

**INTERGOVERNMENTAL AGREEMENT
TO UTILIZE SPACE
No. 6604**

The parties, McHenry County Workforce Network, hereinafter called "McHenry County", and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Department of Employment Security, hereinafter called "State", agree to the use of the premises described herein below on the following terms and conditions.

Upon commencement, this Agreement supersedes and declares null and void existing IGA #5361.

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::

McHenry County Workforce Network
Attn: Julie Courtney
500 Russell Court
Woodstock, IL 60098
Phone: 815-338-7100
Fax: 815-338-7125
Emergency: 815-338-7100
Email: JACourtn@co.mchenry.il.us

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

County of McHenry
Attn: Joe Gottemoller
McHenry County Board Chairman
667 Ware Road
Woodstock, IL 60098
Phone: 815-334-4226

3. PREMISES: McHenry County agrees to provide for use by the State certain real property consisting of approximately 772 square feet located at 500 Russell Court, Woodstock, IL 60098, hereinafter called "Premises". The State shall have available for its use parking for 3 vehicles.
4. TERM: The term of this Agreement is for one (1) year commencing April 1, 2015 and expiring March 31, 2016.
5. RENT: The State shall pay rent to McHenry County in accordance with the attached Exhibit C. Rent shall be paid monthly, in arrears, subject to legislative appropriation, by State warrant. Send payment to: McHenry County Workforce Network, 500 Russell Court, Woodstock, IL 60098.
6. RENEWAL OPTION: The Lessee has the right to renew the Lease for a further period of one (1) year at the rate in effect during the final month of the Lease Term, subject to the following modifications: State or McHenry County may request and negotiate with the other for additional Rent or Rent concessions, subject to the maximum renewal rental rates and concessions specified in Exhibit C, provided Lessee gives ninety (90) days' written notice to Lessor of its intention to exercise such option.

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7. **FISCAL FUNDING:** This Agreement shall be subject to termination and cancellation without penalty in any year for which the General Assembly fails to make an appropriation to pay the Rent or other obligations of the State hereunder. McHenry County acknowledges that all obligations of the Agreement shall also immediately terminate in the event any Federal funding source, upon which the State is dependent to pay Rent or other charges under the terms of the Agreement, fails to appropriate or otherwise make available the funds required.
8. **USE OF PREMISES:** The State agrees to use the Premises solely for the purpose of conducting State business.
9. **TERMINATION:** The State has the option to terminate this Agreement at any time by giving (30) days' written notice prior to termination.
10. **MAINTENANCE & OPERATING FEES:** McHenry County shall be responsible for all maintenance and repairs of the Premises and any parking facilities. In addition to maintenance and repairs, McHenry County will also be responsible for all utilities, lamps and ballasts, janitorial and scavenger services, exterminating, elevator services, fire extinguisher service and maintenance, snow and ice removal from sidewalks and parking areas, maintenance of lawn and shrubs, all general maintenance and repairs not caused by the tenant's negligence, maintenance and service to all Common Area facilities and operation, and maintenance and monitoring of all security and life safety systems. The State shall be responsible for maintaining its own equipment.
11. **MODIFICATION:** State will not make any modifications to the Premises without the prior written consent of McHenry County.
12. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)** McHenry County 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 McHenry County 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. McHenry County 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. McHenry County or subcontractors shall not impose a charge for audit or examination of McHenry County books and records.
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.

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16. ASSIGNMENT: The State shall not assign or sublease its rights under this Agreement.
17. EXHIBITS: The following is appended hereto and by reference made a part of this Agreement:
Certification of No Change.

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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.

GOV'T ENTITY: McHENRY COUNTY WORKFORCE NETWORK

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

GOV'T ENTITY: McHENRY COUNTY

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

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

Signed: _____
Printed Name: Simone McNeil
Title: Acting 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: Jim Adams

Date: December 15, 2014

EXHIBIT C – PAYMENT OF RENT
IGA No. 6604

RENT SCHEDULE

Term	Rent/ RSF 772	Monthly Rent	Total Rent
April 1, 2015 – March 31, 2016	\$21.48	\$1,381,88	\$16,582.56
		Term Total:	\$16,582.56

HOLDOVER RENT

If, after the expiration of the Agreement, State retains possession of the Premises, monthly Holdover Rent, paid in arrears, will be \$21.48/RSF.

CERTIFICATION OF NO CHANGE

IGA No: 6604 Amendment #: N/A

Address: 500 Russell Court,
Woodstock, Illinois Using Agency: Dept. of Employment
Security

I hereby attest as follows:

- All forms of documentation relating to ownership, ~~including, but not limited to, any disclosure forms pertaining to financial interests and potential conflicts of interest of all persons having an ownership interest and~~ currently on file with the Department of Central Management Services remain true and in full force and effect. *Partial text intentionally omitted.*
- Record title and ownership of the leased Premises, including, if applicable, the type of business entity comprising the Lessor, has not changed or been modified by sale, assignment or otherwise since the date of execution of the aforesaid Agreement by Lessor.
- Any and all certifications of Lessor submitted with the original Agreement remain in full force and effect.
- The representations contained herein are made by Lessor as an inducement to the State of Illinois to rely on same to the exclusion of requiring Lessor to execute formal updated disclosure documents.

EXECUTION OF THIS CERTIFICATION OF NO CHANGE SERVES TO CONSTITUTE AN ACKNOWLEDGEMENT BY LESSOR THAT ANY OMISSIONS OR INACCURACIES IN STATEMENTS SET FORTH HEREIN SUBJECT LESSOR TO THE RIGHTS AND REMEDIES OF THE STATE OF ILLINOIS, AS LESSEE, WITH RESPECT TO A MATERIAL BREACH OF THE SUBJECT AGREEMENT.

LESSOR: MCHENRY COUNTY WORKFORCE NETWORK

Signature: _____ Title: _____

Printed Name: _____ Date: _____

**SIGNED and SWORN TO
before me, a Notary Public,
this ____ day of _____,
2015.**

Notary Public