



Chicago Metropolitan Agency for Planning

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MEMORANDUM OF UNDERSTANDING FOR TECHNICAL ASSISTANCE LAKE COUNTY COALITION FOR HOUSING SOLUTIONS

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and Lake County (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this MOU are as follows:

1. Purpose. The purpose of this MOU is to facilitate technical assistance to the GOVERNMENTAL BODY for the Lake County Coalition for Housing Solutions which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT")

2. Term. The project is to commence as soon as practicable after the execution of this MOU and shall be undertaken and completed in such sequence as to assure their expeditious completion pursuant to the terms of this MOU. The project is expected to take twelve (12) months from the date of kick-off.

2. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Scope of Work/Responsibilities included herein as **Attachment 1** and **Attachment 2**.

3. Agreements. The General Provisions included herein as **Attachment 3**, apply to and are incorporated into this MOU with full force and effect.

List of Attachments:

Attachment 1: Scope of Work

Attachment 2: Technical Assistance Roles and Responsibilities

Attachment 3: General Terms and Conditions

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R_____
V_____
WP_____

APPROVALS:

For the GOVERNMENTAL BODY:

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name:

Government Address: _____

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

CMAP:

Authorized Signature: _____ Date: _____

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____



Chicago Metropolitan Agency for Planning

SCOPE STATEMENT

WORK PLAN NO.	PROJECT TITLE	DATE
2025.065	Lake County Coalition for Housing Solutions	2/24/2025

Module 1: Project charter

Module 2: Outputs and resources

Module 3: Work breakdown structure

Module 4: Project timeline

MODULE 1: PROJECT CHARTER

WORK PLAN NO.	PROJECT TITLE	DATE
2025.065	Lake County Coalition for Housing Solutions	2/24/2025

The Project Charter provides a high-level overview to establish a shared understanding and facilitate the formal authorization to begin detailed scoping.

General Information

Program area	Housing
Project type	Staff led with consultant support
Community Partner	Lake County

1. Project Description

A brief overview of the project as it appears in the agency's annual work plan.

CMAF will be a project manager for Lake County Coalition for Housing Solutions and is seeking consultant support. The project goal is to understand the current barriers to affordable workforce housing and develop strategies to attract more affordable workforce housing to Lake County. Key tasks include forming and facilitating the Housing Task Force and organizing two housing events. To assist this work, the consultant will design branding materials and develop a marketing campaign.

2. Assumptions and responsibilities

Identifying assumptions and the responsible parties that support them is critical to the successful completion of a project by providing a better understanding of whether the project is realistic and achievable.

NO.	ASSUMPTION / RESPONSIBILITY
1	CMAF will be the project manager and the consultant will provide staff support
2	The Task Force will be a branded entity separate from Lake County Government and CMAF .
3	The Task Force will host two events.
4	Lake County will steer this work as the Community Partner . As such, they will assign a local coordinator serving as the main point of contact for the project with access to officials and staff.
5	The Community Partner will provide access to all relevant internal data, reports, past plans, and other information necessary to successfully complete the project.
6	The Community Partner agrees to participate in public outreach and engagement efforts identified by CMAF or its consultants, including leveraging existing community events to increase community empowerment and equitable engagement.
7	There is a wide range of existing opinions on housing in Lake County careful consideration is needed to manage a coalition.

3. Constraints and exclusions

Awareness and planning for the organizational, technical, and resource constraints that limit the project's scope will allow for problem areas to be identified and addressed to reach the project goals quickly.

NO.	CONSTRAINT / EXCLUSIONS
1	Current, existing political attitudes towards housing
2	All deliverables must be done within grant timeline of 12 months

3	Next steps will be determined by funding availability
4	

4. ON TO 2050 Implementation Topics

The project activities will seek to advance the recommendations of ON TO 2050 the region's comprehensive plan by exploring and addressing implementation of the following:

Incorporate market and fiscal feasibility into planning and development processes for development that supports local and regional economic strength	
Strengthen local and regional market feasibility in planning efforts (C01.G03.R07.S022)	Attract inclusive investment and development with the creation of an economic development vision informed by transportation assets, market and fiscal feasibility, subregional markets, regional economic strengths, and distribution networks in decisions about incentives, land use, transportation, and other infrastructure recommendations.
Match regional and local housing supply with the types that residents want to promote reinvestment in vibrant communities	
Create accessible housing that meets the region's current and future demographics (C01.G02.R04.S013)	Broaden diversity in housing choices with the development of a diverse housing vision informed by current and planned housing land uses, demographics and consumer preferences, and transportation impacts of various housing types. Recommendations will include approaches to increase the number of accessible and affordable units for seniors and people with disabilities.
Invest in disinvested areas for strategic and sustainable development	
Target assistance in rapidly changing areas to preserve affordability, quality of life, and community character (C01.G01.R02.S006)	Promote community character with recommendations on policies and regulatory strategies to preserve affordability, quality of life, and community character. Recommendations will include Equitable transit-oriented development (eTOD) principals (that people of all incomes experience the benefits of dense, mixed-use, pedestrian-oriented development near transit hubs) and historic preservation approaches (redevelopment, retrofits, and adaptive reuse of buildings and property).

PROJECT CHARTER APPROVAL [CMAP INTERNAL USE ONLY – NOT INCLUDED IN IGA OR PROCUREMENT DOCUMENTS]

Program Manager:	Enrique Castillo
Executive Sponsor:	Stephanie Phifer
<i>Signature and date:</i>	

MODULE 2: OUTPUTS AND RESOURCES

WORK PLAN NO.	PROJECT TITLE	DATE
2025.065	Lake County Coalition for Housing Solutions	2/24/2025

Deliverables and needs

The outputs and resources module identifies the project deliverables, staffing, and funding resources required to complete the project.

1. Deliverables

All deliverables produced must use ADA-compliant accessibility formats, use accessible language, being language that includes everyone and is easy to understand, and may require materials to be translated into the region or area's most spoken languages.

NO.	DELIVERABLE	DESCRIPTION
1	Monthly invoices and project reports	Track and monitor the progress of the project and submit monthly invoices with progress reports (.PDF format) showing the percent of the project complete by task. Progress reports will be required to outline the work performed, upcoming tasks or milestones, status of the scope, schedule, and budget, and risk assessment with proposed mitigation.
2	Project identity	Develop project logo (.PNG and .SVG format), graphics, and document templates (.DOCX and .PPTX format).
3	Project website development	Create, develop content for, and maintain a project website (see WBS 3.05 for details).
4	Stakeholder roadmap	A report that outlines the existing stakeholders within the region.
5	Stakeholder engagement events	Organize and promote two events, secure venues, catering, and speakers, and facilitate the event. Manage stakeholder communications (emails, invitation, etc.)
6	Event collateral and meeting materials	Create promotional and presentational materials (digital and print), as well as formatted layout of data, maps and graphics that can be printed as flyers, larger scale exhibit boards, inserted in digital presentations, and posted online.
7	Housing Task Force workplan	Develop the number of meetings, agendas, topics, speakers, membership criteria, and participation stipends (if applicable)
8	Housing Task Force meetings	Help facilitate conversations and scribing the meeting.

2. Minimum Staffing needs

Project roles and subject matter experts required to produce the project deliverables and complete the project. These are the **minimum required hours**. Please provide your estimates based on your specific approach to this project, understanding that you can adjust the numbers during the project as needs arise, provided you do not fall below the minimum hours listed. Also note, individuals could serve multiple roles.

CONSULTANT				
ROLE	MIN. HRS.	MIN. NO.	DESCRIPTION	MINIMUM EXPERIENCE
Administrative Roles *multiple roles may be filled by the same individual				
Principal-in-Charge	10	1 person	Oversees the project and is responsible for signing off on project initiation, deliverables, budget, and other project characteristics.	Minimum of 5 years of professional experience managing project teams of comparable subject matter, complexity, and scale.

Project Manager	75	1 person	Leads the project team, makes sure the project meets budgetary and scheduling goals, and reviews all deliverables for content and quality control (to include copy editing and accessibility).	Minimum of 2 years professional experience managing project teams of comparable subject matter, complexity, and scale.
Project Team / Subject Matter Expert(s)				
Outreach and Engagement Specialist	50	1 person	Leads and coordinates equitable community outreach and engagement. Works to build trust with all community members and stakeholders and increases accessibility.	Minimum of 2 years of experience doing community outreach and engagement with a demonstrated ability to steward diverse community members. Fluency in English and Spanish preferred.
Graphic Designer	150	No min.	Creates and designs websites, logos, promotional and marketing materials, video productions, editing, and photography.	Minimum of 2-years of professional experience.
CMAP				
ROLE	MIN. HRS.	MIN. NO.	DESCRIPTION	
Administrative Roles				
Executive Sponsor	15	1 person	Oversees the project and is responsible for signing off on project initiation, deliverables, budget, and other project characteristics, working in conjunction with executive team.	
Program Manager	100	1 person	Oversees the project and checks in on regular basis with the CMAP Project Lead to monitor progress on the project, budget, and deliverables.	
Project Manager	150	1 person	Serves as the main point of contact for the consultant, attends project update calls and public engagement events, receives on contractor invoices, monitors the budget, and reviews all project deliverables for content and quality control.	
Communications Support	45	1 person	Manages messaging; coordinates digital and social media activities, collateral, and creative assets for the project with other communication team members (as needed).	
Planner	175	1 person	Produces the majority of the work for the project, responsible for timely production of quality deliverables.	
Grant Advisor	30	1 person	Supports the team as necessary to complete the scope.	
Lake County Government				
ROLE			DESCRIPTION	
Local Coordinator	100	1 person	Serves as the main point of contact for the project, with access to municipal officials and staff.	

3. Non-staff expenses

Non-staff project expenses that are required to produce the project deliverables and complete the project.

EXPENSE	DESCRIPTION	ALLOCATION
Travel	Site visits and fieldwork (transportation and per diem)	\$2,500
Printing and Publishing	Postcards, flyers, mailers, design, and other publication costs	\$250

4. Funding

All work must be conducted in accordance with the following funding source requirements.

Funding Source	Amount and description
Schreiber Philanthropy	Private foundation

MODULE 3: WORK BREAKDOWN STRUCTURE

WORK PLAN NO.	PROJECT TITLE	DATE
2025.065	Lake County Coalition for Housing Solutions	2/24/2025

Activities and Responsibilities

The work breakdown structure (WBS) module identifies, describes, and organizes the project components and defines the total scope of the project. The WBS includes activities related to project mobilization, project management, engagement, data collection and analysis, deliverable reviews and approvals, and implementation.

1. Mobilization activities

The project preparation activities that occur prior to project kick-off.

WBS NO.	ACTIVITY	DESCRIPTION
1.01	Executed agreement and project charter	CMAP will make a brief presentation to the Community Partner board summarizing project goals, outlining the project scope and discuss expectations of the Consultant , CMAP , and Community Partner . Community Partner will adopt resolution, and CMAP and Community Partner will sign the IGA.
1.02	Scope statement development	CMAP will develop the project scope and obtain necessary approvals. Any modifications to the scope statement will require an amendment process.
1.03	Procurement and contract execution	CMAP will issue a purchase authorization order to contract with a consultant that will lead the project
1.04	Consultant contract execution	CMAP will finalize a contract with the consultant and authorize work to begin.

2. Project management activities

On-going project management activities that will occur for the duration of the project.

WBS NO.	ACTIVITY	DESCRIPTION
2.01	Project coordination	Project Manager will hold regular coordination meetings with Community Partner and Consultant to guide the project. Said meeting shall include A) biweekly virtual project update meetings over the duration of the project B) one (1) in-person project kickoff meeting and C) at least one (1) virtual deliverable review meeting for each deliverable throughout the process. Said meetings shall continue over the duration of the project and Project Manager will develop meeting agendas and take meeting minutes.

		The in-person project kick-off meeting shall be held at the beginning of the project, including staff and other key personnel, to review the scope, gather background material, and discuss potential members for the steering committee.
2.02	Project monitoring and invoicing	<p>Project Manager will monitor the progress of the project to ensure the project is completed on time and on budget with the highest quality deliverables.</p> <p>Consultant will submit invoices to CMA monthly with all appropriate backup documentation for those costs. The Consultant will respond promptly to requests for backup documentation to process invoices.</p> <p>CMA will promptly review invoices and notify the Consultant of any deficiencies.</p>

3. Engagement activities

The project will include public outreach to ensure a full understanding of local issues outlined in the Final Key Topics section. Steps will be taken to provide the public, including members of minority populations and low-income populations, access to public information and to develop plan recommendations. The engagement process will create a foundation and a framework for future outreach to avoid disproportionately high and adverse effects in future transportation and other programs, policies, and activities.

WBS NO.	ACTIVITY	DESCRIPTION
3.01	Project identity	Develop project logo, graphics, and document templates (.DOCX and (.PPTX formats) that will create a consistent brand and style for use by CMA, local partners, and steering committee members in outreach activities.
3.02	Project website development	Create and maintain a project website to promote the project. The website should feature the branding identity, audience-tailored pages, regularly updated content, accompanying visuals/graphics/photographs, resident stories, educational videos, and document uploads (including marketing collateral, meeting agendas, event collateral and data products). Hand off maintenance and ownership responsibilities to CMA at the end of the project.
3.03	Meeting materials	Use data, maps, and graphics provided by consultant to organize and layout meeting materials that can be printed for in-person county-level outreach, used in online meetings/presentations, and/or posted on the project website. Ensure all materials are accessible. Support timely review and dissemination (emailing/printing/uploading) of materials.
3.04	Focus groups	Help facilitate conversation, scribe meeting, and develop key findings.
3.05	Stakeholder Engagement Events	There will be two events the first is a kick-off to make the community aware of the project and to gain interest for the task force and the Summit to share the findings from the focus groups.

4. Data collection and analysis activities

The activities that will be used to inform and provide a foundation to develop recommendations and produce project deliverables. A summary of the research will be included in, and the information will inform the development of, the project deliverables.

WBS NO.	ACTIVITY	DESCRIPTION
4.01	Community conditions	Consultant/CMA will compile extensive housing research, including but not limited to, socioeconomics and demographics, economic, environmental, land use, transportation and market conditions in the community.

5. Deliverable review and approval activities

Approval process activities for all project deliverables.

WBS NO.	ACTIVITY	DESCRIPTION
5.01	Draft deliverables	CMA will develop a draft of each deliverable described in the Deliverables section and will seek input on the deliverable draft and incorporate one set of consensus revisions from CMA and one set of consensus revisions from Community Partner .

5.02	Housing Task Force deliverable review meetings	CMAP will hold a steering committee meeting to provide an opportunity for the committee to discuss draft deliverables. Invitations and materials will be sent to the members of the steering committee prior to the meeting. At the meeting, the CMAP will provide a brief overview of the draft deliverable's content and members will have the opportunity to comment, ask questions, raise concerns, and suggest edits.
5.03	Finalize interim deliverables	CMAP will finalize the deliverable by incorporating one set of revisions based on the Task Force review, then one set of consensus revisions from Community Partner and one set of consensus revisions from CMAP . CMAP shall incorporate said revisions prior to moving on to the next phase and posting of the finalized interim deliverable on the project website.

MODULE 4: PROJECT TIMELINE

WORK PLAN NO.	PROJECT TITLE	DATE
2025.065	Lake County Coalition for Housing Solutions	2/24/2025

Phasing and milestones

The project timeline module outlines key milestones and phases of the project, including activity sequencing and start and completion dates.

Project kick-off	March 3, 2025
Project completion	March 3, 2026

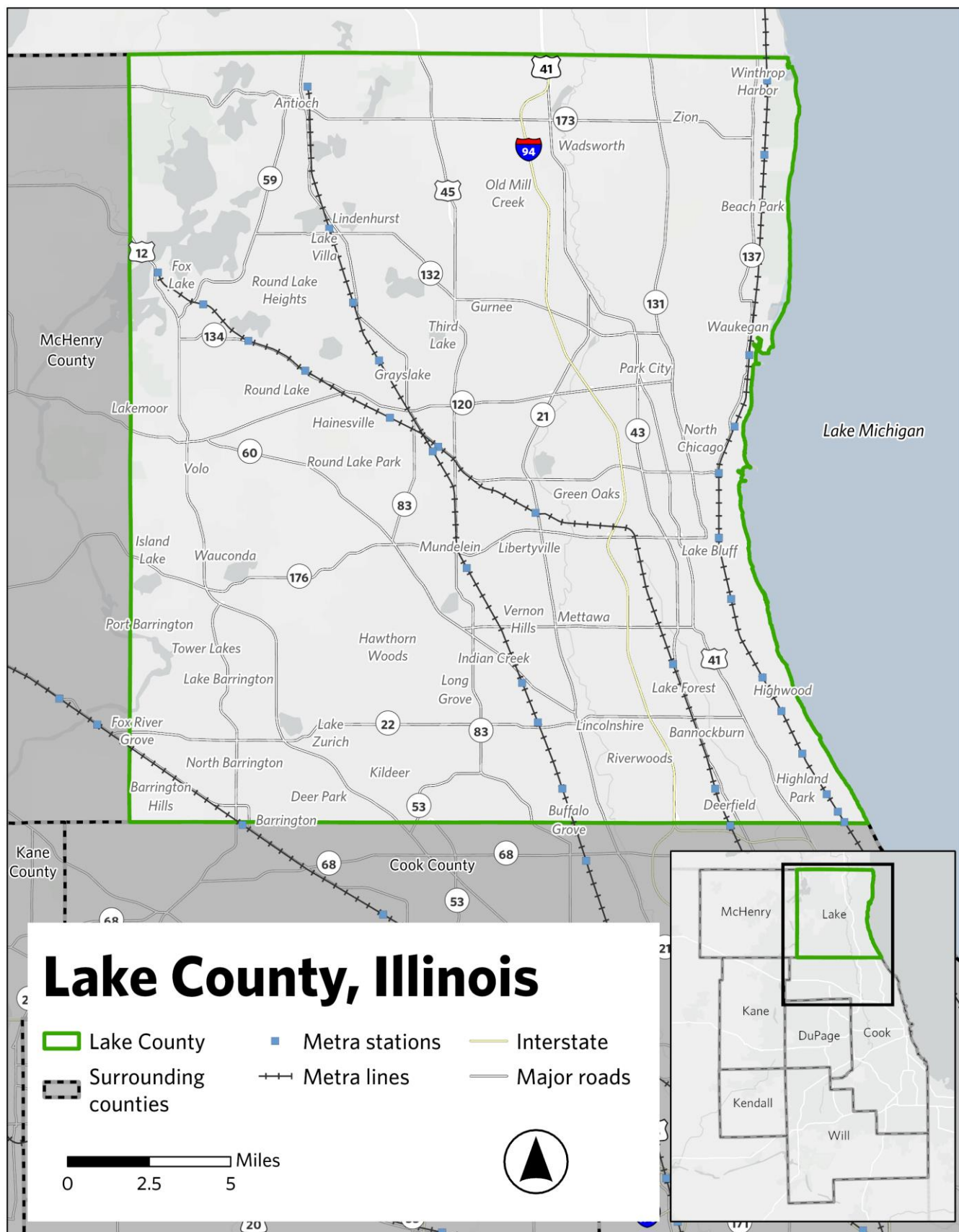
1. Deliverable completion dates

The target completion date of each deliverable by fiscal year quarters.

NO.	DELIVERABLE MILESTONES	COMPLETION
1	Deliverable: Monthly invoices and project reports	Monthly
2	Deliverable: Project identity	Q4-FY2025
3	Deliverable: Project website development	Q4-FY2025
4	Deliverable: Stakeholder engagement events	Q3-FY2026
5	Focus groups	Q2-FY2026
6	Meeting materials	Ongoing

PROJECT SCOPE STATEMENT APPROVAL

Project Manager:	Name Todd Vanadilok
Program Manager:	Name Enrique Castillo
<i>Signature and date:</i>	



Data sources: Chicago Metropolitan Agency for Planning, IDOT



Chicago Metropolitan Agency for Planning

ATTACHMENT 2: CMAP TECHNICAL ASSISTANCE ROLES AND RESPONSIBILITIES

Signatories of this Agreement (hereinafter jointly “Party” or “Parties”) certify that these roles and responsibilities for this project will be adhered to unless amended in writing.

The Parties 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 the Parties.

2. Scope of Work. Parties will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either Party, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY 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) Parties 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 CMAP staff must be related to the scope of work.

3. Roles and Relationship. Parties 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) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
- 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 GOVERNMENTAL BODY.
- f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY 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. CMAP 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 GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY'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, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

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

- a) The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY 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 GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.



Chicago Metropolitan Agency for Planning

ATTACHMENT 3: CMAP GENERAL TERMS AND CONDITIONS

Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - b) CMAP and the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
 - 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY; (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 GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY.
 - 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY.
- 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 GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 ensure 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.

- a) No officer or employee of CMAP or the GOVERNMENTAL BODY 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.
- b) 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.
- c) The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY. The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.
- 19. Publication.** CMAP and the GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. 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 GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
- 21. Reporting/Consultation.** The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY. "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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY. Contractor's 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY 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 GOVERNMENTAL BODY.

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 GOVERNMENTAL BODY.