

CHICAGO METROPOLITAN AGENCY FOR PLANNING

RESOLUTION NO. 2016-02

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 September 14, 2016, 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: \_\_\_\_\_  
Board Chair

Date \_\_\_\_\_





GIS and/or Assessor Data is conditioned upon and provided as set forth in this Agreement solely for its use in performing its official purposes (as described in Exhibit A). Any other use of the GIS or Assessor Data, without express written consent of the CCAO, is strictly prohibited, including the display, sale, transfer, lease, dissemination or lease of the GIS 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. This Section shall survive the termination of this Agreement.

### **SECTION 3. INFORMATION PROVIDED.**

The CCAO agrees to provide Agency access to the GIS and Assessor Data only upon the conditions and based upon the representations and warranties set forth in this Agreement. In order to obtain specific Assessor Data, Agency must request Assessor Data by filing the attached exhibits with the Department of Automation of the CCAO (each such request, an Information Request). Each Information Request is subject to approval of the CCAO.

### **SECTION 4. LIMITED LICENSE TO USE.**

Subject to the provisions of this Agreement, the CCAO hereby grants to Agency a non-exclusive, non-transferable license to use the Assessor Data only as specifically provided for in this Agreement. Agency acknowledges that the title, copyright and all other rights to the GIS and Assessor Data remain with the CCAO and/or Cook County. Neither Agency nor any other authorized user shall have any right, title or interest in the GIS or Assessor Data except as expressly described herein. The CCAO reserves the right to withdraw from the GIS and/or Assessor Data 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.

### **SECTION 5. TERM AND EXTENSION.**

This Agreement is for one year, effective from the date of execution. It will be extended annually for terms of one year each, unless, at least 30 days prior to the expiration of any term, either party notifies the other in writing of its intent not to renew the Agreement.

### **SECTION 6. DISCLAIMER OF WARRANTIES.**

The GIS and the Assessor Data is provided as is without any warranty or representation whatsoever, including any representation as to accuracy, timeliness, completeness, infringement of rights of privacy, 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 Agency and/or the requester. The CCAO and Cook County make no warranties, express or implied, as to the use of the GIS. There are no implied warranties of merchantability or fitness for a particular purpose. There is no warranty to update any of the information provided hereunder. **THE CCAO AND COOK COUNTY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) RELATING TO THE GIS AND/OR ASSESSOR DATA, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, ACCURACY, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR**

PURPOSE. Agency acknowledges and accepts the limitations of the GIS and the Assessor Data, including the fact that the GIS and Assessor Data are dynamic and are in a constant state of maintenance, correction and update.

**SECTION 7. LIMITATION OF LIABILITY.**

AGENCY 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 AGENCY OR ANY OTHER PERSON OR ENTITY, OR THEIR RESPECTIVE SUCCESSORS, HEIRS OR ASSIGNS, FOR ANY LOSS OR CLAIM, INCLUDING BUT NOT LIMITED TO ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF GOODWILL DATA OR IN THE EVENT OF ANY DEFAULT OR BREACH BY THE CCAO UNDER THIS AGREEMENT OR ANY INACCURACY OF THE GIS OR ASSESSOR DATA, IN ANY WAY ARISING FROM OR RELATING TO THIS AGREEMENT OR RESULTING FROM THE USE OR INABILITY TO USE THE GIS AND/OR ANY ASSESSOR DATA.

**SECTION 8. AGENCY INDEMNIFICATION.**

Agency agrees to hold harmless and indemnify the CCAO and Cook County, its commissioners, officers, agents, employees, representatives and affiliates, and their respective heirs, successors and assigns, from and against, and defend, at its own expense (including reasonable attorneys' accountants' and consultants' fees), any suit, claim, action or proceeding brought by any third party against the CCAO, Cook County or any commissioner, officer, agent, employee, representative or affiliate of the CCAO or Cook County arising out of or incident to the performance or nonperformance of this Agreement by CCAO, Cook County, Agency or any other entity. To the extent that the CCAO or Cook County incurs administrative expenses including attorneys' fees during Agency's defense of any claim, Agency shall reimburse the CCAO or Cook County, as appropriate, for all such expenses. The provisions of this Section shall survive the termination of this Agreement.

**SECTION 9. 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 Agency each acknowledge the existence of state and other applicable law defining the duties and responsibilities of each party 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. Both parties remain responsible under applicable law for performing all stated duties and responsibilities.

**SECTION 10. CONFIDENTIALITY.**

Agency acknowledges and agrees that information regarding this Agreement, and portions of the GIS and Assessor Data and other information disclosed hereunder, is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Agency in any way, whether during the term of this Agreement or any time thereafter, except solely in accordance with the official purposes set forth above. All such Assessor Data and the GIS shall be treated in confidential manner, except as otherwise expressly stated in a written document.

**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.

\* \* \* \* \*

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

\_\_\_\_\_  
Signature:  
Joseph Szabo  
\_\_\_\_\_  
Print Name  
Title: Executive Director  
Agency Name: CMAP  
\_\_\_\_\_  
Telephone Number: 312.386.8600



**MEMORANDUM**

**To:** CMAP Board

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

**Date:** September 7, 2016

**Re:** Annual Commercial Data Renewal

CMAP maintains large data resources for use in its development, projection and evaluation of land use and transportation in the northeastern Illinois region. Evaluation of data required by CMAP to fulfill its core MPO activities is determined based on how the data is used by staff, which staff uses the data and how frequently the data is used. If required data is not available from a free source, CMAP must purchase the data.

The following data sets are being requested for purchase for FY 2017:

DATA SET	VENDOR	RENEWAL DATE	COST
Annual aerial photography for Cook, DuPage, Kane, Kendall, Lake, McHenry and Will Counties. CMAP will be provided an entire set of the orthorectified imagery for the project area	TBD	7/1/2016	\$50,000
New real estate transactions, including foreclosures and tax sales	Record Information Service	8/14/2016	\$900
New residential subdivision sites	MetroStudy Online	10/1/2016	\$22,000
Commercial real estate information--national, regional, market and submarket trends and forecasts for rent, vacancy and inventory for apartments, office space, retail spaces and warehouses throughout the region	Reis, Inc.	10/31/2016	\$12,000
Online access to proposed, planned and new commercial construction data	Reed Connect	11/1/2016	\$5,000
Economic forecasts by county	Woods and Poole	7/1/2016	\$3,500

DATA SET	VENDOR	RENEWAL DATE	COST
Annual tax bill information	Will County Assessor's Office	7/1/2016	\$1,000
Export Trade Data	US Census Bureau	12/29/2016	\$5,000
Academic licensing data	Association of University Technology Managers	12/30/2016	\$400
Regional data and analysis tools targeted to regional workforce and economic development professionals	EMSI	1/21/2016	\$20,000
Vehicles, types and location	Illinois Secretary of State-License Plates	1/26/2017	\$500
Commercial real estate online database used to establish baseline market and economic conditions for municipalities	CoStar Group	3/31/2017	\$35,000
Online database subscription services to business intelligence data, including: Locations (HQ and franchises), number of employees per location, NAICS/SIC codes, street address, corporate linkage information, bankruptcy indicators, DUNS number, Fortune 1000 rank, small business indicator and other elements	Dun & Bradstreet	6/15/2017	\$161,000
Semi-customized version of software application to CMAP used for the economic development impact analysis of major capital projects	TREDIS	6/30/2016	\$22,000
GIS files of nature preserves, threatened and endangered species and IL natural areas inventory	IDNR	5/20/2017	\$5,000
Regional Financial Data	Moody's	8/1/2017	\$20,000
<b>TOTAL</b>			<b>\$363,300</b>

It is recommended that the Board approve 1-year renewals of the itemized datasets listed above at a cost of \$363,300.00 and an additional contingency amount of \$36,700.00 for a total of \$400,000.00. Support for these commercial data sets purchases are included in the FY 2017 UWP operating budget.

ACTION REQUESTED: Approval





## MEMORANDUM

**To:** CMAP Board

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

**Date:** September 7, 2016

**Re:** Approval to Purchase Information Technology Hardware and Software

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During the FY16 state budget impasse, CMAP either significantly reduced or halted its spending on IT projects and contractors to reserve cash to keep CMAP operational. Now that a state budget has been passed for FY17, CMAP is requesting approval to initiate spending on a limited number of backlogged projects that are critical to CMAP maintaining its IT infrastructure and providing technical support for the CMAP staff. Funding for this request was budgeted from FY16 UWP operating budget. A one-year extension from IDOT for the FY16 UWP operating budget will allow expenditure of these funds through June 30, 2017.

A systematic plan for the CMAP Information Technology (IT) hardware and software has been developed to annually update and expand the IT system to meet the needs of CMAP. The plan provides for replacing the older PCs, monitors, storage systems and servers, with the goal of future replacement every four to six years. New PCs, monitors, servers, storage devices and outreach kiosks will be procured and implemented. We will also continue to expand our network security through new firewall appliances and educational services. The new firewalls will monitor and analyze events that occur on a network system, looking for intrusion events that attempt to compromise the confidentiality, integrity, and availability of data.

The purchase of the software and hardware equipment will adhere to the procurement policy adopted by the Board. The procurement used will be (1) all items under \$10,000 will have an informal process where at least three bids from vendors will be received, (2) items over \$10,000 will have a formal Request for Proposal where the lowest bidder will be awarded the purchase or (3) items which are on a master procurement list developed by another governmental agency will be used for the purchase (normally this is the State of Illinois, City of Chicago or the federal GSA). The following table reflects the equipment to be purchased, the estimated cost and the type of procurement that will be follows:

<b>Equipment</b>	<b>Quantity</b>	<b>Total Estimated Cost</b>	<b>Type of Procurement</b>
<b>Hardware</b>			
Storage Systems	6	\$162,000	Government contract
Servers	2	\$19,000	Government contract
Laptops, Monitors, PCs, Hard drives	4, 20, 25, 6	\$36,000	Government contract
Outreach Kiosks	2	\$4,000	Quotes
<b>Network Infrastructure</b>			
Firewalls	2	\$25,000	Government contract
Batteries for UPS Power BackUp System	1	\$40,000	RFP/Government contract
Phone System Software & Hardware Upgrade	1	\$46,000	RFP/Government contract
<b>Software</b>			
O365 Management Software	1	\$7,500	Quotes
Security Training	1	\$5,000	Quotes
<b>Services</b>			
Cloud Storage services	1	\$5,500	Quotes
<b>Total Estimated Cost</b>		\$350,000	

It is recommended that the Board approve the purchase of the above listed hardware and software for a total cost not to exceed \$350,000. Funds have been budgeted and approved in the FY 2016 UWP operating budget.

ACTION REQUESTED: Approval

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