



## Part 1: Scope/Compensation/Term

**1. Scope of Services and Responsibilities.** CMAP and the PARTNER agree as specified in Part 3.

**2. Compensation and Method of Payment.** Compensation (if any) shall be as specified in Part 4. Payment will be made within thirty (30) days of receipt of invoice unless there is a discrepancy regarding the invoice. Transfer of funds shall be made electronically. CMAP certifies the following information:

Bank Name: BMO Harris

Telephone No.: 877-895-3275

Account No.:2033876

Bank ACH Routing No.: 071000288

CMAP email address for confirmation: [accounting@cmap.illinois.gov](mailto:accounting@cmap.illinois.gov)

## 3. Tax Identification Number.

CMAP certifies that:

- a) The number shown on this form is a correct taxpayer identification, **and**
- b) It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified CMAP that it is no longer subject to backup withholding, **and**
- c) It is a U.S. entity (including a U.S. resident alien).

Name: Chicago Metropolitan Agency for Planning

Taxpayer Identification Number: 13-4331367

DUNS No.: 06-858-7112

Legal Status: Local Government

**4. Term of Agreement.** The term of this Agreement shall be five (5) years from the date of execution unless terminated earlier as provided for in Paragraph 11 "Termination" herein.

**5. Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP and the PARTNER and be incorporated by written amendment, signed by the parties.

## Part 2: General Conditions

The following are general conditions of approval, procedural guidelines, and specific terms of Agreement to which all projects are subject. Signatories of this Agreement certify that these general conditions will be adhered to unless amended in writing.

**1. Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement

of the terms and conditions of the Agreement between CMAP and the PARTNER and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement

- a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The PARTNER shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the PARTNER to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
- b) CMAP and the PARTNER assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
- c) Changes: CMAP and the PARTNER may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the PARTNER and a written amendment will be prepared for Agreement between CMAP and the PARTNER for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
- d) Changes to any portion of this Agreement shall not be binding upon CMAP and the PARTNER except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the PARTNER.
- e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

**2. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**3. Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The PARTNER will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.

**4. Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the PARTNER; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under

specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.

**5. Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the PARTNER. CMAP and the PARTNER reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.

**6. Access to Records.** CMAP and the PARTNER shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:

- a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
- c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the PARTNER will have full access to and the right to examine any pertinent books, documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:
  - 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
  - 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

**7. Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The PARTNER and CMAP shall also meet the following minimum procedural requirements.

- a) **Subcontracting:** Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the PARTNER.
- b) **Procurement of Goods or Services:** For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of

\$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.

- c) Records. CMAP and the PARTNER shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
- d) No CMAP or PARTNER employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.

**8. Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the PARTNER.

**9. Method of Payment.** PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

**10. Suspension.** If the PARTNER fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the PARTNER, suspend the Agreement, pending corrective action by the PARTNER. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the PARTNER in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

**11. Termination.**

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the PARTNER for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the PARTNER all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
- c) No Further Liability. Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

**12. Remedies.** Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the PARTNER arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If

the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

**13. Equal Employment Opportunity.** The PARTNER and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the PARTNER and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The PARTNER and CMAP shall take affirmative actions to insure that applicants are employed and that employees are treated during their employment without regard to their of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The PARTNER and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**14. Small and Minority Business Enterprise.** In connection with the performance of this Agreement the PARTNER will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to insure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

**15. Political Activity.** No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

**16. Prohibited Interest.**

1. No officer or employee of CMAP or the PARTNER and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
2. No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
3. The PARTNER and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the PARTNER shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise

recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

**17. Conflict of Interest.** In order to avoid any potential conflict of interest, the PARTNER and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the PARTNER. The PARTNER shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

**18. Ownership of Documents/Title of Work.** All documents, data and records produced by the PARTNER or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the PARTNER. CMAP and the PARTNER shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the PARTNER upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of CMAP or the PARTNER, be appropriately arranged, indexed and delivered to CMAP or the PARTNER.

**19. Publication.** CMAP and the PARTNER shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The PARTNER and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.

**20. Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the PARTNER or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the PARTNER. All information secured in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by CMAP or the PARTNER. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.

**21. Reporting/Consultation.** The PARTNER shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the PARTNER fully informed as to the progress of all matters covered by this Agreement.

**22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the PARTNER offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the PARTNER. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."

**23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

**24. Independent Contractors.** Contractor's relationship to CMAP and the PARTNER in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the PARTNER. Contractor shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters

**25. Federal, State and Local Laws.** CMAP and the PARTNER warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the PARTNER shall be responsible for compliance as modifications are implemented. The CMAP or the PARTNER'S failure to comply shall constitute a material breach of this contract.

**26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.

**27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the PARTNER must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

**28. International Boycott.** The PARTNER and CMAP certify that neither or any substantially owned affiliate is participating or shall 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).

**29. Forced Labor.** The PARTNER and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the PARTNER under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**30. Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the PARTNER.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the PARTNER.

### **Part 3: Responsibilities**



The PARTNER shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

**1. Project Charter.** The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as "ATTACHMENT 1". Changes to the project charter must be jointly agreed to by CMAP and the PARTNER.

**2. Scope of Work.** Following enacting this IGA, CMAP and PARTNER will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either CMAP or the PARTNER, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request PARTNER assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) CMAP and PARTNER shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
- b) All work performed by LTA staff must be related to the scope of work.

**3. Roles and Relationship.** CMAP and the PARTNER shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.
- b) PARTNER shall assign a lead person to be the main point of contact for LTA staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the PARTNER.
- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with PARTNER.
- f) CMAP is responsible for assigning relevant LTA staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) PARTNER understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

**4. Access to resources.** LTA staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The PARTNER will provide CMAP access to data as follows:

- a) The PARTNER will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.
- b) The PARTNER will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.

- c) The PARTNER's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, PARTNER meetings, etc.) to ensure due consideration so the PROJECT is successful.

**5. Demonstration of local support.** PARTNER agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The PARTNER shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the PARTNER agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

**6. Project management and review.** CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the PARTNER staff as the PROJECT proceeds. The PARTNER in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the PARTNER with all of the consultants' deliverables, if any; at the same time they are delivered to CMAP. CMAP and PARTNER shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the PARTNER agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) PARTNER agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.

#### **Part 4. Local Contribution**

The PARTNER will be responsible for a contribution in the amount of \$[Amount] which will be deposited in the Local Technical Assistance Contribution Fund.

The Local Technical Assistance Contribution Fund supports the development and promotion of the goals and policies of the Regional Comprehensive Plan. The contribution shall be expended to address the development and transportation challenges in the northeastern Illinois region and to support those functions and programs consistent with the Regional Planning Act (70 ILCS 1707). This includes but is not limited to technical assistance programs, policy development, research and data collection, public engagement, and planning in areas such as land use, housing, economic development, preservation of natural resources, transportation, water supply, flood control, sewers, and governance in the form of model ordinances and best practices that may be enacted by local governments.

CMAP will invoice the PARTNER and the payment will be due on [Due Date]. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

**ATTACHMENT 1:**  
***Project Charter***

**ATTACHMENT 2:**  
***Applicant Invoice Information***