



JESSE WHITE
SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE

11 PM 02 3000

**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 12 months commencing July 1, 2010, and terminating on June 30, 2011, 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 One Thousand Eight Dollars and Zero Cents (\$1,008.00); payable in 12 monthly payments, as provided in the following rent schedules, commencing on July 1, 2010, and every month thereafter, through and including June 30, 2011. 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: 7/1/10 – 6/30/11

<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.

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
176 Howlett Building
Springfield, Illinois 62756

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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. Intentionally Deleted
- 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 tenable condition at any time during the term of this Lease, Lessor will place said premises in good and tenable 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 tenable 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
- I. It is mutually covenanted and agreed that Lessee may terminate this Lease effective on the last day of any calendar month by Lessee giving a ninety (90) day written notice to Lessor.
- 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.

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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. STATUTORY CERTIFICATIONS

- A. **Liability:** The Lessee does not assume any liability for acts or omissions of the Lessor and such liability rests solely with the Lessor.
- B. **Laws of Illinois:** This Agreement shall be governed in all respects by the laws of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/8).
- C. **Breach:** Any breach of this Agreement by either the Lessor or Lessee will allow the other party to terminate this Agreement without penalty and have any other available relief. Lessee or Lessor shall notify the other in writing if it deems that this Agreement has been breached. Lessor or Lessee shall have forty-five (45) days to cure such breach. Failure to declare a breach on one occasion does not act as a waiver to declare a breach on another occasion.
- D. **Conflicts Of Interest:** The Lessor agrees to comply with the provisions of the Illinois Procurement Code prohibiting conflict of interest (30 ILCS 500/50-13) and the terms, conditions and provisions of those Sections of the Code that apply to this Agreement and are made a part of this Agreement the same as though they were incorporated and included herein. If any state officer or employee has a prohibited interest, this Agreement may be canceled without charge or penalty to the State.
- E. **Bid-Rigging/Bid-Rotating:** Lessor certifies (pursuant to Section 5/33E-11 of the Criminal Code), that neither the Lessor nor any person associated with the Lessor has been barred from contracting with a unit of state or local government as a result of a violation of Section 5/33E-3 or 5/33E-4 of the Criminal Code of 1961 (730 ILCS 5/33E-3, 5/33E-4 and 5/33E-11) and that neither the Lessor nor any person associated with the Lessor is in violation of Section 500/50-25 of the Illinois Procurement Code regarding inducement to bid or not to bid on a state contract (30 ILCS 500/50-25).

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- F. **Default On Educational Loan:** The Lessor certified that this Agreement is not in violation of the statute prohibiting contracts to individuals who are in default of an educational loan (5 ILCS 385/3).
- G. **Felony:** The Lessor certifies that neither the Lessor nor any person associated with the Lessor has been convicted of a felony, or, if so convicted, at least five (5) years has passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business. (30 ILCS 500/50-10) The Lessor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five (5) years prior to the date of the bid or contract. The Lessor acknowledges that the contracting agency shall declare the contract void if this certification is false. The Lessor further acknowledges that the Principal may conduct fingerprint criminal background verification and the Lessor agrees to submit to the same. Failure to submit to such fingerprint background check will result in an immediate termination of the contract. Further, a negative criminal history report may result in immediate termination of the contract.
- H. **Drug-Free Workplace:** The Lessor agrees to provide a drug free workplace as provided in statute (30 ILCS 580/1 *et seq.*).
- I. **Americans With Disabilities Act:** Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) and the regulations there under (28CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Lease, the undersigned Lessor certifies that the building, services, programs, and activities provided under this Lease are and will continue to be in compliance with the ADA.
- J. **Anti-Bribery:** The Lessor certifies that neither the Lessor nor any person associated with the Lessor has been convicted of bribery or attempting to bribe an officer or employee of this State nor has made an admission of same (30 ILSC 500/50-5).
- K. **Discriminatory Club Act:** The Lessor certifies that neither the Lessor nor any person associated with the Lessor pay dues or fees on behalf of its employees or agents or reimburse or otherwise subsidize them for payment of dues or fees to any club which unlawfully discriminates as defined by The Illinois Human Rights Act (775 ILCS 25/2).
- L. **Illinois Human Rights Act:** The Lessor is presently in compliance with all applicable provisions of the Illinois Human Rights Act, together with all rules and regulations promulgated and adopted pursuant thereto (775 ILCS 5/2-105).
- M. **Records And Documentation:** The Lessor shall maintain, for a minimum of three (3) years after the termination of the Lease, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Lease; the Lease and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Lessor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Lease for which adequate books, records, and supporting documentation are not available to support their purported disbursement (30 ILCS 500/20-26).
- N. **International Anti-Boycott Certification Act/Export Act:** The Lessor certifies that neither the Lessor nor any substantially owned affiliated company is participating or shall participate, in an

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international boycott which is in violation of the provisions of the U.S. Export Administration Act of 1979, or the regulations of the U.S. Department of Commerce promulgated under this Act, (30 ILCS 582/5).

- O. **Solicitation For Employment:** Lessor agrees to give notice to the Lessee's Ethics Officer if Lessor or any person associated with the Lessor solicits or intends to solicit for employment any of the Lessee's employees during any part of the procurement process or during the term of the Lease.
- P. **Delinquent Payments:** The Lessor certifies that it is not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Lessor acknowledges the contracting state agency may declare the Lease void if this certification is false (30 ILCS 500/50-11, effective July 1, 2002).
- Q. **Right To Audit Records:** Lessor agrees that the State or its representative(s) shall have the right to examine any of the Lessor's records, which directly relate to this Lease.
- R. **Independent Lessor Status:** Lessor is an Independent Individual, Partnership, Corporation, Governmental Entity or Trust that has entered into a lease agreement with the Secretary of State, and neither the Lessor nor any persons employed by the Lessor shall represent themselves as employees of the State.
- S. **Prohibition Of Goods From Forced Labor Act:** The Lessor certifies in accordance with (301 ILCS 583/1 *et seq.*) that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- T. **Corporate Accountability For Tax Expenditure:** This Agreement is in compliance with requirements of the Corporate Accountability For Tax Expenditure Act. (20 ILCS 715/1 *et seq.*).
- U. **Environmental Protection Act:** This statute prohibits the bidding on or entering into contracts with the State of Illinois or a state agency by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five (5) years from the date of order. (415 ILCS 5/1 *et seq.*)
- V. **Contract With Retired Former Employees:** The Lessor certifies that he/she has informed the director of the department in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 14-108.3 or Section 16-133.3 of the Illinois Pension Code based on retirement before 1993. The Lessor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution (30 ILCS 105/15a). Individuals who receive any early retirement incentive under Section 14-108.3 or Section 16.133.3 of the Illinois Pension Code as amended by the 92nd General Assembly based on retirement in 2002 or later are prohibited from contracting with the agency.
- W. **State Prohibition of Goods from Child Labor Act:** The Lessor certifies in accordance with (301 ILCS 584/1 *et seq.*) that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.
- X. **Authorization to Conduct Business in the State of Illinois:** Lessor must be in compliance with (805 ILCS 5/*et seq.*) regarding the authority to conduct business in the State of Illinois. If applicable a Certificate of Authority to Transact Business in Illinois may be obtained by contacting the Illinois Secretary of State Business Services Division at (217/782-1834). Application Forms may be downloaded from the following web address:
http://cyberdriveillinois.com/departments/business_services/publicationsandforms/home.html

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Y. **Federal Taxpayer Identification Number and Legal Status Discovery:** Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
- 3. I am a U.S. person (including a U.S. resident alien).

4. Name: Village of Orland Park

Taxpayer Identification Number:

Social Security Number _____

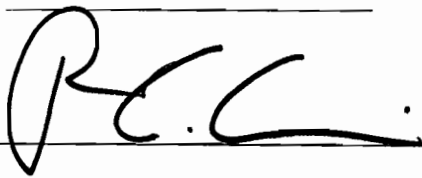
or

Employer Identification Number 36-6006035

(If you are an individual, enter your name and SSN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN or EIN. For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

- | | |
|---|--|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership/Legal Corporation | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification.) |
| <input type="checkbox"/> Other: _____ | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: 

Date: 6/9/10

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ARTICLE XXIII. OPTION TO PURCHASE

Intentionally Deleted

ARTICLE XXIV. ENTIRE AGREEMENT

This Lease, 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.

ARTICLE XXV. PREVAILING WAGE ACT:

As a condition of payment, Vendor 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)). We have the authority to request certified payrolls. Any stipulation made by Vendor 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 XXVI. VALID DRIVERS LICENSE:

If the contractual duties require the Contractor to drive a vehicle in order to perform the contractual services the Contractor must be in possession of a valid Drivers License. The Contractor shall immediately notify the Principal in the event the Contractors license is revoked, suspended, expires or is otherwise deemed invalid. Proof of the validity of the Contractors license may be required at any time during the term of this contract.

ARTICLE XXVII. EXHIBITS

- A. Disclosure Form A
- B. Disclosure Form B
- C. Disclosure Form C
- D. Disclosure Form D
- E. Legal Description

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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 7th day of June, 2010, in the City of Orland Park, County of Cook, and State of Illinois, and the aforesaid Agreement shall be binding upon the heirs, executors, and assigns of the respective parties.

LESSOR: Village of Orland Park
[Signature] 6/9/10
Lessor Signature (date)
Paul G. Grimes
Name (printed)
Village Manager
Title
(708)403-6155
Phone Number

State of Illinois
County of Cook
Signed and attested before me on 6/9/2010
(date)
By: Jacqueline L Neven
(Seal)



Signature of Notary Public

LESSEE: STATE OF ILLINOIS
Approved by:
Jesse White 6/3/10
Jesse White, Secretary of State (date)
Acting in his capacity as Secretary of State
and not individually

Title

Recommended by Illinois State Archives:

By Nicholas K. Whitlow
Nicholas K. Whitlow, Purchasing Staff

Della Jan 6/15/10
Name (date)

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

Name (date)

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EXHIBIT E

STATE OF ILLINOIS

LEGAL DESCRIPTION

**Orland Park Village Hall
14700 S. Ravinia Avenue
Orland Park, Illinois 60462**

(Exhibit A)

**STATE OF ILLINOIS
DISCLOSURES
FINANCIAL INTEREST AND POTENTIAL CONFLICTS OF INTERESTS**

This requirement applies to all contracts with the Office of the Secretary of State, submissions that do not include this information, will not be considered.

NOTE: A publicly traded entity may submit its 10k Disclosure (include proxy if referenced in 10k) in satisfaction of the disclosure requirements set forth in Disclosure Form A.

Vendor Section 1
(To be completed by Vendors only)

Disclosure of Financial Interest in the Vendor.

a. If any individuals have one of the following financial interest in the vendor (or its parent), please check all that apply and show their names and address:

- Ownership exceeding 5%
- Ownership value exceeding \$102,550.20
- Distributive Income Share exceeding 5%
- Distributive Income Share exceeding \$102,550.20
- If Not-Applicable, please checkmark here

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

b. For each individual named above, show the type of ownership/distributable income share.

Sole Proprietorship: _____ Stock: _____ Partnership: _____ Other: _____

(Explain) _____

c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its parent) as follows:

1. If the proportionate share of the named individual(s) in the ownership of the vendor (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$102,550.20 or less, check here (_____).

2. If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$102,550.20, show either:

The percent of ownership _____%,

Or

The value of the ownership \$ _____

Section 2

(To be completed by Individuals and Vendors)

NOTE: Completion of this section is required for all Individuals/Contractors unless a 10k disclosure is submitted. Please attach additional pages if needed.

Circle YES or NO to indicate which, if any, of the following potential conflicts of interest relationships apply:

a. Have you held State employment, currently or in the previous three years, including contractual employment of services? *If YES, please list the name of the individual and provide the details of the employment.*

YES NO

b. Has your spouse, father, mother, son, or daughter held State employment including contractual employment for services in the previous two years? *If YES, please list the affected individual, their relationship and the details of employment.*

YES NO

c. Have you held elective office in the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, currently or in the previous three years? *If YES, please list the individual, the office held and the dates of term.*

YES NO

d. Has your spouse, father, mother, son or daughter held any elective office in the previous two years? *If YES, please list the individuals, their relationship, the office held and the dates of term.*

YES NO

e. Have you held any appointive governmental office of the State of Illinois, the United States of America, of any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, in which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous three years? *If YES, please list the individual, the office held and the dates of the term.*

YES NO

ORLAND PARK ARCHIVES INTER-AGENCY

f. Has your spouse, father, mother, son, or daughter held appointive office within the last two years? *If YES, please list the individual, their relationship and the office held.*

YES NO

g. Have you been employed currently or in the previous three years, as or by any registered lobbyist of State government? *If YES, please list the individual, their relationship and provide details of employment.*

YES NO

h. Have you been employed currently or in the previous three years, by any election or re-election committee registered with the Secretary of State or any County Clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? *If YES, please list the individual, their relationship and provide details of employment.*

YES NO

i. Has your spouse, father, mother, son, or daughter been employed as or by any registered lobbyist in the previous two years? *If YES, please list the individuals, their relationship and provide details of employment.*

YES NO

j. Has your spouse, father, mother, son, or daughter been a compensated employee in the last two years of any election or re-election committee registered with the Secretary of State or the Federal Board of Elections? *If YES, please list the individual, their relationship and provide details of employment.*


YES NO

This Disclosure is submitted on behalf of:

Village of Orland Park
(Name of Vendor/Contractor)

Person authorized to sign on behalf of the Vendor/Contractor:

Name (Printed): Paul S. Grimes Title: Village Manager

Signature:  Date: 6/9/10

(Exhibit B)

**STATE OF ILLINOIS
DISCLOSURES
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This requirement applies to all contracts with the Office of the Secretary of State, submissions that do not include this information, will not be considered.

You must submit this information along with your bid, contract, proposal or offer.

A. Does the vendor/contractor have current contracts (including leases) with other units of government within the State of Illinois?

YES _____ NO _____ N/A

If YES, please list each contract, showing agency name and other descriptive information, such as purchase order or contract reference number (attach additional pages as necessary).

B. Does the vendor/contractor have pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois Government?

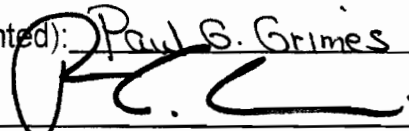
YES _____ NO _____ N/A

If YES, please list each relationship by showing the agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This Disclosure is submitted on behalf of:

Village of Orland Park
(Name of Vendor/Contractor)

Person authorized to sign on behalf of the Vendor/Contractor:

Name (Printed): Paul S. Grimes Title: Village Manager
Signature:  Date: 6/9/10

(Exhibit C)

**STATE OF ILLINOIS
DISCLOSURES
FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

Illinois Law (30 ILCS 500/50-35) requires that vendors/contractors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflicts of interest information as specified below.

Vendors/contractors shall disclose the financial, potential conflicts of interest, and contract information identified below as a condition of receiving an award or contract. Submit this information along with your bid, contract, proposal or offer.

DISCLOSURE OF COMMISSIONS

1) Vendor shall identify person(s) receiving commissions as a result of this contract:

N/A

Broker's License Number: _____


2) For each individual named above, show the distributable income:

This disclosure is submitted on behalf of:

Village of Orland Park

(Name of Vendor/Contractor)

Official authorized to sign on behalf of Vendor/Contractor:


Signature _____ Title Village Manager

Paul G. Grimes
Name (printed) _____ Date 6/9/10

