DEKALB COUNTY HIGHWAY DEPARTMENT

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March 18, 2020

The Honorable Mayor Stokes
Mayor of Cortland
59 S Somonauk Road
PO Box 519
Cortland, IL 60112

Dear Mr. Stokes:

The DeKalb-Sycamore Area Transportation Study (DSATS) is the Metropolitan Planning Organization (MPO) for the DeKalb Sycamore-Cortland Area. DSATS was established in 2003 through an Intergovernmental Cooperative Agreement which included DeKalb County, the City of Sycamore, the City of DeKalb, Northern Illinois University and the Illinois Department of Transportation. In 2011, the Town of Cortland was added to the Agreement. The City of DeKalb was the lead agency and provided staffing for DSATS until 2019 when DeKalb County became the lead agency.

Over the past two years, the member organizations have worked toward modifications to the organization's by-laws and intergovernmental agreement (IGA). The modifications were aimed at streamlining processes and removing the by-laws from the IGA to allow the Policy Committee to make occasional changes to the operating structure as needed. The IGA was last modified in late 2018 to reflect the change of the lead agency from the City of DeKalb to DeKalb County. That change was the first step toward arriving at the proposed streamlined agreement. Legal counsel for the respective member organizations have reviewed the language and the DSATS Policy Committee voted 7-0 on February 19th to forward the agreement to the respective governing bodies for approval.

Each member organization is taking the revised IGA to their respective board or council for approval. The IGA will go into effect on May 1st or when the last member organization approves the IGA, whichever is later. I will be available during the Board meeting if there are any questions.

Very truly yours,

Nathan F. Schwartz, P.E.
County Engineer

BRAD HUNOLD
Assistant County Engineer

WAYNE DAVEY
Support Services Manager

JOSH MERCHANT
Operations Manager

INTERGOVERNMENTAL COOPERATION AGREEMENT (IGA) FOR THE METROPOLITAN PLANNING ORGANIZATION IN THE DEKALB-SYCAMORE, ILLINOIS URBANIZED AREA

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-Sycamore, Illinois Urbanized Area. 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. Subject to applicable law, 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, except for claims covered by the Illinois Court of Claims Act, which shall be filed exclusively with the Illinois Court of Claims.

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 clam 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	Date Signed
Curt Lang, City of Sycamore Mayor	Date Signed
Russell Stokes, Town of Cortland Mayor	Date Signed
Mark Pietrowski, Jr., County Board Chairman	Date Signed
Dr. Lisa Freeman, Northern Illinois University President	Date Signed
Masood Ahmad, Illinois Department of Transportation, Region 2 Engineer	Date Signed