



MEMORANDUM

To: CMAP Board

From: Angela Manning-Hardimon
Deputy Executive Director, Finance and Administration

Date: February 5, 2020

Re: Contract Approval for DuPage County Lake Street Zoning Overlay
District (RFP 226)

The CMAP Local Technical Assistance (LTA) program is meant to advance the implementation of ON TO 2050 by providing resources to local governments. Since the initiation of this program in 2011, CMAP has completed over 200 local planning projects, with over 30 more currently underway. Projects include comprehensive plans, corridor or subarea plans, studies of special topics such as housing or water resources, and similar planning activities. Most projects are led by CMAP staff, but some require external assistance to augment CMAP staff expertise.

DuPage County and the Villages of Hanover Park, Roselle, and Bloomingdale, in partnership with CMAP, seek to create a zoning overlay district for an identified portion of the Lake Street corridor. The 2014 Lake Street Corridor Planning Study covered a 14 square mile area along a 7-mile stretch of Lake Street within DuPage County through five municipalities (Hanover Park, Roselle, Bloomingdale, Itasca, and Addison) and unincorporated DuPage County.

The zoning overlay district will help implement recommendations from the Lake Street Corridor Planning Study whose overall purpose was to produce a set of land use, development, and policy guidelines that DuPage County and the corridor municipalities could use to promote and influence development along the Lake Street Corridor. The identified 2.3 corridor includes many unincorporated properties and areas that remain vacant, underutilized, blighted, or dilapidated.

Review Process

A Request for Proposals (RFP) was posted to the CMAP website on December 13, 2019. Staff held a non-mandatory pre-bid information session for consultants on December 20, 2019. On January 6, 2020, CMAP received proposals from two consultants: Teska Associates and Savoy Consulting Group.

Proposals were reviewed by a representative from DuPage County and two CMAP staff members. DuPage and CMAP staff scored each proposal independently. The criteria for selection included the following:

1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in the scope of work, including addressing the topical issues identified in the Project Background and Project Description sections.
2. The consultant’s approach to preparing a zoning overlay district ordinance that addresses the priorities identified in the Project Background and Project Description sections.
3. The quality and relevance of the examples of similar work.
4. The consultant’s integration of the principles of ON TO 2050 into the proposal.
5. Cost to CMAP, including consideration of all project costs and per-hour costs.

Table 1 shows the score of each firm that submitted a response to the RFP.

Table 1: Scoring

Criteria	Maximum Score	Savoy	Teska
1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in the scope of work, including addressing the topical issues identified in the Project Background and Project Description sections.	20	15.0	18.3
2. The consultant’s approach to preparing a zoning overlay district ordinance that addresses the priorities identified in the Project Background and Project Description sections.	20	15.7	17.7
3. The quality and relevance of the examples of similar work	20	17.0	16.0
4. The consultant’s integration of the principles of ON TO 2050 into the proposal.	20	8.0	15.0
5. Cost to CMAP	20	19.9 (\$89,950)	20.0 (\$89,590)
Total	100	75.6	87.0

Recommendation for Contractor Selection

Following a conversation with the County, the Selection Committee reached a consensus to recommend Teska Associates as the contractor for the DuPage County Lake Street Zoning Overlay District. The Selection Committee felt that Teska demonstrated strong project experience, familiarity with the Lake Street corridor area, and a strong depth of staff resources to engage three municipalities and the residents of neighboring unincorporated county parcels. Teska also provided strong examples of similar work with a strong integration of the principals

of ON TO 2050. In addition, the Committee also viewed Teska's inclusion of Ancel Glink as an important asset, considering that future zoning regulations will be approved by 4 different government entities and will need to address existing land use non-conformities and past zoning determinations. It was determined that Ancel Glink experience in Illinois local government law would be valuable to this project.

In the end, the selection committee felt confident that the team led by Teska Associates was best suited to the needs of the project. Therefore, it is recommended that the Board approve a contract with Teska Associates for a total, not-to-exceed cost of \$89,590.

It is recommended that the Board approve a contract with Teska Associates for a total, not-to-exceed cost of \$89,950. Support for this project has been budgeted from FY20 UWP Competitive funds.

ACTION REQUESTED: Approval



Chicago Metropolitan Agency for Planning

Agenda Item No. 5.2

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

MEMORANDUM

To: CMAP Board

From: Angela Manning-Hardimon
Deputy Executive Director, Finance and Administration

Date: February 5, 2020

Re: Contract Approval for Construction Services

CMAP requested proposals from qualified general contractors (“GC”) to work with CMAP, its project management firm, Cresa, and its architectural firm, Wright Heerema, to construct an approximate 42,483 square-foot office space. The office space will be located on the 4th floor of the “Old Post Office”, 433 W Van Buren, Chicago, IL 60607.

On November 13, 2019, the Board approved a contract with Power Construction for general contractor’s services in the amount of \$312,824.00. At that time, it was expressed to the Board that this amount was for General Conditions only and that the approved amount did not reflect the total cost of the project. Staff is now seeking approval for the remainder of the project cost. The full scope of this project includes general contractor services, construction, low voltage cabling, security, audio-visual equipment and electric decommissioning of the 8th floor furniture in CMAP’s existing space.

It is recommended that the Board approve a contract cost increase with Power Construction for a not-to-exceed amount of \$4,665,651.00 for the office space build out of the “Old Post Office”. This reflects an increase of \$4,352,827.00. Under this contract, thirty-four percent of the work will be performed by Minority Owned Businesses (MBE) and six percent performed by Women Owned Businesses (WBE). Support for this project will be funded by an IDOT grant provided for this purpose in addition to the tenant improvement allowance.

ACTION REQUESTED: Approval



MEMORANDUM

To: CMAP Board
From: Angela Manning-Hardimon
Deputy Executive Director, Finance and Administration
Date: February 5, 2020
Re: Contract Approval for Office Furniture (RFP 233)

CMAP is seeking office furniture, delivery and installation services for its new location in the "Old Post Office". Bids were solicited from four vendors who have been awarded contracts under the NASPO ValuePoint cooperative Master Agreement.

Review Process

An Invitation for Bid (IFB) was sent to four vendors listed on the NASPO ValuePoint cooperative Master Agreement on December 18, 2019. CMAP received proposals from three vendors: Forward Space-Steelcase, Henricksen-AllSteel, and Interior Investments-Herman Miller. Henricksen-Allsteel, no longer participates in the NASPO cooperative but requested to respond under the OMNIA Partners cooperative agreement, for which DuPage County is the lead local government for office furniture.

Proposals were reviewed by CMAP staff, CMAP's project management consultant, Cresa and its architectural firm consultant, Wright Heerema. The criteria for selection was the following:

- 1. The vendor's ability to match the design intent as indicated in the bid
- 2. The manufacturer's warranty length and conditions
- 3. Cost to CMAP

Table 1 shows the final score of each firm that submitted a completed response to the IFB.

Table 1: Scoring

Criteria	Maximum Points	Forward Space - Steelcase	Henricksen - AllSteel	Interior Investments - Herman Miller
1. The vendor's ability to match the design intent as indicated in the bid	40	28	33	24

Criteria	Maximum Points	Forward Space - Steelcase	Henricksen - AllSteel	Interior Investments - Herman Miller
2. The manufacturer's warranty length and conditions	40	33	33	32
3. Base cost to CMAP	20	17 (\$587,813)	20.0 (\$490,767)	15 (\$631,585)
Total	100	78	86	71

Recommendation for Workstation Furniture Vendor selection

All three of these vendors provide quality products and services. This is a commodity type solicitation in which the contract is awarded to the lowest responsive bidder. As reflected in the scores included in the Table, the lowest responsive bid was received from the Henricksen/Allsteel team. This team also scored the highest in the 2 primary categories of design and warranties.

It is recommended that the Board approve a contract with **Henricksen/Allsteel** for a not-to-exceed amount of \$544,656. This cost included the base cost reflected above and optional components that all vendors were allowed to suggest. Support for this project will be provided by an IDOT grant provided for this purpose.

ACTION REQUESTED: Approval



MEMORANDUM

To: CMAP Board
From: Angela Manning-Hardimon
Deputy Executive Director, Finance and Administration
Date: February 5, 2020
Re: Contract Approval for Advisory Civil Engineering and Municipal Finance & Administrative Services (RFQ 225)

The Chicago Metropolitan Agency for Planning (CMAP) seeks consulting services related to civil engineering and related municipal finance and administration tasks. Focus areas include transportation, storm water and flooding, water supply, water quality, capital asset assessment and capital improvement planning, municipal finance and administration related to infrastructure systems, and in house civil engineering services. These services will provide assistance for various CMAP planning and programming projects and initiatives, which may include planning as well as implementation of completed plans.

Review Process

A Request for Qualifications (RFQ) was sent to potential contractors and posted to the CMAP website on November 6, 2019. The RFQ sought individual firms to qualify for various service areas listed above and below:

- Transportation
- Stormwater and Flooding
- Water Supply
- Water Quality
- Capital Asset Assessment and Capital Improvement Planning
- Municipal Finance and Administration
- Civil Engineering

2iM Group	Civiltech	Engineering Resources Associates
Gewalt Hamilton	Baxter & Woodman	DAMA
GBA Systems Integrators	Globetrotters	Cristopher B. Burke Engineering

Environmental Consulting & Technology	Geosyntec	Hamilton Consulting Engineers
Chastain & Associates	Infrastructure Engineering	M.E. Simpson
S.B. Friedman	HDR Engineering	Jacobs
Michael Baker International	Stantec	Hey & Associates
Knight	RS&H	Strand

Each firm was invited to submit qualifications for one or more services being requested. (Firms were also invited to submit qualifications for other civil engineering specialties not specifically outlined in the RFQ; these were noted but not scored.)

Each response was reviewed and scored by a CMAP subject matter expert in each category and reviewed by the team as a whole, prior to submitting the final scores. The criteria for selection included the following:

1. The demonstrated record of experience of the consultant as well as identified staff in providing the professional services identified in the scope of work, including addressing the topical issues identified in the Project Background and Project Description sections.
2. The consultant's approach to preparing a zoning overlay district ordinance that addresses the priorities identified in the Project Background and Project Description sections.
3. The quality and relevance of the examples of similar work.
4. The consultant's integration of the principles of ON TO 2050 into the proposal.
5. Cost to CMAP, including consideration of all project costs and per-hour costs.

Tables 1-6 shows the scores for each of the service categories requested.

Table 1: Transportation

		Firm										
		Baxter & Woodman	Chastain & Assoc.	CivilTech	DAMA	Gewalt Hamilton	Globetrotters	HDR	Infrastructure Eng.	Jacobs	Knight	RS&H
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	35	30	40	20	35	30	40	30	35	35	30
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	20	15	20	10	20	10	20	20	15	20	10
3. The contractor's approach to the professional services described in the scope of services.	30	20	20	30	20	30	15	30	30	30	25	20
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	5	5	0	0	10	5	0	5	10	10	5
Total	100	80	70	90	50	95	60	90	85	90	90	65

Table 2: Stormwater and Flooding

		Firm										
		2iM	Baxter & Woodman	CBBEL	Chastain & Associates	ECT	Engineering Resource Assoc.	Geosyntec	Gewalt Hamilton	Globetrotters	Hamilton Consulting Engineers	Hey & Associates
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	20	30	30	20	35	30	35	30	20	10	40
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	10	15	15	10	20	15	20	15	10	10	20
3. The contractor's approach to the professional services described in the scope of services.	30	10	20	25	10	30	25	30	25	15	10	30
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	0	5	0	5	10	5	10	5	5	5	5
Total	100	40	70	70	45	95	75	95	75	50	35	95

Table 2: Stormwater and Flooding (continued)

		Firm						
		Infrastructure Eng.	Jacobs	Knight	MBI	RS&H	Stantec	Strand
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	20	30	30	30	20	20	35
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	10	20	15	10	10	15	20
3. The contractor's approach to the professional services described in the scope of services.	30	20	25	10	25	10	20	25
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	5	5	10	5	5	0	5
Total	100	55	80	65	70	45	55	85

Table 3: Water Supply

		Firm			
		Baxter & Woodman	Chastain & Associates	Jacobs	M.E. Simpson
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	35	30	35	35
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	15	15	15	15
3. The contractor's approach to the professional services described in the scope of services.	30	25	20	25	20

Firm					
		Baxter & Woodman	Chastain & Associates	Jacobs	M.E. Simpson
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	5	5	10	5
Total	100	80	70	85	75

Table 4: Water Quality

Firm							
		Baxter & Woodman	CBBEL	ECT	Geosyntec	Hey & Associates	Michael Baker
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	40	40	40	40	20	40
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	20	15	20	20	15	20
3. The contractor's approach to the professional services described in the scope of services.	30	30	30	30	30	30	30
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	0	0	10	10	0	10
Total	100	90	85	100	100	65	100

Table 5: Capital Asset Assessment and Capital Improvement Planning

		Firm					
		2iM	Baxter & Woodman	Chastain & Associates	DAMA	Gewalt Hamilton	Jacobs
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	18	28	25	13	15	33
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	10	13	13	5	8	13
3. The contractor's approach to the professional services described in the scope of services.	30	15	18	18	13	13	20
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	3	8	5	3	8	10
Total	100	45	65	60	33	43	75

Table 6: Municipal Finance and Administration

		Firm		
		Chastain & Associates	Jacobs	S.B. Friedman
Evaluation Criteria	Maximum Number of Points	Score (avg.)	Score (avg.)	Score (avg.)
1. The demonstrated record of experience of the contractor in providing the professional services identified.	40	23	28	28
2. The quality and relevance of the examples of similar work for the types of services listed for criteria number 1.	20	8	13	10
3. The contractor's approach to the professional services described in the scope of services.	30	10	20	23

Evaluation Criteria	Maximum Number of Points	Firm		
		Chastain & Associates	Jacobs	S.B. Friedman
4. The contractor's acknowledgement and integration of the principles of ON TO 2050 into its response.	10	5	8	5
Total	100	45	68	65

Recommendations for Qualification

State and Federal procurement guidelines state that at least three qualified firms should be selected in response to engineering RFQs. CMAP has selected at least three firms for each category with the exception of the Municipal Finance and Administration category, where two firms were selected.

Scoring of firms, grouped by service area, is provided below. Based upon the evaluation by CMAP staff, the following consultants are recommended for qualification, by service area, listed in order of overall score in that service area (in parentheses):

1. Transportation	2. Stormwater and Flooding	3. Water Supply
Gewalt Hamilton (95) Civiltech (90) HDR (90) Jacobs (90) Knight (90) Infrastructure Engineering (85) Baxter & Woodman (80)	ECT (95) Geosyntec (95) Hey & Associates (95) Strand (85) Jacobs (80) Engineering Resources Associates (75) Gewalt Hamilton (75)	Jacobs (85) Baxter & Woodman (80) M.E. Simpson (75) Chastain & Associates (70)

4. Water Quality	5. Capital Asset Assessment and Capital Improvement Planning	6. Municipal Finance and Administration
ECT (100) Geosyntec (100) Michael Baker (100) Baxter and Woodman (90) CBBEL (85)	Jacobs (75) Baxter & Woodman (65) Chastain & Associates (60)	Jacobs (68) S.B. Friedman (65)

It is recommended that the Board approve contracts with the above listed firms for options for three years with two one-year options for renewal. The option renewal years will be dependent on vendor performance and the level of approved funding for this purpose. It is estimated that the total amount for all services awarded to any vendor(s) will be a maximum of \$75,000 each

fiscal year, not to exceed a total five-year project cost of \$375,000. Support for this project has been or will be included in the FY20-FY25 Operating budgets.

ACTION REQUESTED: Approval

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CHICAGO METROPOLITAN AGENCY FOR PLANNING

RESOLUTION NO. 2020-01

WHEREAS, the Chicago Metropolitan Agency for Planning (“CMAP”), pursuant to the Regional Planning Act, 70 ILCS 1707/1 *et seq.*, is granted all powers necessary to carry out its legislative purposes in order to plan for the most effective public and private investments in the northeastern Illinois region and to better integrate plans for land use and transportation; and

WHEREAS, CMAP is constantly evaluating and accessing the land use information/attributes in the region; and

WHEREAS, the Cook County Assessor’s Office has a geographic information (“GIS”) database that it is willing to make available to CMAP at no cost; and

WHEREAS, GIS data sharing with the Cook County Assessor’s Office will allow CMAP to access GIS data from the Assessor that will facilitate CMAP’s decision making process with respect to planning for the region; and

WHEREAS, cooperation between and among governmental agencies and entities through intergovernmental agreements is authorized and encouraged by Article VII, Section 10 of the Illinois Constitution of 1970 and by the “Intergovernmental Cooperation Act” (5 ILCS 220/1 *et seq.*); and

WHEREAS, CMAP and the Cook County Assessor have negotiated an Intergovernmental Agreement, dated February 12, 2020, in substantially the form attached to this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Chicago Metropolitan Agency for Planning Board as follows:

The Executive Director is authorized to finalize an Intergovernmental Agreement between the Chicago Metropolitan Agency for Planning and the Cook County Assessor’s Office in substantially the form of the agreement attached to this Resolution, and the Executive Director is authorized to execute said Intergovernmental Agreement.

Approved by: _____ Date _____
Chair

NOT-FOR-PROFIT DATABASE SUBSCRIPTION AGREEMENT

This DATABASE SUBSCRIPTION AGREEMENT (this "Agreement") is entered into as of the 12 day of February, 2020, by and between CMAP (*name of organization*), by and through Erin Aleman (*signatory for organization*), (a Municipality and Non-Commercial User (the "User")) and THE COOK COUNTY ASSESSOR'S OFFICE (the "CCAO").

WITNESSETH:

WHEREAS, the CCAO has developed a database which contains data (the "Data") which it makes available on the internet and also makes available in compiled form (the "Database") for a fee, as permitted by law; and

WHEREAS, user is an not-for-profit institution which conducts research in the area of real estate; and

WHEREAS, the User has requested access to and license to use certain portions of the Database for the consideration and on the terms set forth below, and the CCAO has agreed to provide the Database subject to the terms and representations set forth below.

WHEREAS, the CCAO in the spirit of cooperation desires to make the Database available to the User, without charge to use in performing duties necessary to achieve its not-for-profit purpose; and

WHEREAS, the User acknowledges and agrees that access to the Database and/or Assessor Data is conditioned upon the agreement that access is provided as set forth in this Agreement solely for use in performing the not-for-profit functions of the User, and that any other use, alteration, sale, dissemination, lease or transfer of the Database and/or Assessor Data by the User, or by any employee or agent of same, without written consent of the CCAO is strictly prohibited, and shall be deemed to warrant immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled.

NOW, THEREFORE, in consideration of the mutual promises and covenants and the terms and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. INCORPORATION OF RECITALS.

The foregoing recitals are incorporated into and made a part of this Agreement as if fully set forth herein.

SECTION 2. STATEMENT OF NOT-FOR-PROFIT PURPOSES; RESTRICTIONS ON USE.

For purposes of this Agreement, the User represents and warrants as its not-for-profit purpose for access to the Database and Assessor Data as stated in *Exhibit A* and incorporated herein. The User agrees that access to the Database and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its not-for-profit purposes (as described above). Any other use of the Database or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the Database or Assessor Data in any location or manner in its current form, derivative or altered form, or otherwise. Any such prohibited use shall be deemed to be a breach which warrants immediate termination of this Agreement, as well as entitle the CCAO to pursue any other remedies to which it is entitled. This Section shall survive the termination of this Agreement.

SECTION 3. SUBSCRIPTION AND LICENSE TO DATABASE.

Subject to the terms set forth in this Agreement, the CCAO hereby grants to the User a non-exclusive, non-transferable and limited license to use and access to the Database through one or more IP addresses designated by the CCAO. The User is authorized to download the Database, manipulate the data and use it internally. However, the CCAO is furnishing the Database with all rights reserved and the User acknowledges that the title, copyright and all other rights to the Database remain with the CCAO and/or Cook County.

Neither the User nor any Authorized User (as defined below) shall have any right, title or interest in the Database. Except as provided above, neither the User nor any Authorized User shall copy, reproduce, duplicate, publish, disclose, distribute, license, sub-license, relicense, use as the basis for a derivative database, assign, release, transfer, sell or otherwise make the Database available to any other organization or person in any form or manner whatsoever. The CCAO reserves the right to withdraw from the Database any item or part of an item for which it no longer retains ownership rights or which it has reasonable grounds to believe infringes copyright or is unlawful or otherwise objectionable or for which the CCAO reasonably believes that the User has failed to adequately protect the CCAO's or Cook County's title, copyright and other rights.

SECTION 4. NOT-FOR PROFIT USERS AND AUTHORIZED USERS.

Chicago Metropolitan Agency for Planning (*name of organization*), *by and through*
Erin Aleman (*signatory for organization*) is a Not-for-Profit User that wishes to access the Database.

Authorized Users include employees of the Not-For-Profit User who, in compliance with this agreement, have been issued passwords and sign on identification numbers.

This Not-For-Profit User may permit only Authorized Users to access the Database and the Data. For purposes of this Agreement, Authorized Users shall mean only

David Clark, Noel Peterson, David Morck, and Laurent Ahiablame

and no other persons whatsoever. This Agreement permits access to the Database by the Not-For-Profit's Authorized Users only and shall not extend to any subsidiary or affiliated entity. Each Authorized User shall be responsible for maintaining the secrecy of usernames and passwords. Each Authorized User agrees to notify the CCAO if a username has been compromised.

SECTION 5. FEES.

The annual fee shall be waived for the User and its Authorized Users.

SECTION 6. SUBSCRIPTION PERIOD.

The subscription period, license and rights granted to the User by this Agreement shall be in effect for a period of twelve (12) months from the date of this Agreement. Notwithstanding the foregoing, this agreement may be terminated by the CCAO at any time and without prior notice. If the User breaches any provision of this Agreement, in addition to any other rights or remedies it may be entitled to, the CCAO may suspend access under this Agreement, without prior notice.

SECTION 7. DISCLAIMER OF WARRANTIES.

The Data is provided as is without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, non-infringement, copyright or trademark rights or disclosure of confidential information. All burdens, including any burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User. The CCAO and Cook County make no warranties, express or implied, with respect to the Database or any component thereof. There is no warranty to update any of the information provided hereunder. THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO DATABASE, INCLUDING BUT NOT LIMITED TO ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. The User acknowledges and accepts responsibility for all use of the Database or any component thereof and recognizes that the Data may contain inaccuracies and is dynamic and in a constant state of maintenance, correction and update which will result in changes during the term of this Agreement.

SECTION 8. RELEASE OF LIABILITY.

THE USER EXPRESSLY AGREES THAT NO MEMBER, OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF THE CCAO OR COOK COUNTY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, SHALL BE LIABLE, WHETHER INDIVIDUALLY OR PERSONALLY OR OTHERWISE, TO THE USER OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USER'S USE OF OR INABILITY TO ACCESS OR USE THE DATABASE OR ANY COMPONENT THEREOF OR ANY INACCURACY OF THE DATA.

SECTION 9. USER INDEMNIFICATION.

The User agrees to indemnify and hold the CCAO, the County and its Commissioners, officers, agents servants and employees and their respective heirs, successors and assigns, harmless from any and all claims, suits, losses, liabilities, costs and expenses, including attorneys' fees, which arise directly or indirectly out of or in connection with the User's use of the Database, or which result from any violation of the provisions of this Agreement. The provisions of this Section shall survive the termination of this Agreement.

SECTION 10. APPLICABLE LAW.

This Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the State of Illinois, excluding any such laws that might direct the application of the laws of another jurisdiction. Venue shall be in a court of competent jurisdiction located within the County of Cook, Illinois. The CCAO and the User each acknowledge the existence of state and other applicable law which may impose responsibilities upon either or both of them regarding real estate taxation and other governmental functions. No part of this Agreement has the effect of or is intended to impact any applicable legal duty of either party under existing law, especially the Illinois Property Tax Code, 35 ILCS 200/1 et seq.

SECTION 11. MISCELLANEOUS.

(a) This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, in relation to the matters dealt with herein. —There are no representations, warranties, collateral agreements or conditions to this Agreement, except as expressly stated in this Agreement.

(b) The section headings are for reference and information purposes only, and shall not affect in any way the meaning or interpretation of this Agreement. References to singular shall include the plural and to plural shall include the singular. References to a person shall include a corporate or government body. Words such as "including" and similar expressions shall not be read as words of limitation.

(c) The CCAO and/or Cook County shall not be liable or deemed in default for any delays or failure in performance resulting directly or indirectly from any cause or circumstances beyond their reasonable control, including acts of God, war, embargoes, fire, flood, accidents, strikes, shortages of transportation facilities, telecommunications facilities or software programs. In the event of default by the CCAO and/or the County, damages shall be limited to the fees paid by the User hereunder.

(d) If any term or condition hereof is found by a court or administrative body to be invalid or unenforceable, the remaining terms and conditions hereof shall remain in full force to the maximum extent of the law.

(e) This Agreement shall not be assignable by the User, directly or indirectly, without the prior written consent of the CCAO.

* * * * *

IN WITNESS WHEREOF, the parties have executed this Agreement by their respective authorized representatives as of the date first written above.

COOK COUNTY
ASSESSOR'S OFFICE

Chief Deputy Assessor
Cook County Assessor's Office

Title Executive Director
Telephone Number 312-386-8600
E-Mail ealeman@cmap.illinois.gov

Title
Telephone Number
E-Mail

Title
Telephone Number
E-Mail

Exhibit A
Statement Of Not-For-Profit Purpose

Insert statement here (purpose of study etc.)

The signator(s) shall:

1. *Treat the un-aggregated CCAO data as confidential and will not **publish**, sell or use the data for solicitation/commercial purposes;*
2. *Not distribute or otherwise cause the un-aggregated CCAO data to be published and/or disclosed in whole or in part;*
3. *Not use, modify, copy, distribute, **publish** or otherwise disclose the aggregated or un-aggregated CCAO data for any purpose other than for the purpose stated herein; and*
4. *Make available, without charge, any publications and/or reports generated from the data to the CCAO.*



Chicago Metropolitan Agency for Planning

233 South Wacker Drive
Suite 800
Chicago, Illinois 60606

312 454 0400
www.cmap.illinois.gov

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Exhibit A: Statement of Official Purpose

As the official regional planning organization for northeastern Illinois, the Chicago Metropolitan Agency for Planning (CMAP) engages in numerous planning activities which require detailed information at the parcel level throughout the seven-county CMAP region.

CMAP is updating its GIS-based Land Use Inventory, which is the primary means with which we evaluate land use patterns and changes over time. This inventory requires highly detailed information at a localized level; current procedures for identifying land use involve parcel boundary data and associated Assessor information such as: **property address, class, taxpayer name** and **exempt agency name**. The Inventory is an ongoing effort, and CMAP will be requesting annual updates of these data as a means of identifying changes in land use in the future.

Thank you,

Erin Aleman
Executive Director