

**Intergovernmental Cooperation Agreement (IGA) Empowering
The Decatur Urbanized Transportation Study (DUATS)
2024**

This document is made to provide the frame-work for multiple government entities to continue the longstanding and successful cooperative intergovernmental framework previously created for the purpose of coordinating transportation, land use and other related infrastructure planning in the Decatur Metropolitan Planning Area (MPA).

WITNESSETH THAT

WHEREAS 23 U.S.C. Section 134 requires that each urbanized area with a population of 50,000 or more, as a condition to the receipt of Federal capital, transportation or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the urbanized area; and

WHEREAS the Governor of Illinois has designated the Macon County Regional Planning Commission (MCRPC) as the Metropolitan Planning Organization (MPO) responsible for carrying out the 23 U.S.C. Section 134 and 49 U.S.C. Section 5303 planning requirements for the area in cooperation with the State; and

WHEREAS the MCRPC oversaw the Decatur Urbanized Area Transportation Study (DUATS) as it performed comprehensive transportation planning for the MPA, in accordance with the above said Federal laws between 1964 and 2006; and

WHEREAS by Intergovernmental Agreement, said comprehensive transportation planning activities and the Lead Agency role were formally transferred to the City of Decatur, IL, Department of Economic & Urban Development, now the Department of Development Services, on March 21, 2006; and

WHEREAS as the City of Decatur’s Community and Economic Development Department (Lead Agency) is functionally the MPO for all administrative, planning and transportation related activities within the Decatur MPA,

IT IS NOW, THEREFORE, AGREED AMONG THE PARTIES HEREIN THAT:

EXHIBIT A

Article 1. Name

Upon ratification of this IGA, commonly referred to as the “DUATS Agreement,” by the legislative authorities of the participating entities, including the City of Decatur, County of Macon, Village of Forsyth, Village of Mt. Zion, (all in Illinois), and the State of Illinois, a joint transportation planning organization heretofore called the Decatur Urbanized Area Transportation Study, or by the acronym DUATS, is continued with all the purposes, powers and structure set forth below.

This Agreement is a revision of the intergovernmental agreement signed in 2002 and as was amended in 2006 and 2011. This revised Agreement shall fully replace the original intergovernmental agreement and its amendments, and all future activities of DUATS shall fall under the terms and provisions of this Agreement.

Article 2. Purpose, Duties and Responsibilities of DUATS

DUATS is continued in order to perform and carry out continuing, cooperative and comprehensive transportation planning process for the Decatur MPA in accordance with applicable Federal laws, policies and procedures, with the cooperation and assistance of its members and the U.S. Department of Transportation (USDOT). Unless otherwise specified by the subsequent amendments to 23 U.S.C. 134 and 49 U.S.C. 5303, DUATS shall:

- 2.1 Provide a forum for cooperative transportation and related planning and decision-making, and establish a public involvement process that ensures opportunities for early and continued involvement of local governmental units, transit operators, special interest groups and the general public in the review and evaluation of all transportation plans and programs;
- 2.2 Formulate, approve and periodically update a multi-modal transportation plan, called the Long-Range Transportation Plan (LRTP) for the Metropolitan Planning Area which shall conform to applicable federal requirements and schedules to make more efficient use of existing and proposed transportation systems and limited funding resources;
- 2.3 Formulate and approve the Transportation Improvement Program (TIP) for the Metropolitan Planning Area, which shall cover a period of not less than 4 years and be in substantial conformity with the LRTP;
- 2.4 Comply with applicable federal, state, and local laws, policies, and federal requirements regarding transportation planning and programming;
- 2.5 Formulate and approve annually a transportation work program which shall identify the transportation-related planning activities funded with state and federal financial aids and technical assistance to be provided, including transit planning and programming, in accordance with the provisions of this Agreement; and

2.6 Formulate or develop other planning and project development activities necessary to address transportation and transportation related issues in the area.

2.7 Develop a planning process that takes into account the ten (10) planning factors contained in Bipartisan Infrastructure Law (BIL), with principal focus on safety, security, operations and maintenance and environmental mitigation, through a performance-driven, outcome-based approach all in an open atmosphere intent on seeking public opinion, their involvement and participation in the planning process.

Article 3. Organization, General Powers and Duties

3.1 DUATS shall consist of a Policy Committee, a Technical Committee, and other standing or temporary or special purpose committees as needed to carry out the duties and functions of DUATS;

3.2 DUATS planning shall be guided by the Policy Committee, which shall have final authority over all matters within the jurisdiction of DUATS;

3.3 The Technical Committee shall be established for the purpose of providing technical advice and recommendations to the Policy Committee and conducting or overseeing the technical planning functions and duties of DUATS;

3.4 For administrative and planning purposes, the City of Decatur's Economic and Community Development is designated as the Lead Agency which shall continue unless changed by the Policy Committee;

3.5 For the purposes of administration, coordination and supervision, the Study Director of DUATS shall be the Director of Economic and Community Development or his/her designee. Unless otherwise changed by the Policy Committee, the DUATS Study Director shall be an employee of the Lead Agency. The Study Director may appoint or hire such employees as is necessary to provide such planning and public service as may be within the budget as approved annually by the Policy Committee;

3.6 The State of Illinois, Department of Transportation and the member entities of DUATS shall assist the Lead Agency and the Study Director in securing data and source materials necessary for the effective accomplishment of the transportation planning process;

3.7 The signatories to this agreement shall cooperatively develop and share information related to the development of an Annual Listing of Obligated Projects (Annual Listing) and financial plans that support the LRTP and yearly TIP.

Article 4. Committee Membership

The standing committees of DUATS include the Policy Committee and Technical Committee.

4.1 The Policy Committee shall be representative of general-purpose units of government within the MPA, with an emphasis on those within the Urbanized Area. The Policy Committee at this time shall consist of the following jurisdictions:

- ♦ Macon County;
- ♦ City of Decatur;
- ♦ Village of Forsyth;
- ♦ Village of Mt. Zion; and
- ♦ IDOT District 7.

4.2 The Technical Committee shall consist of several representatives from transportation planning or implementing agencies whose responsibility in whole or in part is within the MPA. Unless changed by the Policy Committee, the Technical Committee shall consist of the person holding the following positions or his/her representative:

- ♦ County Engineer, Macon County Highway Department;
- ♦ Executive Director, Decatur Park District;
- ♦ Programming Engineer, IDOT, District 7;
- ♦ Director of Public Works, Village of Forsyth;
- ♦ Director of Public Works, City of Decatur
- ♦ Director of Public Works, Village of Mt. Zion;
- ♦ Planner, City of Decatur; and
- ♦ Transportation Services Director, City of Decatur/Decatur Public Transit System.

Article 5. Powers and Duties of the Policy Committee

5.1 The Policy Committee shall have the authority to enact by-laws governing or directing the activities and procedures of DUATS and expanding the terms of this Agreement, provided such by-laws do not conflict with the terms of this agreement;

5.2 The DUATS Policy Committee and IDOT shall jointly share the responsibility for developing and maintaining the transportation plans and programs as required by state and federal law. To the extent possible and depending upon state and federal appropriations, IDOT shall make funding available to DUATS for the purpose of carrying out these responsibilities;

5.3 Subject to approval of the Policy Committee, DUATS is empowered to receive grants, loans, gifts, bequests and funding from Federal, State, and local units of government, and from public and private sources. All said funding shall be coordinated annually through the Unified Work Program (UWP);

5.4 The Policy Committee shall endorse and maintain the transportation plan, the Unified Work Program (UWP) the Transportation Improvement Program (TIP) and any amendments to the TIP.

5.5 The Policy Committee shall direct and oversee the planning process to ensure the following is in accordance with applicable Federal laws: involvement of appropriate public and private transportation providers; non-discrimination on the basis of age, race, income, color or national origin; appropriate involvement of minority business enterprises, women owned enterprises, handicapped owned business enterprises; and maintenance adequate plans and provisions for the transportation-handicapped.

5.6 Subject to approval by the Policy Committee, DUATS is empowered to enter into contracts and agreements with units of Federal, State, and local government, private corporations, not-for-profit organizations, partners and individuals for purposes within the authority of DUATS; and

5.7 The Annual Listing should be shared with the Policy & Technical Committees as informational as to what projects had federal obligation in the previous federal fiscal year. The Annual Listing shall include all federally funded projects authorized or revised to increase obligations in the fiscal year being reported and shall specify the type of work, termini of the project, the length of the project, the responsible agency, the amount of Federal funds requested in the TIP, the amount of Federal funds obligated during the report year, and the amount of Federal funds remaining and available for obligation in subsequent years.

5.8 The Policy Committee shall be responsible for other duties assigned by DUATS by-laws.

Article 6. Powers & Duties of the Lead Agency & Study Director

6.1 The Study Director shall supervise and coordinate the activities of DUATS and act as the administrative and financial agent for DUATS;

6.2 The Lead Agency shall be responsible for the administrative and adjunct services of DUATS, including record keeping, correspondence, local funding disbursement and management, document maintenance, general information dissemination to the public, and other supportive services to and directed by the DUATS Committees;

6.3 The Lead Agency shall schedule meetings, prepare agendas, issue notices, prepare minutes and generally ensure that all meetings are conducted in accordance with the Illinois Open Meetings Act;

6.4 The Lead Agency shall provide preliminary assurance, as needed, of matching funds sufficient to capture available State and Federal subsidies available for transportation planning purposes (with actual match to be provided by agencies or entities using said funds); and

6.5 After approval by the Policy Committee, the Lead Agency shall enter contracts, as needed, with IDOT to capture and utilize funding available for transportation planning purposes.

6.6 Other member agencies may provide assistance to the Lead Agency as needed.

Article 7. Equal Opportunity Assurance

The participants of this Agreement hereby certify that as a condition of receiving Federal assistance to conduct transportation-planning activities, the participants will ensure:

- ♦ The intent of Title VI of the 1964 Civil Rights Act (42 U.S.C. 2000d-1) which states, “No person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance,” is met;
- ♦ DUATS will compile, maintain, and submit in a timely manner Title VI information as required by FTA Circular 4702.1A and in compliance with the U.S. Department of Transportation’s Title VI regulation, 49 CFR Part 21.9; and
- ♦ DUATS will make it known to the public that any person or persons alleging discrimination on the basis of age, race, income, color, or national origin, as it relates to the provision of transportation services and transit-related benefits, may file a complaint with the Federal Transit Administration and/or the U.S. Department of Transportation.

Article 8. Severability

If any one or more of the provisions of this Agreement, or subsequent by-laws which may be added to direct or govern the activities of DUATS, or subsequent application thereof are declared unconstitutional or contrary to law by a court of competent jurisdiction, such ruling shall not affect any other provision of this Agreement not specifically included in such rulings or which can be given effect without the unconstitutional or invalid provision or application; and to this end, the provisions of this Agreement are declared severable.

Article 9. Ratification, Amendment and Termination

The Mayors, Village Presidents, Chairmen or Directors of the Cities, Villages, County, and IDOT shall ratify, amend or terminate this Agreement, as appropriate, when so empowered by official action of the appropriate member organization(s).

All amendments to this Agreement shall be made in the same manner as initial ratification.

This Agreement shall become effective upon ratification and shall supersede agreements for cooperative transportation and related planning in the Decatur Metropolitan Planning Area.

This Agreement shall remain in force continuously and shall be automatically renewed on each succeeding June 30th following initial ratification unless a member presents written notice of intention to terminate the Agreement at least three (3) months prior to the annual automatic renewal date. Regardless of the above, this Agreement may be amended at any time upon unanimous mutual consent of the members.

Article 10. Effect on Previous Actions, Policies and Plans

In as much as DUATS has been in existence and has conducted transportation planning for the Decatur Urban Area since 1964 under the Macon County Regional Planning Commission, this Agreement is intended to reestablish the authority of DUATS as a separate entity to continue the transportation and related planning activities for the Decatur Metropolitan Planning Area. In that regard, all plans, policies, procedures, studies, resolutions and other official actions previously adopted or established by and through the DUATS organization in existence prior to this Agreement, and not in conflict with this Agreement, shall continue to remain in effect until further definitive action is taken by DUATS to add to, alter, or nullify all or any part of said previous official actions. Further, any policies, resolutions or official actions or part thereof in conflict with the terms of this Agreement are hereby repealed to the extent of their conflict or inconsistency.

NOW THEREFORE BE IT RESOLVED, that the governmental entities, herein, approved this Agreement on the date specified and hereby agree to abide by all procedures, policies and requirements contained herein and as applicable by Federal and State law, and

BE IT FURTHER RESOLVED, that approval of this Agreement by the State shall become effective immediately and shall supersede all previous agreements in the continuing, cooperative, and comprehensive transportation planning process for the Decatur Metropolitan Planning Area.

CITY OF DECATUR

Approved on the _____ day of _____, 2024

Mayor

City Clerk

COUNTY OF MACON

Approved on the _____ day of _____, 2024

County Board Chair

County Clerk

VILLAGE OF FORSYTH

Approved on the _____ day of _____, 2024

Mayor

Village Clerk

IL. DEPT. OF TRANSPORTATION

Approved on the _____ day of _____, 201____

Region 4 Engineer

VILLAGE OF MT. ZION

Approved on the _____ day of _____, 2024

Mayor

Village Clerk