

COOPERATIVE TRANSPORTATION PLANNING AGREEMENT

Between the Stateline Mass Transit District,
the Stateline Area Transportation Study,
the Rockford Area Transportation Study, and
the Illinois Department of Transportation

This agreement is made between the Stateline Mass Transit District (SMTD), the Stateline Area Transportation Study (SLATS), the Rockford Area Transportation Study (RATS), and the Illinois Department of Transportation (IDOT) for the purpose of carrying out the Cooperative, Comprehensive, and Continuous (3-C) planning process throughout the area served by the SMTD including the Villages of South Beloit and Roscoe, the City of South Beloit, the Township of Rockton and such other areas that the SMTD may add in the future, with such areas being within the SLATS and RATS Metropolitan Planning Areas (MPAs).

WITNESS THAT

Whereas, SLATS and RATS have been designated by the Governor of Illinois, acting through IDOT, as the Metropolitan Planning Organizations (MPOs) for the Beloit and Rockford MPAs, and

Whereas, the SMTD service area encompasses portions of the SLATS and RATS urbanized areas as designated by the US Census Bureau along with the surrounding areas forecasted by SLATS and RATS to become contiguously urbanized in the next 20 years, and

Whereas, the SMTD is an independently chartered public transit agency under the laws of the State of Illinois established for the purpose of providing public mass transit services in portions of the SLATS and RATS MPAs and acting on behalf of the SMTD Board of Directors, and

Whereas, it is the responsibility of SLATS and RATS to direct, coordinate and administer the 3-C planning process in their respective MPAs under the Safe, Accountable, Flexible Transportation Equity Act – A Legacy for Users (SAFETEA-LU) 23 U.S.C. and 49 U.S.C. and

Whereas, the Metropolitan Planning Rules and Regulations state that: “There shall be an agreement between the MPO and operators of publicly owned transit services which specifies cooperative procedures for carrying out transportation planning (including corridor and sub-area studies) and programming as required by this subpart.”, and

Whereas, the federal regulations further require that: “The MPO in cooperation with the State and with the operators of publicly owned transit services shall be responsible for carrying out the metropolitan transportation planning process. The MPO, the State and the transit operator(s) shall determine their mutual responsibilities in the conduct of the planning process, including corridor refinement studies...” and further, “They shall

cooperatively develop the unified work program, transportation plan and the transportation improvement program...”, and

Whereas, the objectives of the COOPERATIVE AGREEMENT are to: 1) formalize the current cooperative efforts between the SMTD, SLATS, RATS, and IDOT for the production and execution of the Unified Work Program (UWP), the Transportation Improvement Plan (TIP), the Long-Range Plan (LRP), and the on-going transportation planning process in general, as well as 2) comply with the requirements of SAFTEA-LU, the Clean Air Act as amended, inclusive of all legally enacted successors of these and other applicable laws, rules and regulations.

NOW THEREFORE BE IT RESOLVED

That the SMTD, SLATS, RATS and IDOT do mutually agree to the following roles and responsibilities with respect to overall transportation planning and the coordination of public transportation planning, programming and service provision throughout the area, that:

SLATS AND RATS ROLES AND RESPONSIBILITIES

- A. It is in the public interest that SLATS and RATS continue the transportation planning process within their respective MPAs in cooperation with IDOT, the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and other Federal and State agencies as appropriate in accordance with Federal rules and regulations.
- B. SLATS and RATS will prepare and keep current their UWPs that specify the planning activities, responsibilities, goals, and objectives of all agencies in the respective MPAs including planning activities of the parties to this agreement in accordance with Federal rules and regulations, with such UWPs being redone annually by the MPOs.
- C. SLATS and RATS will prepare and keep current their respective TIPs that list all major transportation projects to be funded and implemented in the MPAs during the next four years in accordance with Federal rules and regulations. With input and cooperation from the SMTD, the TIPs will include a full list of proposed public transit improvements, including operating and capital projects, with such TIPs being redone annually by the MPOs.
- D. SLATS and RATS will prepare and keep current their respective LRPs that list all major planned and financially feasible projects for the next 20 years at a minimum in accordance with Federal rules and regulations. The LRPs will be balanced inter-modal plans that will incorporate long-range and short-range goals, objectives, strategies and actions of the SMTD, with such LRPs being redone, updated, or reaffirmed every five years as appropriate.
- E. SLATS and RATS will prepare and keep current their respective Public Involvement Plans (PIPs), Public Participation Plan (PPP) in the case of RATS, that detail the methods and procedures by which the MPOs involve the public in the planning process.

- F. SLATS and RATS will comply with all federal rules and regulations including the Triennial or other Federal Certifications of the planning process and will act upon requests from FHWA and FTA in this regard. As needed SLATS and RATS will participate in similar Federal certifications and reviews of the SMTD and will assist the SMTD in complying with recommendations and requirements resulting from the evaluations.
- G. SLATS and RATS will assist the SMTD, as needed and as time permits, in doing other planning and programming work as required by SAFTEA-LU, the Americans with Disabilities Act, and other Federal and State rules and regulations and duly constituted amendments resulting from those activities.
- H. SLATS and RATS will take into account and address as appropriate the Federal planning factors in developing their studies, plans, programs, and documents.
- I. SLATS and RATS will assist, as time and resources permit, other agencies and units of government in their planning processes.
- J. SLATS and RATS will assist the SMTD and local governments on refining and implementing the priorities identified in the UWPs, TIPs and LRP.
- K. SLATS and RATS as appropriate will prepare technical publications and public use documents that communicate significant findings and recommendations derived from the planning process.
- L. SLATS and RATS will periodically report to the units of government significant findings and recommendations derived from the planning process.
- M. SLATS and RATS will provide a voice to the SMTD on their respective Technical Committees.
- N. SLATS and RATS will periodically assist the SMTD by conducting Title 6 (Nondiscrimination) Assessments in accordance with federal sidelines.
- O. SLATS and RATS, their Technical Committees and Policy Committees, in that order, will assist the SMTD in determining and assigning priority to planning activities, improvement projects, and the overall roles, goals and objectives of the SMTD. SLATS and RATS staffs will facilitate the SMTD concerning disputes over their priorities, funding issues, and the future roles, goals, and objectives.

SMTD ROLES AND RESPONSIBILITIES

The SMTD will cooperatively participate in the SLATS and RATS planning processes in the following ways:

- A. The SMTD will participate on a regular basis in the SLATS and RATS activities and Technical Committee and Policy Committee meetings as appropriate. A representative of the SMTD will be a voting member of the SLATS Technical Committee and a non-voting member of the RATS Technical Committee and will assist in the transportation planning process and in keeping the Technical Committees and Policy Committees informed on the status of SMTD operations and plans in the portion of the MPA where it operates.
- B. The SMTD will annually and as appropriate provide SLATS and RATS with budgetary planning information as required and necessary for incorporation into the UWPs.

- C. The SMTD will annually and as appropriate provide SLATS and RATS with capital and operating budget information including ridership, funding, and related forecasts for the next four years as required and necessary for incorporation into the UWPs, and TIPs.
- D. At the request of either SLATS or RATS, the SMTD will meet for the purpose of discussing and identifying transportation planning priorities, transportation funding priorities, and the long-range roles, goals, and objectives of the parties.
- E. The SMTD will provide SLATS and RATS with information as required and as needed for the purpose of meeting the federal requirements related to the Title VI Assessment.
- F. The SMTD will participate in and provide information to SLATS and RATS in the preparation and maintenance of the LRPs in compliance with Federal rules and regulations.
- G. The SMTD will take into account and give serious consideration to the decisions and recommendations of the SLATS and RATS Technical Committees and Policy Committees.
- H. The SMTD will develop operating plans for the provision of public transit service in the areas it provides service to in the MPAs to coordinate with similar services so as not to duplicate efforts and to provide the maximum service for the funding spent.

COOPERATIVE PROCEEDURES

The SMTD, SLATS, RATS, and IDOT do hereby mutually agree they will carry out the mutually agreed upon practices, procedures, and responsibilities for carrying out the transportation planning process in the MPAs as specified in this Cooperative Agreement including corridor and/or sub-area studies.


TERMINATION


This Cooperative Agreement shall remain in force on a continuing basis, provided termination is not otherwise desired by any of the parties hereto.

If termination by any of the parties is contemplated, the party or parties will notify the other party or parties by registered mail of the impending termination and the reason(s) for the termination. However, termination will not become effective for at least sixty days subsequent to the date of written termination, in order to allow all parties to conduct negotiations regarding the abandonment or continuation of this Cooperative Agreement.


IN WITNESS WHEREOF

The parties hereto are duly authorized by their respective bodies to execute this Agreement and by their respective signatures do execute this Agreement on behalf of their respective agencies.

, Chairman, 6/4/08
Stateline Mass Transit District Title Date

, Chair, 4/25/08
Stateline Area Transportation Study Title Date

, Chairman, 5-2-08
Rockford Area Transportation Study Title Date

, Bureau Chief UPP, 5-12-08
Illinois Department of Transportation Title Date

4/15/08 SLATS