contrary, the following general provisions shall be obligatory by and between Lessor and Lessee.

- A. Lessee will not cause or permit any waste, misuse or neglect of the water, gas, or electricity, or other utilities, nor the fixtures for the water, gas, air conditioning and electric lights.
- B. Intentionally Deleted
- C. Intentionally Deleted
- D. The lessee at its sole option may renew this lease for a further period of Twelve (12) months, or any portion of the said Twelve (12) month period, upon the same terms and conditions, by giving a thirty (30) day notice to the Lessor, prior to the expiration of this lease.
- E. All disputed issues will be resolved in the Court of Claims of the State of Illinois.
- F. If said premises are not in good and tenantable condition at any time during the term of this Lease, Lessor will place said premises in good and tenantable condition within thirty (30) days after written notice by Lessee. If, after proper notice to the Lessor by Lessee, and the expiration of thirty (30) days, the said Lessor has not attempted to cure any defect designated by Lessee; or within ten (10) days, has not presented Lessee with an acceptable time schedule for completion, then Lessee may cure the defects at its own expense and deduct said expenses from the monthly payments for rent until said amount is paid in full. If Lessor fails to keep the premises in a good and tenantable condition, after repeated notifications by Lessee, Lessee may terminate the lease as herein provided without penalty.
- G. Lessor will immediately remove and/or correct any security, safety, or health hazards, not caused by acts or negligence of the Lessee pursuant to the Lease. Upon refusal or negligence of the Lessor to comply with any such order, within four (4) hours, the Lessee may promptly remedy such hazards and deduct the reasonable cost and expense thereof from the rents, which may become due and payable thereafter to the Lessor until the Lessee is fully reimbursed.
- H. Intentionally Deleted

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- I. It is mutually covenanted and agreed that either party may terminate this Lease effective on the last day of any calendar month by giving a ninety (90) day written notice to the other party.
- J. Intentionally Deleted
- K. Lessor shall provide:
 - 1. All normal exterminating services as requested by Lessee.
 - 2. All fire extinguishers (and other fire safety devices and maintenance of same, as required by state and local law).
 - 3. All grass cutting, shrubbery and lawn maintenance, i.e., removal of any trash or debris, which accumulates around the building or grounds.
 - 4. Snow removal of sidewalks, parking lot, sidewalks, testing area and all hard-surface areas needed for ingress and egress of vehicles.
 - 5. All parking lot maintenance (including maintaining a smooth surface, providing directional signs, parking blocks and periodic striping of parking spaces, etc.) shall be provided by Lessor, at Lessor's expense.
 - 6. Maintenance of flagpole, ropes and halyards, as needed.
- L. Lessor shall provide and pay for:
 - 1. Appropriate exterior refuse container and trash removal from premises.

ARTICLE XX. HOLDING OVER

In the event of expiration or termination by Lessor of this agreement and any extensions thereof, the Lessee may hold over for a period not to exceed Ninety (90) days, from the effective date of such expiration. The Lessor shall be notified in writing of Lessee's intention to hold over and rents shall be paid in the same manner and the same rate as specified in the Lease for the last month's rent payment. The last rent payment shall be paid on or about the date of vacating by Lessee and prorated on a daily basis for the number of days of occupancy subsequent to the due date of the preceding rent payment and shall be prorated to the actual date of termination and departure of Lessee.

ARTICLE XXI. LOSS OF FUNDING

Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or federal funding source fails to appropriate or otherwise make available sufficient funds for this Agreement.

ARTICLE XXII. OPTION TO PURCHASE

INTENTIONALLY DELETED

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ARTICLE XXIII. PREVAILING WAGE ACT:

As a condition of payment, Lessor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial cleaning services, window washing, building and grounds services site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request (30 ILCS 500/25-60 (b)). The State of Illinois has the authority to request certified payrolls. Any stipulation made by Lessor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein (820 ILCS 130/4(a)).

Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at the web site <http://www.state.il.us/agency/idol/>. You must check with the Illinois Department of Labor before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this contract.

ARTICLE XXIV. VALID DRIVER'S LICENSE:

INTENTIONALLY DELETED

ARTICLE XXV. EXHIBITS

- A. Disclosures and Conflicts of Interest
- B. Standard Certifications
- C. Real Estate Lease Form Disclosure Statement
- D. Janitorial (Intentionally Deleted)
- E. Legal Description
- F. Subcontractor Certification

ARTICLE XXVI. SUPPLEMENTAL TERMS AND CONDITIONS

A. PROHIBITION ON CONTINGENT FEES

LESSOR warrants that no person or agency has been employed or retained to solicit or obtain this LEASE upon the agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, LESSEE shall have the right to annul this LEASE without liability or, in its discretion, to deduct from the lease price for consideration, or otherwise recover, the full amount of the contingent fee.

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“Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a LESSOR for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

“Bona fide employee,” as used in this clause, means a person, employed by a LESSOR and subject to the LESSOR’S supervision and control as to time, place and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

“Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

“Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

B. DATA SECURITY STANDARDS

LESSOR hereby acknowledges the existence of LESSEE’S Data Security Standards, which have been adopted and published by LESSEE at:

http://www.cyberdriveillinois.com/publications/pdf_publications/dataaccessstandards.pdf

It shall be the responsibility of LESSOR to become informed of all such standards and procedures which may be associated with work to be performed under this LEASE and to remain in full compliance with the same at all times.

C. SECURITY POLICY

LESSOR hereby acknowledges the existence of LESSEE’S Security Policy. It shall be the responsibility of LESSOR to become informed of such Policy and to remain in full compliance with same at all times.

D. NETWORK SECURITY ASSESSMENT

LESSOR hereby acknowledges that this LEASE is contingent upon LESSOR’S satisfactory completion of LESSEE’S Network Security Assessment. It shall be the responsibility of LESSOR to provide notice to LESSEE in the event of a change in the information provided to LESSEE in any response to LESSEE’S Network Security Assessment.

E. MINIMUM INFORMATION TECHNOLOGY SECURITY REQUIREMENTS

Intentionally left blank.

F. REQUIRED FEDERAL CLAUSES, CERTIFICATIONS AND ASSURANCES

Intentionally left blank.

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ARTICLE XXVII. ENTIRE AGREEMENT

This Lease, Supplemental Terms and Conditions and any exhibits hereto, set forth all of the covenants and agreements and understandings between the Lessor and Lessee concerning the premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than that which may appear as amendments and which shall be in writing, signed by the parties and attached hereto. In the event of a conflict between the Secretary of State contractual agreement and any Lessor terms or conditions, the Secretary of State terms shall prevail and control. If there is a contradiction, conflict, or inconsistency between the Secretary of State contractual provisions and any Lessor terms and conditions, including any Lessor attachments, the contradiction, conflict, or inconsistency shall be resolved in favor of the Secretary of State contractual provisions.

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IN WITNESS WHEREOF, Lessor has executed the foregoing Lease and Lessee has caused the same to be executed in quintuplicate this _____ day of _____, 20____, in the City of _____, County of _____, and State of Illinois, and the aforesaid Agreement shall be binding upon the heirs, executors, and assigns of the respective parties.

LESSOR:

Lessor Signature (date)

Name (printed)

Title

Phone number

Fax number

Email

State of _____
County of _____
Signed and attested before me on _____
(date)

By: _____
(Seal)

Signature of Notary Public

LESSEE: STATE OF ILLINOIS
Approved by:

Jesse White, Secretary of State (date)
Acting in his capacity as Secretary of State
and not individually

Title

Recommended by Property Management:

Department Signature (date)

Name (printed)

Title

Reviewed for Legal Sufficiency for the
the Office of the Secretary of State:

Reviewed for Fiscal Sufficiency for
Office of the Secretary of State:

Name (date)

Name (date)