



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: DANIELLE MARION, COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: RESOLUTION: CHICAGO METROPOLITAN AGENCY FOR PLANNING
MEMORANDUM OF UNDERSTANDING FOR TECHNICAL ASSISTANCE –
BIKE/PEDESTRIAN TRANSPORTATION PLAN

AGENDA: September 15, 2026

DATE: September 4, 2026

ISSUE

Shall the Village Board approve a resolution approving a memorandum of understanding (MOU) for technical assistance for the Village of Sugar Grove Travel Choice Pilot Plan from Chicago Metropolitan Agency for Planning (CMAP).

DISCUSSION

The Village recently was awarded a technical assistance grant from CMAP to assist with updating the Villages Bike and Pedestrian Transportation Plan. Updating this Plan has been a priority of the Board and this assistance will be key in completing this. Staff recently received a memorandum of understanding that must be signed in order to move forward with the assistance from CMAP. This MOU outlines the purpose, term of agreement, scope of services and responsibilities, and the agreements. Since this is a pilot program, there is no local contribution required. The entire MOU is attached to this report for your review.

COST

There is no cost to signing the MOU.

ATTACHMENTS

Resolution approving an MOU with CMAP.

RECOMMENDATION

That the Village Board approve the attached resolution approving the MOU between CMAP and the Village of Sugar Grove for a technical assistance for the Village of Sugar Grove Travel Choice Pilot Plan.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

RESOLUTION NO.: 2026-0915CD1

**A RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF
UNDERSTANDING WITH THE CHICAGO METROPOLITAN AGENCY FOR PLANNING
(CMAP) FOR A TECHNICAL ASSISTANCE PROJECT
(SUGAR GROVE BIKE AND PEDESTRIAN TRANSPORTATION PLAN UPDATE)**

WHEREAS, the Village of Sugar Grove (the “Village”) is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and,

WHEREAS, the Village has applied for technical assistance services through the Chicago Metropolitan Agency for Planning (“CMAP”), the Sugar Grove Bike and Pedestrian Transportation Plan update; and

WHEREAS, the Village’s request for such assistance has been recommended by CMAP as a priority project; and

WHEREAS, the Village and CMAP have agreed on the Memorandum of Understanding (“MOU”), attached hereto as Exhibit A, that will guide technical assistance services to be provided by CMAP;

WHEREAS, the Corporate Authorities of the Village find that the Memorandum of Understanding between the Village of Sugar Grove and the Chicago Metropolitan Agency for Planning is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

SECTION ONE: AUTHORIZATION TO EXECUTE

That the Village of Sugar Grove supports the Sugar Grove Bike and Pedestrian Transportation Plan update and the Village President and Village Clerk are hereby authorized and directed to execute the Memorandum of Understanding between the Village of Sugar Grove and the Chicago Metropolitan Agency for Planning, attached hereto as Exhibit A.

SECTION TWO: GENERAL

1. Pursuant to the provisions of the MOU, the Village Board accepts the offer of staff assistance services by CMAP and recognizes that these services are provided for the purpose of implementing and update to the Villages Bike and Pedestrian Transportation Plan.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this **15th** day of **September 2026.**

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi					
Trustee Matthew Bonnie					
Trustee Sean Michels					
Trustee Anthony Speciale					
Trustee Nora London					
Trustee Michael Roskopf					

A27-0045

**MEMORANDUM OF UNDERSTANDING FOR
TECHNICAL ASSISTANCE
Village of Sugar Grove Travel Choice Pilot Plan**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is hereby entered by and between the Chicago Metropolitan Agency for Planning, (hereinafter "CMAP"), a body politic and corporate created by the State of Illinois, and Village of Sugar Grove (hereinafter "GOVERNMENTAL BODY")

The terms and conditions of this MOU are as follows:

1. Purpose. The purpose of this MOU is to facilitate technical assistance to the GOVERNMENTAL BODY for Village of Sugar Grove Travel Choice Pilot Plan which incorporates the regional ON TO 2050 principles of resilience, inclusive growth, and prioritized investment (hereinafter "PROJECT")
2. Term. The project is to commence as soon as practicable after the execution of this MOU and shall be undertaken and completed in such sequence as to assure their expeditious completion pursuant to the terms of this MOU. The project is expected to take 5 years(60) months from the date of kick-off.
2. Scope of Services and Responsibilities. CMAP and the GOVERNMENTAL BODY hereby agree to the scope of services and responsibilities set forth in the Project Charter/Scope of Work/Responsibilities included herein as **Attachment 1** and **Attachment 2**.
3. Agreements. The General Provisions included herein as **Attachment 3**, apply to and are incorporated into this MOU with full force and effect.

List of Attachments:

Attachment 1: Project Charter/Scope of Work

Attachment 2: Technical Assistance Roles and Responsibilities

Attachment 3: General Terms and Conditions

APPROVALS:

For the GOVERNMENTAL BODY:

Authorized Signature: _____ Date: _____

Name/Title: _____

Government Name:

Government Address: _____

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____

CMAP:

Authorized Signature: _____ Date: _____

Erin Aleman, Executive Director

Chicago Metropolitan Agency for Planning

433 West Van Buren Street, Suite 450 Chicago IL 60607

Attest:

Authorized Signature: _____ Date: _____

Name/Title: _____



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ATTACHMENT 1: Project Charter/Scope of Work



ATTACHMENT 1: Solution Clarification Summary

Project Name	Sugar Grove Travel Choice Pilot Plan
Project Lead	Sam Wynne
Project Overview	
Problem/Opportunity this Project is Addressing	Sugar Grove has recently completed planning work that identifies bicycle, pedestrian, and trail connectivity needs, but the community now needs support towards a full network recommendation to implementation. The Village seeks to improve connections among local destinations, regional trails, schools, parks, Waubonsee Community College, and emerging development areas. As a community largely built around automobile travel, Sugar Grove's active transportation culture remains underdeveloped. This is especially relevant around Waubonsee Community College, where a stronger walking and biking culture could help normalize destination-based active transportation, improve safety, expand multimodal choices, and cultivate advocates for non-auto travel in a suburban and semi-rural context.
Solution Overview	CMAP will provide technical assistance to develop a bicycle, pedestrian, and mobility implementation plan that addresses key connectivity, safety, access, and implementation needs in Sugar Grove. The project will use the bicycle and pedestrian plan framework as its base, while tailoring the scope to the Village's current needs: translating recently completed planning work into a prioritized, fundable, and partner-supported implementation roadmap. The plan will identify areas for new or improved pedestrian and bicycle infrastructure, such as shared-use paths, safer crossings, sidewalk connections, wayfinding, bike parking, and improved links to trails, schools, parks, residential growth areas, and regional destinations. The plan will also recommend policies, programs, partnerships, and funding strategies that can help Sugar Grove implement recommendations over time. Waubonsee Community College is a major local destination and generator of trips, the project should explore how the college area can become a focal point for elevating biking and walking as everyday transportation, not only recreation - Including but not limited to identifying barriers to student\visitor access, opportunities for walking and biking to campus, and ways to cultivate active transportation advocates in a non-urban landscape.
Must have characteristics	The plan must include the following: • An existing conditions report that provides an overview of the community and summarizes key factors and data sets influencing plan recommendations. The report will include supporting charts, maps, and other graphics. • Communication and Engagement strategy/plan incorporating Equitcity's framework to build a stronger culture of biking and walking through destination-based outreach, community mobility rituals, student and youth engagement, group walks/rides, mobility education, and advocacy-building activities centered on Waubonsee Community College, local destinations, and priority trail



	connections. • A key recommendations memo that provides an overview of existing conditions in the community and summarizes key factors influencing plan recommendations. The report will include supporting charts, maps, and other graphics. • A final plan Document that will contain recommendations for infrastructural and policy changes, with supporting text, charts, maps, and other graphics explaining how these recommendations were developed, and why they are important for the future. The plan will also include language concerning implementation, including descriptions of policies and actions that should be taken within two years to advance plan recommendations with descriptions of key capital project types and concepts and planning level cost estimates. • The plan must comply with the IL Bikeways Act requirements (effective January 2025): 605 ILCS 30/ Sec. 4.1. • Deliverables and materials that are compliant with the Web Content Accessibility Guidelines, according to ADA Title II regulations.
Not part of the solution	Recommendations will not include changes to transit service planning. The project does not include Phase 1 Engineering Designs
Local contribution (amount/due date)	As a pilot, no local contribution is required.



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ATTACHMENT 2: Technical Assistance Roles and Responsibilities



ATTACHMENT 2: CMAP TECHNICAL ASSISTANCE ROLES AND RESPONSIBILITIES

Signatories of this Agreement (hereinafter jointly “Party” or “Parties”) certify that these roles and responsibilities for this project will be adhered to unless amended in writing.

The Parties shall perform and carry out in a satisfactory and proper manner, as determined by CMAP, the following:

1. Project Charter. The PROJECT and all work performed by CMAP will be consistent with the Project Charter included herein as “ATTACHMENT 1”. Changes to the project charter must be jointly agreed to by the Parties.

2. Scope of Work. Parties will jointly determine and document the PROJECT scope of work, timelines, public engagement schedules, commitment of non-staff resources by either Party, and other elements prior to beginning the work outlined in the scope of work. CMAP may also request GOVERNMENTAL BODY assistance to establish expectations and performance goals for the PROJECT and process. Said scope of work shall be finalized and mutually agreed to by both parties prior to beginning work.

- a) Parties shall jointly agree to changes to PROJECT scope or timelines; CMAP may discontinue the PROJECT if major deviations, changes, or expansions of scope or schedule occur.
- b) All work performed by CMAP staff must be related to the scope of work.

3. Roles and Relationship. Parties shall perform and carry out in a satisfactory and proper manner, as determined by CMAP the following:

- a) CMAP shall assign staff to work with local governments and the community as part of the Local Technical Assistance program.
- b) GOVERNMENTAL BODY shall assign a lead person to be the main point of contact for CMAP staff.
- c) CMAP staff will report on the overall scope of work and day-to-day activities to the GOVERNMENTAL BODY.
- d) Assigned staff are CMAP employees and CMAP is responsible for evaluating their performance.
- e) CMAP management, in addition to the CMAP staff assigned to the PROJECT, may periodically check-in (frequency to be determined based on need) with GOVERNMENTAL BODY.
- f) CMAP is responsible for assigning relevant CMAP staff to work on the PROJECT (based on availability, skills, familiarity with the area, and subject matter expertise).
- g) GOVERNMENTAL BODY understands that CMAP assistance is provided as a means of advancing the implementation of ON TO 2050 the long-range regional comprehensive plan for the seven-county Chicago region, encompassing Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties.

4. Access to resources. CMAP staff will have full access to CMAP data and other resources, including specialized CMAP staff (for advanced mapping, data, outreach, communications, or topic-specific expertise). The GOVERNMENTAL BODY will provide CMAP access to data as follows:

- a) The GOVERNMENTAL BODY will provide access to relevant staff who will need to be involved in the PROJECT, and will ensure that they allocate sufficient time to the PROJECT.

- b) The GOVERNMENTAL BODY will provide access to all relevant internal data, reports, and other information necessary to successfully complete the PROJECT.
- c) The GOVERNMENTAL BODY's leadership (key staff, planning commissioners, board members, other elected officials, other decision-makers) commits to participate in the PROJECT and allocate sufficient time at meetings (Plan Commission meetings, GOVERNMENTAL BODY meetings, etc.) to ensure due consideration so the PROJECT is successful.

5. Demonstration of local support. GOVERNMENTAL BODY agrees to provide an inclusive, open, safe and welcoming environment in which to conduct meetings and outreach events.

- a) The GOVERNMENTAL BODY shall be responsible for working with CMAP to identify members for a steering committee or similar oversight group.
- b) If public outreach is a component of the PROJECT, the GOVERNMENTAL BODY agrees to participate in public outreach and engagement efforts; including assisting in dissemination of PROJECT and meeting information, attending and assisting at public meetings, and providing key stakeholder contact information.

6. Project management and review. CMAP will have lead responsibility for project management. CMAP shall in all reasonable ways coordinate and work with the GOVERNMENTAL BODY staff as the PROJECT proceeds. The GOVERNMENTAL BODY in all reasonable ways shall cooperate with CMAP and the consultant, if any. CMAP shall require the consultant, if any, to provide the GOVERNMENTAL BODY with all of the consultants' deliverables, if any, at the time they are delivered to CMAP. CMAP and GOVERNMENTAL BODY shall notify the other of all scheduled PROJECT related meetings with the consultant, if any, to enable the other to attend the meetings if desired.

- a) Allocation of CMAP staff to the PROJECT will vary over time based on project timeline and work needs.
- b) In order to maintain PROJECT progress and momentum, the GOVERNMENTAL BODY agrees to review and provide feedback on PROJECT deliverables in a timely manner, in accordance with the agreed upon timelines.
- c) GOVERNMENTAL BODY agrees to make best faith effort to adopt and implement the completed plan within agreed upon timelines.



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ATTACHMENT 3: General Terms and Conditions



ATTACHMENT 3: CMAP GENERAL TERMS AND CONDITIONS

Signatories of this Agreement certify that these conditions and procedures and terms and the conditions and procedures specific to this project will be adhered to unless amended in writing.

- 1. Complete Agreement.** This Agreement including all exhibits and other documents incorporated or referenced in the Agreement, constitutes the complete and exclusive statement of the terms and conditions of the Agreement between CMAP and the GOVERNMENTAL BODY and it supersedes all prior representations, understandings and communications regarding this PROJECT. The validity in whole or in part of any term or condition of this Agreement shall not affect the validity of other terms or conditions of this Agreement.
 - a) Either Party's failure to insist in any one or more instances upon the performance of any terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of said Party's right to such performance by the other Party or to future performance of such terms or conditions and the other Party's obligation in respect thereto shall continue in full force and effect. The GOVERNMENTAL BODY shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions that can affect the work or the cost thereof. Any failure by the GOVERNMENTAL BODY to do so will not relieve it from responsibility for successfully performing the work without additional expense to CMAP.
 - b) CMAP and the GOVERNMENTAL BODY assume no responsibility for any understanding or representations made by any of its officers, employees or agents prior to the execution of this Agreement, unless such understanding or representations by both parties are expressly stated in this Agreement.
 - c) Changes: CMAP and the GOVERNMENTAL BODY may from time to time order work suspension or make any change in the general scope of this Agreement including, but not limited to changes, as applicable, in the drawings, specifications, delivery schedules or any other particular of the description, statement of work or provisions of this Agreement. If any such change causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, CMAP shall promptly notify the GOVERNMENTAL BODY and a written amendment will be prepared for Agreement between CMAP and the GOVERNMENTAL BODY for changes in scope, time and/or costs. No amendments are effective until there is a written Agreement that has been signed by both parties.
 - d) Changes to any portion of this Agreement shall not be binding upon CMAP and the GOVERNMENTAL BODY except when specifically confirmed in writing by an authorized representative of CMAP and an authorized representative of the GOVERNMENTAL BODY.
 - e) For its convenience, CMAP reserves the right to extend the Term of this agreement. Any changes to the Term of this Agreement shall not be binding until specifically confirmed in writing by authorized representatives of both parties.

2. **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.
3. **Availability of Appropriation (30 ILCS 500/20-60).** This Agreement is contingent upon and subject to the availability of funds. CMAP, at its sole option, may terminate or suspend this Agreement, in whole or in part, without penalty, if the Illinois General Assembly, the state funding source, or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason. The GOVERNMENTAL BODY will be notified in writing of the failure of appropriation or of a reduction or decrease in appropriation.
4. **Allowable Charges.** No expenditures or charges shall be included in the cost of the PROJECT that are: (i) contrary to provisions of this Agreement or the latest budget approved by a duly-authorized official of CMAP and the GOVERNMENTAL BODY; (ii) not directly for carrying out the PROJECT; (iii) of a regular and continuing nature, except that of salaries and wages of appointed principal executives of CMAP who have not been appointed specifically for the purposes of directing the PROJECT, who devote official time directly to the PROJECT under specific assignments, and respecting whom adequate records of the time devoted to and services performed for the PROJECT are maintained by CMAP may be considered as proper costs of the PROJECT to the extent of the time thus devoted and recorded if they are otherwise in accordance with the provisions hereof; or (iv) incurred without the consent of CMAP after written notice of the suspension or termination of any or all of CMAP's obligations under this Agreement.
5. **Audits.** The records and supportive documentation for all completed projects are subject to an on-site audit by CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY reserve the right to inspect and review, during normal working hours, the work papers of the independent auditor in support of their audit report.
6. **Access to Records.** CMAP and the GOVERNMENTAL BODY shall maintain, for a minimum of **three years** after the completion of the Agreement, adequate books, records and supporting documents related to the Agreement which shall be made available for review upon request. Failure to maintain the books, records and supporting documents required by this Section shall establish a presumption in favor of CMAP for the recovery of any funds paid by CMAP under the Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. In addition:
 - a) If any litigation, claim or audit is started before the expiration of three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 - b) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.
 - c) CMAP shall include in all subcontracts, if any, under this Agreement a provision that CMAP and the GOVERNMENTAL BODY will have full access to and the right to examine any pertinent books,

documents, papers, and records of any such subcontractors involving transactions related to the subcontract for three (3) years from the final payment under that subcontract except that:

- 1) If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
- 2) Records for nonexpendable property acquired with federal funds shall be retained for three (3) years after its final disposition.

The term "subcontract" as used in this clause excludes purchase orders not exceeding \$2,500.

- 7. Procurement Procedures.** All procurement transactions for Contractual Services, Commodities and Equipment shall be conducted in a manner that provides maximum open and free competition. The GOVERNMENTAL BODY and CMAP shall also meet the following minimum procedural requirements.
- a) Subcontracting: Subcontracting, assignment or transfer of all or part of the interests of CMAP concerning any of the obligations covered by this Agreement is prohibited without prior written consent of the GOVERNMENTAL BODY.
 - b) Procurement of Goods or Services: For purchases of products or services with any Agreement funds that cost more than \$2,500 but less \$10,000, CMAP shall obtain price or rate quotations from an adequate number (at least three) of qualified sources. Procurement of products or services with any Agreement funds that are in excess of \$10,000 will require CMAP to use the Invitation for Bid process or the Request for Proposal process. In the absence of formal codified procedures, the procedures of CMAP will be used. CMAP may only procure products or services from one source with any Agreement funds if: (1) the products or services are available only from a single source; or (2) after solicitation of a number of sources, competition is determined inadequate.
 - c) Records. CMAP and the GOVERNMENTAL BODY shall maintain records sufficient to detail the significant history of procurements. These records shall include, but are not necessarily limited to: information pertinent to rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the cost or price.
 - d) No CMAP or GOVERNMENTAL BODY employee shall participate in the procurement of products or services if a conflict of interest, real or apparent, would be involved. No employee shall solicit or accept anything of monetary value from bidders or suppliers.
- 8. Equipment Inventory.** An inventory of non-expendable personal property having a useful life of more than two years and an acquisition cost of \$500 or more is subject to periodic inspection by CMAP and the GOVERNMENTAL BODY.
- 9. Method of Payment.** PROJECT expenditures are paid directly from federal, state funds or other funds. Because CMAP is responsible for obtaining federal reimbursement for PROJECT expenditures when applicable, it is necessary that CMAP monitor all procedures and documents which will be used to claim and support PROJECT-related expenditures.

10. Suspension. If the GOVERNMENTAL BODY fails to comply with the special conditions and/or the general terms and conditions of this Agreement, CMAP may, after written notice to the GOVERNMENTAL BODY, suspend the Agreement, pending corrective action by the GOVERNMENTAL BODY. If corrective action has not been completed within sixty (60) calendar days after service of written notice of suspension, CMAP shall notify the GOVERNMENTAL BODY in writing that the Agreement has been terminated by reason of default in accordance with Paragraph 11 "Termination" herein.

11. Termination.

- a) This Agreement may be terminated in whole or in part in writing by CMAP or the GOVERNMENTAL BODY for its convenience (hereinafter termed "Termination for Convenience"), provided that the terminating party provides not less than fourteen (14) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate to the respective address set forth on the signature page of this Agreement.
- b) Upon notice of termination by either party, CMAP shall (i) promptly discontinue all services affected (unless the notice directs otherwise) and (ii) deliver or otherwise make available to the GOVERNMENTAL BODY all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by CMAP in performing this Agreement, whether completed or in process.
- c) No Further Liability. Each party agrees that the rights of termination hereunder are absolute and it has no right to a continued relationship with the other after termination (except as expressly stated herein). Neither party shall incur any liability whatsoever for any damage, loss or expense of any kind suffered or incurred by the other (or for any compensation to the other) arising from or incident to any termination of this Agreement by such party that complies with the terms of the Agreement whether or not such party is aware of any such damage, loss or expense.

12. Remedies. Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes and other matters in question between CMAP and the GOVERNMENTAL BODY arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. If the parties hereto mutually agree, a request for remedy may be sought from a court of competent jurisdiction within the State of Illinois, County of Cook.

13. Equal Employment Opportunity. The GOVERNMENTAL BODY and CMAP will comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by U.S. Department of Labor regulations (41 CFR Part 60) and the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights. In connection with the execution of this Agreement, the GOVERNMENTAL BODY and CMAP shall not discriminate against any employee or an applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service. The GOVERNMENTAL BODY and CMAP shall take affirmative actions to ensure that applicants are employed and that employees are treated during their employment without regard to their race, color, religion, sex, sexual orientation, marital status,

national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status, or an unfavorable discharge from military service. Such actions shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay, other forms of compensation, and selection for training or apprenticeship. The GOVERNMENTAL BODY and CMAP shall cause the provisions of this paragraph to be inserted into all subcontractors' work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that such provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

14. Small and Minority Business Enterprise. In connection with the performance of this Agreement the GOVERNMENTAL BODY will cooperate with CMAP in meeting CMAP's commitments and goals with respect to the maximum utilization of small business and minority business enterprises, and will use its best efforts to ensure that small business and minority business enterprises shall have the maximum practicable opportunity to compete for work under this Agreement.

15. Political Activity. No portion of funds for this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

16. Prohibited Interest.

- a) No officer or employee of CMAP or the GOVERNMENTAL BODY and no member of its governing body and no other public official of any locality in which the PROJECT objectives will be carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of such objectives shall (i) participate in any decision relating to any contract negotiated under this Agreement which affects his personal interest or the interest of any corporation, partnership or association in which he is, directly or indirectly, interested; or (ii) have any financial interest, direct or indirect, in such contract or in the work to be performed under any such subcontract.
- b) No member of or delegate of the Illinois General Assembly or the Congress of the United States of America, and no federal Resident Commissioner, shall be admitted to any share hereof or to any benefit arising herefrom.
- c) The GOVERNMENTAL BODY and CMAP warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Agreement, upon an agreement or understanding for a commission, percentage, bonus, brokerage or contingent fee, or gratuity, excepting its bona fide employees. For breach or violation of this warranty CMAP or the GOVERNMENTAL BODY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage bonus, brokerage or contingent fee, or gratuity.

17. Conflict of Interest. In order to avoid any potential conflict of interest, the GOVERNMENTAL BODY and CMAP agree during the term of this Agreement not to undertake any activities which could conflict directly or indirectly with the interest of CMAP or the GOVERNMENTAL BODY. The GOVERNMENTAL BODY shall immediately advise CMAP of any such conflict of interest. CMAP shall make the ultimate determination as to whether a conflict of interest exists.

- 18. Ownership of Documents/Title of Work.** All documents, data and records produced by the GOVERNMENTAL BODY or CMAP in carrying out the obligations and services hereunder, without limitation and whether preliminary or final, shall become and remains the property of CMAP and the GOVERNMENTAL BODY. CMAP and the GOVERNMENTAL BODY shall have the right to use all such documents, data and records without restriction or limitation and without additional compensation. All documents, data and records utilized in performing research shall be available for examination by CMAP or the GOVERNMENTAL BODY 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 CMAP or the GOVERNMENTAL BODY, be appropriately arranged, indexed and delivered to CMAP or the GOVERNMENTAL BODY.
- 19. Publication.** CMAP and the GOVERNMENTAL BODY shall have royalty-free, nonexclusive and irrevocable license to reproduce, publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials specifically prepared under this Agreement, and to authorize other material to do so. The GOVERNMENTAL BODY and CMAP shall include provisions appropriate to effectuate the purpose of this clause in all contracts for work under this Agreement.
- 20. Confidentiality Clause.** Except as required pursuant to a validly issued subpoena, lawful request by a governmental entity or any applicable laws, including without limitation any Federal or State Freedom of Information Acts, any documents, data, records, or other information given to or prepared by the GOVERNMENTAL BODY or CMAP pursuant to this Agreement shall not be made available to any individual or organization without prior written approval by CMAP or the GOVERNMENTAL BODY. All information secured 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 CMAP or the GOVERNMENTAL BODY. Nothing in these restrictions interfere with the lawful obligation to respond to FOIA requests.
- 21. Reporting/Consultation.** The GOVERNMENTAL BODY shall consult with and keep CMAP fully informed as to the progress of all matters covered by this Agreement. CMAP shall consult with and keep the GOVERNMENTAL BODY fully informed as to the progress of all matters covered by this Agreement.
- 22. Identification of Documents.** All reports, maps, and other documents completed as part of this Agreement, other than documents exclusively for internal use within CMAP or the GOVERNMENTAL BODY offices, shall carry the following notation on the front cover or a title page or, in the case of maps, in the same area which contains the name of the GOVERNMENTAL BODY. "This material was prepared in consultation with CMAP, the Chicago Metropolitan Agency for Planning, (<http://www.cmap.illinois.gov>)."
- 23. Force Majeure.** Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by a cause beyond its control including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by the Federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

- 24. Independent Contractors.** Contractor's relationship to CMAP and the GOVERNMENTAL BODY in the performance of this Agreement is that of an independent contractor. Contractor's personnel performing work under this Agreement shall at all times be under the contractor's exclusive direction and control and shall be employees of contractor and not employees of CMAP or the GOVERNMENTAL BODY. Contractor's shall pay all wages, salaries and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including, but not limited to, social security, income tax withholding, unemployment compensation, workers' compensation insurance and similar matters
- 25. Federal, State and Local Laws.** CMAP and the GOVERNMENTAL BODY warrant that in the performance of this Agreement they shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder. Since laws, regulations, directives, etc. may be modified from time-to-time, CMAP and the GOVERNMENTAL BODY shall be responsible for compliance as modifications are implemented. The CMAP or the GOVERNMENTAL BODY'S failure to comply shall constitute a material breach of this contract.
- 26. Hold Harmless and Indemnity.** Each party to this Agreement shall indemnify, defend and hold harmless the other party to this Agreement, and its officers, officials, directors, employees, volunteers and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss, or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions or willful misconduct of the respective party and its officers, officials, directors, employees, agents, volunteers, subcontractors or suppliers, in connection with or arising out of the performance of this Agreement.
- 27. Equal Employment Opportunities -- Affirmative Action Sexual Harassment.** CMAP and the GOVERNMENTAL BODY must comply with the Illinois Board of Human Rights Act and rules applicable to public funds, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 28. International Boycott.** The GOVERNMENTAL BODY and CMAP certify that neither or 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).
- 29. Forced Labor.** The GOVERNMENTAL BODY and CMAP certify it complies with the State Prohibition of Goods from forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to CMAP or the GOVERNMENTAL BODY 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).
- 30. Subcontracts.** Any subcontractors or outside associates or contractors required by CMAP in connection with the services covered by this Agreement will be limited to such individuals or firms as were specifically identified and agreed to during procurement negotiations. Contractors and subcontractors, and any substitutions in or additions to such subcontractors, associates or contractors, will be subject to the prior approval of CMAP and the GOVERNMENTAL BODY.

All contracts and subcontracts for work under this Agreement shall contain those applicable provisions which are required in this Agreement.

The Contractor, if any, may not subcontract services agreed to under this Agreement without prior written approval of CMAP and the GOVERNMENTAL BODY.