

**INTERGOVERNMENTAL AGREEMENT
TO UTILIZE SPACE
No. 6099**

The parties, Village of Orland Park, hereinafter called "Village", and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Veterans' Affairs, hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

1. **PURPOSE:** The purpose of this Agreement is to allow the State use of certain space as authorized by the 1970 Illinois Constitution, (Article VII, Section 10) and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.
2. **NOTICE:** All notices provided to be given under this Agreement shall be given by certified mail and shall be deemed received by the party designated to receive such notice three (3) days following the date of deposit in the United States Mail and addressed to the proper party, at the following address:

Village of Orland Park Attn: Village Manager 14700 S. Ravinia Orland Park, IL, 60462 Phone: 708-403-6155 Fax: 708-349-4859 Emergency: 708-403-6155	Dept. of Central Management Services Manager of Transactions 623 Stratton Office Building 401 S. Spring Street Springfield, IL 62706 Phone: 217-782-9117 Fax: 217-557-1036
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3. **PREMISES:** The Village agrees to provide for use by the State certain real property consisting of approximately 325 square feet located at 14700 S. Ravinia, Orland Park, Illinois, hereinafter called "Premises". The State shall have available for its use parking for four (4) vehicles, including two (2) handicap accessible spaces.
4. **TERM:** The term of this Agreement is for thirty-six (36) months commencing January 1, 2014 and expiring December 31, 2016.
5. **HOLDOVER:** If, after expiration of the Agreement, the State retains possession of the Premises, the Agreement shall continue in full force and effect on the same terms and conditions except the Agreement shall be on a month-to-month basis until terminated.
6. **RENT:** The Village agrees to waive rent.
7. **USE OF PREMISES:** The State agrees to use the Premises solely for the purpose of conducting State business.
8. **TERMINATION:** Either party has the option to terminate this Agreement at any time by giving thirty (30) days' prior written notice to the other party.
9. **MAINTENANCE & OPERATING FEES:** The Village shall be responsible for all maintenance and repairs of the Premises and any parking facilities, as well as all utilities and other services. The State shall be responsible for maintaining its own equipment, phone and data.
10. **MODIFICATION:** State will not make any modifications to the Premises without the prior written consent of the Village.

11. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** The Village and its subcontractors shall maintain books and records relating to the performance of the Agreement and necessary to support amounts charged to the State under the Agreement. Books and records, including information stored in databases or other computer systems, shall be maintained by the Village for a period of three years from the later of the date of final payment under the Agreement or completion of the Agreement, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the Procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Village and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records 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 Agreement for which adequate books and records are not available to support the purported disbursement. The Village or its subcontractors shall not impose a charge for audit or examination of the Village's books and records.
12. **FREEDOM OF INFORMATION ACT:** This Agreement and all related public records maintained by, provided to or required to be provided to the State, are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this Agreement.
13. **OPERATION OF PROGRAMS:** The parties' respective programs and operations are to function as complete separate entities, with no overlap of authority, duties, or responsibilities other than those contained in this Agreement.
14. **INSURANCE:** The State is self-insuring. A Certificate of Insurance of the State's self-insurance coverage will be provided upon request. Limits of coverage are in accordance with existing State of Illinois statutes.
15. **SUBROGATION:** The Village and the State hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies even if such loss or damage shall have been caused by the fault or negligence of the other party.
16. **ASSIGNMENT:** The State shall not assign or sublease its rights under this Agreement.
17. **EXHIBITS:** The following Exhibits are appended hereto and by reference made a part of this Agreement: Exhibit G Disclosure Statement; Standard Certifications for Intergovernmental Agreements; Exhibit I Federal Taxpayer Identification Number and IRS Form W9.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be made and executed by authorized parties on the dates shown below.

VILLAGE OF ORLAND PARK

Signed: _____
Printed Name: _____
Title: _____
Date: _____

STATE OF ILLINOIS, LESSEE, BY DEPARTMENT OF CENTRAL MANAGEMENT SERVICES

Signed: _____
Printed Name: Malcolm Weems
Title: Director
Date: _____

STATE OF ILLINOIS, CHIEF PROCUREMENT OFFICER *INTENTIONALLY OMITTED – N/A*

Official Signature:	_____	Designee Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Negotiated by: Bing Tie

Date: July 18, 2013

THIS STATEMENT MUST BE COMPLETED BY THE LESSOR AND SUBSCRIBED UNDER OATH BY
A MEMBER, OWNER, AUTHORIZED TRUSTEE, CORPORATE OFFICIAL, GENERAL PARTNER, MANAGING AGENT,
MANAGING MEMBER, OR AUTHORIZED ATTORNEY AGENT

Illinois Law (50 ILCS 105/3.1) requires completion of this form. Disclosure is required of the identity of every owner and beneficiary (whether an individual or entity) having any interest, real or personal, in the real estate where the leased premises are situated. Every member, shareholder, limited partner, or general partner entitled to receive more than 7½% of the total distributable income of any limited liability company, corporation or limited partnership with an interest in the lease must be disclosed. FAILURE TO ACCURATELY PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND TO PROVIDE UPDATED INFORMATION WITHIN 30 DAYS OF ANY CHANGE OF OWNERSHIP MAY RESULT IN A MATERIAL BREACH OF THE LEASE AND/OR CRIMINAL SANCTIONS.

I A. Address of Premises _____

B. Real Estate Tax Index Number(s) _____

II INDICATE INTERESTS OF ALL RECORD TITLE OWNERS, LESSOR AND ANY OTHERS IN REAL PROPERTY BY CHECKING ALL APPLICABLE BOXES AND PROVIDING REQUESTED INFORMATION AS INSTRUCTED.

[NOTE: MORE THAN ONE BOX MAY REQUIRE COMPLETION.] IF ADDITIONAL SPACE IS NEEDED TO ADEQUATELY PROVIDE REQUESTED INFORMATION, ATTACH A SEPARATE SHEET TO THIS DOCUMENT.



IDENTITY OF FEE SIMPLE RECORD TITLE HOLDER

INSTRUCTIONS: LIST NAMES OF ALL OWNERS OF RECORD & DESCRIBE MANNER OR CAPACITY IN WHICH TITLE HELD (SOLE OWNER, JOINT TENANCY, TENANTS BY THE ENTIRETY, TENANTS IN COMMON, TRUSTEE UNDER LAND TRUST, TRUSTEE UNDER INTER VIVOS OR TESTAMENTARY TRUST, ETC).



LEASE HOLDER OR SUBLESSEE

INSTRUCTIONS: LIST THE NAME(S) OF THE PRINCIPAL LESSOR (AND LESSEE IF YOU ARE A SUB-LESSEE) AND INDICATE THE BEGINNING AND ENDING DATES FOR THE TERM OF PRINCIPAL LEASE OR THE SUBLEASE TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO SUBLEASE IS REQUIRED.



LAND TRUST OR OTHER TRUST

INSTRUCTIONS: LIST THE COMPLETE NAME AND NUMBER OF TRUST AND TRUSTEE'S ADDRESS AND NAMES OF ALL BENEFICIARIES. NOTE: IF THE REAL ESTATE IS HELD IN A LAND TRUST, A SEPARATE "LAND TRUST BENEFICIAL INTEREST DISCLOSURE APPLICATION" MUST ALSO BE FULLY COMPLETED AND PROVIDED.



HOLDER OF OPTION TO PURCHASE OR INSTALLMENT CONTRACT PURCHASER

INSTRUCTIONS: DESCRIBE LESSOR'S INTEREST IN THE REAL ESTATE FULLY. LIST THE PARTIES WHO CURRENTLY OWN THE REAL ESTATE AS CONTRACT SELLER (AND ASSIGNOR IF YOU ARE AND ASSIGNEE OF CONTRACT PURCHASER) AND INDICATE THE BEGINNING AND ENDING DATES FOR TERM OF CONTRACT TOGETHER WITH AN INDICATION OF WHETHER CONSENT TO LEASE OR ASSIGNMENT IS REQUIRED OF CONTRACT SELLER. IF HOLDER OF OPTION TO PURCHASE SPECIFY EXPIRATION DATE OF OPTION.

**OTHER (PLEASE DESCRIBE IN DETAIL)**

INSTRUCTIONS: LIST THE NAME OF ALL PARTIES WHO HAVE ANY OTHER OWNERSHIP INTEREST, LEGAL OR EQUITABLE CLAIM OF ANY TYPE TO THE REAL ESTATE.

III IF A CORPORATION, PARTNERSHIP OR LIMITED LIABILITY COMPANY HAS AN INTEREST IN THE LEASE, COMPLETE THE APPROPRIATE PARAGRAPH(S)

NOTE: IN COMPLETING THIS SECTION, IF THERE IS NO READILY KNOWN INDIVIDUAL HAVING GREATER THAN 7 1/2% INTEREST IN THE ENTITY AND THE INTERESTS, STOCK, OR SHARES IN A LIMITED LIABILITY COMPANY, CORPORATION, OR GENERAL PARTNERSHIP ARE PUBLICLY TRADED -- THEN THE REQUIREMENTS OF THE DISCLOSURE MAY BE MET BY SO STATING.

CORPORATION - INSTRUCTIONS: PLEASE LIST

1. The names of the president and secretary: _____
2. The name and address of the registered agent: _____

3. The names of all shareholders entitled to receive more than 7½% of the total distributable income of the corporation: _____

4. The name of the person(s) authorized to execute the lease on behalf of the corporation: _____

LIMITED OR GENERAL PARTNERSHIP - instructions: please list

1. The names of all partners (both limited and general partners): _____
2. The names and addresses of all partners entitled to receive more than 7½% of the total distributable income of the partnership: _____

3. The name of the person(s) authorized to execute the lease on behalf of the partnership: _____

LIMITED LIABILITY COMPANY - INSTRUCTIONS: PLEASE LIST

1. The name of the managing member: _____
2. The names and addresses of all members entitled to receive more than 7½ % of the total distributable income of the limited liability company: _____
3. The name of the person(s) authorized to execute the lease on behalf of the limited liability company: _____

IV THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

ARE ANY OF THE PERSONS LISTED ABOVE ELECTED OR APPOINTED OFFICIALS, EMPLOYEES OF THE STATE OR THE SPOUSE OR MINOR CHILD OF SAME?

☐ NO ☐ YES If "YES", explain employment status and identify familial relationship.

V THIS PARAGRAPH MUST BE COMPLETED BY ALL PARTIES

I, (print name) _____, state on oath or affirm that I am (title/capacity) _____
_____ of (firm/name) _____ and that the disclosure made above is true and correct. The undersigned certifies that any additional documentation requested by the State of Illinois will be provided.

Signature

Date

Title

ACKNOWLEDGMENT

STATE OF _____

COUNTY OF _____

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that _____, who is the _____, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that as such _____, he signed, sealed and delivered the said instrument as his _____ free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this _____ day of _____, 20____.

Commission Expires: _____

Notary Public

Public Agency acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Public Agency certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, Public Agency shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Public Agency acknowledges and agrees that should Public Agency provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
- the contract may be void by operation of law,
 - the State may void the contract, and
 - the Public Agency or its agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Public Agency certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. If Public Agency employs 25 or more employees and this contract is worth more than \$5000, Public Agency certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. Public Agency certifies that the Public Agency is not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. Public Agency certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. Public Agency certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. Public Agency warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$50,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. Public Agency certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

PUBLIC AGENCY: Village of Orland Park

Signed: _____

Printed Name: _____

Title: _____ Date: _____

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).
 - For an individual, enter your name and SSN as it appears on your Social Security Card.
 - For a sole proprietor or a disregarded entity owned by an individual, enter the owner's name on "Name" line, and owner's SSN. Add name of business on "Business Name" line.
 - For a single-member LLC that is disregarded as an entity separate from its owner, or other disregarded entity not owned by an individual, enter the owner's name and EIN.
 - For a partnership or multi-member LLC, enter the partnership and EIN.
 - For an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation and attach a copy of IRS acceptance letter stating you are to be treated as a corporation under your LLC (Form CP261 or CP271).
 - For a revocable trust where grantor is trustee, enter the grantor-trustee and SSN. For other trust or estate, enter the legal entity and EIN.
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

- | | |
|---|---|
| ☐ Individual | ☐ Governmental |
| ☐ Sole Proprietor | ☐ Nonresident alien |
| ☐ Partnership | ☐ Trust/Estate |
| ☐ Legal Services Corporation | ☐ Pharmacy/Funeral Home/Cemetery (Corporation) |
| ☐ Tax-exempt | ☐ Limited Liability Company (select applicable tax classification) |
| ☐ Corporation | ☐ C = corporation |
| ☐ Medical Corporation | ☐ S = corporation |
| | ☐ P = partnership |

Signature: _____

Date: _____

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): ☐ Individual sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership): _____ ☐ Other (see instructions) ▶	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s), here (optional)		

Part I Taxpayer Identification Number (TIN)	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	
Social security number	Employer identification number

Part II Certification	
Under penalties of perjury, 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. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	
Sign Here	Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.