

Intergovernmental Agreement Among Illinois Department of Transportation, Regional Transportation Authority, Service Boards, and Chicago Metropolitan Agency for Planning

This Intergovernmental Agreement (“Agreement”) is among the Illinois Department of Transportation (“IDOT”), the Chicago Metropolitan Agency for Planning (“CMAP”), the Regional Transportation Authority (“RTA”), the Chicago Transit Authority (“CTA”), the Commuter Rail Division of the Regional Transportation Authority (“Metra”), and Pace, the Suburban Bus Division of the Regional Transportation Authority (“Pace”). IDOT, CMAP, RTA, CTA, Metra, and Pace are sometimes individually referred to as a “Party” and collectively referred to as the “Parties” in this Agreement.

RECITALS

WHEREAS, IDOT is the State of Illinois transportation agency responsible for carrying out Federal-aid transportation planning process pursuant to 23 C.F.R. Part 450, subpart B and is authorized to take such actions on behalf of the State as necessary to comply with Federal law;

WHEREAS, CMAP is the policy organization responsible for carrying out the metropolitan transportation planning process pursuant to 23 C.F.R. Part 450, subpart C and is authorized to take such actions on behalf of the State of Illinois as necessary to comply with Federal law;

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government to contract among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance;

WHEREAS, the RTA is the unit of local government created to oversee finances, secure funding, and conduct transit planning for CTA, Metra, and Pace (collectively, the “Service Boards”);

WHEREAS, the Service Boards are entities that provide public transportation services;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages intergovernmental cooperation;

WHEREAS, on May 27, 2016, the Federal Transit Administration (“FTA”) and the Federal Highway Administration published a final rule on Statewide and Nonmetropolitan Transportation Planning and Metropolitan Transportation Planning based on the Fixing America’s Surface Transportation Act;

WHEREAS, the final rule of May 27, 2016, was codified in 23 C.F.R. Part 450 and established requirements for state departments of transportation (“DOTs”), metropolitan planning organizations (“MPOs”), and public transportation agencies to coordinate and develop a performance-based approach to planning;

WHEREAS, 23 C.F.R. § 450.314(h) provides that MPO(s), state(s), and the providers of public transportation shall jointly agree upon and develop specific written provisions for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO (see 23 C.F.R. § 450.306(d)), and the collection of data for the state asset management plan for the National Highway System;

WHEREAS, the specific written provisions required by 23 C.F.R. § 450.314(h) may be documented either through an existing metropolitan planning agreement or by another means, as determined cooperatively by the Parties, and, by execution of this Agreement, the Parties choose the latter option;

WHEREAS, in order to fulfill each Party's performance-based planning responsibilities, the Parties wish to enter into this Agreement to both document their collective and individual responsibilities and formalize their agreement to implement all applicable performance management rules, measures, targets, tracking, and reporting requirements, and compliance deadlines;

WHEREAS, the specific responsibilities and procedures for carrying out a cooperative process for each fiscal year are delineated by the project and study descriptions in the region's Unified Work Program document per 23 C.F.R. § 450.314(a); and

WHEREAS, the Parties to this Agreement recognize that additional procedures and processes may need to be developed to fulfill each Party's performance-based planning responsibilities, and, as such, the Parties pledge their continued communication, cooperation, and support and agree to amend this Agreement or enter into additional intergovernmental agreements, as necessary, to address those additional procedures and processes.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions contained herein, the Parties understand and agree to the following:

ARTICLE I

AGREEMENT TO COOPERATIVELY DEVELOP AND SHARE INFORMATION RELATED TO TRANSPORTATION PERFORMANCE MANAGEMENT DATA

Section 1.1 Developing and sharing transit safety data

1.1.1 CTA and Pace are subject to the FTA Public Transportation Agency Safety Plan ("PTASP") Final Rule (49 C.F.R. Part 673). Metra is a commuter rail service governed by the Federal Railroad Administration ("FRA") and is therefore exempt from the PTASP Final Rule; however, Metra is subject to the FRA's System Safety Program Final Rule (49 C.F.R. Part 270). Metra agrees to develop and then share its System Safety Program Plan with RTA, CMAP and IDOT to advance each agency's safety goals.

1.1.2 Pursuant to 49 C.F.R. Part 673, CTA and Pace will track and collect relevant data related to the safety performance measures established under the National Public Transportation Safety Plan. The National Public Transportation Safety Plan establishes safety performance measures required of all agencies and safety risk reduction measures required of agencies that serve urbanized areas with a population above 200,000.

1.1.3 Primary responsibility for data collection associated with the transit safety performance measures described herein will reside with CTA and Pace. Data collection will be conducted in accordance with FTA regulations and guidance. CTA and Pace will share this data (including any data that is used to develop targets but not reported to the National Transit Database ("NTD")) with any Party upon written request.

Section 1.2 Developing and sharing transit asset management data

1.2.1 Pursuant to 49 C.F.R. Part 625, subparts A and C, the Service Boards are Tier I transit providers that must each develop and carry out a Transit Asset Management (“TAM”) plan. Each TAM plan must cover a horizon period of at least four (4) years and must be updated at least once every four (4) years, coinciding with the planning cycle for the relevant Transportation Improvement Program (“TIP”) or Statewide Transportation Improvement Program (“STIP”).

1.2.2 Pursuant to 49 C.F.R. Part 625, subpart D, the Service Boards must track and collect performance measure data related to (a) the percentage of revenue vehicles (by type) that meet or exceed the Useful Life Benchmark (“ULB”), (b) the percentage of non-revenue service vehicles (by type) that meet or exceed the ULB, (c) the percentage of track segments with performance restrictions, and (d) the percentage of facilities (by group) that are rated less than 3.0 on the Transit Economic Requirements Model scale. The performance measures will be in accordance with 49 C.F.R. § 625.43.

1.2.3 Each Service Board will make its TAM plan, any supporting records or documents (including any appendices), performance targets, investment strategies, and the condition assessment report available to IDOT and CMAP to aid in the statewide and metropolitan planning processes, including the Metropolitan Transportation Plan (“MTP”) financial plan. The Service Boards agree to make their respective TAM plans and any related or supporting transit asset management data available to the RTA, CMAP, and IDOT upon written request.

ARTICLE II SETTING PERFORMANCE TARGETS

Section 2.1 Setting performance targets for transit safety

2.1.1 CTA and Pace must establish annual targets based on each of the transit safety performance measures identified in subsection 1.1.2. Pursuant to 49 C.F.R. § 673.15, CTA and Pace must make final targets available to IDOT and CMAP to aid in the statewide and metropolitan planning processes.

2.1.2 Pursuant to 49 C.F.R. § 673.11(a)(7)(iii), the safety risk reduction performance targets set by CTA and Pace must be set based on a three-year rolling average of the data submitted to the NTD. Targets must be set for all modes of public transportation. Targets must be based on the level of detail the Service Board is required to report to the NTD.

Section 2.2 Setting performance targets for transit asset management

2.2.1 Pursuant to 49 C.F.R. § 625.45, CTA, Metra, and Pace must establish performance targets for each applicable transit asset management performance measure. Targets must be set based on realistic expectations and the most recent data available and the financial resources from all sources reasonably expected to be available during the TAM plan horizon period. At least once every fiscal year, targets must be set for the following fiscal year.

Section 2.3 Setting performance targets for all transit measures

2.3.1 Pursuant to 23 C.F.R. § 450.306, CMAP must also establish targets for each transit safety performance and asset management measure within 180 days after the date on which each applicable Service Board establishes its performance target. CMAP shall set its targets through official MPO Policy Committee action. CMAP and the Service Boards will coordinate, to the maximum extent practicable, in the selection of these targets to ensure consistency with the performance targets established by the Service Boards. Nonetheless, CMAP reserves the right to set targets that differ from those set by CTA, Metra, and/or Pace.

2.3.2 CMAP will provide notice in accordance with Article V as to whether it will adopt the Service Boards' performance targets or set its own targets. If CMAP determines that it will develop its own targets, it will provide the Service Boards with the supplemental data that CMAP will use to develop its own targets. Such notice shall occur within 180 days after the date on which each applicable Service Board establishes the performance targets. CMAP will also provide the Service Boards with a reasonable opportunity to provide comments on the draft CMAP targets prior to final target adoption.

2.3.3 Coordination among the Parties on draft performance targets may include communication about policies, trends, conditions, or other factors that contribute to the determination of those targets.

ARTICLE III REPORTING PERFORMANCE TARGETS

Section 3.1 Reporting performance targets for transit safety

3.1.1 CTA and Pace will each report their respective transit safety performance targets and their respective performance to the FTA, as required. When either CTA or Pace approves its annual performance targets included in its PTASP or subsequent updates thereto in accordance with 49 C.F.R. § 673.11(a)(1), that Service Board will notify IDOT and CMAP thereof within thirty (30) days thereafter.

Section 3.2 Reporting performance targets for transit asset management

3.2.1 Pursuant to 49 C.F.R. § 625.55(a), each Service Board must submit an annual data report to the NTD that reflects the transit asset management performance targets for the next fiscal year as well as transit system condition information. When a Service Board approves its annual performance targets in accordance with 49 C.F.R. § 625.45(c), that Service Board will notify IDOT and CMAP thereof within thirty (30) days thereafter. Each Service Board must also submit an annual narrative report to the NTD that describes any change in condition since the previous year and describes progress made during the year to meet the performance targets set in the previous reporting year. The Service Boards agree to share the annual narrative report with CMAP upon written request.

Section 3.3 Reporting performance targets for all transit measures

3.3.1 CMAP will report its final transit safety and asset management performance targets to IDOT, RTA, and the Service Boards. For each measure, CMAP will provide its targets no later than 180 days after the date all applicable operating agencies establish performance targets, or the date specified by federal code. These targets will be approved by formal action of the MPO Policy Committee and will guide CMAP's efforts to plan and program regional transportation projects.

ARTICLE IV
REPORTING PROGRESS TOWARD ATTAINMENT OF CRITICAL OUTCOMES FOR THE MPO REGION

4.1.1 The Parties will work collaboratively to report on the efficacy of the performance targets within the IDOT's STIP and Long-Range Transportation Plan as well as CMAP's TIP and MTP.

4.1.2 CMAP will also provide a report on performance (with subsequent updates) with each MTP that will include an evaluation of the condition and performance of the transportation system and the progress achieved by CMAP in meeting the performance targets.

4.1.3 CMAP will include, in its TIP, an analysis of the TIP's anticipated effect toward achieving the transit performance targets identified in the MTP, linking investment priorities to those performance targets. CMAP will coordinate with the applicable operating agencies to ensure that the MTP and/or TIP language is accurate. The Service Boards will provide CMAP with the data necessary to formulate and implement the TIP.

4.1.4 CMAP conducts air quality conformity analyses that can produce strategies that may be reflected in the MTP and the TIP. As part of this process, 40 C.F.R. § 93.122 requires CMAP to maintain a network-based travel demand model to inform its regional emissions analysis. The Service Boards will provide CMAP with any transit data necessary to update the travel demand model, including stop-level ridership data and General Transit Feed Specification schedule data.

4.1.5 IDOT and CMAP will report on the targets and performance of those targets as consistent with the requirements established by the FTA on Public Transportation Agency Safety Plans (49 C.F.R. Part 673), the FRA on System Safety Program requirements (49 C.F.R. Part 270), and Transit Asset Management (49 C.F.R. Part 625).

ARTICLE V
MISCELLANEOUS

5.1.1 Any notice required by this Agreement shall be in writing and shall be deemed properly given to the Party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, with proper postage prepaid, to the Party's address. The notice must be addressed as follows or to such other address as a Party may specify in writing:

If to IDOT:

Illinois Department of Transportation
Office of Planning and Programming 2300 S. Dirksen Parkway
Springfield, Illinois 62764
Attention: Bureau Chief of Planning

If to CMAP:

Chicago Metropolitan Agency for Planning
433 West Van Buren Street, Suite 450
Chicago, Illinois 60607
Attention: Deputy, Regional Policy and Implementation

If to RTA:
Regional Transportation Authority
175 W. Jackson Blvd, Suite 1550
Chicago, IL 60604
Attention: Executive Director

If to Metra:
Metra
547 W. Jackson Blvd.
Chicago, IL 60661
Attention: Senior Division Director of Strategic Planning and Capital Programming

If to CTA:
Chicago Transit Authority
567 W. Lake Street
Chicago, IL 60661
Attention: Senior Manager, Transit Asset Management

If to Pace:
Pace, the Suburban Bus Division of the Regional Transportation Authority
550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Executive Director

5.1.2 This Agreement, including the introductory recitals, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between the Parties and supersedes any prior written or oral understandings, agreements, or representations between the Parties that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

5.1.3 If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

5.1.4 No Party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement without the prior written consent of the other Parties.

5.1.5 No changes, amendments, or modifications to this Agreement will be valid unless they are in writing and signed by the duly authorized signatory of each Party.

5.1.6 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and the Parties shall submit to the exclusive jurisdiction and venue of the state courts of Cook County, Illinois for any dispute arising out of or related to this Agreement.

5.1.7 This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

5.1.8 This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

5.1.9 The signatories to this Agreement represent and warrant that they have full authority to sign this Agreement on behalf of the Party for whom they sign.

5.1.10 This Agreement is effective beginning on the date that the last of the Parties signs this Agreement ("Effective Date"). If a Party signs this Agreement but fails to date its signature, the date that the last of the other Parties receives the signing Party's signature on this Agreement will be deemed to be the date that the signing Party signed this Agreement.

5.1.11 This Agreement will remain in effect for five years from the Effective Date ("Term"). The Parties will collectively have the option to extend this Agreement for one five-year period ("Option Period"). The Option Period will commence upon the expiration of the Term and will end five years thereafter. All Parties must mutually agree in writing to elect to exercise the option prior to the first day of the Option Period.

5.1.12 Notwithstanding anything to the contrary in this Agreement, a Party may terminate this Agreement at any time by providing written notice to the other Parties in accordance with subsection 5.1.1.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

The Parties have caused this Agreement to be executed by their respective duly authorized signatory on the dates stated below.

IDOT

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

CMAP

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

RTA

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

CTA

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

METRA

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____

PACE

By: _____
Signature

Print Name: _____

Print Title: _____

Date: _____