

**DRAFT**



# Chicago Metropolitan Agency for Planning

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## EXHIBIT A

Agreement No.: [PLN-FY-XXX]

### Intergovernmental Agreement for Lake County Safety Action Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, and the County of Lake, herein called the GOVERNMENTAL BODY. The purpose of this agreement is to facilitate a partnership with the County of Lake to develop a Lake County Safety Action Plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment, USDOT program and priorities and Lake County’s Strategic Goals to work collaboratively with State, regional and local agencies and County residents to reduce the number of fatal and serious injury crashes on Lake County roadways. (hereinafter “PROGRAM”) with a local match in an amount not to exceed {amount}.

#### Required Signatures

By signing below, the GOVERNMENTAL BODY and CMAP agree to comply with and abide by all provisions set forth in Parts 1-4 herein and any Attachments thereto.

#### For the GOVERNMENTAL BODY:

_____	_____	_____
Signature	Type or Print Name of Authorized Representative	Date

#### Attest:

_____	_____	_____
Signature	Type or Print Name	Date

#### For CMAP:

_____	_____	_____
Erin Aleman Executive Director	Attest Signature	Date

- Part 1 Scope/Compensation/Term
- Part 2 General Conditions
- Part 3 Responsibilities
- Part 4 Local Match
- Attachment 1 Project Charter
- Attachment 2 Applicant Invoice Information

## Part 1: Scope/Compensation/Term

- 1. Scope of Services and Responsibilities.** CMAP and the GOVERNMENTAL BODY 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

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 six (6) months beyond the term of THE GRANT, but not to exceed 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 GOVERNMENTAL BODY 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 the PROGRAM and 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 GOVERNMENTAL BODY and it supersedes all prior

representations, understandings and communications regarding this PROGRAM and any associated PROJECTS. 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 by agreement 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 request 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 CMAP's award of THE GRANT. 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 PROGRAM or PROJECTS 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 PROGRAM ; (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 PROGRAM, who devote official time directly to the PROGRAM or PROJECTS under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROGRAM or PROJECTS are maintained by CMAP may be considered as proper costs of the PROGRAM 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 under this PROGRAM 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 shall include a GOVERNMENTAL BODY employee in all procurement processes and decisions. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from one source; or (2) after solicitation of more than one, 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.** PROGRAM expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROGRAM and PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROGRAM and 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. Further, upon notice of termination by either party, CMAP shall return to the GOVERNMENTAL BODY all unearned amounts of the 20% matching funds provided to CMAP by the GOVERNMENTAL BODY.

**12. Remedies (Jurisdiction/Venue).** 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 litigation exclusively brought in the Circuit Court for the 19<sup>th</sup> Judicial Circuit Court (located in Lake County, Illinois).

**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 PROGRAM 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.**

**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. 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 always be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractors 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 Human Rights Act and Illinois Department of Human Rights 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.

### **Part 3: Responsibilities**

The GOVERNMENTAL BODY 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 GOVERNMENTAL BODY.
- 2. Scope of Work.** Following enacting this IGA, CMAP and GOVERNMENTAL BODY will jointly determine and document the PROGRAM scope of work, timelines, projects, public engagement schedules, commitment of non-staff resources by either CMAP or the GOVERNMENTAL BODY, 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 PROGRAM and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.
  - a) CMAP and GOVERNMENTAL BODY shall jointly agree to changes to PROGRAM and PROJECT scopes or timelines; CMAP may discontinue the PROGRAM and/or projects if major deviations, changes, or expansions of scope or schedule occur.

b) All work performed by CMAP staff must be related to the PROGRAM scope of work.

**3. Roles and Relationship.** CMAP and the GOVERNMENTAL BODY 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 the counties as part of the 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 PROGRAM and PROJECTS, 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 PROGRAM and PROJECTS (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.

h) CMAP understands that the GOVERNMENTAL BODY staff will ensure consistency with applicable local plans such as the Lake County Board's Strategic Plan and the LCDOT 2040 Plan.

**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 PROGRAM and PROJECTS and will ensure that they allocate sufficient time to the PROGRAM and PROJECTS.

b) The GOVERNMENTAL BODY will provide access to all non-confidential relevant internal data, reports, and other information necessary to successfully inform the PROGRAM and complete the PROJECTS.

c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROGRAM and PROJECTS and allocate sufficient time at all GOVERNMENTAL BODY meetings to ensure due consideration so the PROGRAM and PROJECTS is successful.

**5. Demonstration of local support.** GOVERNMENTAL BODY agrees make a good faith effort to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events. In

the event that the GOVERNMENTAL BODY is unable to provide such welcoming environment, the GOVERNMENTAL BODY agrees to assist CMAP in selection of such space within the County.

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

**6. Program management and review.** CMAP will have lead responsibility for PROGRAM and PROJECT management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROGRAM and PROJECTS proceed. 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 the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROGRAM and 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 PROGRAM and PROJECTS will vary over time based on program timeline and work needs.
- b) To maintain PROGRAM and PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROGRAM and 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 plans within agreed upon timelines.

#### **Part 4. Local Match**

The GOVERNMENTAL BODY will be responsible for a local match in an amount not to exceed {amount}, being the 20% match for the county's proportionate share of THE GRANT award.

CMAP will invoice the GOVERNMENTAL BODY and the payment will be due within ninety (90) days of CMAP's successful award and execution of THE GRANT award agreement. The invoice will be sent to the person listed on "ATTACHMENT 2" herein.

**ATTACHMENT 1: PROJECT CHARTER**



**Safer Journeys for Everyone: County Action Plans**

**MODULE 1: [NAME OF COUNTY] COUNTY ACTION PLAN PROJECT CHARTER**

WORK PLAN NO.	PROJECT TITLE	DATE
TBD	[Name Of County] County Action Plan	8/31/2022

**General Information**

<b>PROJECT TYPE</b>	Consultant project
<b>PRELIM. DURATION</b>	__ months
<b>PRELIM. START DATE</b>	30 days following the full execution of a Safe Streets and Roads for All federal grant award agreement by CMAP

**1. Project Description**

If CMAP is awarded a Safe Streets and Roads for All (SS4A) grant for the [name of SS4A project], CMAP will provide technical assistance, as a consultant led project, to the [name of county] County (herein after “COUNTY”) to develop a comprehensive safety action plan aimed at preventing roadway fatalities and serious injuries in the county. The safety action plan will be based on a regional framework and will be developed to enable the county and the jurisdictions within it to meet the eligibility requirements for future federal Safe Streets and Roads for All (SS4A) Implementation Grants.

The goals of the safety action plan will specifically be to promote safety; employ low-cost, high-impact strategies that can improve safety over a wider geographic area; ensure equitable investment in the safety needs of underserved communities, which includes both underserved urban and rural communities; incorporate evidence-based projects and strategies; and align with the Federal Highway Administration’s mission and with priorities such as equity, climate and sustainability, quality job creation, and economic strength and global competitiveness.

**2. Assumptions and responsibilities**

NO.	ASSUMPTION / RESPONSIBILITY
1	The Northeastern Illinois region’s communities have reached crisis levels of traffic injuries and fatalities which continue to increase at an alarming rate. Reducing these incidents is a priority for the <b>COUNTY</b> . Therefore, the <b>COUNTY</b> joins other regional county partners to support <b>CMAP</b> ’s application to the Safe Streets and Roads for All Action Plan program.
2	The project will only proceed if <b>CMAP</b> is successful in securing a Safe Streets and Roads for All (SS4A) grant to fund it and the <b>COUNTY</b> enters into an intergovernmental agreement with CMAP to codify the terms. The terms shall include, but not be limited to, a commitment to provide the matching funds set forth in <u>Section 6</u> and a commitment to an eventual goal of zero roadway fatalities and serious injuries in the <b>county</b> .
3	The Safety Action Plan produced will build on existing efforts and will be unique to the <b>county</b> based on local issues and the level of planning already in place. However, the plan will also be based on a regional framing of

	safety issues and policy recommendations, developed in close coordination with safety and equity partners, including IDOT, and advocates, and will include an equity-centered process with supporting data to achieve the mission of the national <a href="#">Justice 40</a> Initiative.
4	<b>COUNTY</b> will support the goals and approaches outlined in this document and use this opportunity to engage diverse stakeholders throughout the county, coordinate with safety and equity partners, and actively contribute to achieving the mission of the Justice 40 Initiative through this safety planning process.
5	<b>COUNTY</b> will assign a local coordinator serving as the main point of contact for the project, with access to <b>county</b> officials and staff. The anticipated commitment for this individual is between <b>100-120</b> staff hours over the life of the project.
6	<b>COUNTY</b> will adopt a resolution approving the final Safety Action Plan and an official public commitment to an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries. The <b>COUNTY</b> will then implement the strategies outlined in the Safety Action Plan.
7	<b>CMAP</b> will serve as the fiduciary agent for the grant, submit all required documentation, and procure and manage all consultant contracts for the project.
8	<b>CMAP</b> will hire a project management oversight (PMO) consultant to serve as the CMAP representative managing the consultants, preparing the county safety action plans and the regional engagement, equity, and transparency coordination. <b>COUNTY</b> will participate in the RFP development and consultant selection process for the county safety action planning consultant.

### 3. Constraints and exclusions

NO.	CONSTRAINT / EXCLUSION
1	If <b>CMAP</b> is not successful in securing a Safe Streets and Roads for All (SS4A) grant to fund the project, another funding source would need to be identified in order to proceed.
2	This project will NOT include site engineering work, as it is not an eligible use of the proposed funds.

### 4. Safe Systems Approach

This project will be implementing the [National Roadway Safety Strategy](#) (NRSS), USDOT’s comprehensive approach to significantly reducing serious injuries and deaths on highways, roads, and streets. The Safety Action Plan will identify actions to pivot to a Safe System Approach which is inclusive of all road users in all communities and the many people who use roads and streets outside of motor vehicles. The Safe System Approach includes the objectives of:

**Safer People:** Encourage safe, responsible behavior by people who use our roads and create conditions that prioritize their ability to reach their destination unharmed.

**Safer Roads:** Design roadway environments to mitigate human mistakes and account for injury tolerances, to encourage safer behaviors, and to facilitate safe travel by the most vulnerable users.

**Safer Speeds:** Promote safer speeds in all roadway environments through a combination of thoughtful, context-appropriate roadway design, targeted education and outreach campaigns, and enforcement.

### 5. Safety Action Plan development approach

The approach to developing the Safety Action Plan will follow the FHWA’s [transportation safety planning guidance](#) and the process-oriented components required by the Safe Streets and Roads for all grant programs. The Department of

Transportation considers the process of developing a safety action plan to be critical for success and therefore is part of the determination criteria for future funding eligibility. This table shows the six-step planning process and the six deliverables that will incorporate, at minimum, the activities under the eight components.

**Step One: Establish leadership, communication, and culture**

*Establish and foster a culture of safety throughout the process and collaborate with diverse safety stakeholders, including engagement with the public to incorporate their experiences and needs.*

**Interim Deliverable One: Project Communications and Outreach Strategy (COS)**

	<b>Component</b>	<b>Minimum activities</b>
	Engagement and Collaboration	<ul style="list-style-type: none"> <li>• Develop a strategy that outlines the approaches and tools to solicit and consider feedback from a wide audience of stakeholders and implement the strategy.</li> <li>• Conduct robust engagement that allows for both community representation and feedback. Stakeholders will include the public, adjacent or overlapping jurisdictions, practitioners, advocates, private sector representatives, community groups, and others.</li> <li>• Analyze and incorporate engagement and collaboration feedback into deliverables.</li> <li>• To the extent practical, coordinate and align with other governmental plans and planning processes.</li> </ul>
	Equity Considerations	<ul style="list-style-type: none"> <li>• Identification of underserved communities within the planning area through data and other analyses in collaboration with appropriate partners.</li> <li>• Innovative engagement methods to solicit input on problems, solutions, and recommendations from underserved population groups.</li> </ul>
	Planning Structure	<ul style="list-style-type: none"> <li>• Establish a multidisciplinary steering committee charged with oversight of the plan development and establish a sub-committee of champions from the steering committee charged with implementation and monitoring.</li> </ul>

**Step Two: Use a data-driven process**

*Collect and analyze the best available data to identify key safety issues and emphasis areas, evaluate disproportionate impacts, and assess existing policies and procedures before identifying strategies.*

**Interim Deliverable Two: Existing Safety Conditions (ESC)**

	<b>Component</b>	<b>Minimum activities</b>
	Safety Analysis	<ul style="list-style-type: none"> <li>• Analysis of existing conditions and historical trends to provide a baseline level of crashes involving fatalities and serious injuries, including crash locations, the severity of the crashes, contributing factors, and crash types by road users.</li> <li>• Analysis of systemic and specific safety needs to identify high-risk roadway characteristics and specific safety needs of road users, including any A High-Injury Network map that identifies higher-risk locations based on systematic and site analysis.</li> <li>• Development of a High-Injury Network map that identifies higher-risk locations based on systematic and site analysis.</li> <li>• To the extent practical, the analysis will include all roadways within the jurisdiction, without regard for ownership.</li> </ul>

Policy and Process Changes	<ul style="list-style-type: none"> <li>Assessment of current policies, plans, and standards currently in use or in development by the governing roadway jurisdiction(s) to identify opportunities to improve how processes prioritize transportation safety.</li> </ul>
Equity Considerations	<ul style="list-style-type: none"> <li>A summary of the disproportionate, adverse safety impacts that affect certain groups on our roadways.</li> </ul>

**Step Three: Set performance measures and targets**

*Set measurable, meaningful, and realistic objectives and targets to achieving the goal of zero roadway fatalities and serious injuries.*

Interim Deliverable Three: Benchmarks for safety performance (BSP)

Component	Minimum activities
Leadership Commitment and Goal Setting	<ul style="list-style-type: none"> <li>Establish a performance-based approach to measure and evaluate the progress and success of safety planning.</li> <li>Set forth an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.</li> </ul>

**Step Four: Select strategies and countermeasures**

*Investigate and narrow down to a final set of strategies, and accompanying countermeasures, that have the best potential to reduce fatalities and serious injuries.*

Interim Deliverable Four: Countermeasure and Policy Recommendations Report (CPR)

Component	Minimum activities
Policy and Process Changes	<ul style="list-style-type: none"> <li>Propose revised or new policies, guidelines, or standards to improve how processes prioritize transportation safety.</li> </ul>
Strategy and Project Selections	<ul style="list-style-type: none"> <li>Identify a comprehensive set of strategies and accompanying countermeasures that have the best potential to prioritize and address emphasis areas and safety issues identified in the existing conditions and benchmarking deliverables.</li> <li>Focus on a Safe System Approach, effective interventions, and multidisciplinary activities.</li> <li>Establish a prioritization criterion.</li> <li>Identify and mitigate data limitations to the extent practical.</li> <li>Develop a detailed action list of specific, prioritized strategies, including a description and short-, mid-, and long-term timeframes established for deployment. Include an indication of focus on infrastructure, behavioral, and/or operational safety and an indication of infrastructure, behavioral, and/or operational safety focus.</li> </ul>
Equity Considerations	<ul style="list-style-type: none"> <li>Conduct initial equity impact assessment on how implementing recommended strategies will impact different demographics.</li> </ul>

**Step Five: Prepare and implement a safety plan**

*Prepare a public-facing safety vision for the community with prioritized strategies and implementation actions that stakeholders will take during the life of the plan.*

Primary deliverable: Safety Action Plan (SAP)



	Component	Minimum activities
	Strategy and Project Selections	<ul style="list-style-type: none"> <li>• Compile interim deliverables into a public-facing, comprehensive, and publicly available plan of action to achieve the safety vision for the community.</li> <li>• Document and describe each step of the safety planning process, including stakeholder engagement and equity-centered methods to achieve the mission of the national Justice 40 Initiative.</li> <li>• Develop a detailed implementation matrix communicating the final action list of strategies as well as accompanying responsible agencies, the implementation timeframe, cost, performance metrics, and evaluation plan.</li> </ul>
	Leadership Commitment and Goal Setting	<ul style="list-style-type: none"> <li>• Prepare a resolution to approve the Safety Action Plan and an official public commitment to an ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and serious injuries.</li> </ul>

**Step Six: Evaluate and update the plan**

*Establish a regular review cycle to measure progress, identify success, determine challenges to implementation, and identify opportunities to amend.*

Ongoing Deliverable: Public and Accessible Reporting Strategy (PARS)

	Component	Minimum activities
	Progress and Transparency	<ul style="list-style-type: none"> <li>• Develop a strategy to evaluate the plan, measure progress over time, update constituents on implementation actions and effectiveness in the form of outcome data and ensure ongoing transparency with residents and other relevant stakeholders.</li> <li>• Post the Safety Action Plan online for the public.</li> <li>• Provide annual, accessible public reporting on the progress towards reducing roadway fatalities and serious injuries, including performance measures identified in the plan.</li> </ul>

**6. Projected funding and match**

IIJA Competitive Funding: Safe Streets and Roads for All grant program	
<p><b>Application to be submitted</b> USDOT SS4A 2023.035</p>	<p>Application Due: September 15, 2022 Term: up to 24 months Grant amount applied for to be used for the [name of County] County Safety Action Plan: \$XXX,XXX</p>
<p>Local match provided by [name of county] County</p>	<p>Local match amount: not to exceed \$XXX,XXX, being the 20% match for the county's proportionate share of THE GRANT award.</p> <p>Due: payment will be due to CMAP within forty-five (45) of CMAP's successful award and execution of THE GRANT award agreement</p>

## ATTACHMENT 2: APPLICANT INVOICE INFORMATION

WORK PLAN NO.	PROJECT TITLE	DATE
{work plan #}	Lake County Safety Action Plan	{date}

### Contact Information

NAME	{name}
TITLE	Title}
ADDRESS	{address}
PHONE	{phone}
EMAIL	{email}