

**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

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 4 vehicles, including 2 handicap accessible spaces.
4. **TERM:** The term of this Agreement is for thirty six (36) months commencing January 1, 2017 and expiring December 31, 2019.
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. Per State law, such Holdover period cannot exceed a term of six (6) months.
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:** The State and the Village each 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. In addition to maintenance and repairs, the Village will also be responsible for all utilities, janitorial, scavenger and/or other services as may be required. 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. 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 subcontractors shall not impose a charge for audit or examination of 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. **ASSIGNMENT:** The State shall not assign or sublease its rights under this Agreement.
15. **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; Exhibit K Disclosure of Business Operations with Iran.

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

GOVT ENTITY (LESSOR: VILLAGE OF ORLAND PARK

Signed: Timothy J. McCarthy
Printed Name: TIMOTHY J. MCCARTHY
Title: INTERIM VILLAGE MANAGER
Date: 11/10/16

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

Signed: _____
Printed Name: Michael M. Hoffman
Title: Acting Director
Date: _____

Negotiated by: James Adams

Date: October 24, 2016

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 14700 S. Ravinia Ave, Orland Park, IL 60462
B. Real Estate Tax Index Number(s) 27-09-401-037-0000

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).

Village of Orland Park, sole owner

**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) Timothy J. McCarthy, state on oath or affirm that I am (title/capacity) Interim Village Manager of (firm/name) Village of Orland Park 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.

Timothy J. McCarthy Date 11/10/16
Signature Title
INTERIM VILLAGE MANAGER

ACKNOWLEDGMENT

STATE OF ILLINOIS

COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Timothy J. McCarthy, who is the Interim Village Manager, 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.

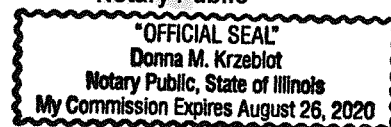
Given under my hand and seal this 10th day of November, 2016.

Commission Expires: AUGUST 26, 2020

Donna M. Krzeblot

Notary Public

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STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS**IGA No. 6099**

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/itaa. (30 ILCS 587)

PUBLIC AGENCY: (show name of Agency)

Signed: Timothy J. McCarthy

Printed Name: TIMOTHY J. MCCARTHY

Title: INTERIM VILLAGE MANAGER Date: 11/10/16

EXHIBIT I – TAXPAYER IDENTIFICATION NUMBER**IGA No. 6099**

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: Village of Orland Park**Taxpayer Identification Number:**

Social Security Number _____

or

Employer Identification Number 36-6006035**Legal Status (check one):**☐ Individual/Sole Proprietor ☐ Partnership☐ (C) Corporation ☐ Trust/Estate☐ (S) Corporation ☐ Tax-exempt☒ Governmental☐ Limited Liability Company (select applicable tax classification)☐ C = corporation☐ S = corporation☐ P = partnership☐ Other _____Signature: Timothy J. McCurdyDate: 11/10/16

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.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Village of Orland Park	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) 14700 S. Ravinia Avenue	Requester's name and address (optional)
	6 City, state, and ZIP code Orland Park, IL 60462	
	7 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 line 1 to avoid backup withholding. For individuals, this is generally 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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.


Social security number								
			-			-		
or								
Employer identification number								
3	6		-	6	0	0	6	0 3 5

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 11/8/16
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General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

EXHIBIT K - DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

IGA No. 6099

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

- ☒ There are no business operations that must be disclosed to comply with the above cited law.
☐ The following business operations are disclosed to comply with the above cited law:

Name of Disclosing Entity: Village of Orland Park

Signature Timothy J. McCarthy

Printed Name TIMOTHY J. MCCARTHY

Title INTERIM VILLAGE MANAGER Date 11/10/16

Address 14700 S. Ravinia Ave
Orland Park, IL 60462

Phone Number 708.403.6155

Email Address tmccarthy@orlandpark.org