



MEMORANDUM

To: CMAP Board

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

Date: January 4, 2017

Re: Contract Award for City of Harvard's Zoning and Subdivision Ordinance
and Intergovernmental Agreement

The CMAP local technical assistance (LTA) program is meant to advance the implementation of GO TO 2040 by providing resources to local governments. Over 130 projects have been completed through the LTA program, with 48 more 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.

In January 2016, the City of Harvard adopted its Comprehensive Plan, which establishes goals to maintain its farmland and natural resources, continue to develop a vibrant business community, preserve established neighborhoods, and provide residents with an effective transportation network. The plan recommends revising the City's zoning and subdivision ordinances as a key step toward implementing these goals. The zoning ordinance will implement the City's future land use plan and other land use policies via a suite of private property regulations, while the subdivision ordinance will govern the division of land into smaller parcels, ensuring adequate provision of roadways, utilities, open space, and public services. To that end, CMAP sought to hire a consulting firm to prepare new, modern, and user-friendly regulations for the City of Harvard.

Review Process

A Request for Proposals (RFP) was sent to potential contractors and posted to the CMAP website on September 2, 2016. Staff held a non-mandatory pre-bid information session for consultants on September 13. Notes pertaining to the discussion were released shortly thereafter and posted on the CMAP website. By September 23, CMAP had received proposals from three consultants: Camiros, Rolf C. Campbell and Associates, and Teska Associates.

Proposals were reviewed and scored by two CMAP staff, and one City staff member. The review team assessed each of the proposals according to criteria as stated in the RFP. The criteria for evaluation included the following:

1. The demonstrated record of experience of the contractor as well as identified staff in providing the professional services identified in this scope of work. Team expertise in natural resources protection, conservation design, and stormwater management is particularly necessary.
2. The contractor’s approach to preparing zoning and subdivision ordinances that address the priorities identified in the Project Background and Project Description sections.
3. The contractor’s approach to the zoning and subdivision ordinance development process, as specified in the Scope of Services section.
4. The quality and relevance of the examples of similar work.
5. The contractor’s integration of the principles of GO TO 2040 into the proposal.
6. The quality of the option(s) submitted.
7. Cost to CMAP, including consideration of all project costs, option costs, and per-hour rates.

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

Criteria	Maximum Score	Camiros	Rolf Campbell	Teska
Experience	30	26.3	20.0	25.0
Approach to priorities	15	11.9	8.8	13.2
Approach to process	15	12.0	11.2	13.2
Examples of similar work and consistency with GO TO 2040	20	16.3	9.7	17
Cost	20	15.7 (\$80,530)	10.8 (\$108,940)	8.9 (\$121,800)
Total	100	82.2	60.5	77.4

Recommendation for contractor selection

Following the interviews, CMAP and the City reached a consensus to select **Camiros** as the contractor to create the City of Harvard’s zoning and subdivision ordinances. Camiros’ interview showcased the team’s ability to address both the fundamental nuts and bolts of overhauling the regulations as well as the overarching transportation, land use, economic development, and conservation goals of the project. The team also demonstrated a wealth of experience in crafting zoning and subdivision ordinances, particularly in rural communities similar to Harvard, as well as expertise in sustainability requirements that will help to further the goals of the community’s comprehensive plan. Camiros’ proposal was the least expensive of the three proposals received and falls within a cost range that is reasonable for this type of project.

It is recommended that the Board approve the selection of Camiros for the City of Harvard’s zoning and subdivision ordinances. The total cost of this project will not exceed \$80,530.00. Support for this project has been included in the FY15 and FY16 budget.

ACTION REQUESTED: Approval



Chicago Metropolitan Agency for Planning

Agenda Item 6.2

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: January 4, 2017

Re: Contract Award for Freight Model Enhancements

The CMAP Strategic Plan for Advanced Model Development, published in June 2010, provides a framework for incrementally developing advanced modeling tools in response to agency policy priorities. One topic addressed in the GO TO 2040 regional comprehensive plan is the efficient movement of freight in the region. The Plan asked many freight policy and planning questions which cannot be answered using the traditional regional travel demand model. In addition, the Plan called for the development of more robust modeling tools to address the local and regional impacts of freight transportation based on changes in the economy and freight delivery systems. The overall development of the agency's freight model has been guided by the need to have an analysis tool that explains the economic choices made for goods movement across multiple modes and commodities, and that provides a picture of the national freight economy and the CMAP region's role in it.

Development of the CMAP freight model has proceeded in three phases; Phase 3 introduced a module that uses game theory in matching buyers and sellers within commodity markets and allows them to develop preferential trading partners over successive iterations of the market interactions. This agent-based computational economics approach used by the CMAP model is at the forefront of freight modeling practice and has served as the blueprint for freight models being developed for some other MPOs and for a new national model being developed for the Federal Highway Administration. Due to the complexity involved in implementing the third phase of the model, there were not sufficient resources to fully execute all of the desired tasks that had been envisioned. The purpose of this RFP was to develop procedures and input data to transition the freight model from a demonstration model to a production-quality analysis tool capable of assessing the impacts of freight policy questions. In addition, analyses will be completed to show that the freight model reasonably reflects observed patterns of commodity flows.

Review Process

A Request for Proposals (RFP) was sent to potential contractors and posted to the CMAP website on November 17, 2016. Staff held a non-mandatory on-line pre-bid information session for consultants on November 28. Questions posed during the on-line session and CMAP's responses were documented and posted on the CMAP website following the pre-bid session. On December 8, CMAP received a proposal from one consulting firm: RSG. Due to the highly-specialized nature of CMAP's freight modeling work and the specific software used at CMAP, staff anticipated that this firm would likely be the only respondent to the RFP.

CMAP's modeling staff is well-acquainted with the work and capabilities of key members of the proposed RSG team, as they developed Phases 2 and 3 of the agency's freight model over the last five years. The proposal was reviewed by a team of three CMAP staff members drawn from the agency's core travel demand modeling staff. In lieu of conducting a formal interview with the firm, the review team provided a set of follow-up questions to RSG seeking additional clarity on specific technical components of their proposal and requested written responses. Following receipt of the responses, the review team members each independently scored the proposal (taking into account the additional information received from the firm) based on the following five criteria listed in the RFP:

1. The quality of the proposal's independent articulation of the scope of work and understanding of project objectives.
2. The responsiveness of the proposal to the scope of work, as demonstrated through a clearly-defined methodology, process and timeline.
3. The demonstrated experience, of both firm and personnel assigned to this project, in providing the professional services identified in the scope of work.
4. The quality and relevance of the examples of similar work performed.
5. Cost to CMAP, including consideration of all project costs and per-hour costs.

The individual scores of the review team members were combined to develop a final composite score for the proposal, shown in the following table:

Criteria	Maximum Score	RSG
Articulation of the scope of work and understanding of project objectives	20	17.3
Responsiveness to the scope of work reflected in the methodology, process and timeline	20	16.0
Demonstrated experience of the firm and personnel assigned to the project	20	20.0
Quality and relevance of examples of similar work performed	20	20.0
Cost	20	14.0 \$199,832
Total	100	87.3

Recommendation for contractor selection

The review team recommends **RSG** as the contractor for the freight model enhancements project. RSG received the maximum possible scores for both their experience in freight modeling and in the examples of other work they have completed. The proposed team has been instrumental in developing the key components of CMAP's freight model, and has been implementing freight models based on the same structure for other agencies. While the score for the cost element was lower than the other categories, RSG's proposal calls for completing a significant amount of work during the project and the hourly rates are reasonable for a modeling contract. In addition, RSG will integrate some data visualization tools into the model structure (a deliverable not specified in the RFP), which will be beneficial in helping staff discuss the model with external partners.

It is recommended that the Board approve a contract with RSG to perform the freight model enhancements work in the amount of \$199,832. All of the work associated with this contract will be completed no later than June 30, 2017. Support for this project has been included in the FY16 Operating Budget.

ACTION REQUESTED: Approval



MEMORANDUM

To: CMAP Board

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

Date: January 4, 2017

Re: Authorization of Contract Extension and Increase Funding Limit with Thirst
Design Integration Consultants

One of many positive results of the GO TO 2040 planning process has been CMAP's relationship with the Chicago-based design firm Thirst (www.3st.com). They quickly became an important asset whose staff have added great value to our agency, helping us to integrate a design perspective that has benefited many projects such as the GO TO 2040 plan itself, the ON TO 2050 plan now in development, the campaign for congestion pricing, the CMAP website, and many others. In addition to their excellent design skills, Thirst brings a deep understanding of the issues central to urban planning, along with the ability to help staff and partners coalesce around materials that resonate deeply with our agency's diverse audiences.

A number of ON TO 2050 projects now underway involve Thirst, and we anticipate needing their assistance for the next several years as the plan moves toward adoption and implementation. Among the current ON TO 2050 projects are design and development of the Alternative Futures kiosk applications, new tools for interactive infographics and maps, coordinating photo- and videography, and envisioning the plan itself as a highly interactive web space. When the Alternative Futures phase ends, we envision developing new content for the kiosks to deploy upon adoption of the plan itself in October 2018. These and other activities will continue throughout the plan's development and well beyond.

In June 2012, the Board authorized CMAP staff to expend up to \$520,000 in a series of one-year contract extensions with Thirst. As of June 30, 2017, we will have spent all but \$30,500 of that authorized total. The contract called for possible one-year extensions, with the final one being from July 1, 2017 until June 30, 2018. The ON TO 2050 work that is underway with Thirst is certainly anticipated to continue beyond that date, well into the plan's implementation phase that will begin in the final months of 2018.

Due to the complexity of the ON TO 2050 Comprehensive Regional Plan outreach effort that is currently underway, it is in the best interest of the Agency and the region to amend the existing contract one additional year, pending CMAP Board approval. Prior to the expiration of the amendment in question, a fully competitive RFP will be issued for the services currently provided by Thirst.

For these reasons, we request approval to extend CMAP's agreement with Thirst to enable a further expenditure of \$200,000 each in FY18 and FY19, ending on June 30, 2019, as follows:

Contract (Vendor)	FY17 Budget	Anticipated FY18 Budget	Anticipated FY19 Budget
Design Integration (Thirst)	\$150,000	\$200,000	\$200,000

In addition to that authorization of expenditures, we request that the Board allow CMAP the option of a single additional one-year extension (July 1, 2018 to June 30, 2019).

ACTION REQUESTED: Approval



Chicago Metropolitan Agency for Planning

Agenda Item No. 6.4

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: January 4, 2017

Re: Approval of Intergovernmental Agreement with Chicago Housing Authority and Contract with BRicK Partners to Support the Regional Housing Initiative

For the past two years, CMAP has assisted the region's public housing authorities in supporting the Regional Housing Initiative (RHI), which allocates project-based vouchers to affordable housing projects, providing a financing source for affordable housing developers. Public housing authorities are each allocated project-based vouchers by the U.S. Department of Housing and Urban Development (HUD), and use most of these internally, but also contribute to a regional pool that can be used anywhere across the metropolitan area. CMAP's role is to evaluate proposed developments for their consistency with local plans, proximity to transit service, and similar factors, and provide advice to the public housing authorities.

In FY16, RHI was funded through a pilot grant from HUD, with the McHenry County Housing Authority acting as the fiscal agent. This funding was split between CMAP and BRicK Partners, an organization which conducts other administrative activities to support RHI and the public housing authorities that participate in it. In FY17, the HUD pilot ended, and funding for RHI will instead be contributed from the Chicago Housing Authority (CHA).

The total FY17 cost of the RHI program is \$140,000. Half of this supports CMAP's activities, and the other half supports BRicK Partners. The CHA will be providing a grant to CMAP for the full \$140,000, and CMAP will pass through half of this funding to BRicK Partners.

The Board is asked to approve two actions related to this item:

- Approval of an Intergovernmental Agreement with the CHA to receive funding to support the RHI program.

- Approval of a sole source contract with BRick Partners to conduct their portion of the RHI program.

ACTION REQUESTED: Approval

###

CHICAGO METROPOLITAN AGENCY FOR PLANNING

RESOLUTION NO. 2017-01

WHEREAS, the Chicago Metropolitan Agency for Planning (“**CMAP**”), pursuant to the Regional Planning Act of, 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, CHA, the Housing Authority of Cook County, the Lake County Housing Authority, and the Metropolitan Planning Council (collectively, “Participating Parties”) are signatories to the Intergovernmental Agreement (“IGA”) dated August 22, 2002 establishing the Regional Housing Initiative (“**RHI**”).

WHEREAS, The RHI was established to address the region’s current housing shortage and promote a more equitable distribution of affordable housing opportunities and to encourage the development, rehabilitation and preservation of quality rental housing throughout the Chicago metropolitan region;

WHEREAS, the Participating Parties acknowledge that funding for the administrative oversight of the RHI program is needed; and

WHEREAS, the Chicago Housing Authority (“**CHA**”) desires to provide funding and CMAP desires to provide the administrative oversight of the RHI program for a one-year base term; and

WHEREAS, CMAP and the CHA have negotiated an Intergovernmental Agreement for the purpose of provide funding for the administrative oversight of the RHI program, including an update to the intergovernmental structure for the Participating Parties, subcontractors, procedures, selection criteria, metrics and an annual plan, for a one-year term.

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 Chicago Housing Authority in substantially the form of the agreement attached to this Resolution, and the Executive Director is authorized to execute said Intergovernmental Agreement.

Approved: _____ Date: _____
Board Chair

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CHICAGO HOUSING AUTHORITY AND
THE CHICAGO METROPOLITAN AGENCY FOR PLANNING**

This Intergovernmental Agreement (“IGA”) is made and entered into this _____ day of _____, 2016, by and between the **CHICAGO HOUSING AUTHORITY (“CHA”)**, an Illinois municipal corporation and the **CHICAGO METROPOLITAN AGENCY FOR PLANNING (“CMAP”)**, a body politic and corporate created by the State of Illinois (collectively referred to herein as the “Parties”).

RECITALS

WHEREAS, CHA, the Housing Authority of Cook County, the Lake County Housing Authority, and the Metropolitan Planning Council (collectively, “Participating Parties”) are signatories to the Intergovernmental Agreement (“IGA”) dated August 22, 2002 establishing the Regional Housing Initiative (“RHI”) and attached hereto as Exhibit A;

WHEREAS, The RHI was established to address the region’s current housing shortage and promote a more equitable distribution of affordable housing opportunities and to encourage the development, rehabilitation and preservation of quality rental housing throughout the Chicago metropolitan region;

WHEREAS, the Participating Parties acknowledge that funding for the administrative oversight of the RHI program is needed; and

WHEREAS, CHA desires to provide funding and CMAP desires to provide the administrative oversight of the RHI program for a one-year base term; and

NOW, THEREFORE, the Parties hereto, in consideration of the mutual covenants hereinafter contained, agree as follows:

1. INCORPORATION OF RECITALS.

The recitals set forth above are incorporated by reference as if fully set forth herein and made a part hereof.

2. PURPOSE OF THE AGREEMENT.

The purpose of this Agreement is to provide funding for the administrative oversight of the RHI program, including an update to the intergovernmental structure for the Participating Parties, procedures, selection criteria, metrics and an annual plan, for a one-year term.

3. TERM.

The term of this IGA shall commence upon the date hereof and shall terminate upon the earlier of 1) July 31, 2017 or 2) according to the terms of Section 6 herein.

4. FUNDING AMOUNT

CMAP shall collect RHI fees in accordance with the fee structure published in the Regional Housing Initiative Application, dated May 16, 2016 attached hereto as Exhibit B. CMAP shall utilize these fees to fund staff and indirect costs associated with the performance of the services set forth in Section 5.1 below.

CHA shall provide funding to CMAP for the duties and responsibilities set forth in Section 5.1 below, in an amount not to exceed One Hundred Forty Thousand Dollars and No/100 (\$140,000.00).

CMAP shall report to CHA by May 30, 2017, all RHI fees collected. The RHI fees collected will be deducted from the July 31, 2017 scheduled payment due CMAP.

5. DUTIES AND RESPONSIBILITIES

Section 5.1 CMAP's Services to be Performed and Responsibilities. CMAP will perform the following services:

- (a) CMAP shall work with BRick Partners, LLC (the "**Subcontractor**") and the Participating Parties to:
 - (1) Update the RHI intergovernmental structure;
 - (2) Establish selection criteria for property developers seeking project-based vouchers;
 - (3) Develop RHI metrics, annual timelines and procedures for waitlist administration and applicant selection process;
 - (4) Promote sustainability and improve tracking mechanisms; and
 - (5) Reflect latest Affirmative Furthering Fair Housing, Moving To Work and other regional, state and federal priorities.
- (b) CMAP shall work with Subcontractor to execute an outreach and marketing strategy in compliance with U.S. Department of Housing and Urban Development ("**HUD**") regulations in coordination with local industry groups and policymakers, with an increased focus on non-Low Income Housing Tax Credit ("**LIHTC**") opportunity area preservation. CMAP shall lead the implementation of the outreach and marketing strategy, with support from Subcontractor as needed.
- (c) CMAP shall work with Subcontractor to arrange and attend all pre-meetings with prospective developers, review preliminary information submitted, help determine eligibility for a conditional commitment letter for LIHTC applicants, and draft and send conditional commitment letters to the Illinois Housing Development Authority ("**IHDA**"). CMAP shall coordinate information and timeliness of conditional commitment letters with the Participating Parties to solicit feedback on proposed rents, Developers and IHDA.
- (d) CMAP shall process and review developer applications, focusing on market and site location, regional and local policy priorities, and plan implementation. CMAP shall prepare relevant parts of the application summary submitted to the Participating Parties and present findings at a Participating Parties meeting.
- (e) CMAP shall assist Participating Parties with completing evaluation forms for each developer application presented for consideration, tabulate scores, and help determine which proposals will receive commitment letters. CMAP will draft and send these commitment letters to IHDA or other relevant funders.

- (f) CMAP will monitor the housing unit development process prior to the execution of a Housing Assistance Payment Contract (“**HAP Contract**”).
- (g) CMAP shall work with Subcontractor to evaluate the outcomes of the funded activities, focusing specifically on the effectiveness of:
 - (1) Activities intended to promote the development of housing units in opportunity areas;
 - (2) The Administration of the regional waiting list; and
 - (3) The strategies intended to encourage families on the regional waiting list to move to opportunity areas.
- (h) CMAP shall work with Subcontractor and the Participating Parties to establish waitlist placement goals and create a data sharing agreement between the Participating Parties and Subcontractor.
- (i) CMAP shall try to achieve no less than twenty percent (20%) of individuals that lease a unit are referred from the CHA waitlist.

Section 5.2 CHA's Duties and Responsibilities. CHA shall be responsible for making payments to CMAP in the amounts and on the dates set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit C. Payments during the term set forth in Article Three shall not exceed the amount of One Hundred Forty Thousand Dollars and No/100 (\$140,000.00).

6. TERMINATION

6.1 CHA may terminate this agreement if CMAP fails to comply with any of its obligations under Section 5.1 of this agreement. Prior to issuing a notice of termination under this provision, CHA shall provide CMAP with written notice that specifically details CMAP's failure to comply with its obligations under Section 5.1. If, within thirty (30) days of receipt of said written notice, CMAP fails to take corrective action to comply with said obligations, CHA shall provide CMAP with thirty (30) days written notice of its termination of this agreement pursuant to this Section 6.1.

6.2. CHA and CMAP may terminate this agreement at any time, without cause, upon giving ninety (90) days written notice to the other party.

7. GENERAL TERMS AND CONDITIONS

7.1 Warranties and Representations

In connection with the execution of this Agreement, the CHA and CMAP each warrant and represent that it is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein.

7.2 Non-liability of Public Officials

No official, employee or agent of the CHA or CMAP shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of any breach hereof.

7.3 Entire Agreement

This agreement, and the exhibits attached and incorporated hereby, shall constitute the entire agreement between the parties. There are no representations, warranties, conditions or other agreements, whether direct or collateral, or express or implied, that form part of or affect this agreement, or that induced any party to enter into this agreement or on which reliance is placed by any party, except as specifically set forth in this agreement.

7.4 Counterparts

This agreement is comprised of several identical counterparts, each of which may be fully executed by the parties and, as executed, will be deemed an original having identical legal effect.

7.5 Amendments

No changes, amendments, modifications or discharge of this agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of CHA and by the authorized officer(s) of CMAP or their respective successors and/or assigns.

7.6 Severability

If any provisions of this agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions hereof or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentence clauses or sections contained in this agreement shall not affect the remaining portions of this Agreement or any part thereof.

7.7 Interpretation

Any headings of this agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this agreement.

7.8 Cooperation

CHA and CMAP agree at all times to cooperate fully with one another in the implementation of this agreement.

7.9 Assignment

Neither CHA nor CMAP shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this agreement, or any part hereof, unless as approved in writing by the other party. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

7.10 Governing Law

The parties agree that any disputes that arise, as a result of this agreement shall be heard in an Illinois court of competent jurisdiction located in Chicago, Illinois.

7.11 Time of Essence

Time is of the essence in this agreement.

7.12 Waiver

The failure by either party to enforce any provisions of this agreement shall not be construed as a waiver or limitation on that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

8. NOTICES

All notices and communications concerning this Agreement shall be sent by first-class prepaid mail as follows:

If to the CHA: Chicago Housing Authority
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attn: Chief Executive Officer

With a copy to: Chicago Housing Authority
60 East Van Buren Street, 10th Floor
Chicago, Illinois 60605

With a copy to: Chicago Housing Authority
Office of the General Counsel
60 East Van Buren Street, 12th Floor
Chicago, Illinois 60605
Attn: Chief Legal Officer

If to the CMAP: Chicago Metropolitan Agency for Planning
233 South Wacker Drive, Room 800
Chicago, Illinois 60606
Attn: Jonathan Burch, Principal Planner

With a copy to:

Chicago Metropolitan Agency for Planning
233 S. Wacker Drive, Suite 800
Chicago, Illinois 60606
Attn: Penny DuBernat, Procurement Officer

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above and shall be effective five days after writing.

9. AUTHORITY

9.1. CHA Authority

Resolution No. 2016-CHA-82 passed by the CHA Board of Commissioners on July 19, 2016 has authorized execution of this Agreement by the CHA.

9.2 CMAP Authority

_____ passed by the CMAP Board on
_____, 20__ has authorized execution of this Agreement by
CMAP.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, CHA and CMAP have executed this IGA as of the date set forth above.

CHICAGO HOUSING AUTHORITY
an Illinois municipal corporation

By: _____
Eugene E. Jones, Jr.
Chief Executive Officer

CHICAGO METROPOLITAN AGENCY FOR PLANNING
a body politic and corporate created by the State of Illinois

By: _____
Joseph C. Szabo
Executive Director

ACKNOWLEDGED BY:

The McHenry County Housing Authority,
an Illinois municipal corporation

By:
Its: Executive Director

The Housing Authority of Cook County,
an Illinois _____

By:
Its: Executive Director

The Lake County Housing Authority,
an Illinois _____

By:
Its: Executive Director

The Joliet Housing Authority,
an Illinois _____

By:
Its: Executive Director

The DuPage County Housing Authority
An Illinois _____

By: _____
Its: Executive Director

The Oak Park Housing Authority,
an Illinois: _____

By: _____
Its: Executive Director

The Waukegan Housing Authority,
an Illinois: _____

By _____
Its; Executive Director

The North Chicago Housing Authority,
an Illinois: _____

By: _____
Its: Executive Director

The Park Forest Housing Authority,
an Illinois: _____

By: _____
Its Executive Director

EXHIBIT A

RHI INTERGOVERNMENTAL AGREEMENT

(see attached)

EXHIBIT B

RHI FEE STRUCTURE

The following fees are due prior to each of the corresponding steps in the process. Checks should be made payable to the Chicago Metropolitan Agency for Planning.

1. Pre-application interview: \$500
2. Application fee: \$2,000
3. Re-application fee for previously supported projects within the last two years:
\$1,000

EXHIBIT C

PAYMENT SCHEDULE EXHIBIT C

PAYMENT SCHEDULE

Partial Payment Number	Delivery Date	Payment Amount
1	February 1, 2017	\$40,000
2	April 1, 2017	\$40,000
3	June 1, 2017	\$40,000
4	July 31, 2017	\$20,000

INTERGOVERNMENTAL AGREEMENT

This agreement (the "Intergovernmental Agreement") is made and entered into as of the _____ day of August, 2002, by and between the Chicago Housing Authority ("CHA"), the Housing Authority of Cook County ("Cook"), and the Lake County Housing Authority ("LCHA"), , all municipal corporations and units of local government organized and existing under and by virtue of the Constitution and laws of the State of Illinois (collectively the "Participating Housing Authorities"), the Metropolitan Planning Council ("MPC"), a private non-profit and the Illinois Housing Development Authority ("IHDA"), a body politic and corporate as created by and existing under the Illinois Housing Development Act (hereinafter collectively the "Parties"), to establish a new program entitled the Regional Housing Initiative (the "RHI").

RECITALS:

Whereas, in November 1999, the Metropolitan Planning Council released *For Rent: Housing Options in the Chicago Region* (the "Study"). A key finding of the Study was the shortage of rental housing affordable to families earning less than \$20,000 per year (30% of the Area Median Household Income).

Whereas, the Study found that the region's supply is not keeping up with demand and suggested that certain barriers impede new development.

Whereas, quality rental housing is a crucial part of a healthy housing market and is fundamental to the stability of families and neighborhoods throughout the region.

Whereas, the Study found that the average rents near burgeoning employment centers are higher than what entry-level workers can afford, which translates into commute times of up to 90-minutes one-way for employees who cannot afford to live near their work.

Whereas, the Study found that the vacancy rate for the region stands at 4.2% which is significantly lower than the 6% threshold the U.S. Department of Housing and Urban Development uses to indicate a tight market.

Whereas, Housing Authorities are permitted by statute, the ability to convert up to 20% of their funding available for tenant-based assistance to project based vouchers.

Whereas, to address the region's current housing shortage, the Participating Housing Authorities have proposed creating the RHI to stimulate the supply of rental housing for low-income families by converting some existing units, as well as constructing new units.

Whereas, in an effort to create the RHI, the Participating Housing Authorities contacted IHDA to solicit projects for the RHI and to request that IHDA act as the administrative agent for the RHI. Below are the terms that the Participating Housing Authorities, MPC and IHDA have agreed to for establishing and operating the RHI.

Now therefore, in consideration of the covenants and mutual agreements herein contained, the Parties agree as follows:

1. Covenants and Responsibilities of Participating Housing Authorities.

1.1 Each of the Participating Housing Authorities hereby agrees to contribute¹ the following number of Housing Choice Vouchers ("Vouchers") to the RHI in its initial year:

Chicago	219	66.8%
Cook	90	27.4%
Lake	19	5.8%
TOTAL	328	100 %

Thereafter, if any of the Participating Housing Authorities so choose, the number of Vouchers that each Participating Housing Authority contributes to the RHI may be adjusted annually.² If not all of the committed Vouchers are awarded to a project within a year, the participating Housing Authorities may reduce the number of Vouchers in the proportions set out in this Section 1.1.

1.2 The Parties agree to form a panel that will select the projects acceptable to the RHI. The panel will consist of each Participating Housing Authority, IHDA and MPC (the "Selection Panel"). IHDA and the MPC will have only advisory seats on the Selection Panel. Each Participating Housing Authority will have one vote, except for the CHA which will have two votes. In the event of a tie, MPC will make the deciding vote.

1.3 The RHI Participants will draft and issue an appropriate solicitation document in order to locate eligible projects that wish to participate in the RHI. Proposals will be submitted to IHDA who will then submit them to the Selection Panel for review. The Selection Panel will rank the potential projects and determine which projects will be eligible to receive Vouchers.

¹ Should any of the Participating Housing Authorities be at full utilization and therefore not have the specified number of vouchers available, they may adjust their contribution accordingly.

The Selection Panel will then recommend an allocation of Vouchers to selected projects based upon its rankings and determinations. The Selection Panel will submit its recommendations for projects to the Participating Housing Authority in which that project is located ("Lead Authority"). Each Lead Housing Authority will have final approval of the projects recommended for its jurisdiction. Projects applying to IHDA for Low Income Housing Tax Credits may also be eligible for extra point(s) under IHDA's Qualified Allocation Plan.

1.3A The Participating Housing Authorities will work together to announce the RHI to the development community, local governments and to the general public. In addition, the Participating Housing Authorities will work with IHDA on general marketing and outreach for the program. Participating Housing Authorities will be responsible for publishing marketing and promotional materials.

1.4 The Selection Panel for RHI will meet quarterly at the offices of IHDA. The Selection Panel can agree to meet more often as needed. Should a meeting not be needed, all Parties must agree to a cancellation of the quarterly meeting.

1.5 The Participating Housing Authorities have agreed upon preliminary selection criteria attached hereto as Exhibit A (hereafter "Housing Endorsement Criteria"). In addition, no project can receive less than 5 vouchers and no more than 25% of the total vouchers available in any given year, except upon the unanimous consent of the Participating Housing Authorities.

² The number of vouchers committed by each Housing Authority is based on 10% of its annual turnover, well below

1.6 The Participating Housing Authorities have set as a goal that projects will be selected so that at least 25% of the vouchers contributed from each jurisdiction will be placed within that jurisdiction. All projects will be within the jurisdiction of Participating Housing Authorities.

1.7 The Lead Housing Authority will be responsible for contacting and working with the developer of the selected project. This includes negotiating and administering the Agreement to Enter a Housing Assistance Payments Contract ("AHAP") and the Housing Assistance Payments Contract ("HAP") with the developer. In addition, the Lead Housing Authority must require the developer (as an obligation under the RHI) to create a PHA referral list from which potential Housing Choice Voucher residents will be drawn. That list will be open only to applicants targeted by the administrative plans of and referred to the owners by the Participating Housing Authorities

1.8 If a project has been selected for the RHI, the Participating Housing Authorities will transfer the necessary Vouchers to the Lead Housing Authority to meet the obligations of the AHAP . Each Participating Housing Authority will be responsible for contributing its share of Vouchers to the RHI on a pro rata basis to the extent practicable or unless otherwise agreed. The Lead Housing Authority responsible for the selected project will be responsible for coordinating with the Participating Housing Authorities regarding the timing of the contribution of the Vouchers. When Vouchers from Participating Housing Authorities need to be transferred to the Lead Housing Authority, the Participating Housing Authorities will cooperate with the Lead Housing Authority and HUD to make a quick transfer. The Lead Housing Authority will take responsibility to ensure that the transfer is handled expeditiously.

the 20% allowed by law.

1.9 The Lead Housing Authority will be responsible for negotiating and signing the AHAP and, when the project is ready for occupancy, the HAP contract. The Lead Housing Authority will regularly update the other Participating Housing Authorities regarding the progress on the selected project and the prior residency of any applicants who have applied for residency at the selected project.

1.10 Priority consideration will be granted to all applicants on the referral list that work within a 12-mile radius of the selected project, or are unemployed by reasons of age or disability. For the purposes of this paragraph, "work" is defined as being: (i) employed by a local employer for at least the past three months and working at least 30 hours a week at minimum wage or (ii) enrolled in a training program certified or endorsed by the local Workforce Development Board that will likely end with employment within a 12 mile radius. The 12-mile radius may be extended in rural jurisdictions. The remaining applicants will be considered for housing after screening of priority applicants has been completed.

1.11 The Lead Housing Authority will work with the developer of a selected project and coordinate with the other Participating Housing Authorities to assure that a PHA referral list is created and properly utilized for filling initial and subsequent vacancies. The PHA referral list must be kept up-to-date by the developer and must be of adequate size to assure minimum vacancy turnaround time. Generally, the referral list should comprise at least three (3) pre-qualified applicants (in conjunction with the requirements set out in Section 1.7 above) for each subsidized unit. When there is an insufficient number of applicants on the PHA referral list, the developer will work directly with the Lead Housing Authority to replenish the list. The Lead

Housing Authority will notify the other Participating Housing Authorities of the need for eligible applicants and a reasonable deadline by which applicants must be referred. According to applicable law, court order and consent decree, each Participating Housing Authority will have the ability to take applications for a selected property at their own location, and to refer applicants by forwarding their applications to the owner/manager of the project. Once the deadline for receipt of applications is past, the owner/manager of the project will randomize the order in which each application will be reviewed. As individual applications are considered in the resulting order, the property screening criteria, including the preference for applicants working within a 12-mile radius, will be applied.

2. Covenants and Responsibilities of IHDA .

2.1 IHDA agrees to solicit projects for the RHI in conjunction with its low income housing tax credit program and, when possible, to solicit potential projects through its other programs.

2.2 IHDA will collect the responses to the RFP issued by the Participating Housing Authorities and distribute them to the Selection Panel for review.

2.3 IHDA will convene the Selection Panel quarterly and distribute for consideration a list of all projects submitted in response to the RFP issued by the Participating Housing Authorities.

2.4 In conjunction with its Qualified Allocation Plan ("QAP"), IHDA agrees to award the appropriate number of points to each project that is eligible for said point under IHDA's QAP.

Upon its final determination of the allocation of tax credits (for any given round), IHDA will notify the Participating Housing Authorities which of the recommended and approved projects received an allocation of tax credits. IHDA's commitment to include this priority within its QAP will cease upon termination of its participation in the RHI or upon the termination of this Intergovernmental Agreement.

2.5 IHDA will work with the Participating Housing Authorities and other local officials to market the program to developers and local officials in order to solicit projects that meet the Housing Endorsement Criteria.

2.6 IHDA will advise the Selection Panel in an attempt to effect project selection consistent with RHI's goal that each Participating Housing Authority will have at least 25% of the vouchers it contributes placed within its jurisdiction.

2.7 IHDA will work with the Participating Housing Authorities as necessary to seek any waivers from HUD to support RHI.

3. Adding other Housing Authorities. In the event that other Housing Authorities within the six county metropolitan region (Cook, DuPage, Kane, Lake, McHenry, Will) would like to participate in a given year they may do so with the following stipulations:

- They must contribute 10% of their annual turnover of their total housing choice vouchers.
- They must agree to the terms and conditions set out in this Intergovernmental Agreement.
- They must agree to work with developers and local officials within their area to solicit quality projects that support the goals of RHI.

- They must obtain the approval of all parties to this Agreement.

4. **Additional Vouchers.** The Participating Housing Authorities agree that during the first year of operation no additional Vouchers will be sought from sources other than the Participating Housing Authorities. In future years, should the Participating Housing Authorities agree, applications may be made to HUD by IHDA on behalf of the Participating Housing Authorities for a portion of the Fair Share Vouchers available through Notices of Funding Availability (NOFA) or any other competitive round that HUD may offer. Such application would not preclude any of the Participating Housing Authorities from making their own application in the same round. (Note: If IHDA is successful in their bid for more vouchers, those vouchers would be added to the pool on the same pro rata basis as shown in Section 1.1 or by such percentage as the Participating Housing Authorities may determine in the future.)

5. **Consents.** Whenever the consent or approval of one or all of the parties to this Agreement is required hereunder, such consent or approval shall be attended to expeditiously.

6. **Notices.** Notices to the appropriate entities of pending claims shall be addressed to:

Chicago Housing Authority
Chief Executive Office
626 W. Jackson
Chicago, Illinois 60660

Cook County Housing Authority
Executive Director
310 S. Michigan
Chicago, Illinois 60604

Lake County Housing Authority
Executive Director
33928 N. Route 45

Grayslake, Ill. 60030

Illinois Housing Development Authority
Executive Director
401 N. Michigan Suite 900
Chicago, Illinois 60611

Metropolitan Planning Council
President
25 E. Washington Suite 1600
Chicago, Illinois 60602

All notices shall be sent, at a minimum, by First Class mail, postage prepaid.

7. **Indemnification of IHDA.** To the extent permitted by law, the Participating Housing Authorities agree to indemnify and hold IHDA harmless from and against, and to pay promptly after demand, any and all claims, damages, losses, liabilities, reasonable costs, and expenses whatsoever that IHDA may incur or suffer by reason of or in connection with the execution and delivery of this Intergovernmental Agreement or any other documents which may be delivered in connection herewith; provided that, this indemnification, and the waiver against IHDA set forth in paragraph 8 hereof, does not extend to actions, claims, losses, costs, expenses or liabilities that arise from IHDA's breach of any its representations and warranties contained herein or IHDA's gross negligence or willful misconduct. This indemnification is limited to actions arising out of this Intergovernmental Agreement and not to actions that arise solely from IHDA's administration of other programs, such as the Tax Credit Program. IHDA shall promptly notify the Participating Housing Authorities in writing of any claim or threatened claim, and shall allow CHA, at its option, to defend or participate in the defense, and shall cooperate in such defense. The Participating Housing Authorities or any one of them, within thirty days after demand by IHDA, shall reimburse IHDA (or in the event CHA elects to defend, shall reimburse CHA) for any reasonable legal expenses incurred in connection with defending against any claim that is eligible for Indemnity hereunder, provided that IHDA shall not incur any significant expense

without the prior written approval of the Participating Housing Authorities. The obligations of the Participating Housing Authorities and each of them under this Section shall be joint and several, provided that no Participating Housing Authority shall be obligated to indemnify IHDA with respect to claims alleged or adjudged to arise solely from the conduct, acts or omissions of the other Parties, and shall survive any expiration or termination of this Intergovernmental Agreement. IHDA represents and warrants that it has the power and authority to execute, deliver and perform this agreement, that this agreement has been duly executed by an authorized officer, and that IHDA's performance hereunder does not conflict with any laws governing IHDA's activities or any contracts, orders or decrees by which it is bound. Nothing in this paragraph shall be deemed to impair or affect any Participating Housing Authorities rights to seek contribution from any other Participating Housing Authority, and the Participating Housing Authorities agree to share equally the costs under this paragraph.

8. Waiver against IHDA. It is understood and agreed that by entering into this Intergovernmental Agreement, the Parties hereby waive any and all rights, claims or actions against IHDA that they may have or otherwise be entitled to in connection with the execution and delivery of this Intergovernmental Agreement or any other documents which may be delivered in connection herewith.

9. Non-Waiver as Between Participating Housing Authorities. It is understood and agreed that notwithstanding the waivers as against IHDA in Section 8, the entry into this Intergovernmental Agreement by the Participating Housing Authorities shall not operate or be construed as a waiver of any rights, claims or actions by or between any Participating Housing

Authority. The Participating Housing Authorities expressly reserve the right to bring an action resulting from the execution of this Intergovernmental Agreement against each other.

10. Withdrawal.

10.1 IHDA has the right to withdraw from this Intergovernmental Agreement, and its obligations hereunder, at any time and for any reason. To effectuate this withdrawal, IHDA agrees to serve written notice upon the Parties identified in Paragraph 6 within ninety (90) days of its proposed withdrawal date. In the event that IHDA elects such a withdrawal, it is up to the Participating Housing Authorities to find another agency to replace IHDA or to stop the program. In the event that the Participating Housing Authorities no longer want to participate, the RHI shall be terminated.

10.2 It is the intent of the Participating Housing Authorities that the commitments made under this Intergovernmental Agreement be conditioned upon satisfactory performance of the commitments made by the other Parties hereto. Each Participating Housing Authority shall have the right to withdraw from this Intergovernmental Agreement if the other parties fail or refuse to honor any of their commitments under this Intergovernmental Agreement. The Participating Housing Authorities have the right to withdraw their participation in this Intergovernmental Agreement should they believe that the RHI no longer serves its intended purpose. Each Participating Housing Authority has the right to withdraw its relationship with RHI with a 90-day written notice. In the event of a Participating Housing Authority's withdrawal from the RHI or the decision to terminate the RHI, the Participating Housing Authorities agree to fulfill all other obligations to the developments assisted with Vouchers through the end of the term of the HAP contract.

11. Governing Laws.

11.1 The laws of the State of Illinois shall govern this Intergovernmental Agreement. If any provision of this Intergovernmental Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law, or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Intergovernmental Agreement shall not effect the remaining portions of this Intergovernmental Agreement or any part hereof.

11.2 **Compliance with Laws.** The RHI parties effected, agree to comply with laws, court orders, and consent decrees where applicable to the activities contained herein including, but not limited to the *Latinos United Consent Decree*, as amended, Cause #94-C1229, in the United States District Court in the Northern District of Illinois.

12. **Non-Appropriation.** Funding for this Intergovernmental Agreement is subject to 1) availability of Federal funds from HUD, 2) the approval of funding by the Board of Commissioners of the Participating Housing Authorities. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period of the Participating Housing Authorities for payments to be made under this Intergovernmental Agreement, then the

participating Housing Authority shall promptly notify the parties to this Intergovernmental Agreement of such occurrence and this Intergovernmental Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or when the funds appropriated for payment under this Intergovernmental Agreement are exhausted.

13. Counterparts. This Intergovernmental Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

14. Entire Agreement. This Intergovernmental Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement of all Parties.

15. Separate Entities. It is understood and agreed that nothing contained herein is intended or should be construed as in any way affecting the status of the Participating Housing Authorities and IHDA as separate, independent and distinct entities under Illinois or any other law. It is further understood and agreed that nothing herein is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto, or as constituting the parties as representatives of each other for any purpose.

16. Non-liability of Public Officials. No official, employee or agent of any party shall be charged personally by the other or by an assignee or subcontractor with any liability or expenses of defense or be held personally liable under any term or provision of this Intergovernmental Agreement, because of such party's execution or attempted execution of this Intergovernmental Agreement, or because of any breach hereof.

17. **Interpretation.** Any headings of this Intergovernmental Agreement are for convenience of reference only and do not define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document shall be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights duties, and obligations of such persons or entities in accordance with the terms and conditions of this Intergovernmental Agreement.

18. **Waiver.** Whenever, under this Intergovernmental Agreement, a party, by a proper authority, waives another party's performance in any respect or waives a requirement or condition of another party's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver shall be construed as a modification of this Intergovernmental Agreement regardless of the number of times a party may have waived the performance, requirement or condition.

19. **Authority.** This Agreement is entered into by authority of and in accordance with the provisions of the Illinois Housing Development Act, 20 ILCS 3805/1, et. seq., as amended, the United States Housing Act of 1937, 42 U.S.C. Section 437 et seq., the regulations promulgated by HUD, the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, the

Intergovernmental Cooperation Act 5 ILCS 221-1 et. seq., Article 7 Section 10 of Illinois Constitution, and any other applicable laws, regulations and ordinances.

In Witness Whereof, each Participating Housing Authority has approved this Intergovernmental Agreement by Resolution of their Board of Commission who has given the authority to their Executive Director to sign on their behalf, IHDA and MPC have caused the same to be approved by their respective Boards of Directors who have given the Executive Directors authority to sign on their behalf.

Agreed and Accepted:

Illinois Housing Development Authority
A Body Politic and Corporate of the
State of Illinois



By: Peter Dwars
Its Executive Director

Housing Authority of Cook County,
A Municipal Corporation

James Floyd
Executive Director

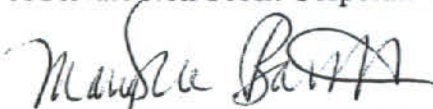
Lake County Housing Authority
A Municipal Corporation

Alon Jeffrey
Executive Director

Chicago Housing Authority
A Municipal Corporation

By: Terry Peterson
Its: Chief Executive Officer

Metropolitan Planning Council
A Private Non-Profit Corporation



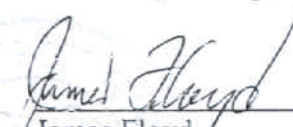
by: Mary Sue Barrett
Its: President

Agreed and Accepted:

Illinois Housing Development Authority
A Body Politic and Corporate of the
State of Illinois

By: Peter Dwars
Its Executive Director

Housing Authority of Cook County,
A Municipal Corporation



James Floyd
Executive Director

Lake County Housing Authority
A Municipal Corporation

Alon Jeffrey
Executive Director

Chicago Housing Authority
A Municipal Corporation

By: Terry Peterson
Its: Chief Executive Officer

Metropolitan Planning Council
A Private Non-Profit Corporation

by: Mary Sue Barrett
Its: President

Agreed and Accepted:

Illinois Housing Development Authority
A Body Politic and Corporate of the
State of Illinois

By: Peter Dwars
Its Executive Director

Housing Authority of Cook County,
A Municipal Corporation

James Floyd
Executive Director

Lake County Housing Authority
A Municipal Corporation




Alon Jeffrey
Executive Director

Chicago Housing Authority
A Municipal Corporation

By: Terry Peterson
Its: Chief Executive Officer

Metropolitan Planning Council
A Private Non-Profit Corporation



by: Mary Sue Barrett
Its: President

Agreed and Accepted:

Illinois Housing Development Authority
A Body Politic and Corporate of the
State of Illinois

By: Peter Dwars
Its Executive Director

Housing Authority of Cook County,
A Municipal Corporation

James Floyd
Executive Director

Lake County Housing Authority
A Municipal Corporation

Alon Jeffrey
Executive Director

Chicago Housing Authority
A Municipal Corporation



By: Terry Peterson
Its: Chief Executive Officer

Metropolitan Planning Council
A Private Non-Profit Corporation

by: Mary Sue Barrett
Its: President