



Consulting Services Agreement: Champaign County Regional Planning Commission

Customer Organization Name	Champaign County Regional Planning Commission
Organization Address	1776 E. Washington St. Urbana, IL 61802
Consultant Organization Name	Mission Plus Consulting LLC (D.B.A. MissionPlus)
Agreement Start Date	1/1/2022
Agreement End Date	12/31/2022
Project Name	Organizational Implementation-ROMA

This Consulting Services Agreement (“Agreement”) is made effective December 1, 2021, by and between Mission Plus Consulting LLC (“MissionPlus”) and Champaign County Regional Planning Commission (“CCRPC”), collectively hereinafter referred to as “the parties.”

THE PARTIES ABOVE AGREE AS FOLLOWS:

Scope of Services

1.1 MissionPlus will provide CCRPC with consulting services as mutually agreed upon and described in the attached Statement of Work (“SOW”). All consulting services to be provided hereunder will be referred to as “Services”. The parties may use this agreement for multiple SOWs. However, each SOW must reference this Agreement.

- 1.2** SOW will be a written document setting forth at a minimum
- a. A complete, sufficiently detailed description of the types of services to be rendered.
 - b. The applicable billing rates for the services to be rendered (service fees).
 - c. Any additional terms and conditions to which parties may agree.

1.3 The parties understand that it may be desirable to make changes to the SOW(s). Before performing any work associated with a change, a written Change Order must set forth the necessary revisions to the SOW(s), and the parties shall agree in writing that such work constitutes a change from the original SOW, as amended, and that they further agree to the change provisions set forth in the Change Order. Each Change Order shall be numbered serially and executed by MissionPlus and CCRPC.

1.4 Executive staff of CCRPC and MissionPlus will review the status of the services, SOW(s), Change Orders, invoices, and estimates as may be required. A written status report will be

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produced regarding the review. MissionPlus and CCRPC agree to execute and maintain copies of these status reports.

Obligations

2.1 CCRPC will provide other support services as both the organization and MissionPlus subsequently agree.

Services, Fees, and Expenses

3.1 CCRPC shall be responsible for all service fees per the service fee schedule as identified in the SOW(s) (and Change Orders, as applicable).

3.2 MissionPlus will provide W-9 form to CCRPC and will invoice for the service fees on the first of the month. CCRPC agrees to release all payments within 15 days of the invoice. The fee schedule is outlined in the attached SOW.

Term and Termination

4.1 This Agreement shall commence as of the Agreement Start Date above and shall remain in force through 12/31/2022, unless terminated in accordance with section 4.2.

4.2 Termination for cause by either party will require a 30-day written notice, Prorated payment will be due at termination.

Proprietary Rights: Confidential Information

5.1 MissionPlus agrees that the work products from the services provided to CCRPC shall be owned by CCRPC. Nothing contained in this section shall be interpreted as prohibiting MissionPlus from utilizing in any manner, knowledge and experience of a general nature acquired in the performance of services for CCRPC. The privacy of CCRPC will be maintained, unless written consent to use the organization's name is received.

5.2 Confidential information includes all information identified by a disclosing party as proprietary and confidential, which confidential information shall remain the sole property of the disclosing party unless the ownership of such confidential information is otherwise expressly set forth in the agreement. Items will not be considered confidential information if: (a) available to public other than by a breach of agreement by the recipient; (b) information that the disclosing party has disclosed to third parties without similar obligations of confidentiality; (c) independently developed by one party without access to the confidential information of the other; or (d) rightly known to the recipient at the time of disclosure as verified by its written records.

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5.3 Each party agrees that it shall not use for any purpose or disclosure to any third party any confidential information of the other party without the express written consent of the other party. Each party agrees to safeguard the confidential information of the other party against use or disclosure other than as authorized by or pursuant to this agreement through measures, and exercising a degree of care, which are at least as protective as those, MissionPlus or CCRPC, as the case may be, exercises in safeguarding the confidentiality of its own proprietary information, but no less than a reasonable degree of care under the circumstances. Each party shall permit access to the confidential information of the other party only to those individuals (a) who have entered into a written nondisclosure agreement with the other party on terms equally as restrictive as those set forth herein, and (b) who require access in performance of their duties to the other party in connection with the other party's rights under this agreement.

5.4 Each party acknowledges that the wrongful and/or malicious use or disclosure of confidential information of the other party may result in irreparable harm for which there will be no adequate remedy at law. In the event of a breach by the other party or any of its officers, employees or agents of its or their obligations under this Section 5, the non-breaching party may immediately terminate this agreement without liability to the other party, and may initiate an appropriate legal action to enjoin such breach.

Warranties

6.1 MissionPlus warrants that the services to be provided under this Agreement shall be performed in a professional manner conforming to generally accepted industry standards and practices. CCRPC agrees that MissionPlus's sole and exclusive obligation with respect to the services covered by this limited warranty shall be, at MissionPlus's sole discretion, to correct the nonconformity or to refund the service fees paid for the affected executive consulting services.

General Provisions

7.1 The relationship of the CCRPC and MissionPlus is that of independent contractors. Personnel of both parties are neither agents nor employees of the other party for federal tax purposes or any other purpose whatsoever, and are not entitled to any employee benefits of the other party.

7.2 No delay, failure, or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by unforeseen circumstances.

7.3 Any assignment in violation of these terms is void.

7.4 Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be conclusively resolved through binding arbitration under the Commercial Arbitration

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Rules of the American Arbitration Association. Judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Each party shall bear its own costs and attorney fees, unless the arbitration award specifically provides otherwise.

7.5 All communications between the parties with respect to any of the provisions of this Agreement shall be in writing, and shall be sent to personal delivery, airmail, or email to CCRPC or to MissionPlus as set forth in the preamble of this Agreement, until such time as either party provided the other not less than ten (10) days prior written notice of a change of address in accordance with these provisions.'

7.6 The validity of this Agreement and the rights, obligations, and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the state(s) of Illinois and Indiana; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force. After arbitration, as specified in Section 7.4, any suit to enforce any provision of this agreement, or any right, remedy or other matter arising from the arbitration, will be brought exclusively in the state or federal courts located in Illinois. MissionPlus and CCRPC agree and consent to the venue in and to the in-person jurisdiction of the aforementioned courts.

7.7 Any modification or amendment of any provision of this agreement must be in writing and bear the signature of the duly authorized representatives of both parties. The failure of any party to enforce any right it is granted herein, or to require the performance by the other party hereto of any provision of this agreement, or the waiver by any party of any breach of this agreement, shall not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of this agreement. All provisions of this agreement which by their own terms take effect upon the termination of this agreement or by their nature survive termination (including without limitation the provisions of Sections 3, 5, 6, 7) shall survive such termination.

7.8 This agreement, all attached schedules and all other agreements referred to herein or to be delivered by the parties pursuant hereto, represents the entire understanding and agreement between the parties with respect to the subject matter hereof, and merges all prior discussions between them and supersedes and replaces any and every other agreement or understanding which may have existed between the parties to the extent that any such agreement or understanding relates to providing services to CCRPC. CCRPC hereby acknowledges that it has not reasonably relied on any other representation or statement that is not contained in this agreement or made by a person or entity other than MissionPlus. To the extent, if any, that the terms and conditions of [company name]'s orders or other correspondence are inconsistent with this agreement, this agreement shall control.



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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the agreement date first above written.

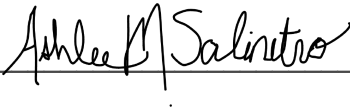
Organization Information

Champaign County Regional Planning Commission
Representative name: Dalitso Sulamoyo
Title: Chief Executive Officer

Signature:  Date: 11.22.21

Consultant Information

MissionPlus Consulting LLC
Consultant name: Ashlee M. Salinetro
Title: CEO & Principal Consultant

Signature:  Date: 11/22/2021

Amendment: This agreement is voluntarily entered into and is at-will. That is, either party is free to terminate the consulting agreement at will, at any time, with or without cause. Nothing contained in any company documents shall in any way modify this at-will policy, and the at-will policy cannot be modified in any way by oral or written representation made by anyone employed by CCRPC or MissionPlus.



Statement of Work: SOW001 - Champaign County Regional Planning Commission

Customer Organization Name	Champaign County Regional Planning Commission
Organization Address	1776 E. Washington St. Urbana, IL 61802
Consultant Organization Name	Mission Plus Consulting LLC
Active Project Dates	1/1/2022-12/31/2022
Project Name	Organizational Implementation-ROMA

This Statement of Work (SOW) is incorporated into the consulting service agreement (“Agreement”) between Mission Plus Consulting LLC (“MissionPlus”) and the customer organization name above (“Customer”). This SOW outlines the specific services to be provided by MissionPlus. In the case that this SOW and the Agreement conflict, the Agreement will take precedence over this SOW. The only exception being that this SOW (and any subsequent Change Orders) specifically outline the conflict and parties intention to modify the Agreement, in which this SOW (or any subsequent Change Orders) will prevail. This SOW is effective as of the final signature date (“Effective Date”).

Introduction

This SOW details the services that MissionPlus is committing to the Customer. Services are provided subject to the terms of the Agreement as well as the assumptions outlined in this document. Any services not included in this SOW are considered Out of Scope (“OOS”). If the Customer chooses to implement additional services for this project, a Change Request (“CR”) must be submitted by the Customer, in which MissionPlus will provide an updated proposal to the Customer that must be signed prior to implementation of additional services.

Description of Services (Scope)

MissionPlus will provide the following services as per the Agreement:

- Creation of Intro to ROMA training for staff and new hires
- Creation or ROMA Logic Models for each organizational program
- Outcome data reviews and programmatic improvement consultation
- Review, revise, rewrite Community Action Plan for FY23 CSBG grant submission

Proposed Schedule

Below is the proposed schedule for this project:

	Communications	Activities/Deliverables
January 2022	<ul style="list-style-type: none"> • Project Kickoff Meeting with key stakeholders to review Services outlined in this SOW/develop project plan • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation 	<ul style="list-style-type: none"> • Begin ROMA training development • Begin logic model development of initial programs (Customer to identify initial programs)
February 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation 	<ul style="list-style-type: none"> • ROMA training development/send draft to Project Lead • Logic model development cont.
March 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation • Quarterly project status meeting with Project Lead 	<ul style="list-style-type: none"> • Completion of final draft of ROMA training • Logic model development/send drafts to Project Lead
April 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Outcome data reviews and programmatic improvement consultation • Quarterly outcome data review meeting with Program Lead(s) - programmatic consultation 	<ul style="list-style-type: none"> • Completion of final drafts of initial program logic models • Begin logic model development of additional programs (Customer to identify programs)
May 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation 	<ul style="list-style-type: none"> • Logic model development cont.
June 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead 	<ul style="list-style-type: none"> • Logic model development/send drafts to

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	<ul style="list-style-type: none"> • Monthly check in meeting with Program Lead(s)- programmatic consultation • Quarterly project status meeting with Project Lead 	Project Lead
July 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Outcome data reviews and programmatic improvement consultation • Quarterly outcome data review meeting with Program Lead(s)- programmatic consultation 	<ul style="list-style-type: none"> • Completion of final drafts of initial program logic models (wave 2)
August 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation 	<ul style="list-style-type: none"> • Review evaluations of ROMA training/begin making revisions based off staff feedback** • Begin FY23 Community Action Plan update - review, revise, rewrite
September 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation • Quarterly project status meeting with Project Lead 	<ul style="list-style-type: none"> • ROMA training revisions/send to Project Lead for review** • FY23 Community Action Plan updates/send draft to Project Lead - review, revise, rewrite
October 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Outcome data reviews and programmatic improvement consultation • Quarterly outcome data review meeting with Program Lead(s)- programmatic consultation 	<ul style="list-style-type: none"> • Final draft of ROMA training (with revisions)** • Final revisions of FY23 Community Action Plan- review, revise, rewrite
November 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s)- programmatic consultation 	
December 2022	<ul style="list-style-type: none"> • Weekly project status email updates to Project Lead • Monthly check in meeting with Program Lead(s) (final outcome 	<ul style="list-style-type: none"> • Final project outcome reporting/ future recommendations

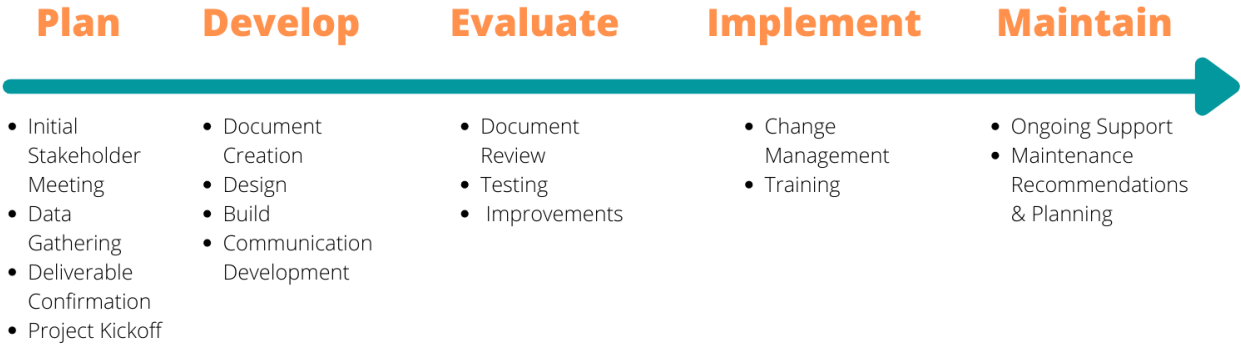
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	<ul style="list-style-type: none"> review/ recommendations) • Final project status meeting with Project Lead/key stakeholders 	
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**Activities may not be necessary, depending on feedback

Project Approach

MissionPlus uses a project implementation methodology that consists of 5 phases: Plan, Develop, Evaluate, Implement, & Maintain. (Not all activities outlined in the graphic below may take place, this depends on the overall project scope).



Plan

The objectives of the Plan phase are to confirm the project scope, initiate project activities, and gather necessary data from the Customer for successful project implementation. During this phase, alignment on project goals, plan, timeline, milestones, deliverables, resources, and responsibilities is discussed. This phase starts with an initial stakeholder meeting to review this SOW and to solidify the project communication plan, followed by data gathering, and finally a project kickoff meeting with stakeholders.

Develop

The objectives of the Develop phase are to collect data needed for successful project implementation. During this phase Customer’s will provide organizational documents and data (as outlined in this SOW) and alignment sessions to confirm information provided will take place. For projects with Strategic Visioning/Planning in scope, this phase includes hosting a strategic visioning/planning workshop(s). The information gathered throughout this phase will be constructed into the project deliverables outlined in this SOW.

Evaluate

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The Evaluate phase is used to review deliverable drafts with Customer project stakeholders to receive feedback toward the final deliverable. This phase may occur multiple times throughout the project depending on the scope of the project. This phase ensures continuous improvement remains a top priority in the project.

Implement

During the Implement phase, MissionPlus and the Customer team will focus on carrying out the deliverables identified in this SOW to the greater organization. During this phase, MissionPlus places emphasis on change management strategies to assist the Customer project team with a successful implementation.

Maintain

The Maintain phase may happen with or without MissionPlus's involvement. This phase focuses on sustainable strategies to ensure activities and deliverables implemented throughout the project remain relevant and successful beyond project completion.

Project Roles & Responsibilities

Customer Roles & Responsibilities

Role	Responsibilities
Customer Project Executive	<ul style="list-style-type: none"> • Acts as escalation point for any issues with Agreement and this SOW • Ensure fees are paid in a timely manner • Act as a resource and advocate for activities being carried out throughout this project
Customer Project Lead	<ul style="list-style-type: none"> • Co-developing, managing, and maintaining project plan • Co-manage the risks, action items, issues, and decisions (RAID) log • Setting deadlines and evaluating milestones • Assigning and managing internal staff as it relates to the project • Providing input to the development of project activities • Co-lead quarterly project assurance checkpoint meetings with MissionPlus Consultant • Assisting and supporting internal staff, as required, with any project activities and deliverables • Managing and/or coordinating project costs • Coordinate with MissionPlus Consultant on quarterly project assurance checkpoints
Customer Program Leads (if applicable)	<ul style="list-style-type: none"> • Manage internal activities related to the project • Set expectations for direct reports in regards to project activities • Attend monthly project check in meetings • Work in conjunction with MissionPlus Consultant to design, evaluate, and report on project activity outcomes

MissionPlus Roles & Responsibilities

Role	Responsibilities
MissionPlus Consultant	<ul style="list-style-type: none"> • Ensure the appropriate resources are available for the project • Address any issues with Agreement and this SOW • Develop, manage, and maintain project plan • Manage the risks, action items, issues, and decisions (RAID) log • Lead monthly project check in meetings • Provide best practices as they relate to the project activities

	<p>outlined in this SOW</p> <ul style="list-style-type: none">• Provide weekly overall project status reports to key members of the Customer team• Coordinate with Customer Project Lead on quarterly project assurance checkpoints• Escalating issues, as appropriate, to the Customer Project Lead and Customer Executive Sponsor
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Assumptions

The fees and timeline for this project are based on both parties agreeing to the Assumptions set forth below. If any of these assumptions are not met, MissionPlus may (1) promptly advise Customer in writing, (2) use reasonable efforts to mitigate delays and additional costs or fees, and/or (3) be forced to increase its fees as mutually agreed in writing by the parties, to reflect the additional services rendered as a result of Customer's failure to meet the identified assumptions.

1. The Services included in this SOW will be performed from a MissionPlus remote location. Activities at Customer's location will be arranged on an as needed basis and are subject to Consultant availability.
2. Customer will be charged for all pre-approved travel and expenses according to MissionPlus's current travel and expense policy and guidelines unless otherwise noted. A copy of the policy and guidelines is available upon request. Upon Customer's written request, MissionPlus will submit supporting expense documentation and copies of receipts to Customer for expenses over twenty-five US Dollars (\$25).
3. In the event in-person activities are needed, Customer will provide the necessary working environment, connectivity, and support to allow MissionPlus to provide its services on site.
4. Customer and MissionPlus will observe official company holidays applicable to them during the project.
5. Customer is responsible for coordinating any security requirements as it relates to this project.
6. Customer and MissionPlus will use reasonable efforts to meet all dates outlined in the Project Plan.
7. If the project is delayed by Customer for any reason, Customer understands that the services outlined in this SOW may be at risk for completion by the project completion date, therefore MissionPlus reserves the right to revisit and revise the project's service dates, as well as any fees and costs as mutually agreed to by the parties.
8. If the project is delayed by Customer for any reason, MissionPlus will develop a Change Order that reflects the Service Fees schedule outlined below.
9. Timely decision making is critical to the success of this project. When a decision cannot be made between MissionPlus's Consultant and the Customer Project Lead, the matter

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- may be escalated to the Customer Project Executive to avoid impact to the timeline and costs.
10. Customer will have knowledge of their current business processes and policies set forth in the scope of this SOW.
 11. MissionPlus and Customer will actively participate in all project update communications.
 12. Customer agrees to use MissionPlus's project management tools (Asana, Google Drive) during this project. If these tools will not be used, another resource to effectively manage the project may be used if agreed upon by both parties. (Note: PII and other sensitive information will not be shared or stored on these platforms).
 13. If PII and other sensitive information is needed to complete the project, the parties will agree on a secure means of transferring such information.
 14. A single Customer team member may fill multiple roles outlined in the Customer Roles & Responsibilities section.
 15. Participation of Customer executives, directors, managers, and other staff is vital to the success of this project. Customer is responsible for identifying these stakeholders, outlining in the resource map provided at project launch.
 16. Customer will assign Project Lead to manage Customer resources and be responsible for timely coordination of all activities of this project.
 17. Customer will provide access to project resources and materials with knowledge of current business processes and policies set forth in the scope of this SOW as required by MissionPlus to carry out the services.
 18. Except as otherwise specified, the services included in this SOW will be performed by MissionPlus on a part-time basis and as agreed upon by the Customer Project Lead and MissionPlus.
 19. Change Management is a large focus of MissionPlus's project methodology. Customer agrees to support change management activities that may be beneficial to the success of the project.

Acceptance

The parties agree that for the purposes of this SOW, acceptance of the Services, Schedules, Roles & Responsibilities, Assumptions, and Fees shall be upon the signatures of all parties outlined at the end of this document. Customer agrees they may reject Services if the Services materially fail (deliverables are consistently not met) and only after they have allowed MissionPlus the opportunity to redeliver on the Services, as appropriate, at no additional cost to the Customer. Unless Customer properly rejects the Services within the relevant acceptance period, Services shall be deemed accepted by Customer.

Service Fees

Payment #	Invoice Date	Service Dates	Payment Amount
1	2/1/2022	1/1/2022-1/31/2022	\$450.00
2	3/1/2022	2/1/2022-2/28/2022	\$450.00
3	4/1/2022	3/1/2022-3/31/2022	\$450.00
4	5/1/2022	4/1/2022-4/30/2022	\$450.00
5	6/1/2022	5/1/2022-5/31/2022	\$450.00
6	7/1/2022	6/1/2022-6/30/2022	\$450.00
7	8/1/2022	7/1/2022-7/31/2022	\$450.00
8	9/1/2022	8/1/2022-8/31/2022	\$450.00
9	10/1/2022	9/1/2022-9/30/2022	\$450.00
10	11/1/2022	10/1/2022-10/31/2022	\$450.00
11	12/1/2022	11/1/2022-11/30/2022	\$450.00
12	1/1/2023	12/1/2022-12/31/2022	\$450.00



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Signatures

The undersigned warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this SOW and to bind their respective party thereto.

Statement of Work Agreement

This statement of work is made effective December 1, 2021, by and between MissionPlus Consulting LLC and Champaign County Regional Planning Commission.

Organization Information

Champaign County Regional Planning Commission
Representative name: Dalitso Sulamoyo
Title: Chief Executive Officer

Signature:  Date: 11.22.21

Consultant Information

MissionPlus Consulting LLC
Consultant name: Ashlee M. Salinetto
Title: CEO & Principal Consultant

Signature:  Date: 11/22/2021