

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

**Karen McConnaughay
Chairman, Kane County Board**

Name of Document: Intergovernmental Agreement to
Utilize Space (Workers Comp. Commission)
Submitted by: Tim Harbaugh
Date Submitted: _____

Examined by: KC Shepp
(Print name)
[Signature]
(Signature)
10-27-2011
(Date)

Post on Web: Yes No Atty. Initials KCS

Comments: To be approved at the Nov., 2011
County Board meeting.

Chairman signed: Yes No _____
(Date)

Document returned to: _____

**INTERGOVERNMENTAL AGREEMENT
TO UTILIZE SPACE
No.**

The parties, County of Kane, hereinafter called County, and the State of Illinois, acting by its Department of Central Management Services, on behalf of the Illinois Workers' Compensation Commission, hereinafter called IWCC, 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 required hereunder are to be sent to:

Governmental Entity: Kane County
Attn: Tim Harbaugh
Address: 719 Batavia Ave
City/State, Zip: Geneva, IL 60134
Phone: 630-208-5173
Fax: 630-208-3837
Emergency: 630-816-7678

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

Copy To:
Kane County States Attorney's Office
Attn. Chief, Civil Division
100 S. Third Street
Geneva, IL 60134

3. **PREMISES:** The County of Kane agrees to provide for use by the State certain real property consisting of the area within the Kane County Courthouse, located at 100 S. Third Street, Geneva, IL 60134, hereinafter called "Premises". The State shall have available for its use parking as provided to the general public.

4. **TERM:** The term of this Agreement is for 12 months commencing October 1, 2011 and expiring September 30, 2012. Upon expiration of the Term, the State will yield possession of the premises to the County without further notice.

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 State shall pay rent to the 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:

Kane County Purchasing Department
719 Batavia Avenue
Geneva, IL 60134
Payable to: Kane County Treasurer

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. 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 assigned property solely for the purpose of conducting State business. In particular, to conduct the business of the IWCC.

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:** The County shall be responsible for all maintenance and repairs of the Premises.

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11. **MODIFICATION:** State will not make any modifications to the Premises without the prior written consent of the County.
12. **RIGHT OF ENTRY:** The County will have unlimited access to the Premises subject to all rights and privileges of the State.
13. **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65)** Lessor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Lessor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Lessor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. 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. Lessor 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 contract for which adequate books and records are not available to support the purported disbursement. The Lessor or subcontractors shall not impose a charge for audit or examination of the Lessor's books and records.
14. **FREEDOM OF INFORMATION ACT:** This contract 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 contract.
15. **CONTRACTUAL AUTHORITY:** CMS, as Lessee, shall be the only State entity responsible for payment under this contract, unless said contract is also signed by the Using Agency. In that case, the Using Agency shall be the only State entity responsible for payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Lessor.
16. **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.
17. **SECURITY:** State will adhere to State of Illinois and (Using Agency) policies relating to security and emergency situations.
18. **ASSIGNMENT:** The State shall not assign or sublease its rights under this agreement.
19. This agreement supersedes any previous or existing agreement between the parties.

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

LESSOR: (GOVT ENTITY NAME)

Signed: Kara McLomouffey
Printed Name: _____
Title: _____
Date: _____

(USING AGENCY) – only if non-consolidated. Delete if N/A

Signed: _____
Printed Name: Ronald Rascia
Title: General Counsel - IWCC
Date: _____

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

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

EXHIBIT C – PAYMENT OF RENT
IGA No.

RENT SCHEDULE

Year	Rent/ RSF (sf)	Monthly Rent	Annual Rent
Year 1 (Insert Dates)	N/A	\$1,000.00	\$12,000.00
Year 2 (Insert Dates)			
Year 3 (Insert Dates)			
Year 4 (Insert Dates)			
Year 5 (Insert Dates)			
		Term Total:	\$12,000.00

HOLDOVER RENT

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

BUSINESS HOURS

The cost of services specified in Article 3.01 shall be borne by the Lessor if supplied during regular "Business Hours" (defined as from 8:30 a.m. through 5:00 p.m. Monday through Friday.