

**Chicago Metropolitan Agency for Planning**

**Illinois Environmental Protection Agency**

**Intergovernmental Agreement for Coordination of Air  
Quality Related Transportation Planning**

This Agreement is made and entered into this 12<sup>TH</sup> day of MARCH, 2009, between the Chicago Metropolitan Agency for Planning (CMAP) and the Illinois Environmental Protection Agency (Illinois EPA) pursuant to the Intergovernmental Cooperation Act (5 ILCS § 220).

WHEREAS, CMAP is a regional planning agency and unit of government whose purpose is to effectively address the development and transportation challenges in the northeastern Illinois planning area (Area) comprised of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will counties and Aux Sable Township in Grundy County, and to integrate plans for land use and transportation;

WHEREAS, CMAP consists of one staff and one committee structure with the committee structure including two policy bodies, the CMAP Board and the Metropolitan Planning Organization (MPO) Policy Committee;

WHEREAS, the CMAP Board is responsible for developing and adopting a funding and implementation strategy for an integrated land use and transportation planning process for the Area and is responsible for the development of an integrated comprehensive regional plan, which includes a long-range regional transportation plan (RTP);

WHEREAS, the MPO Policy Committee is designated by the Governor and northeastern Illinois officials as being responsible, together with the Illinois Department of Transportation (IDOT), for carrying out the provisions of 23 U.S.C. § 134 and 49 U.S.C. § 5303 for the Area;

WHEREAS, the MPO Policy Committee and the CMAP Board adopted a Memorandum of Understanding (attached as Exhibit A) with regard to transportation planning and programming for the Area that covers the working relationship between the two bodies, whose responsibilities are defined in the Regional Planning Act (70 ILCS § 1707) and federal legislation;

WHEREAS, the MPO Policy Committee is the decision-making body for all RTPs and transportation improvement programs (TIPs) for the Area;

WHEREAS, Section 134(i)(3) and Section 5303(i)(3) require an MPO in an ozone nonattainment area to coordinate the development of a transportation plan with the process for development of the transportation control measures of the State implementation plan (SIP) required by the Clean Air Act (CAA);

WHEREAS, the MPO Policy Committee is responsible under 23 U.S.C. § 134 and 49 U.S.C. § 5303 for maintaining a continuous, cooperative and comprehensive transportation process which includes developing and implementing a RTP, TIP, and specific TIP projects which conform to the SIP as required by Section 7506(c) of the CAA;

WHEREAS, the MPO Policy Committee is required to coordinate, cooperate and consult with the Illinois EPA concerning its development of the RTP, TIP, and specific TIP projects to ensure demonstration of transportation conformity and ensure against violations of or delay in timely attainment of the national ambient air quality standards (NAAQS);

WHEREAS, the Area is classified as nonattainment for the NAAQS for ozone and fine particulate matter;

WHEREAS, the Illinois EPA is the designated air quality planning agency for the Area, designated by Section 4 of the Illinois Environmental Protection Act (415 ILCS § 5/4), and is charged with developing and obtaining approval of a SIP and associated motor vehicle emissions budgets (MVEBs) pursuant to Section 7410 of the CAA (42 U.S.C. § 7410) which are adequate for the purpose of demonstrating transportation conformity in accordance with Section 7506(c) of the CAA (42 U.S.C. § 7506(c)); and

WHEREAS, the Illinois EPA desires to coordinate, cooperate, and consult with the MPO Policy Committee of CMAP concerning the development of its RTP, TIP, and specific TIP projects for purposes of assisting the MPO Policy Committee in its understanding of the transportation related requirements of the SIP and associated MVEBs.

NOW THEREFORE, for and in consideration of the mutual benefits to be derived from carrying out the responsibilities hereinafter contained, the parties hereto agree as follows:

1. **Objective.** The objective of the parties is to foster continuing consultation and cooperation in order to facilitate the MPO Policy Committee's comprehensive development of a RTP and TIP for the Area, and to ensure compliance with the SIP.
2. **Purpose.** The purpose of this Agreement is to set forth the responsibilities and expectations of the parties in order to accomplish the objectives of this Agreement as outlined in Section 1 hereto.
3. **Powers and Rights Of Parties.** CMAP has those enumerated powers and rights as set forth in its enabling statute, the Regional Planning Act (70 ILCS § 1707). The Illinois EPA has those enumerated powers and rights as set forth in its enabling statute, the Illinois Environmental Protection Act (415 ILCS § 5).

4. Responsibilities Of Parties.

- a. **CMAP Responsibilities.** The MPO Policy Committee of CMAP is responsible for the development and implementation of a RTP which meets the requirements of 23 U.S.C. § 134(i) and 49 U.S.C. § 5303(i). Further, the MPO Policy Committee of CMAP is responsible for the development and implementation of a TIP and specific TIP projects which meet the requirements of 23 U.S.C. § 134(j) and 49 U.S.C. § 5303(j). In addition, the MPO Policy Committee of CMAP is responsible for developing a RTP, TIP, and specific TIP projects which demonstrate conformity to the SIP as required by Section 7406(c) of the CAA. The MPO Policy Committee of CMAP is required to consult and coordinate with the Illinois EPA in its development of the RTP and TIP.
  - b. **Illinois EPA Responsibilities.** The Illinois EPA is responsible for the development and approval of a SIP, including associated MVEBs which are adequate for conformity purposes, pursuant to Section 7410 of the CAA. Further, the Illinois EPA is responsible for consulting, coordinating, and assisting the MPO Policy Committee of CMAP in its review of the SIP and associated MVEBs.
5. **Term And Renewal Of Agreement.** This Agreement shall become effective on the date set forth at the end hereof. This Agreement shall terminate 30 days after written notice by either party.
  6. **Applicable Law.** The terms of this Agreement shall be construed in accordance with and are subject to the laws and rules of the State of Illinois.
  7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of the Agreement. Modifications and amendments must be in writing and signed by authorized representatives of the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
  8. **Modification And Amendments To Agreement.** This Agreement may be modified or amended in writing from time to time by mutual consent of the parties. All modifications or amendments must be in writing and fully executed by the parties.
  9. **Dispute Resolution.** The parties shall view conflicts or disputes relating to the terms and/or implementation of this Agreement as an opportunity for discussion and improvement. In the event of a conflict or dispute relating to the terms and/or implementation of this Agreement, the parties agree to make reasonable efforts to resolve such conflict or dispute through informal negotiations before resorting to formal enforcement measures.

10. Notices. Any and all notices or communication required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently made if given by U.S. Mail, facsimile or e-mail which shall be addressed to each party as set forth below. Each such notice shall be deemed to have been provided at the time it is actually received. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party.

Randall Blankenhorn  
Chicago Metropolitan Agency for Planning  
233 South Wacker Drive  
Suite 800  
Chicago, Illinois 60606

Laurel Kroack  
Illinois EPA  
Bureau of Air  
1021 N. Grand Avenue East  
PO Box 19276  
Springfield, Illinois 62794

11. Implementation. Each party hereto agrees to execute such further documents and take such further steps as the parties mutually agree may be necessary or desirable to effectuate the purposes of this Agreement.
12. Waiver. No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon a party hereto, unless made in writing and duly signed by such party. A failure of or delay by either party to this Agreement to enforce at any time any of the provisions of this Agreement or to require at any time performance of any of the provisions of this Agreement shall in no way be construed to be a waiver of such provision. A waiver by either party of any of the terms and conditions of this Agreement in any individual instance shall not be deemed a waiver of such terms or conditions in the future, or of any subsequent breach thereof.
13. Severability. If any provision or clause of this Agreement, or portion thereof, shall be held by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable in such jurisdiction, such provision or clause shall be reformed to approximate as nearly as possible the intent of the parties, and the remainder of such provisions shall not thereby be affected and shall be given full effect without regard to the invalid portion, and to this end such provisions are declared to be severable.
14. Headings Or Captions. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
15. Supersedes Former Agreements. This Agreement supersedes all prior Agreements, whether oral or in writing, between the parties relating to the subject matter of this Agreement.

16. Counterparts. The parties agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
17. Indemnification. CMAP agrees to defend, indemnify and hold the Illinois EPA, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to CMAP's development, performance and implementation of its RTP, TIP, and specific TIP projects resulting from the acts or omissions, including the negligence or misconduct of CMAP and its contractors, their employees, agents or subcontractors in the performance of CMAP's responsibilities under this Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed individually or by its duly authorized officer as of the 12<sup>TH</sup> day of MARCH, 2009.

  
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Randall Blankenhorn  
Chicago Metropolitan Agency for Planning

3-12-09  
Date

  
\_\_\_\_\_  
Laurel Kroack  
Illinois Environmental Protection Agency

3.17.09  
Date

