RESOLUTION 2015-123                 PASSED: NOVEMBER 23, 2015


WHEREAS, the City of DeKalb, has agreed to serve as the lead agency and fiscal agent for the DeKalb Sycamore Area Transportation Study (DSATS), the Metropolitan Planning Organization (MPO) for the DeKalb-Sycamore urbanized area; and,

WHEREAS, the FY2016 agreement signed by IDOT and the City of DeKalb agrees to fund the City of DeKalb for DSATS operations for an amount not to exceed $243,769 of which $172,416 are Federal Highway Administration Metropolitan Planning Funds, $22,601 are Federal Section 5303(d) Transit Funds, and $48,754 are Local Match Funds; and,

WHEREAS, the current State of Illinois budget impasse does not allow any Illinois Metropolitan Planning Organization to be paid until a FY16 State Budget is passed; and,

WHEREAS, the Federal Highway Administration (FHWA) and the Illinois Department of Transportation (IDOT) have developed an intergovernmental agreement to allow the FHWA to pay the City of DeKalb directly; now,

THEREFORE, 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 Illinois is authorized and directed to execute an intergovernmental agreement with the FHWA and the State of Illinois, Department of Transportation, to allow the FHWA to pay the City of DeKalb directly for FHWA’s portion of DSATS expenses, a copy of which is attached hereto and made part thereof as Exhibit “A”.

Section 2. That the Mayor of the City of DeKalb Illinois, is authorized and directed to execute any additional amendments to the aforementioned intergovernmental agreement with the FHWA, and the State of Illinois, Department of Transportation, for federal MPO planning funds to support DSATS transportation planning activities during the period July 1, 2015 through June 30, 2016.

Section 3. That the City of DeKalb staff person designated as the DSATS Director is authorized to sign all other official documents related to the governance of the aforementioned intergovernmental agreement with the Federal Highway Administration and the State of Illinois, Department of Transportation.
Section 4. That the City Clerk of the City of DeKalb be authorized and directed to attest the Mayor's signature.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof held on the 23rd day of November 2015 and approved by me as Mayor on the same day. Passed by Omnibus roll call vote of 7-0 on the Consent Agenda. Aye: Jacobson, Finucane, Marquardt, Snow, Noreiko, Baker, Rey.

ATTEST:

[Signature]
JENNIFER JEEP JOHNSON, City Clerk

[Signature]
JOHN A. REY, Mayor
FIRST AMENDMENT
FOR THE AGREEMENT WITH THE CITY OF DEKALB
(1575104801) 1675100701

The undersigned DEPARTMENT and GOVERNMENTAL BODY (the PARTIES) agree that the following shall amend the AGREEMENT referenced herein. All terms and conditions set forth in the original agreement, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this amendment shall prevail. This amendment is in the best interest of the State of Illinois and is authorized by law.

1. DESCRIPTION OF AGREEMENT: To conduct Continuing, Cooperative, and Comprehensive (3-C) transportation planning activities.

2. EFFECTIVE DATE OF AMENDMENT: AMENDMENT is effective upon execution.

3. DESCRIPTION OF AMENDMENT: This AMENDMENT adds $11,347 of Federal Transportation Administration (FTA) Section 5303(d) Funds and $51,591 State Funds to the original AGREEMENT's $195,015; and eliminates the Governmental Body's Share of $48,754. The new total funding is increased to $257,954 with this AMENDMENT, as detailed in Part 6A in Attachment A. Parts 6 and 7 of the original AGREEMENT are deleted in their entirety and are replaced with Parts 6A and 7A, in Attachment A.

4. ATTACHMENTS AND INCORPORATIONS: Attachment A is incorporated herein by reference and made a part hereof this AMENDMENT.

IN WITNESS WHEREOF, the PARTIES have caused this AGREEMENT AMENDMENT to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

FOR THE GOVERNMENTAL BODY:

[Signature]
John Rey, Mayor

[Date]

FOR THE DEPARTMENT:

[Signature]
Karen A. Shapup, Bureau Chief, Urban Program Planning
[Date]

[Signature]
Jeff Smith, Acting Director, Planning & Programming
[Date]

[Signature]
William M. Barnes, Chief Counsel
[Date]

[Signature]
Jeff Beck, Chief Fiscal Officer
[Date]

[Signature]
Randall S. Blankenhorn, Secretary of Transportation
[Date]

Print Name and Title

Contract: 1370010
Exempt from Code X Other (describe)
### ATTACHMENT A

#### PART 6A

**COMPENSATION FOR SERVICES**

**Funding:**

<table>
<thead>
<tr>
<th>Funding</th>
<th>Original Agreement</th>
<th>Amendment</th>
<th>Total</th>
<th>Share</th>
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</thead>
<tbody>
<tr>
<td>Federal Metro PL Funds</td>
<td>$172,416</td>
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<td>$172,415</td>
<td>80%</td>
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<td>Governmental Body</td>
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<td>($43,104)</td>
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<td><strong>SubTotal</strong></td>
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<tr>
<td>FTA Section 5305(d) Funds</td>
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<tr>
<td>Federal Participation</td>
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<td></td>
<td></td>
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<tr>
<td>Metro PL Funds</td>
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<td><strong>$172,416</strong></td>
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<tr>
<td>FTA Section 5305(d)</td>
<td>$22,601</td>
<td>$11,347</td>
<td><strong>$33,948</strong></td>
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<td></td>
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<td>8,487</td>
<td>8,487</td>
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<tr>
<td><strong>SubTotal</strong></td>
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<td></td>
<td><strong>$51,591</strong></td>
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<tr>
<td><strong>Compensation Total</strong></td>
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<td></td>
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<td></td>
<td>5,650</td>
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<td><strong>Funding Total</strong></td>
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</tbody>
</table>

**Appropriation Code:**
Federal: 011-49401-1900-1000; State: 011-49401-1900-2000

The DEPARTMENT will reimburse the GOVERNMENTAL BODY for actual direct and actual indirect costs that will be incurred in this AGREEMENT.

The indirect cost reimbursement is computed at 10% (de minimis rate) based on the Modified Total Direct Cost (MTDC). MTDC is computed as follows: Total Cost minus the following costs: excess of the first $25,000 subcontract/subaward, equipment, rental, and other items as provided in §200.68 of 2 CFR Part 200.
Other GOVERNMENTAL BODY Requirements:

1. The GOVERNMENTAL BODY must provide the DEPARTMENT with the following reports no later than 90 days after the termination of the AGREEMENT as required under §200.302(b)(5), and §200.328 (b)(2)(i) of 2 CFR Part 200:
   A. Actual incurred Direct and Indirect Costs for this AGREEMENT for FY2016, and
   B. Direct and Indirect Costs billed to and paid by the DEPARTMENT for this AGREEMENT for FY2016.
2. Basis for allocating each Indirect Cost Item in 1A above, and
3. Along with the deliverables mentioned in Part 5, all reports in 1 and 2 above must be mailed to the following address:

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

Budget by Work Element:

<table>
<thead>
<tr>
<th>WORK ELEMENT</th>
<th>PL</th>
<th>STATE</th>
<th>FTA</th>
<th>STATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
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<td>Administration &amp; Management</td>
<td>$111,452</td>
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<td>Program Dev and Info Management</td>
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<td>4,557</td>
<td>3,589</td>
<td>897</td>
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<td>Long Range Transportation Plan</td>
<td>18,139</td>
<td>4,535</td>
<td>3,572</td>
<td>893</td>
<td>27,139</td>
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<td>Short Range Transportation Plan</td>
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<td>4,843</td>
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<td><strong>Total</strong></td>
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<td><strong>$43,104</strong></td>
<td><strong>$33,948</strong></td>
<td><strong>$8,487</strong></td>
<td><strong>$257,954</strong></td>
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</table>

Budget By Cost Item:

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<tr>
<th>Cost Item</th>
<th>Federal</th>
<th>State</th>
<th>Total</th>
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<tr>
<td>A. Direct Cost:</td>
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<td></td>
</tr>
<tr>
<td>Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$83,184</td>
<td>$20,796</td>
<td>$103,980</td>
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<tr>
<td>Fringe Benefits</td>
<td>25,869</td>
<td>6,467</td>
<td>32,336</td>
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<td><strong>SubTotal</strong></td>
<td><strong>$109,053</strong></td>
<td><strong>$27,263</strong></td>
<td><strong>$136,316</strong></td>
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<tr>
<td>Other Direct Cost:</td>
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</tr>
<tr>
<td>Travel</td>
<td>$5,640</td>
<td>$1,410</td>
<td>$7,050</td>
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<tr>
<td>Supplies</td>
<td>9,893</td>
<td>2,473</td>
<td>12,366</td>
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<tr>
<td>Contractual</td>
<td>58,935</td>
<td>14,734</td>
<td>73,669</td>
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<tr>
<td>Equipment/Software</td>
<td>9,440</td>
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<td>Total Direct Cost</td>
<td><strong>$192,960</strong></td>
<td><strong>$48,240</strong></td>
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<td>B. Indirect Cost*</td>
<td><strong>$13,403</strong></td>
<td><strong>$3,351</strong></td>
<td><strong>$16,754</strong></td>
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<tr>
<td>C. Total Cost</td>
<td><strong>$206,363</strong></td>
<td><strong>$51,591</strong></td>
<td><strong>$257,954</strong></td>
</tr>
</tbody>
</table>

*10% at MTDG
PART 7A

AGREEMENT AWARD NOTIFICATION
REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds?  ☒ Yes  ☐ No

Amount of Federal funds:  PL $172,416; FTA $33,948

Federal Project Number:  SPR-PL 3000(55); IL-80-0012

Name of Project:  3-C Transportation Planning

CFDA Number*, Federal Agency, Program Title:  20.205, Federal Highway Administration, Illinois Highway Planning & Research; 20.505, Federal Transit Administration (FTA); Technical Studies Grant

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.
Temporary Invoice Servicing Agreement and Statement of Work

Between

United States Department of Transportation
Federal Highway Administration

The
Illinois Department of Transportation

And

The City of DeKalb

For the

Temporary Servicing of Metropolitan Planning Organization
Invoices during the Illinois budget impasse to continue planning activities for the Federal-aid Highway Program

Period of Temporary Invoice Servicing Agreement
12/02/2015 to Duration of Agreement
This Temporary Invoice Servicing Agreement (Agreement) and Statement of Work (SOW) is entered into under the authority of 23 U.S.C. 308(a) and 23 CFR 1.36 by and between the United States Department of Transportation, Federal Highway Administration (FHWA), the Illinois Department of Transportation (IDOT), and the City of De Kalb, a metropolitan planning organization (MPO) and subrecipient of Federal-aid highway planning (PL) funding from IDOT. The MPO is responsible for cooperative transportation decision-making for its metropolitan area. The purpose of this Agreement is to facilitate the timely reimbursement of MPO invoices submitted pursuant to an approved metropolitan unified planning work program (UPWP) under 23 CFR 420.115.

Whereas, the Federal-aid Highway Program requires a State to promptly pay MPO invoices in accordance with 23 U.S.C 104(d)(2)(B) not later than 15 business days after the date of receipt of a proper request for reimbursement of expenditures made by the MPO;

Whereas, the State of Illinois has not been able to enact into law an operating budget for fiscal year 2016, which began on July 1, 2015, and is continuing;

Whereas, due to the ongoing budget impasse in Illinois, IDOT has not been able to process invoices, in accordance with Illinois law, notwithstanding the Federal requirement to timely reimburse MPOs upon receipt of an invoice in accordance with 23 U.S.C 104(d)(2)(B);

Whereas, the FHWA Administrator has broad authority under 23 CFR 1.36 and 2 CFR 200.338 to remedy violations of law and noncompliance with Federal requirements;

Whereas, the FHWA Administrator is charged with cooperating with the State through IDOT, as the State department of transportation, and under authority delegated to the Administrator by the Secretary under 49 CFR 1.85(a)(3), may provide engineering and other services to a cooperating State agency in connection with highways in accordance with 23 U.S.C. 308(a);

Whereas authorized expenses as certified by IDOT have been incurred under the authorized work program, but the MPO has not been reimbursed;

Whereas the allowable expenses incurred pursuant to the work program authorization and obligation are eligible for reimbursement at the authorized Federal share notwithstanding that the costs may have been incurred prior to FHWA’s assumption of invoice servicing under this Agreement;

Whereas FHWA believes that proper requests for reimbursement by the MPO under this Agreement should be reimbursed; and

Whereas, the Parties intend to be fully bound by the terms and conditions set forth herein.
NOW THEREFORE, FHWA, IDOT, and City of De Kalb do hereby mutually agree as follows:

A. PARTIES AND AUTHORITIES

1. FHWA is delegated authority under 49 CFR 1.85(a)(3) to administer the Secretary’s authority under 23 U.S.C. § 308(a)(1) to perform engineering and other services in connection with construction, and improvements of highways by contract or agreement for Federal or State cooperating agencies.

2. IDOT is the State transportation agency, which is responsible for carrying out the Federal-aid highway program in accordance with 23 U.S.C. 302 and in conformity with 23 CFR 1.3, and is authorized to take such actions on behalf of the State as necessary to comply with Federal law.

3. The City of De Kalb, the MPO for its metropolitan planning area is a subrecipient of IDOT and receives Federal-aid highway planning (PL) funds in accordance with a formula developed by IDOT. As the MPO, it is responsible for cooperative transportation decision making for its metropolitan planning area in accordance with 23 U.S.C 134.

4. Under 23 U.S.C. 104(d)(2)(B) the State is required to reimburse a MPO not later than 15 business days after the date of receipt of a proper (as defined in 2 CFR 200.403-405) request for reimbursement of expenditures made by the MPO in carrying out the metropolitan planning work program authorized in accordance with 23 CFR 420.115.

ARTICLE I SCOPE OF WORK (Obligations, Responsibilities, and Funding)

A. The City of De Kalb shall:

(1) After execution of this Agreement, continue performance of the work authorized under SPR-PL 3000(055)/IL-HPR-66-002-16 to carry out the 2016 UPWP.

(2) Within five days of the effective date of this Agreement, submit to IDOT (if not already submitted) an initial invoice for accumulated or invoiced costs incurred that have not been reimbursed. For costs incurred after the execution of this Agreement, submit to IDOT no more than one invoice per month no later than the 5th of each month. Certify to IDOT that the costs invoiced are valid, eligible, reasonable, and allowable costs that are allocable to planning funds.

(3) Preserve invoice documentation and records associated with the approved work program in accordance with 2 CFR 200.333-.337;

(4) Cooperate with IDOT and FHWA to fully account and reconcile expenditures associated with the approved MPO work program; and
(5) Participate in any final IDOT review and reconciliation of invoices and expenditures.

B. IDOT shall:

(1) Within five days of the effective date of this Agreement, provide to FHWA a copy of the 2016 the City of De Kalb UPWP and any associated project agreement including the unexpended balance of PL funding obligated under the work program;

(2) Within five days of the effective date of this Agreement, deobligate PL funding within the 2016 Fiscal Management Information System (FMIS) statewide project agreement and create a new 2016 IDOT MPO project agreement for the City of De Kalb in FMIS using the City of De Kalb’s DUNS number and noting the effective authorization date of the original project agreement;

(3) Within ten days of receipt, review invoices from the City of De Kalb and certify in writing to the FHWA Illinois Division Office that the invoice is complete, reasonable, allowable, allocable and eligible for payment. Provide the invoice documentation to the FHWA following the invoice instructions attached to this agreement;

(4) Carry out planning project responsibilities in accordance with standard approval processes and the stewardship and oversight agreement between FHWA and IDOT dated May 27, 2015;

(5) Retain and submit to FHWA duplicate invoices and appropriate documentation;

(6) Retain all documentation in accordance with government-wide record retention requirements in 2 CFR 200.333-336;

(7) Notify FHWA within 15 business days of the date of any material changes to the UPWP that affect the processing of any invoices;

(8) Provide FHWA notice within 5 business days prior to the date that IDOT will resume reimbursement of MPO invoices;

(9) Close the 2016 IDOT MPO project agreement for the City of De Kalb and de-obligate remaining fund balances and obligation authority within 15 business days of IDOT resuming invoice servicing; and

(10) Establish a new project agreement and re-obligate remaining unexpended fund balances and associated obligation authority to the original Federal-aid 2016 IDOT statewide project agreement for future expenses on the UPWP, referencing the intermediate project agreements in the remarks field.
C. The FHWA shall:

(1) Promptly approve IDOT’s withdrawal and closure of the existing 2016 FMIS statewide project agreement;

(2) Authorize the new 2016 IDOT MPO project agreement for the City of De Kalb in FMIS and recognize the new obligating number to be used for billing purposes;

(3) Promptly process certified invoices received from IDOT;

(4) Make a good faith effort to meet the processing standards required of the State under 23 U.S.C. 104(d)(2)(B) upon receipt of a certified invoice;

(5) Make a good faith effort to process the initial payment associated with the invoice backlog;

(6) Promptly, upon notification from IDOT that IDOT has assumed State governmental operations to permit reimbursement of MPO expenses, terminate this temporary invoice servicing agreement and approve closure of the individual FMIS project agreements; and

(7) Approve the obligation of the unexpended balance of funds and obligation authority on the original 2016 FMIS statewide project agreement upon receipt of a valid request by IDOT.

ARTICLE IV: KEY OFFICIALS AND CONTACTS

Designated points of contact for the coordination of this processing agreement are included on the execution page of this Agreement.

ARTICLE V: OTHER TERMS OF AGREEMENT

A. Nothing in this agreement is intended to abrogate IDOT’s duties and responsibilities under 23 U.S.C. 104, 134, 302, and 23 CFR 1.3 and 420.

B. This Agreement shall remain in effect until IDOT resumes responsibilities for reimbursement of the City of De Kalb in accordance with 23 U.S.C. 104(d)(2)(B). This Agreement will terminate upon notice and payment and reconciliation of invoices submitted to FHWA while providing prompt payment processing on behalf of IDOT.

C. This Agreement may be modified by written consent of all of the Parties.

D. FHWA will be afforded an opportunity to inspect, review, and comment on, at any time, work in progress, the financial records, and any other supporting documentation of the City of De Kalb or IDOT.
E. This Agreement is governed by Federal law, regulations and policy.

F. This Agreement is not binding upon or enforceable by any person or entity not party to this Agreement. This Agreement does not affect the obligations or responsibilities of any person or entity not party to this Agreement.

ARTICLE VI: ASSIGNMENT

No transfer or assignment of this Agreement, or any part thereof or interest therein, directly or indirectly, voluntarily or involuntarily, shall be made unless such transfer or assignment is first approved in writing by all Parties.

ARTICLE VII: LEGAL AUTHORITY

A. Nothing in this Agreement shall be construed as limiting or affecting the legal authorities of the Parties, or as requiring the Parties to perform beyond their respective authorities. Nothing in this Agreement shall be deemed to bind any party to expend funds in excess of available appropriations. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

B. Anti-Deficiency Act: Pursuant to the Anti-Deficiency Act, 31 U.S.C. Section 1341(a)(1) (1994), nothing contained in this Agreement shall be construed as binding the United States to expend any sum in excess of appropriations made by Congress for the purposes of this Agreement, or as involving the United States in any contract or other obligation for the further expenditure of money in excess of such appropriations.

C. The Parties agree that no rights shall be granted to any other person whatsoever by virtue of this Agreement, and there are no third party beneficiaries hereof.

ARTICLE IX. EXECUTION IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ARTICLE X. ENTIRE AGREEMENT

This Agreement and its attachments constitute the entire Agreement and understanding of the Parties with respect to the Project. No oral or other written provisions shall have any force or effect except those contained in a written amendment to this Agreement executed by the parties.
ARTICLE XI. SEVERABILITY

Nothing in this Agreement is intended to conflict with current statutes, regulations, orders, or directives of FHWA, or any other Federal agency or entity. If a provision of this Agreement is inconsistent with such authority, then that provision will be invalid to the extent of such inconsistency, but the remainder of that provision and all other provisions, terms, and conditions of this Agreement will remain in full force and effect.
IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The City of De Kalb

[Signature]

[Typed (Printed) Name of Signer]

[Date]

Illinois Department of Transportation

[Signature]

[Typed (Printed) Name of Signer]

[Date]

Federal Highway Administration

[Signature]

[Typed (Printed) Name of Signer]

[Date]