



Chicago Metropolitan Agency for Planning

233 South Wacker Drive Suite 800 Chicago, Illinois 60606 312 454 0400 www.cmap.illinois.gov

Contract # _____

Intergovernmental Agreement For Transportation Planning Activities 53/120 Corridor Transportation, Land Use, and Open Space Plan

THIS AGREEMENT by and between the Chicago Metropolitan Agency for Planning, herein called CMAP, the Lake County, herein called COUNTY, and the Illinois State Toll Highway Authority, herein called TOLLWAY or collectively referred to as IGA PARTIES.

Required Signatures

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

For CMAP:

Randall S. Blankenhorn, Executive Director Attest Signature Date

For COUNTY:

Recommended for Execution: _____
Paula J. Trigg, PE,
Director of Transportation/County Engineer

Aaron Lawlor, County Board Chair Attest Signature Date

For Tollway:

Kristi Lafleur, Executive Director Date

Michael Colsch, Chief of Finance Date

David A. Goldberg, General Counsel Date

Approved as to Form and Constitutionality

Tiffany I. Bohn, Assistant Attorney General, State of Illinois Date

Part 1	Compensation/Term
Part 2	Scope of Work/Responsibilities
Part 3	Compensation for Services
Part 4	General Conditions

Part 1: Compensation/Term

- A. **Compensation.** Compensation shall be as specified in Part 3. Payment to CMAP will be made within thirty (30) days of receipt of the invoice unless there is a discrepancy regarding the invoice. Transfer of funds will be made electronically. CMAP certifies to the following information:

Bank Name: US Bank

Telephone No.: 800-236-5513

Account No.: 199380245548

Bank ACH Routing No.: 071904779

B. Tax Identification Number.

CMAP certifies that:

1. The number shown on this form is a correct taxpayer identification number, **and**
2. 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 the CMAP that it is no longer subject to backup withholding, **and**
3. 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

- C. **Term of Agreement.** The term of this Agreement shall be from final signing to December 31, 2015.
- D. **Amendments.** All changes to this Agreement must be mutually agreed upon by CMAP, COUNTY and TOLLWAY and be incorporated by written amendment, signed by the parties.

Part 2: Scope of Work/Responsibilities

- A. **Purpose:** The Resolution of the Illinois Tollway Authority's 53/120 Blue Ribbon Advisory Council (BRAC) recommends a comprehensive Route 53/120 Corridor Land Use, Transportation and Open Space Plan (the Corridor Plan) and outlines several key milestones to initiate the plan. This IGA is intended to engage relevant municipalities, Lake County, the Illinois Tollway, Chicago Metropolitan Agency for Planning, the environmental and economic development communities, and other stakeholders in a facilitated, open planning process to create a land use and transportation plan for the IL53/120 corridor (Corridor Plan.) The Corridor Plan will be based on market-feasible development and provide a balance between economic development, natural resource protection, multi-modal connections, congestion relief, and community character goals across municipalities. The project will produce land use, open space, and transportation plans, proposed policies, and strategies intended for

each of the communities along the corridor to incorporate into their planning documents and processes, as well as implementation actions for communities and other major stakeholders to follow. Goals of the project include: develop strategies to protect and mitigate impacts to communities and environmental resources that are likely to result if the IL 53/120 Facility is built; ensure that future local land use and development plans consider economic and market-based data, trends, and realities; develop strategies to address local transportation needs generated by the Facility, including multi-modal options; and encourage development of vibrant communities in central Lake County.

- B. **Project Management:** CMAP will have lead responsibility for the land use planning process and managing the contractor selected to prepare corridor use plan. The procurement of the contractor will be conducted by CMAP in accordance with its procurement policy. The IGA PARTIES will participate in the development of the Request for Proposals (RFP) and the consultant selection decision.
- C. **Land Use Subcommittee:** A land use subcommittee will be formed to provide overall guidance on the project. The land use subcommittee will be comprised of members that will focus on the integration and preservation of open space and natural areas, multi-modal connections, market-feasible development and congestion relief as specified in the BRAC's Key Recommendations.
- D. **Specialized Committees:** Two specialized committees will be formed for the direct involvement of municipalities. One of the committees will be comprised of all municipalities that are within the corridor. The second committee will be a subcommittee of the first and will include the "core municipalities" that have the potential to experience the most significant land use change due to the construction of the corridor.
- E. **Planning Consultant:** A planning consultant will be selected by the IGA PARTIES to be responsible for the following tasks:
 - (1) Create of educational materials and outreach implementation
 - (2) Prepare analysis of Existing Conditions Assessment (ECA)
 - (3) Prepare market analysis
 - (4) Prepare environmental analysis of recommended Land Use changes and identify critical environmental hot spots and mitigation opportunity areas.
 - (5) Prepare land use and transportation analysis
 - (6) Coordinate with the Illinois Tollway's IL 53/120 project team and with the Blue Ribbon Advisory Team, as needed.
 - (7) Prepare draft and final corridor plan, as well as the outreach and community input

Part 3: Compensation for Services

- A. **CMAP:** CMAP will provide staff to manage the project and the planning contract. It is estimated that CMAP staff time will be approximately 1,500 hours or equivalent to \$100,000.
- B. **COUNTY:** COUNTY will provide up to \$78,750 for support of the planning consultant.
- C. **TOLLWAY:** TOLLWAY will provide up to a maximum of \$500,000 for support of the planning consultant.
- D. **FY 14 Unified Work Program (UWP):** UWP will provide up to \$315,000 for support of the planning consultant.
- E. **Reimbursement:** CMAP will receive the invoices for services from the planning consultant and will request reimbursement for the invoices as follows:

UWP Funds	44% of consultant invoice, maximum \$393,750
Federal funds (FTA)	maximum of \$315,000
Non-Federal funds (COUNTY)	maximum of \$78,750
TOLLWAY	56% of consultant invoice, maximum \$500,000

Part 4: General Conditions

The following are general conditions of approval and procedural guidelines and specific terms of Agreement to which all projects are subject. 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.

A. Complete Agreement.

- (1) 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, COUNTY and TOLLWAY and it supersedes all prior representations, understandings and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions.
- (2) IGA PARTIES assumes 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 IGA PARTIES are expressly stated in this Agreement.
- (3) Changes: IGA PARTIES 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. A written amendment will be prepared for Agreement between IGA PARTIES for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by all parties.
- (4) Changes to any portion of this Agreement shall not be binding upon IGA PARTIES except when specifically confirmed in writing by an authorized representative of IGA PARTIES.
 - (a) **Chicago Metropolitan Agency for Planning Designee.** Only the Executive Director of CMAP, or designee, shall have the authority to act for and exercise any of the rights of CMAP as set forth in this Agreement, subsequent to and in accordance with the authority granted by CMAP's Board of Directors.
 - (b) **Lake County Designee.** Only the Chair of the County Board and the County Clerk shall have the authority to act for and exercise the rights of the County as set forth in this agreement in accordance with the direction and authority contained in the resolution passed by the Lake County Board.
 - (c) **Illinois Tollway Authority Designee.** Only the Executive Director of the TOLLWAY, or designee, shall have the authority to act for and exercise any of the rights of the TOLLWAY as set forth in this Agreement, subsequent to and in accordance with the authority granted by the TOLLWAY Board of Directors.

B. 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.

C. Records. The CMAP 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:

- (1) 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.
- (2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

D. Procurement Procedures. All procurement transactions for Contractual Services shall be conducted in a manner that provides maximum open and free competition.

E. Method of Payment. Project expenditures are paid directly from federal, COUNTY, and TOLLWAY funds.

- F. **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.
- G. **Prohibited Interest.**
- (a) No officer or employee of CMAP, COUNTY and TOLLWAY and no member of their governing bodies 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 subcontract 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 subcontract or in the work to be performed under such contract.
 - (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.
- H. **Ownership of Documents/Title of Work.** All documents, data and records produced by the Planning Consultant in carrying out the contracted obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of IGA PARTIES. IGA PARTIES shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the Planning Consultant. All documents, data and records utilized in performing research shall be available for examination by CMAP 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, be appropriately arranged, indexed and delivered to CMAP by the Planning Consultant.
- I. **Software.** All software, related computer programs, and source code produced and developed by the Planning Consultant (or authorized contractor or subcontractor thereof) in carrying out the contractor's obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both IGA PARTIES and the Planning Consultant. CMAP shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government or to any entity consisting of representative of any unit of government, for official use by said entity. Additionally, CMAP shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.
- CMAP agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both CMAP and the Planning Consultant.
- J. **Publication.** IGA PARTIES 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.
- K. **Reporting/Consultation.** The CMAP shall consult with and keep COUNTY and TOLLWAY fully informed as to the progress of all matters covered by this Agreement.