

15-1

**RESOLUTION TO APPROVE  
THE EXECUTION OF A CONTRACT BETWEEN  
VALERA YAZELL AND  
THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION**

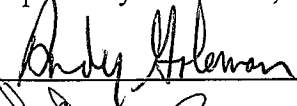
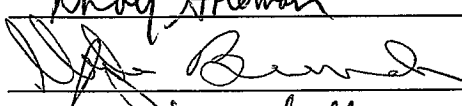
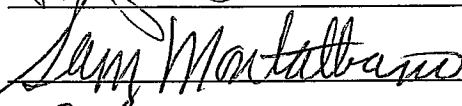
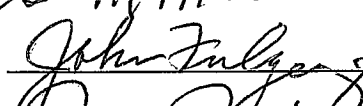
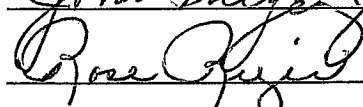
**WHEREAS**, the Springfield-Sangamon County Regional Planning Commission wishes to hire Valera Yazell for small community economic development planning project consultant assistance; and

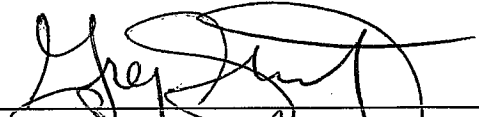
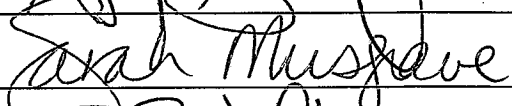
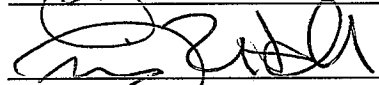
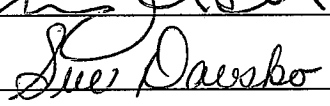
**WHEREAS**, the Springfield-Sangamon County Regional Planning Commission will provide \$21,000.00 to Valera Yazell for this service; and

**WHEREAS**, funding for this contract is available using State of Illinois 2013 Comprehensive Regional Planning funds.

**NOW THEREFORE BE IT RESOLVED** by the members of the Finance Committee of the Sangamon County Board in session this 23<sup>rd</sup> day of April, 2013, that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and Valera Yazell is hereby approved.

Respectfully Submitted,

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_

**NOW THEREFORE BE IT RESOLVED**, by the Sangamon County Board in session this 14<sup>th</sup> day of May, 2013, that the execution of a contract between the Springfield-Sangamon County Regional Planning Commission and Valera Yazell is hereby approved.

**RECEIVED**

APR 18 2013

Paul Palazzolo  
SANGAMON COUNTY AUDITOR

\_\_\_\_\_  
Andy Van Meter  
Chairman, Sangamon County Board

**FILED**

APR 24 2013

  
Sangamon County Clerk



1 production of a Community Profile for each pilot community. The Commission shall  
2 be the sole determiner of data relevance and availability.

3  
4 Under the direction of the Executive Director of the Commission, or his designee, the  
5 Contractor agrees to provide the following services:

6  
7 **TASK 1: Project Initiation**

- 8  
9 A. Meet with Commission staff and representatives of no more than two (2)  
10 pilot communities to review the proposed project approach and assist in  
11 any necessary redefining of it. It is intended that this will help form the final  
12 work plan.

13  
14 As it is the intent of this effort to develop an approach than can be applied to  
15 other communities in Sangamon County, the Commission wishes for the  
16 communities taking part in the pilot to be partners with the Commission and  
17 the Contractor in project design and development so as to ensure that the  
18 project will meet local needs.

- 19  
20 B. In consultation with the Commission and local leadership groups, the  
21 Contractor will establish and schedule a series of meetings with the  
22 leadership groups in the two pilot communities, beginning with an initial  
23 organizational meeting.

24  
25  
26 **TASK 2: Evaluation of the Local Economy**

- 27  
28 A. Working with the local leadership groups, the Contractor will help the  
29 communities by providing the staff assistance needed to develop an  
30 economic development Community Profile. This profile will provide the  
31 community with an: (a) economic base-line analysis; (b) retail market  
32 analysis; and (c) a retail sales market gain/loss analysis. The extensiveness  
33 of this profile will largely be based upon data availability.

- 34  
35 B. The economic base-line analysis component is anticipated to be a document  
36 that may also be used by the community for marketing and site-selection  
37 assistance purposes. The SSCRPC will provide the Contractor with a model  
38 Community Profile based upon the one the Commission recently completed  
39 for the City of Springfield, which may be used as a template. *This Community*  
40 *Profile document will be considered a project deliverable.*

- 41  
42 C. The retail market analysis will provide tabular data – drawn primarily from  
43 ESRI sources – that describes the current retail market conditions in the area.  
44 The pilot project will be limited to retail commercial activity, although the  
45 consideration of other business sectors as part of the planning will be  
46 allowed. The Contractor and leadership groups will assess the implications  
47 of the data and how it is relevant to local economic development planning.  
48 *This document and the results of the consultation with the leadership groups*  
49 *will be considered a project deliverable.*

1 D. Subject to data availability, data will be provided showing retail commercial  
2 and service business sectors in which the pilot community is holding local  
3 market share as well as those where it is losing (leaking) market share. The  
4 Contractor will work with the leadership groups to assess the implications of  
5 the data and how it is relevant to local economic development planning. *This*  
6 *document and the results of the consultation with the leadership groups will*  
7 *be considered a project deliverable.*  
8  
9

10 **TASK 3: Evaluation of Competitive Advantages**  
11

12 A. In consultation with the local leadership groups, the Contractor will facilitate  
13 and, as necessary, help validate an assessment of location-based factors  
14 that may advance or retard sustained growth. As might be relevant to the  
15 identification of competitive strengths and weaknesses, this will include – but  
16 need not be limited to – an assessment of the community’s competitive  
17 advantages in such areas as:

- 18
- 19 i. Natural resources and supplies;
- 20 ii. Building and land supplies and markets;
- 21 iii. Labor market and workforce;
- 22 iv. Location relative to market and supplies;
- 23 v. Transportation;
- 24 vi. Infrastructure and utilities;
- 25 vii. Business groupings or clusters;
- 26 viii. Amenities and other quality-of-life factors;
- 27 ix. Housing costs.

28

29 B. Also in consultation with the local leadership groups, the Contractor will  
30 conduct a review of local regulatory and government policies that are relevant  
31 to sustained growth, identifying existing regulatory or other governance  
32 policies that may advance or restrain growth.

33

34 C. *The results of the assessments described above shall be brought together*  
35 *and described in a Local Comparative Advantages report, which shall be*  
36 *considered a project deliverable.*  
37

38

39 **TASK 4: Selecting Development Strategies**  
40

41 A. In light of the results of Tasks 2 and 3 above, the project Contractor will work  
42 with the local leadership group to identify promising short-term (years 1 to 2)  
43 and mid-term (years 3 to 5) economic development strategies intended to  
44 advance the sustained growth of each pilot community. These strategies  
45 should address:

- 46
- 47 a. Related to the market analysis conducted in Task 2:
  - 48
  - 49 i. Primary opportunities for growth arising from the retention of
  - 50 existing businesses that are identified as particularly important
  - 51 to local economic sustainability.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
49  
50

ii. Primary opportunities for growth arising from the expansion of existing businesses, or attraction of new ones, that would fill areas where market share is now leaking out of the community.

b. Related to local competitive advantages and disadvantages identified in Task 3, and particularly related to the opportunities described immediately above:

i. Strategies to address how weak location-based factors can be mitigated or strengthened.

ii. Strategies to address how stronger factors may be maintained or further strengthened.

iii. Approaches addressing how any identified local regulatory or government policy issues negatively affecting growth might be mitigated or resolved.

c. Related to both tasks, recommendations as to how local economic development programs and support services might be implemented or coordinated.

*B. The results of the work addressed by this task will be brought together in a final Economic Development Strategy Plan for Sustainable Growth, which shall be the final project deliverable.*

Tasks include all of the services addressed above unless this agreement is amended pursuant to Section XIII (Modification/Amendment), below.

The Contractor may furnish his/her own tools, materials or other equipment necessary to successfully complete the scope of services noted above.

All materials, documents or other intellectual properties developed by the Contractor as part of the work product produced under this agreement shall be the property of the Commission, and the Contractor agrees to waive all rights thereto.

As required by the scope of services, the Contractor agrees to be available at times and places designated by the Commission as being necessary for the successful completion of the project. To ensure timeliness of performance, the Contractor agrees to conduct her work under timelines established by the Commission. Failure to meet timelines for performance shall provide cause for contract termination as per Section XII, below.

**V. TECHNICAL ASSISTANCE**

At the Commission's discretion and request, the Contractor agrees to provide the Commission with a two-hour briefing session at project close to review all work by

1 the Contractor pursuant to this agreement and to provide technical assistance in the  
2 interpretation and use of any final product(s) or deliverables.  
3  
4

5 **VI. SCHEDULE OF WORK AND TERM OF AGREEMENT**

6 The Contractor shall provide the work required by the scope of services and  
7 technical assistance sections (IV and V) during the term of this agreement. The term  
8 of the agreement shall be from the effective date specified in the opening paragraph  
9 herein and shall run for no more than twelve (12) months. Should in the opinion of  
10 the Commission the project be successfully completed in less than twelve (12)  
11 months and the required deliverables provided, this agreement may be concluded  
12 with no penalty to the Contractor.  
13

14 All conditions under this agreement, including its term, shall be subject to fund  
15 appropriation, authorization and availability for the tasks indicated in Section IV  
16 (Scope of Services), above. Notwithstanding Section XII (Termination), below, this  
17 agreement may be terminated due to loss or absence of fund appropriation or  
18 authorization, or lack of fund availability, with 15 days notice to the Contractor. The  
19 determination of fund availability shall be solely at the discretion of the Commission.  
20

21 The Contractor may establish a schedule of work as is convenient to her needs, but  
22 for reasons of access and security may only conduct work at the Commission's site  
23 or visit same during normal office hours unless access to the site at other times is  
24 authorized by the Commission's Executive Director.  
25  
26

27 **VII. FORCE MAJEURE**

28 Neither party shall be deemed in default of this Agreement to the extent that any  
29 delay or failure in the performance of its obligations results from any cause beyond  
30 its reasonable control and without negligence.  
31  
32

33 **VIII. INDEMNIFICATION**

34 The Commission and the Contractor each agree to hold harmless, and their  
35 respective officers, employees, agents, and representatives, from and against liability  
36 for all claims, losses, damages, and expenses, including reasonable attorney's fees,  
37 to the extent such claims, losses, damages, or expenses are caused by the  
38 indemnifying party's negligent acts, errors, or omissions. In the event claims, losses,  
39 damages, or expenses are caused by the joint or concurrent negligence of the  
40 Commission and the Contractor, they shall be borne by each party in proportion to its  
41 negligence.  
42  
43

44 **IX. INSURANCE**

45 Unless this requirement is waived by the Commission, the Contractor shall minimally  
46 maintain insurance as follows and provide the Commission with documentation of  
47 same: General/Professional Liability in the amount of \$1,000,000 per occurrence and  
48 \$1,000,000 aggregate; Automobile in the amount of \$250,000 per person for bodily  
49 injury, \$500,000 for each accident (including uninsured motorist), property damage of  
50 \$100,000 for each accident, and medical payments of \$5,000 for each person. The

1 Contractor shall be responsible for any costs that would otherwise be associated with  
2 a claim for Workers Compensation.

3  
4  
5 **X. GOVERNING LAW**

6 This agreement and the rights and obligations of the parties identified in it shall be  
7 governed by, and construed according to, the laws of the State of Illinois.

8  
9  
10 **XI. ENTIRE AGREEMENT**

11 This agreement and its attachments contain the complete and entire agreement, in  
12 terms of obligations, responsibilities, duties and services to be provided to the  
13 Commission by the Contractor. Any additional statements of promises, verbal  
14 agreements, or commitment of additional services not identified in this agreement  
15 shall be presented in writing, signed by both parties, and committed to this document  
16 in their entirety. Any agreed modifications or amendments to this agreement shall be  
17 in effect until such time as termination of the agreement is reached.

18  
19  
20 **XII. TERMINATION**

21 Except as indicated in Section VI (Schedule of Work and Term of Agreement),  
22 paragraph 2, above, this agreement may be terminated for cause by either party  
23 after a minimum of fifteen (15) days notice is provided to the other party. This  
24 agreement may be terminated without cause by either party after a minimum of thirty  
25 (30) days notice provided to the other party. The parties may agree to waive the  
26 notice of termination period. However, such agreement must be in writing and signed  
27 by both parties.

28  
29 Upon such termination the Contractor shall cause to be delivered to the Commission  
30 all such work product as was produced prior to the agreement's termination with the  
31 understanding that this work product becomes the property of the Commission as  
32 noted in Section IV, above. The Contractor shall be paid for any services completed  
33 based upon the completion of tasks associated with this agreement's scope of work  
34 up to the date of termination.

35  
36  
37 **XIII. MODIFICATION/AMENDMENT**

38 Any modification or amendment of this agreement must be in writing and signed by  
39 both parties to this agreement.

40  
41  
42 **XIV. COMPENSATION**

43 Subject to authorization and appropriation of necessary funds by the County of  
44 Sangamon, Illinois, the Commission agrees to pay \$21,000 for the services to be  
45 performed by the Contractor. This compensation to be paid based upon invoices  
46 submitted to the Commission by the Contractor, which may be submitted as per the  
47 following schedule:

- 48  
49 ■ \$5,000 at project commencement.  
50 ■ \$5,000 after completion of Task 2 and the acceptance of all deliverables  
51 associated with this task by the Commission.

- 1 ■ \$5,000 at the completion of Task 3 and the acceptance of all deliverables  
2 associated with this task by the Commission.
- 3 ■ \$6,000 at the completion of Task 4 and the acceptance of all deliverables  
4 associated with this task by the Commission.

5  
6 Invoices shall be submitted to:

7  
8 Ms. Mary Jane Niemann  
9 Springfield-Sangamon County Regional Planning Commission  
10 200 South 9<sup>th</sup> Street, Room 212  
11 Springfield, IL 62701-1629  
12

13 The Contractor shall not be compensated for any work performed in addition to that  
14 set forth in this agreement unless the parties specifically so agree in writing.

15  
16  
17 **XV. NOTICE**

18 All notices given or so sent hereunder shall be sent by United States mail, postage  
19 prepaid, addressed to the respective party at the address set forth in the signature  
20 section hereof, or to such other address as the parties may designate in writing from  
21 time to time.

22  
23  
24 **XVI. EXECUTION**

25 This agreement shall be executed by the duly authorized representatives of the  
26 Commission and the Contractor as indicated below:

27  
28  
29  
30  
31 **For the Commission:**

32 NAME: E. Norman Sims  
33  
34 TITLE: Executive Director  
35  
36 SIGNATURE: \_\_\_\_\_  
37  
38 DATE: \_\_\_\_\_  
39  
40 ADDRESS: SSCRPC, 200 S. 9<sup>th</sup> Street, Room 212, Springfield, IL 62701

41  
42  
43 **For the Contractor:**

44 NAME: Valera Yazell  
45  
46 SIGNATURE: Valera Yazell  
47  
48 DATE: 4/17/13  
49  
50 ADDRESS: 3105 Spring Hill Spfld. IL  
62704





Illinois Department of Transportation

Intergovernmental Agreement

Governmental Body Name Springfield-Sangamon County Regional Planning Commission			
Address 200 South 9 <sup>th</sup> Street, Room 212			
City, State, Zip Springfield, Illinois 62701-1629			
Remittance Address (if different from above)			
City, State, Zip			
Telephone Number 217/535-2110 <b>3110</b>	Fax Number 217/535-3111	FEIN/TIN 37-6017953	DUNS 831081000
Brief Description of Service (full description specified in Part 5) To complete Phase IV of the Sangamon County regional plan; identify best practices in use of transportation planning funds; and assist develop sustainable growth action plans			
Compensation Method (full details specified in Part 6) Lump Sum			Agreement Term From: execution
Total Compensation Amount \$107,992	Advance Pay	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	To: 24 months after execution

REQUIRED SIGNATURES

By signing below, the GOVERNMENTAL BODY and the DEPARTMENT agree to comply with and abide by all provisions set forth in Parts 1-7 herein and any Appendices thereto.

FOR THE GOVERNMENTAL BODY:

*Norri Sims*  
Norri Sims, Executive Director

11/28/2012  
Date

FOR THE DEPARTMENT:

*Karen Shoup*  
Karen Shoup, Bureau Chief, Urban Program Planning

12/3/12

*Ellen Schanzle-Haskins*  
Ellen Schanzle-Haskins, Chief Counsel  
(Approved as to form)

Date

*Charles J. Ingersoll*  
Charles J. Ingersoll, Director, Office of Planning & Programming

Date: 12-4-12

By: *Matthew R. Hughes*  
Matthew R. Hughes, Director, Finance & Administration

12/7/12  
Date

By: \_\_\_\_\_

By: *Ann L. Schneider*  
Ann L. Schneider, Secretary of Transportation

12/7/12  
Date

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Title

# INTERGOVERNMENTAL AGREEMENT

## FOR

### COMPLETION OF PHASE IV REGIONAL PLAN, USE OF TRANSPORTATION PLANNING FUNDS BEST PRACTICES, AND SUSTAINABLE GROWTH DEVELOPMENT

This Agreement is by and between

Springfield-Sangamon County Regional Planning  
Commission

\_\_\_\_\_  
Please type or print legibly the GOVERNMENTAL BODY'S legal name and

\_\_\_\_\_  
200 South 9<sup>th</sup> Street, Room 212

\_\_\_\_\_  
Springfield, IL 62701-1629

\_\_\_\_\_  
Attn: Norm Sims

\_\_\_\_\_  
E-mail: [NormS@co.sangamon.il.us](mailto:NormS@co.sangamon.il.us)

hereinafter called the GOVERNMENTAL BODY, and the State of Illinois; acting by and through its Department of Transportation, hereinafter called the DEPARTMENT.

Part 1	Scope/Compensation/Term
Part 2	General Provisions
Part 3	Federally Funded Agreements
Part 4	Specific Provisions
Part 5	Scope of Services/Responsibilities
Part 6	Compensation for Services
Part 7	Agreement Award Notification

## PART 1

### SCOPE / COMPENSATION / TERM

- A. **Scope of Services and Responsibilities.** The DEPARTMENT and the GOVERNMENTAL BODY agree as specified in Part 5.
- B. **Compensation.** Compensation (if any) shall be as specified in Part 6.
- C. **Term of Agreement.** The term of this Agreement shall be from execution to 24 months after execution.
- D. **Amendments.** This Agreement may not be amended.
- E. **Renewal.** This Agreement may not be renewed.

**PART 2**  
**GENERAL PROVISIONS**

**A. Changes.** If any circumstance or condition in this Agreement changes, the GOVERNMENTAL BODY must notify the DEPARTMENT in writing within seven days.

**B. Compliance/Governing Law.** The terms of this Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.

**C. Availability of Appropriation.** This Agreement is contingent upon and subject to the availability of funds. The Department, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease.

**D. Records Inspection.** The DEPARTMENT or a designated representative shall have access to the GOVERNMENTAL BODY's work and applicable records whenever it is in preparation or progress, and the GOVERNMENTAL BODY shall provide for such access and inspection.

**E. Records Preservation.** The GOVERNMENTAL BODY, shall maintain for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement.

**F. Cost Category Transfer Request.** For all transfers between or among appropriated and allocated cost categories, DEPARTMENT approval is required. To secure approval, the GOVERNMENTAL BODY must submit a written request to the DEPARTMENT detailing the amount of transfer, the cost categories from and to which the transfer is to be made, and rationale for the transfer.

**G. Subcontracting/Procurement Procedures/Employment of Department Personnel**

1. **Subcontracting.** Subcontracting, assignment or transfer of all or part of the interests of the GOVERNMENTAL BODY concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the DEPARTMENT.

2. **Procurement of Goods or Services – Federal Funds.** For purchases of products or services with any Federal funds that cost more than \$3,000.00 but less than the simplified acquisition threshold fixed at 41 U.S.C 403(11), (currently set at \$100,000.00) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Federal funds for \$100,000.00 or more will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used, provided that the procurement procedures conform to the provisions in Part 3(K) below. The GOVERNMENTAL BODY may only procure products or services from one source with any Federal funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

3. **Procurement of Goods or Services – State Funds.** For purchases of products or services with any State of Illinois funds that cost more than \$20,000.00, (\$10,000.00 for professional and artistic services) but less than the small purchase amount set by the Illinois Procurement Code Rules, (currently set at \$35,000.00 and \$20,000.00 for professional and artistic services) the GOVERNMENTAL BODY shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any State of Illinois funds for \$35,000.00 or more for goods and

services and \$20,000.00 or more for professional and artistic services) will require the GOVERNMENTAL BODY to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures of the GOVERNMENTAL BODY, the procedures of the DEPARTMENT will be used. The GOVERNMENTAL BODY may only procure products or services from one source with any State of Illinois funds if: (1) the products or services are available only from a single source; or (2) the DEPARTMENT authorizes such a procedure; or, (3) after solicitation of a number of sources, competition is determined inadequate.

The GOVERNMENTAL BODY shall include a requirement in all contracts with third parties that the contractor or consultant will comply with the requirements of this Agreement in performing such contract, and that the contract is subject to the terms and conditions of this Agreement.

4. EMPLOYMENT OF DEPARTMENT PERSONNEL. The GOVERNMENTAL BODY will not employ any person or persons currently employed by the DEPARTMENT for any work required by the terms of this Agreement.

**PART 3  
FEDERALLY FUNDED AGREEMENTS  
NOT APPLICABLE TO THIS AGREEMENT**

**PART 4  
SPECIFIC PROVISIONS**

**A. Invoices.** GOVERNMENTAL BODY will submit one invoice to the DEPARTMENT to conduct the scope of services listed in Part 5. Any funds remaining at the end of the 24 months shall be returned to the DEPARTMENT via a check made out to the State of Illinois and mailed to the address below within 45 days of the end of the

AGREEMENT. Any invoices/bills issued by the GOVERNMENTAL BODY to the DEPARTMENT pursuant to this Agreement shall be sent to the following address:

Illinois Department of Transportation  
Bureau of Urban Program Planning  
Attn: Nancy Dial  
2300 S. Dirksen Parkway, Room 311  
Springfield, Illinois 62764

GOVERNMENTAL BODY WILL ISSUE ONE INVOICE TO THE DEPARTMENT FOR A LUMP SUM PAYMENT OF \$107,992.

**B. Billing and Payment.** All invoices for services performed and expenses incurred by the GOVERNMENTAL BODY prior to July 1st of each year must be presented to the DEPARTMENT no later than July 31 of that same year for payment under this Agreement. Notwithstanding any other provision of this Agreement, the DEPARTMENT shall not be obligated to make payment to the GOVERNMENTAL BODY on invoices presented after said date. Failure by the GOVERNMENTAL BODY to present such invoices prior to said date may require the GOVERNMENTAL BODY to seek payment of such invoices through the Illinois Court of Claims and the Illinois General Assembly. No payments will be made for services performed prior to the effective date of this Agreement. The DEPARTMENT will send all payments to the GOVERNMENTAL BODY'S remittance address listed in this Agreement.

**C. Termination.** If the DEPARTMENT is dissatisfied with the GOVERNMENTAL BODY'S performance or believes that there has been a substantial decrease in the GOVERNMENTAL BODY'S performance, the

DEPARTMENT may give written notice that remedial action shall be taken by the GOVERNMENTAL BODY within seven (7) calendar days. If such action is not taken within the time afforded, the DEPARTMENT may terminate the Agreement by giving seven (7) days written notice to the GOVERNMENTAL BODY. Additionally, the DEPARTMENT may terminate the Agreement by giving thirty (30) days written notice. In either instance, the GOVERNMENTAL BODY shall be paid for the value of all authorized and acceptable work performed prior to the date of termination, based upon the payment terms set forth in the Agreement.

D. **Location of Service.** Service to be performed by the GOVERNMENTAL BODY shall be performed as described in Part 5.

E. **Ownership of Documents/Title to Work.** All documents, data and records produced by the GOVERNMENTAL BODY in carrying out the GOVERNMENTAL BODY'S obligations and services hereunder, without limitation and whether preliminary or final, shall become and remain the property of the DEPARTMENT. The DEPARTMENT shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation to the GOVERNMENTAL BODY. All documents, data and records utilized in performing research shall be available for examination by the DEPARTMENT upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data and records shall, at the option of the DEPARTMENT, be appropriately arranged, indexed and delivered to the DEPARTMENT by the GOVERNMENTAL BODY.

F. **Software.** All software and related computer programs produced and developed by the GOVERNMENTAL BODY (or authorized contractor or subcontractor thereof) in carrying out the GOVERNMENTAL BODY'S obligation hereunder, without limitation and whether preliminary or final, shall become and remain the property of both the DEPARTMENT and the GOVERNMENTAL BODY. The DEPARTMENT shall be free to sell, give, offer or otherwise provide said software and related computer programs to any other agency, department, commission, or board of the State of Illinois, as well as any other agency, department, commission, board, or other governmental entity of any country, state, county, municipality, or any other unit of local government, or to any entity consisting of representatives of any unit of government, for official use by said entity. Additionally, the DEPARTMENT shall be free to offer or otherwise provide said software and related computer programs to any current or future contractor.

The DEPARTMENT agrees that any entity to whom the software and related computer programs will be given, sold or otherwise offered shall be granted only a use license, limited to use for official or authorized purposes, and said entity shall otherwise be prohibited from selling, giving or otherwise offering said software and related computer programs without the written consent of both the DEPARTMENT and the GOVERNMENTAL BODY.

G. **Confidentiality Clause.** Any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by the DEPARTMENT. All information secured by the GOVERNMENTAL BODY from the DEPARTMENT in connection with the performance of services pursuant to this Agreement shall be kept confidential unless disclosure of such information is approved in writing by the DEPARTMENT.

H. **Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep the DEPARTMENT fully informed as to the progress of all matters covered by this Agreement.

I. **Travel Expenses.** Expenses for travel, lodging, or per diem could possibly be paid by the DEPARTMENT pursuant to this Agreement. The GOVERNMENTAL BODY shall follow the Travel Guide for State Employees issued by the Illinois Department of Central Management Services on any travel covered under this Agreement.

J. **Indemnification.** Unless prohibited by State law, the GOVERNMENTAL BODY agrees to hold harmless and indemnify the DEPARTMENT, and its officials, employees, and agents, from any and all losses, expenses, damages (including loss of use), suits, demands and claims, and shall defend any suit or action, whether at law or in equity, based on any alleged injury or damage of any type arising from the actions or inactions of the GOVERNMENTAL BODY and/or the GOVERNMENTAL BODY'S employees, officials, agents, contractors and

subcontractors, and shall pay all damages, judgments, costs, expenses, and fees, including attorney's fees, incurred by the DEPARTMENT and its officials, employees and agents in connection therewith.

GOVERNMENTAL BODY shall defend, indemnify and hold the DEPARTMENT harmless against a third-party action, suit or proceeding ("Claim") against the DEPARTMENT to the extent such Claim is based upon an allegation that a Product, as of its delivery date under this Agreement, infringes a valid United States patent or copyright or misappropriates a third party's trade secret.

K. **Equal Employment Opportunities, Affirmative Action, Sexual Harassment.** The GOVERNMENTAL BODY will comply with the Illinois Human Rights Act with respect to public contracts, including equal employment opportunity, refraining from unlawful discrimination and having a written sexual harassment policy.

L. **Tax Identification Number.**

GOVERNMENTAL BODY certifies that:

1. The number shown on this form is a correct taxpayer identification number (or it is waiting for a number to be issued.), and
2. It is not subject to backup withholding because: (a) it is exempt from backup withholding, or (b) has not been notified by the Internal Revenue Service (IRS) that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified the GOVERNMENTAL BODY that it is no longer subject to backup withholding, and
3. It is a U.S. entity (including a U.S. resident alien).

NAME OF GOVERNMENTAL BODY: Springfield-Sangamon County Regional Planning Commission

Taxpayer Identification Number: 37-6017953

Legal Status (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Tax-exempt        | <input checked="" type="checkbox"/> Government |
| <input type="checkbox"/> Nonresident Alien | <input type="checkbox"/> Other _____           |

M. **International Boycott.** The GOVERNMENTAL BODY certifies that neither GOVERNMENTAL BODY nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

N. **Forced Labor.** The GOVERNMENTAL BODY certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the DEPARTMENT under this Agreement have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

**PART 5  
SCOPE OF SERVICE/RESPONSIBILITIES**

The GOVERNMENTAL BODY shall conduct the following activities:

1. Complete Phase IV of the Regional Plan for Sangamon County, a long-range comprehensive plan for the region targeted toward sustainability by establishing joint strategies to achieve the priorities and goals;
2. Assist the Citizens' Efficiency Commission for Sangamon County (CEC), a local citizens' group, in identifying best practices on efficient and effective use of transportation funding for the region by providing the CEC with an intern to perform research and provide analytic and document preparation assistance;
3. Assist two small communities in evaluating sustainable development potentials and developing action plans by developing materials and sustainability community profiles using ESRI data; and developing specific steps to mitigate factors acting against sustainable development, while building upon factors that advance sustainability. The GOVERNMENTAL BODY shall hire a consultant to work with the GOVERNMENTAL BODY and the communities; and
4. Coordinate and manage the foregoing activities.

Deliverables: The GOVERNMENTAL BODY will provide the DEPARTMENT with the following:

1. Quarterly progress reports on the Regional Plan for Sangamon County - Phase IV;
2. Report on CEC findings and recommendations on best practices on the use of transportation planning funds; and
3. Quarterly report on sustainable development, action plans, and community profiles.

The GOVERNMENTAL BODY will make available, at the DEPARTMENT's request, copies of all work products prepared through this Agreement.

**PART 6  
COMPENSATION FOR SERVICES**

Funding: State Funds (Appropriation Code: 011-49401-1900-2000)	\$107,992	100%
Regional Plan Phase IV Completion		\$10,806
Citizens' Efficiency Commission Intern		\$ 9,694
Sustainable Development Planning Consultant		\$25,000
<u>Management and Coordination</u>		<u>\$62,492</u>
Total Cost		\$107,992

Prior to termination of this Agreement the GOVERNMENTAL BODY will submit a complete accounting for all funds expended pursuant to this Agreement. In addition, the Office of Planning and Programming staff will monitor GOVERNMENTAL BODY'S progress in fulfilling the terms of this Agreement which may include site visits and records' reviews. Furthermore, at its discretion, the DEPARTMENT may require an audit (at GOVERNMENTAL BODY's expense) of records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with this Agreement. Any money remaining or unaccounted for at the end of 24 months from the date of execution will be returned to the State via a check made out to the State of Illinois and sent to the DEPARTMENT within 45 days to the address in Part 4, Paragraph A.

PART 7

AGREEMENT AWARD NOTIFICATION

**REQUIRED FOR ALL PROJECTS**

Does this project receive Federal funds?     Yes             No

Amount of Federal funds:    None

Federal Project Number:    NA

Name of Project:    Regional Plan Ph 4 Completion, Best Practices, and Sustainable Growth Dev

CFDA Number\*, Federal Agency, Program Title:    NA

\*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

**ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-  
CIRCULAR A-133**

**NOTICE**

- The certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, submit the certification or a copy of your OMB A-133 single audit to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

**NOTE: ANNUAL COMPLIANCE WITH THIS REQUIREMENT IS MANDATORY FOR EVERY YEAR IN WHICH FEDERAL FUNDS ARE EXPENDED FOR THIS PROJECT BY ANY STATES, LOCAL GOVERNMENTS OR NONPROFIT ORGANIZATIONS. FAILURE TO COMPLY WITH THE ANNUAL CERTIFICATION TO THE DEPARTMENT WILL RESULT IN THE SUSPENSION OF PAYMENTS TO REIMBURSE PROJECT COSTS.**

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

In order to comply with this requirement, your agency must provide the following information to the department on an annual basis for every year in which you expended funds for costs associated with this project:

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single



audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

**This is an annual requirement for every year in which you expended funds for this project.**

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

**This is an annual requirement for every year in which you expended funds for this project.**

3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

Illinois Department of Transportation  
Audit Section, Rm. 303  
2300 South Dirksen Parkway  
Springfield, IL 62764

Attn: Sam Frioli

The single audit must be comprised of four parts. You have the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

1. Corrective Action Plan(s), if applicable.
2. Management Letter, if applicable.
3. Status of Prior Year Findings, if applicable.

For your convenience, you may also submit the information via email to Sam Frioli at [Samuel.Frioli@illinois.gov](mailto:Samuel.Frioli@illinois.gov) or via fax at 217/782-5717. If you have any questions, please contact Sam Frioli at 217/557-4166.

# SANGAMON COUNTY – GRANT APPROVAL FORM

**RECEIVED**  
 NOV 21 2012  
 Paul Palazzolo  
 SANGAMON COUNTY AUDITOR

**Requesting Department:** Regional Planning

**Grant Program Title:** Comprehensive Regional Planning  
(Execution to 24 months)

**This request is for:**  a new grant     renewal or extension of an existing grant

**Grantor:** Illinois Department of Transportation

**Brief description of the grant program and its benefits to Sangamon County:** The funds will be used to complete Phase IV of the Sangamon County Regional Plan, assist in the identification of best practices for efficient and effective use of transportation funding in the region and coordinate and assist small communities in the assessment of their potential for sustainable development and the development of action plans to make them more competitive for sustainable growth.

**Anticipated Grant Revenue Amount:** \$107,992 (State Metropolitan Planning Funds – 011-49401-1900-2000)

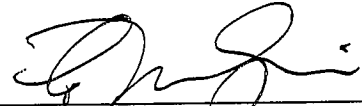
**Are matching funds required?**  Yes     No

**If Yes, please state the amount and the source of matching funds:**

**If this grant is approved, will any new personnel be hired?**  Yes     No    **If Yes, please indicate the number and cost of personnel:**

**Are there any indirect costs or legal requirements associated with this grant (i.e., increased workload on existing staff, requirements to continue specific programs after grant period, etc.):**

	Current FY	Current FY + 1	Current FY + 2
Number of Employees			
Personnel Cost (in dollars)			
Fringe Benefit Cost			
Other Costs (Equipment,			
Total Cost			

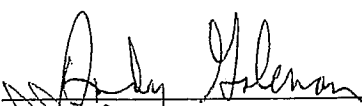
**Requested by:**   
(Department Head Signature)

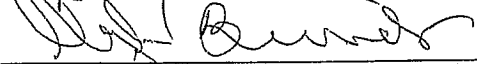
**Date:** 11/21/2012

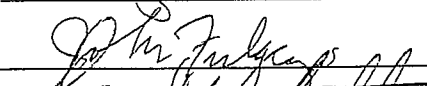
**Reviewed by:** \_\_\_\_\_  
Grant Administrator Signature)

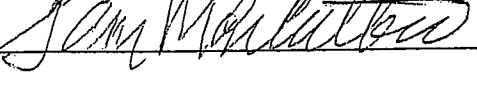
**Date:** \_\_\_\_\_

**FINANCE COMMITTEE APPROVAL (11/26/2012)**

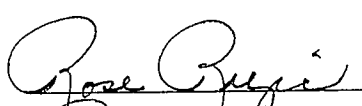
, Chairman


, Member


, Member

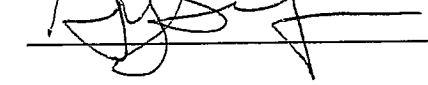
, Member

\_\_\_\_\_, Member

, Member

, Member

, Member

, Member

\_\_\_\_\_, Member