

Intergovernmental Agreement Between
Illinois Department of Transportation,
----- Metropolitan Planning Organization and -----Transit Provider

This Intergovernmental Agreement (the "Agreement") is entered into this ___ day of _____, 2018 (the "Effective Date"), by and between Illinois Department of Transportation ("IDOT"), _____Metropolitan Planning Organization, and ___(Transit Provider)_(collectively, referred to as the "Parties" and individually, referred to as a "Party").

RECITALS

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

WHEREAS, _____ Metropolitan Planning Organization ("MPO") is the policy organization responsible for carrying out the metropolitan transportation planning process pursuant to 23 CFR 450 Subpart C and is authorized to take such actions on behalf of the State as necessary to comply with Federal law for the transportation planning process;

WHEREAS, the Transit Provider is the entity that provides, either by contract or agreement, public transportation services for Federal or State cooperating agencies, including to the State of Illinois;

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of 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 Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides additional powers to units of government that work together;

WHEREAS, on May 27, 2016, the Federal Transit Administration 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 ("FAST Act");

WHEREAS, the final rule of May 27, 2016 was codified in 23 CFR 450 and established new requirements for State Departments of Transportation ("DOTs"), MPOs and Transit Providers to coordinate and develop a performance-based approach to planning;

WHEREAS, 23 CFR 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 §450.306(d)), and the collection of data for the State asset management plan for the National Highway System ("NHS");

WHEREAS, in order to fulfill each Party's responsibilities, the Parties wish to enter into this Intergovernmental Agreement to document the responsibilities of each Party and agree to implement all applicable performance management rules, measures, targets, tracking and reporting requirements, and compliance deadlines;

WHEREAS, the Parties recognize that additional procedures and processes may need to be developed to fulfill each Party's responsibilities. Therefore, the Parties agree to pledge their continued communication, cooperation, and support and agree to amend this IGA, or enter into additional IGAs, as necessary to address new issues as they arise; and

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

ARTICLE I
RIGHTS AND OBLIGATIONS OF THE PARTIES: COOPERATIVELY DEVELOPING AND SHARING INFORMATION RELATED TO TRANSPORTATION PERFORMANCE MANAGEMENT DATA – SAFETY DATA

1.01 Pursuant to 23 CFR 490, subparts A and B, IDOT will track and collect data relating to (a) the number of fatalities, (b) the number of serious injuries, (c) the rate of fatalities per 100 million vehicles miles traveled, (d) the rate of serious injuries per 100 million vehicle miles traveled, and (f) number of non-motorized fatalities and non-motorized serious injuries.

1.02 Pursuant to 23 CRF 490, subparts A and B, IDOT will share the safety data as referenced in paragraph 1.01 with the ___ MPO on or before July 1 (18 months after end of subject calendar year) by way of the IDOT safety data portal at: http://www.idot.illinois.gov/assets/uploads/files/transportation-system/manuals-guides-&-handbooks/safety/idot_safety_portal_getting_started_overview_guide.pdf. As a public resource, the ___ MPO will have ongoing access to the <https://webapps.dot.illinois.gov/SafetyPortal/>.

1.03 IDOT shall also provide a statewide summary and a summary of the data set referenced in paragraph 1.01 to the ___ MPO as particularized for the subject Metropolitan Planning Area (MPA) on or before July 1 (18 months after end of subject calendar year).

1.04 IDOT will also provide to the ___ MPO the tabular data that was used for calculations related to segments in the Cities and Counties that are included in the MPA boundary on or before July 1 (18 months after end of subject calendar year).

1.05 Pursuant to 23 CFR 490.209, performance targets must be established.

1.06 IDOT will provide, to ___ MPO, its targets two weeks prior to the State target setting deadline, outlined in Paragraph 1.08, for initial input.

1.07 IDOT will set targets annually on August 31 in its Highway Safety Improvement Program Annual Report.

1.08 - ___ MPO will indicate whether it accepts IDOT's targets or set its own targets annually 180 days after August 31 by official action of the Policy Committee of the MPO, unless authority has been delegated to a lesser committee.

1.09 The relevant county engineers may sponsor MPO access to the data on IDOT's safety portal subsequent to approval of such access by IDOT's Office of Chief Counsel.

1.10 If the ___ MPO determines that it will develop its own targets, it will provide IDOT with those targets and the supplemental data that it will use to develop its own targets. This supplemental data will be provided when target is communicated to IDOT.

ARTICLE II
RIGHTS AND OBLIGATIONS OF THE PARTIES: COOPERATIVELY DEVELOPING AND SHARING INFORMATION RELATED TO TRANSPORTATION PERFORMANCE MANAGEMENT DATA – PAVEMENT AND BRIDGES

2.01 Pursuant to 23 CFR Part 490, subparts A, C, and D, IDOT will track and collect data related to (a) the percentage of Interstate pavement in good condition, (b) the percentage of Interstate pavement in poor condition, (c) the percentage of non-Interstate National Highway System (NHS) pavement in good condition, (d) the percentage of non-interstate NHS pavement in poor condition, (e) the percentage of NHS bridge deck (sq. ft.) in good condition, and (f) the percentage of NHS bridge deck (sq. ft.) in poor condition. The pavement measures and the calculation of the performance management measures will be in accordance with 23 CFR Parts 490.307 and 490.313.

2.02 Pursuant to 23 CFR Part 490, subparts A, C, and D, IDOT will share the Interstate pavement and bridges data referenced in paragraph 2.01 with the ___ MPO on or before May 1st of each year through <http://www.idot.illinois.gov/transportation-system/Network-Overview/highway-system/index>, the GIS download site. The data will include a shapefile depicting the physical location and condition of Interstate, NHS roadways and NHS bridges.

2.03 Pursuant to 23 CFR 490.105, performance targets must be established.

2.04 If the ___ MPO determines that it will develop its own targets, it will provide IDOT with the supplemental data that it will use.

2.05 IDOT will provide, to ___ MPO, its targets two weeks prior to the State target setting deadline, outlined in Paragraph 2.06, for initial input.

2.06 IDOT will set targets for two years (initial year is 2020 and every two years after) and four years (initial year is 2024 and every two years after) by May 20, 2018.

2.07 The ___ MPO will either indicate if they accept IDOT's target or set its own target 180 days after IDOT sets their targets by official Policy Committee action, unless the Policy Committee has delegated authority to a lesser committee.

ARTICLE III
RIGHTS AND OBLIGATIONS OF THE PARTIES: COOPERATIVELY DEVELOPING AND SHARING INFORMATION RELATED TO TRANSPORTATION PERFORMANCE MANAGEMENT DATA – SYSTEM PERFORMANCE

3.01 Pursuant to 23 CFR Part 490, subparts A, E, F, G, and H, ___ MPO will obtain data related to (a) the percentage of person-miles traveled on the Interstate that are reliable, (b) the

percentage of person-miles traveled on the non-Interstate NHS that are reliable, (c) Truck Travel Time Reliability Index, (d) annual hours of peak hour excessive delay per capita, (e) the percentage of non-single occupancy vehicle travel, and (f) the total emission reductions. Data related to (d), (e) and (f) of this section applies only to non-attainment areas. Data is being used to allow the MPO to conduct analyses to support transportation investments.

3.02 Pursuant to 23 CFR 490.105, performance targets must be established.

3.03 IDOT will provide regular access to a technological tool that will provide ____ MPO the ability to obtain and analyze data as set forth in Section 3.01(a) – (c) and the ability to confirm IDOT's target or set its own target.

3.04 If the ____ MPO determines that it will develop its own targets, it will provide IDOT with the supplemental data that it will use.

3.05 IDOT will provide, to ____ MPO, its targets two weeks prior to the State target setting deadline, outlined in paragraph 3.06, for initial input.

3.06 IDOT will set targets for two years (initial year is 2020 and every two years after) and four years (initial year is 2024 and every two years after) by May 20, 2018.

3.07 The ____ MPO will either indicate if it accepts IDOT's target or set its own target 180 days after IDOT sets their targets by official Policy Committee action, unless the Policy Committee has delegated authority to a lesser committee.

ARTICLE IV TRANSIT ASSET MANAGEMENT

4.01 Pursuant to 49 CFR Part 625, subpart C, and D, IDOT will act as a Tier 2 Group Plan Sponsor and track and collect performance measure data through its capital needs assessment process related to (a) the percentage of revenue vehicles (by type) that exceed the Useful Life Benchmark (ULB), (b) the percentage of non-revenue service vehicles (by type) that exceed the ULB, and (c) the percentage of facilities (by group) that are rated less than 3.0 on the Transit Economic Requirements Model (TERM) scale. The performance measures will be in accordance with 49 CFR Part 625.43.

4.02 Pursuant to 49 CFR Part 625, subpart C, IDOT will collect the data annually, approximately in the month of April. IDOT will share the transit data referenced in paragraph 4.01 with the ____ Transit Provider approximately two months after collection via e-mail to the Transit Provider.

4.03 _____ Upon request by the MPO, the Transit Provider will share its transit data with the MPO throughout the year, including data provided under paragraph 4.02, so that the MPO may conduct performance based planning and programming within the metropolitan planning area.

4.04 Pursuant to 49 CFR 625.45, Tier 2 Group Plan performance targets must be established.

4.05 IDOT will set Tier 2 Group Plan performance targets and report on asset conditions annually by October 31 of each year in the National Transit Database.

4.06 IDOT will provide, to ____ the Transit Provider, its Tier 2 Group Plan performance targets annually by October 31 of each year for initial input. Upon request by the MPO, the Transit Provider will share the Tier 2 Group Plan performance targets.

4.07 The ____ MPO will provide notice in accordance with Article X as to whether it will adopt the Tier 2 Group Plan performance targets or set its own targets. Such notice shall occur within 180 days after October 31. The ____ MPO shall set its targets by official MPO Policy Committee action, unless the Policy Committee has delegated authority to a lesser committee.

4.08 If the ____ MPO determines that it will develop its own targets, it will provide IDOT and the transit provider(s) with the supplemental data that it will use to develop its own targets.

ARTICLE V PERFORMANCE TARGET SETTING

5.01 After receipt of the draft statewide performance targets from IDOT, the ____ MPO will have two (2) weeks to review the draft statewide performance targets and will provide comments on statewide targets.

5.02 The ____ MPO will collaborate with IDOT for purposes of agreeing upon the draft statewide performance targets and will either adopt IDOT's targets or set its own targets within 180 days subsequent to IDOT's issuance of the draft statewide performance targets.

ARTICLE VI REPORTING OF PERFORMANCE TARGETS

6.01 IDOT will report final statewide targets for Transit Asset Management on October 1 of each year in the National Transit Database.

6.02 IDOT will report final statewide targets for transportation systems performance data related to safety by August 31 of each year in the Highway Safety Improvement Program ("HSIP") Annual Report.

6.03 IDOT will report final statewide targets for transportation performance management data related to pavement and bridges by October 1 every two years in the State Performance Report, 23 CFR 450.216(f).

6.04 IDOT will report final statewide targets for transportation performance management data related to system performance by October 1 every two years in the State Performance Report, 23 CFR 450.216(f).

6.05 Should ____ MPO set a quantifiable target for the ____ MPO planning area, ____ MPO will provide to IDOT any supplemental data used in determining said target.

6.06 ____ MPO will also provide documentation related either to its own target or to its support of the statewide target. Such documentation shall be provided in the form of a resolution or meeting minutes and must have been approved by the ____ MPO Policy Committee unless

delegation of authority to accept or set different targets to a lower committee or staff is documented.

6.07 IDOT will submit statewide targets and the ___MPO targets to the FHWA portal at: <https://www.fhwa.dot.gov/tpm/>.

ARTICLE VII REPORTING PERFORMANCE TARGETS USED IN TRACKING PROGRESS TOWARD ATTAINMENT OF CRITICAL OUTCOMES FOR THE MPO REGION

7.01 The Parties will work collaboratively to report on the efficacy of the performance targets within the State's Statewide Transportation Improvement Program (STIP) and Long-Range Transportation Plan (LRTP) as well as _____ MPO's Transportation Improvement Program (TIP) and Metropolitan Transportation Plan (MTP).

7.02 IDOT will develop, with input from _____ MPO a system performance report (with subsequent updates) evaluating the condition and functioning of the transportation system, including the progress achieved by the MPO in meeting the performance targets adopted after May 27, 2018, pursuant to 23 CFR 450.216(f).

7.03 The ___ MPO will also provide a report on performance (with subsequent updates) that will include an evaluation of the condition and performance of the transportation system and the progress achieved by the _____MPO in meeting the performance targets.

7.04 The ___ MPO will provide, in its metropolitan transportation plan, a comparison to baseline data of any previous metropolitan transportation plan. If ___MPO developed multiple scenarios, it will provide a discussion on whether the preferred scenario improved the conditions and performance of the transportation system and how changes in local policies and investments may have impacted the costs necessary to achieve the identified performance targets in any metropolitan transportation plan, amended or adopted after May 27, 2018, (23 CFR 450.324 (g)(4)).

7.05 The ___ MPO will include, in its transportation improvement program, an analysis of the anticipated effect of the TIP toward achieving the performance targets identified in the metropolitan transportation plan, linking investment priorities to those performance targets for any TIP amended or adopted after May 27, 2018, (23 CFR 450.326(d)).

7.06 IDOT and ___MPO will report on the targets and performance of those targets as consistent with the requirements established by the FHWA and FTA on National Performance Management Measures (23 CFR 490) and Transit Asset Management (49 CFR 625; 49 CFR 673).

ARTICLE VIII ENFORCEABILITY, ASSIGNMENT, AND THIRD-PARTY RIGHTS

8.01 The covenants and agreements contained herein shall be binding upon and inure to the sole benefit of the Parties and their successors and assigns. 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 approved in writing by all Parties. Nothing herein, express or implied is intended to or shall confer upon any other person,

entity, company, or organization, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

**ARTICLE IX
ENTIRE AGREEMENT**

9.01 This Agreement represents the entire agreement and understandings of the Parties. 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 X
NOTICES**

10.01 Any notice required by this Agreement 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, to the Party's address. The address of each Party is below, and any Party may change its address for receiving notices pursuant to this Agreement by providing notice in accordance with this Section ---.

**ILLINOIS DEPARTMENT
OF TRANSPORTATION**
Bureau Chief, Planning
Office of Planning and Programming
2300 S. Dirksen Parkway
Springfield, Illinois 62764

_____ **MPO**

TRANSIT PROVIDER NAME

**ARTICLE XI
GOVERNING LAW**

11.01 This Agreement will be governed by State and Federal laws, regulations, and policies. Pursuant to the Anti-Deficiency Act, 31 U.S.C. Section 1341(a)(1) (1994), nothing in this Agreement shall be construed as binding on 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.

**ARTICLE XII
WAIVER**

12.01 Neither the failure of any Party to exercise any power given to it hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of any Party's right to demand exact compliance with the terms hereof.

**ARTICLE XIII
MODIFICATIONS**

13.01 No modification to this Agreement shall be effective until approved by the Parties in writing.

**ARTICLE XIV
COUNTERPARTS**

14.01 This Agreement may be signed in multiple counterparts, each of which shall be treated as an original but which, when taken together, shall constitute one and the same instrument.

**ARTICLE XV
TERM**

15.01 This Agreement is effective on the Effective Date until as long as is necessary to comply with Federal Law.

IN WITNESS THEREOF, the Parties have passed and approved this Agreement on the day and date appearing before their respective signatures.

Dated: _____ Dated: _____

MPO

**ILLINOIS DEPARTMENT OF
TRANSPORTATION**

By: _____

By: _____

Director
Office of Planning and Programming

Attest: _____

Attest: _____

Name:
Title:

Name:
Title:

Dated: _____

Dated: _____

TRANSIT PROVIDER

By: _____

Attest: _____

Name:
Title: