

RESOLUTION 2020-020

PASSED: MARCH 9, 2020

AUTHORIZING A REVISED INTERGOVERNMENTAL COOPERATION AGREEMENT FOR THE METROPOLITAN PLANNING ORGANIZATION IN THE DEKALB URBANIZED AREA OF DEKALB COUNTY, ILLINOIS.

BE IT RESOLVED BY THE CITY COUNCIL of the City of DeKalb, Illinois, as follows:

SECTION 1: That the Mayor of the City of DeKalb, be authorized and directed to execute a revised Intergovernmental Cooperation Agreement for the Metropolitan Planning Organization in the DeKalb Urbanized Area of DeKalb County, Illinois, a copy of which is attached hereto and made a part hereof as Exhibit A.

SECTION 2: That the City Clerk or Executive Assistant of the City of DeKalb, Illinois, be authorized and directed to attest the Mayor's Signature and shall be effective thereupon.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois, at a Regular meeting thereof held on the 9th day of March 2020 and approved by me as Mayor on the same day. Passed by an 8-0 roll call vote. Aye: Morris, Finucane, Smith, Perkins, McAdams, Verbic, Faivre, Mayor Smith. Nay: None.

ATTEST:



RUTH A. SCOTT, Executive Assistant



JERRY SMITH, Mayor



**INTERGOVERNMENTAL COOPERATION AGREEMENT (IGA)
FOR THE METROPOLITAN PLANNING ORGANIZATION
IN THE DEKALB URBANIZED AREA OF DEKALB COUNTY, IL**

Article I Purpose

This document is designed to provide the frame-work for multiple government entities to cooperatively carry out the responsibilities of a Metropolitan Planning Organization (MPO) for areas within the DeKalb Urbanized Area of DeKalb County. In accordance with applicable Federal and State laws, policies and procedures, and with the cooperation and assistance of MPO members and the US and Illinois Departments of Transportation, the goal is to provide continuing, cooperative, and comprehensive transportation planning processes for the designated MPO area, as may be amended from time to time.

Article II General Organization

- A. This MPO shall consist of a Policy Committee who shall act as the Governing Body.
- B. As the Governing Body, the Policy Committee shall be the recognized decision-making body for the Metropolitan Planning Organization and shall guide and approve all planning activities and projects, unless specific items are reserved for a higher authority.
- C. The Policy Committee shall adopt By-Laws to govern their operation, but no By-Law may change or be in conflict with provisions of this Intergovernmental Agreement.
- D. The Policy Committee may incur expenses as necessary to fulfill the mission of the MPO provided that funding is available. It is recognized, and allowed, that some funding may be derived on a reimbursement basis and that is permissible.
- E. The Policy Committee is not authorized to make any contractual commitments which could become an unfunded financial liability to the member entities.
- F. No debt, which does not include contractual reimbursements, may be incurred without the express written authorization of each individual entity that has membership on the MPO Policy Committee.

- G. When incurred expenses must be paid by the member entities, the proportionate share for each entity will be based on the percent of voting members each entity is allowed, except the State of Illinois will not be factored into that calculation. The State of Illinois may voluntarily contribute funds toward these expenses and those contributions will be deducted from the total before the remaining proportionate shares are calculated.
- H. The Policy Committee may choose to serve as an oversight level of Transit programs operating in DeKalb County, but only in an advisory capacity.
- I. The Policy Committee may establish such other Committees and Task Forces as deemed appropriate for the effective and efficient operation of this MPO.

Article III Membership & Voting

- A. Membership will consist of six entities, with some entities having multiple seats with each seat granted one vote: City of DeKalb (3), the City of Sycamore (2), the Town of Cortland (1), DeKalb County Government (1), Northern Illinois University (1), and the State of Illinois acting by and through the Illinois Department of Transportation (1) for a total of 9 membership seats and votes. New entities, and new or current membership seats, may only be added or deleted by amending this IGA by all then-current entities.
- B. The Governing Body (or Chief Elected Official, or Chief Executive Official, as the rules for each entity so determine), of each member organization will appoint persons to fill the various seats for terms determined by each individual entity. Appointments for Alternate members may also be made to serve when the primary appointment(s) cannot serve. All appointments shall be made in writing to the Chairman of the Policy Committee of the MPO.
- C. A quorum for a Policy Committee meeting shall be a majority of the membership and all action items approved by the Policy Committee shall be by a simple majority vote of the members present, unless otherwise stated.
- D. Members of the Policy Committee may not receive a salary from the MPO.
- E. The Policy Committee may offer voice to other individuals and entities as deemed appropriate, but voting rights are reserved as stipulated in this document.

Article IV Providing for Financial, Legal, and Personnel Services

- A. The Policy Committee may choose to provide on its own, or to contract with a third party, or multiple third parties, the financial, legal, and personnel (workload) responsibilities that support the mission of the MPO. If the choice is made to contract any or all of the services, member organizations will be given an opportunity to submit proposals for such services and shall be granted the “right of first refusal” to match non-member proposals.
- B. If the entity chosen to handle the finances of the MPO is not the MPO itself, then that entity will be known as the Fiscal Agent. The Fiscal Agent responsibilities may include such items as the collection and disbursement of funds, payroll and benefit services, producing periodic financial statements, complying with all auditing requirements, technology services, and administrative support. The Fiscal Agent shall be the recipient of any Federal or State Planning funds and the responsibilities that go therewith.
- C. If the entity chosen to handle the legal responsibilities of the MPO is not the MPO itself, then that entity will be known as the Legal Agent.
- D. If the entity chosen to handle the personnel and workload responsibilities of the MPO is not the MPO itself, then that entity will be known as the Lead Agency with primary responsibility for overseeing compliance with all areas of the MPO.
- E. Information in regard to the duties and activities under this agreement may be considered public records, subject to the exceptions of disclosure as provided for in the Illinois Freedom of Information Act. As such, each entity agrees to respond to any requests by the MPO to provide necessary FOIA responsive documentation in relation to the MPO’s activities within the legally required response time-frames.

Article V Assurances

- A. The Policy Committee is mandated that their By-Laws, Policies, and Procedures, as well as those of any Committees and Task Forces, will include, and will be in compliance with, all Federal and State regulations and this IGA, all as amended from time to time, as may be applicable to this MPO. No action, or lack of action, should put in jeopardy the opportunity to receive any Federal or State funds. The MPO should take all reasonable actions to allow that the citizens being served are informed, do not experience discrimination, and are free to address concerns without repercussions.

- B. The entities agree to comply with all applicable federal, state, and local laws and regulatory requirements and to secure such licenses as may be required for their employees and to conduct business in the state, municipality, county, and location. Such obligations include, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

- C. The entities, their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

Article VI Amendments & Severability

- A. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any one or more of the provisions of this Agreement is declared unconstitutional or contrary to law, the validity of the remainder of the Agreement shall not be affected thereby.
- B. This Agreement represents the entire Agreement between the entities and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the entities, save that DeKalb County will remain as the Lead Agency, and may not be modified except in writing acknowledged by all named entities.
- C. The entities agree that the venue for any legal proceedings between them shall be the Circuit Court of DeKalb County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.


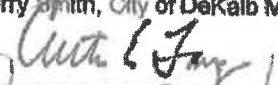

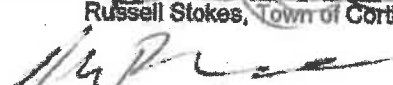


Article VII Indemnification of Lead Agency

To the extent allowable by law, the MPO, and each individual entity, shall indemnify, hold harmless and defend the Lead Agency, their officials, officers, employees, and agents from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (including claims of infringement or violation of any copyright, trademark, or other right of any kind of any person, or any claim of libel or slander) as well as for any breach of any covenant or representations in this Agreement (collectively, the "Claims"), to the extent such Claims result or arise from the Lead Agency's function and activities in performing as Lead Agency for the MPO and its members.

Article VIII Ratification & Termination

- A. This IGA shall become effective upon the later of May 1, 2020 or the approval by all signatory parties including the Governor or his designee.
- B. Designation of this MPO by the Governor and approval of this IGA by the State of Illinois shall be considered acceptance of the provisions and objectives contained herein and shall constitute an agreement between the jurisdictions heretofore mentioned, to cooperate in the continuing, cooperative, and comprehensive transportation planning process for this MPO in the DeKalb-Sycamore, Illinois Urbanized Area.
- C. This Agreement shall remain in force through April 30, 2040. The agreement will automatically renew for an additional twenty years if no parties to this agreement individually approve, by October 31, 2039 a resolution to terminate this IGA.
- D. Any party to this Agreement may withdraw by giving written notice to the Chairman of the Policy Committee, not less than one hundred and eighty (180) days prior to the later of the effective date of termination or the written notice to the Chairman of the Policy Committee. Termination from this agreement shall not relieve the withdrawing party from compliance with Federal or State requirements for cooperative transportation planning and programming, nor relieved from any financial obligations incurred as of the termination effective date.

Article IX Authorized Signatures

 _____ Jerry Smith, City of DeKalb Mayor	<u>3-24-2020</u> Date Signed
 _____ Curt Lang, City of Sycamore Mayor	<u>3/2/2020</u> Date Signed
 _____ Russell Stokes, Town of Cortland Mayor	<u>5-11-2020</u> Date Signed
 _____ Mark Pletrowski, Jr., County Board Chairman	<u>3-18-2020</u> Date Signed
 _____ Dr. Lisa Freeman, Northern Illinois University President	<u>3/27/2020</u> Date Signed
 _____ Masood Ahmad, Illinois Department of Transportation, Region 2 Engineer	<u>5/13/2020</u> Date Signed

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- F. No debt, which does not include contractual reimbursements, may be incurred without the express written authorization of each individual entity that has membership on the MPO Policy Committee.

- G. When incurred expenses must be paid by the member entities, the proportionate share for each entity will be based on the percent of voting members each entity is allowed, except the State of Illinois will not be factored into that calculation. The State of Illinois may voluntarily contribute funds toward these expenses and those contributions will be deducted from the total before the remaining proportionate shares are calculated.
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- B. The Governing Body (or Chief Elected Official, or Chief Executive Official, as the rules for each entity so determine), of each member organization will appoint persons to fill the various seats for terms determined by each individual entity. Appointments for Alternate members may also be made to serve when the primary appointment(s) cannot serve. All appointments shall be made in writing to the Chairman of the Policy Committee of the MPO.
- C. A quorum for a Policy Committee meeting shall be a majority of the membership and all action items approved by the Policy Committee shall be by a simple majority vote of the members present, unless otherwise stated.
- D. Members of the Policy Committee may not receive a salary from the MPO.
- E. The Policy Committee may offer voice to other individuals and entities as deemed appropriate, but voting rights are reserved as stipulated in this document.
- ~~F. The Town of Cortland hereby waives any membership or voting rights on the Policy Committee and consequently incurs no current or future financial obligations.~~

Article IV Providing for Financial, Legal, and Personnel Services

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- B. If the entity chosen to handle the finances of the MPO is not the MPO itself, then that entity will be known as the Fiscal Agent. The Fiscal Agent responsibilities may include such items as the collection and disbursement of funds, payroll and benefit services, producing periodic financial statements, complying with all auditing requirements, technology services, and administrative support. The Fiscal Agent shall be the recipient of any Federal or State Planning funds and the responsibilities that go therewith.
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- B. The entities agree to comply with all applicable federal, state, and local laws and regulatory requirements and to secure such licenses as may be required for their employees and to conduct business in the state, municipality, county, and

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- B. This Agreement represents the entire Agreement between the entities and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the entities, save that DeKalb County will remain as the initial Lead Agency, and may not be modified except in writing acknowledged by all named entities. This Agreement is subject to amendment with the approval of all entities as set forth in Article VIII "Ratification & Termination", save for the Town of Cortland, whose membership is relinquished when this document is ratified.
- C. The entities agree that the venue for any legal proceedings between them shall be the Circuit Court of DeKalb County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Article VII—Transition Provisions

- A. ~~Fiscal Agent. For purposes of ease and continuity during transition, DeKalb County Government is named the Fiscal, Legal, and Lead Agency for the period of January 1, 2019 through December 31, 2021. The Policy Committee may seek proposals for these services for the term beginning January 1, 2022. DeKalb County Government is welcome to make a proposal at that time for continued services.~~
- B. ~~Financial Close-out. The City of DeKalb, who has been the Fiscal Agent up until the effective date of this amended agreement, is empowered to close out the December 31, 2018 fiscal year business on behalf of the MPO, with the understanding that this will be on-going for several months, likely until the 2018 fiscal year is audited.~~
- C. ~~Personnel. Any existing full-time MPO staff, paid through the City of DeKalb for salary and benefits as of December 31, 2018, will become employees of DeKalb County Government and will serve under the direction and authority of the DeKalb County Engineer. Said employees will start with the same salary as they had been paid by the City as of December 31, 2018 plus the County's 2019 COLA increase; said employees will also receive the same benefit programs in place for DeKalb County employees. Any accumulated vacation time and sick time as of December 31, 2018 will not be carried forward and this liability would need to be settled between the City of DeKalb and any impacted employees.~~
- D. ~~MPO Planning Documents, Contracts, and Budgets in place on December 31, 2018 that has coverage beyond that date, will be managed by DeKalb County Government. If contractual financial payouts to third party vendors are required, the~~

~~City of DeKalb and DeKalb County Government are authorized to work out mutually agreeable arrangements for the handling, reporting and distribution of these funds.~~

~~E. Compensation for the above services will be worked out in an agreement between the Policy Committee and DeKalb County Government prior to the effective date of this IGA, but said amounts will not be less than currently paid to the City of DeKalb.~~

Article VII Indemnification of Lead Agency

To the extent allowable by law, the MPO, and each individual entity, shall indemnify, hold harmless and defend the Lead Agency, their officials, officers, employees, and agents from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature (including claims of infringement or violation of any copyright, trademark, or other right of any kind of any person, or any claim of libel or slander) as well as for any breach of any covenant or representations in this Agreement (collectively, the "Claims"), to the extent such Claims result or arise from the Lead Agency's function and activities in performing as Lead Agency for the MPO and its members.

Article VIII Ratification & Termination

- A. This IGA shall become effective upon the later of ~~January~~ October 1, 2019 or the approval by all signatory parties including the Governor or his designee.
- B. Designation of this MPO by the Governor and approval of this IGA by the State of Illinois shall be considered acceptance of the provisions and objectives contained herein and shall constitute an agreement between the jurisdictions heretofore mentioned, to cooperate in the continuing, cooperative, and comprehensive transportation planning process for this MPO in the DeKalb Urbanized Area of DeKalb County.
- C. This Agreement shall remain in force through ~~December 31~~ September 30, 2039~~8~~. The agreement ~~may be~~ will automatically renewed ~~prior to the termination date~~ for an additional twenty years if all no parties to this agreement, ~~except for the Town of Cortland who is now relinquishing their membership,~~ individually approve, ~~such action by June 30,~~ March 31, 2039~~8~~ a resolution to terminate this IGA.
- D. Any party to this Agreement may withdraw by giving written notice to the Chairman of the Policy Committee, not less than one hundred and eighty (180) days prior to the later of the effective date of termination or the written notice to the Chairman of the Policy Committee. Termination from this agreement shall not relieve the withdrawing party from compliance with Federal or State requirements for cooperative transportation planning and programming, nor relieved from any financial obligations incurred as of the termination effective date.

Article ~~IX~~ VIII Authorized Signatures

_____ Mark Pietrowski, Jr., County Board Chairman	_____ Date Signed
_____ Jerry Smith, City of DeKalb Mayor	_____ Date Signed
_____ Curt Lang, City of Sycamore Mayor	_____ Date Signed
_____ Russell C. Stokes, Town of Cortland Mayor	_____ Date Signed
_____ Dennis L. Barsema, NIU Trustee's President	_____ Date Signed
_____ Kevin Marchek, IDOT Region 2, Dist 3 Engineer	_____ Date Signed