

**INTERGOVERNMENTAL AGREEMENT
TO UTILIZE SPACE
No. L4925**

The parties, County of DuPage, hereinafter called ("County"), and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Veterans' Affairs ("DVA"), 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 County- owned 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:

County of DuPage
Attn: Facilities Management
421 North County Farm Road
Wheaton, IL. 60187
Phone: 630-407-5670

Dept. of Central Management Services
Manager of Transactions
Bureau of Property Management
313 S. Sixth Street
Springfield, IL 62701
Phone: 217-782-9117
Fax: 217-557-1036

3. **PREMISES:** The County agrees to provide for use by the State certain real property consisting of approximately four hundred (400) square feet of office space and two hundred (200) square feet of waiting room space to be shared with the DuPage County Veterans Assistance Commission space in the building known as Jack T. Knuepfer Administration Building located at 421 North County Farm Road, in the City of Wheaton, State of Illinois, hereinafter called "Premises", as graphically depicted on the site drawing attached hereto and incorporated herein as Exhibit A. The State shall have available for its use parking for five (5) vehicles, including one (1) handicap accessible spaces.
4. **TERM:** The term of this Agreement is for forty- eight (48) months commencing the first day of December 1, 2024, and expiring the thirtieth day of November 30, 2028, unless the Term shall be terminated or cancelled sooner, as hereinafter provided.
5. **HOLDOVER:** If, after expiration of the Agreement, the State retains possession of the Premises with the County's consent, 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 or renegotiated.
6. **REPLACEMENT PREMISES:** During the term of the Agreement, the County may be required to provide replacement Premises (temporary or permanently) due to maintenance, repairs or construction on the Premises, or the County's need to reallocate the original Premises' office space for a different public purpose. The replacement Premises shall be at mutually accepted locations. The Parties herein agree that any office space consisting of approximately Four Hundred (400) square feet of area located within the Jack T. Knuepfer Administration Building in Wheaton, Illinois shall be mutually acceptable at this time and in the future.
7. **RENT:** The State shall pay the County as annual rent for said Premises the sum of One Dollar and No Cents (\$1.00). All payments shall be made payable to the County of DuPage c/o Facilities Management, 421 North County Road, Wheaton Illinois 60187, the first payment being due on or before the first day of

March each year that this Agreement is in effect. As further consideration for this Agreement the Illinois Department of Veterans' Affairs, or such other successor State department or agency to the Illinois Department of Veterans' Affairs, which provides social services to Illinois veterans, shall provide valuable assistance to veterans residing in DuPage County, Illinois.

8. **AVAILABILITY OF APPROPRIATIONS; SUFFICIENCY OF FUNDS:** This Agreement is contingent upon and subject to the availability of sufficient funds. The State may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient State funds have not been appropriated to the State [or sufficient Federal funds have not been made available to the State by the Federal funding source], (ii) the Governor or the State reserves appropriated funds, or (iii) the Governor or the State determines that appropriated funds [or Federal funds] may not be available for payment. The State shall provide notice, in writing, to County of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon County receipt of notice and the State shall vacate the premises within thirty (30) business days of such termination or suspension.
9. **USE OF PREMISES:** The State agrees to use the Premises solely for the purpose of conducting State Business.
10. **TERMINATION:** Both parties have the option to terminate this Agreement at any time by giving one hundred twenty (120) days' written notice prior to termination.
11. **MAINTENANCE & OPERATING FEES:** The County shall be responsible for all maintenance and repairs of the Premises and parking facilities. In addition to maintenance and repairs, the County will also be responsible for i) electricity to the Premises as may be required by the State; ii) heating and cooling of the Premises during normal work hours when weather and temperature requires; iii) all necessary maintenance and repairs to all fixtures and equipment; excepting, however, fixtures and equipment damaged, broken, wasted or misused by reason of failure of the State, its agents, employees or guests/customers to observe due care; and iv) janitorial services to keep Premises in a clean, sightly and healthful condition. The State shall replace, at its own expense, or compensate the County for the cost of replacing, any glass or fixtures or other equipment damaged or broken, or which the State, its agents, employees, or guests/ customers permit to be damaged or broken, by the failure of the State, its agents, employees, or guests/ customers to exercise due care during their use and occupancy of the Premises.
12. **MODIFICATION:** State will not make any modifications to the Premises without the prior written consent of the County.
13. **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.
14. **CONTRACTUAL AUTHORITY:** CMS, as Lessee, shall be the only State entity responsible for payment under this Agreement, unless said Agreement is also signed by the Using Agency. In that case, the Using Agency shall be the only State entity responsible for payment under the Agreement.
15. **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.
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 A: Site Drawing; Exhibit G Disclosures Statement; Standard Certification 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:

DuPage County
421 North County Far Road
Wheaton, IL.60187
Phone: 630-407-5670

Signed: _____
Printed Name: Deborah A. Conroy
Title: Chair, DuPage County Board
Date: _____

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

Department of Central Management Services
Manager of Transactions
313 S. Sixth Street
Springfield, IL, 62701

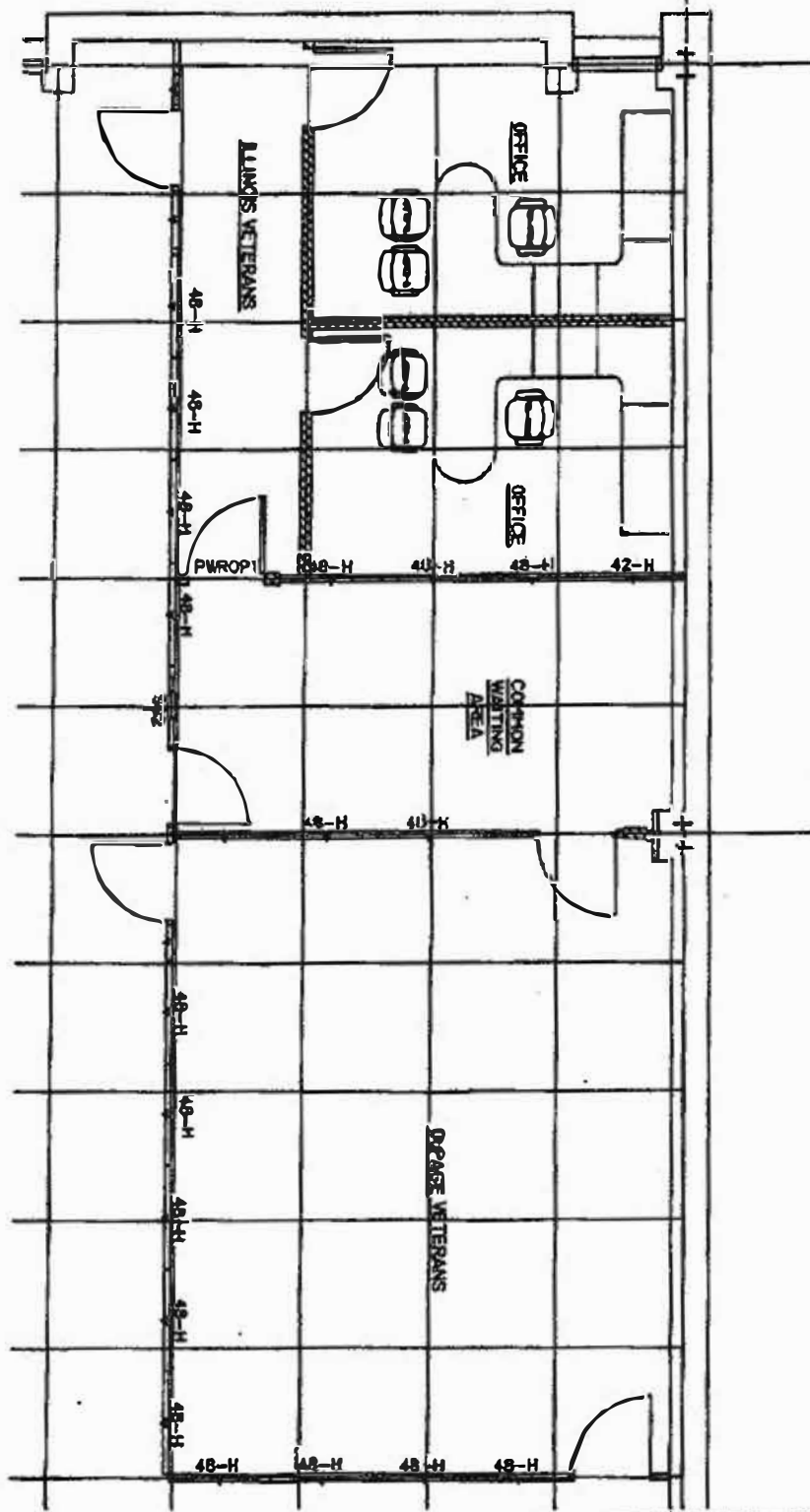
Signed: Signature on File
Printed Name: Raven DeVaughn
Title: Director
Date: 8/8/2024

Negotiated by: Dont'a Taylor

Date: 07/18/2024

EXHIBIT A

FLOOR PLAN
SCALE: 1/2" = 1'-0"



 DUPAGE COUNTY
FACILITIES MANAGEMENT
421 NORTH COUNTY FARM ROAD
630.407.5700 FAX: 630.407.5704

421 ADMINISTRATION BUILDING
VETERANS GROUPS RELOCATION
MODULE 2-600 CAFETERIA

PROJ NO:	
DATE:	07/08/10
DRN BY:	S.L.J.
FILE:	

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 421 N. County Farm Road
- B. Real Estate Tax Index Number(s) 0518107001

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).

County of DuPage, An Illinois County



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 Harbaugh, state on oath or affirm that I am (title/capacity) Deputy Director of (firm/name) DuPage County Facilities Management 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 on File

Signature Timothy Harbaugh Date 7/11/24

Title Deputy Director

ACKNOWLEDGMENT

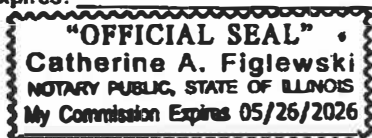
STATE OF Illinois

COUNTY OF DuPage

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Tim Harbaugh, who is the Deputy Director of Facilities Management 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 Deputy Director 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 11 day of July 2024.

Commission Expires:



(Signature on File)
Notary Public

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

IGA No. 4925

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: (show name of Agency)

Signed: Signature on File

Printed Name: Tim Harbaugh

Title: Deputy Director Date: 7/11/24

EXHIBIT I - TAXPAYER IDENTIFICATION NUMBER

IGA No. 4925

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 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: Jeffery Martynowicz

Business Name: DuPage County, Illinois

Taxpayer Identification Number:
 Social Security Number _____
 or
 Employer Identification Number 36-6006551

Legal Status (check one):

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> Individual/Sole Proprietor | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> (C) Corporation | <input type="checkbox"/> Trust/Estate |
| <input type="checkbox"/> (S) Corporation | <input type="checkbox"/> Tax-exempt |
| <input checked="" type="checkbox"/> Governmental | |
| <input type="checkbox"/> Limited Liability Company (select applicable tax classification) | |
| <input type="checkbox"/> C = corporation | |
| <input type="checkbox"/> S = corporation | |
| <input type="checkbox"/> P = partnership | |

Other _____

Signature: _____
Signature on File

Date: 7/11/24