

INTERGOVERNMENTAL AGREEMENT
Advanced Traffic Management System (ATMS)

This Intergovernmental Agreement is entered into as of this ____ day of _____ by and between the City of Joliet (CITY), a City duly constituted under the Constitution of the State of Illinois and the Department of Transportation of the State of Illinois (STATE).

WHEREAS, the CITY is an Illinois District established under 70 ILCS 5/1-5/21; and

WHEREAS, the STATE and the CITY are authorized by the terms and provisions of Article VII, Section 10 of the Illinois Constitution of 1970 and by the Intergovernmental Cooperation Act, 5 ILCS §220/5, to enter into intergovernmental agreements, ventures and undertakings to perform jointly any governmental purpose or undertaking either of them could do singularly; and

WHEREAS, the CITY has set a course to design, operate and maintain an Advanced Traffic Management System (ATMS), to be housed and/or primarily operated from the CITY'S offices and has determined that it is in the best interest of the CITY to deploy and operate this system in coordination with the STATE; and

WHEREAS the STATE agrees it would be in its best interest to work with the CITY in the design, operations and maintenance of this ATMS; and

NOW, THEREFORE, in consideration of and in reliance upon the mutual covenants, agreements and conditions hereinafter set forth, the parties hereto agree as follows:

Modification

1. It is mutually agreed by and between the parties hereto that EXHIBIT C and EXHIBIT D of THIS AGREEMENT may be amended by Letter of Concurrence signed by both parties to add, delete or modify EXHIBIT C or EXHIBIT D content at the end of each quarter with changes effective following quarter. Said additions, deletions or modifications may result in changes to the respective cost-sharing responsibilities of the parties hereto, as these relate to Exhibit C. Operational change approval coming from STATE personnel are reflected in EXHIBIT D. The CITY ENGINEER shall act on behalf of the CITY as said actions relate to changes to EXHIBIT C or EXHIBIT D, and the State Regional Engineer and its Engineer of Operations shall act on behalf of the STATE as said actions relate to changes to EXHIBIT C or EXHIBIT D.

Design and Construction of ATMS

2. (a) It is mutually agreed by and between the parties that the CITY may propose, from time to time, for the approval of the STATE, the integration of additional STATE traffic control signals into the ATMS. Upon approval by the STATE to permit incorporation of its traffic control signals as part of the ATMS, the STATE agrees to cooperate with the CITY by providing, at no cost to the CITY, all necessary plans, specifications, and drawings of the existing traffic control signals and equipment and to make every effort to enable the CITY to integrate the proposed and approved additions into the ATMS.

- (b) It is mutually agreed by and between the parties that the STATE may propose, from time to time, the integration of additional STATE signal systems into the ATMS. The CITY agrees to cooperate with the STATE by providing, at no cost to the STATE, all the necessary plans, specification, and drawings of existing equipment and to make every effort to enable the STATE to integrate the proposed and approved additions into the ATMS.
- (c) Except when established otherwise under a separate, project-specific agreement, the proposing party of any and all additions and integrations to the ATMS shall be responsible for all costs associated with the design, construction and integration of said proposed traffic signal system additions or integrations or other ITS field devices proposed to be added (including, without limitation, dynamic message signs, highway advisory radio, remote weather stations, Traffic Monitoring Cameras (cameras), etc.
- (d) The STATE shall retain the right to approve or reject the plans and specifications for the integration of any traffic signal to the ATMS to the extent that such integration adversely affects the STATE's traffic control signals and equipment. The CITY will have the opportunity to provide input into the design process of any integration to the ATMS proposed by the STATE in order to support and maintain the integration of the whole signal system(s).

Operations of ATMS

- 3. The STATE will have the ability and right to monitor and operate the STATE traffic signals at the STATE's District 1/Region 1 office or remote locations from a remote network connection established by the CITY.
- 4. The ATMS will provide function to existing interconnected signals currently under the jurisdiction of or maintained by either CITY or STATE. The agencies agree to operate these interconnected signals in accordance with the following guidelines:
 - (a) The CITY will provide a means for the STATE to have remote capabilities to gain access to and make use of the ATMS. The STATE will have the same functional capabilities as the CITY will have from the CITY's offices. Through implemented security features, STATE will have the sole administrative rights to all STATE traffic signals or devices connected to the CITY traffic signal system except as noted in paragraph 4d. STATE will also have the ability to view the status of CITY signals on the system, but STATE may be restricted from changing the status or configuration of any signals that are the jurisdiction of CITY. Conversely, CITY will have the right to view the status of all STATE signals, but CITY may be restricted from changing the status or configuration of any signals that are the jurisdiction of or maintained by STATE, except as otherwise provided herein. Security restrictions will not be in place initially, but the ATMS shall be functionally capable to implement such restrictions at a time mutually agreed upon by both STATE and CITY.
 - i. The CITY and STATE mutually agree that the CITY will provide remote access to its network for the sole use of STATE personnel and their agents with functionality and capabilities that are mutually acceptable to STATE and CITY.
 - (b) The initial deployment of the ATMS will enable the STATE's Electrical Maintenance Contractor (EMC), the STATE's Traffic Signal System Monitoring Consultant, and the STATE's Signal Coordination and Timing Consultants (SCAT) to access the ATMS from multiple independent remote locations in order to monitor and maintain the STATE's traffic

signals. Concurrent access of the CITY ATMS may be limited by the number of virtual workstations.

- (c) To the extent the ATMS is capable, the ATMS will provide the support for coordinated response to unusual traffic conditions or events. This may include using predefined conditions (developed in future coordination between the parties) to store and implement pre-established system responses. The stored ATMS responses may include messages for Dynamic Message Signs (DMS) and messages to the Gateway Traveler Information System or other regional traffic operation organizations. In addition, the responses may include suggested changes to selected timing plans implemented at specific signalized intersections.
 - (d) Any desired signal timing adjustments plans including those for incidents or special events will be developed jointly by the CITY and STATE. The conditions (or rules) in which a special timing plan will be recommended for use will also be jointly developed by both parties. When the jointly agreed conditions occur, the ATMS or personnel from the CITY may recommend the implementation of a special timing plan. Special timing plans that affect operations along STATE highways will be implemented by ATMS system owner or IDOT personnel only after the approval from the STATE personnel which has been specifically identified in EXHIBIT D attached hereto and made a part hereof. Only approved STATE personnel will have the right and capability to authorize any changes to traffic signals that the STATE has jurisdiction or maintenance of, unless otherwise directed by the STATE. Changes to traffic signals that the STATE has jurisdiction or maintenance of without prior approval from IDOT personnel will result in termination of administrative rights.
 - (e) CITY ATMS systems shall have the capability to run Traffic Responsive Programmed (TRP) signal systems. If future integration of STATE signals into the ATMS requires TRP, then the cost of TRP program development, implementation, and related maintenance will be paid for by the agency requesting the integration of STATE signals.
5. The CITY ATMS may include cameras. The cameras will be used solely for traffic, incident and event management purposes. Both CITY and STATE will have the right to pan, tilt, and zoom the cameras. No system-based control restrictions will be placed on the cameras. Both parties will be able to view images from the cameras simultaneously.
- (f) The CITY reserves the right to enter into agreements with local law enforcement agencies for purposes of sharing limited video access to support public safety. All agreements with these agencies will include the same terms for allowing access as are included in this AGREEMENT. For local law enforcement agreements that include one or more State signals, the State shall review for comment and approval.
 - (g) The CITY reserves the right to provide still image snapshots from cameras to the public through a CITY and regional website, smartphone apps, and social media platforms. Snapshot images may be archived by the CITY for a time period consistent with STATE and/or CITY policies.
6. The ATMS may support features for both the gathering of traffic signal data and the distributing of this or other data to other agencies or private parties. It is understood by STATE and CITY that any data gathered by the ATMS is for CITY and STATE uses. Each agency has the right to share data for traffic signals it has jurisdiction of, but data for traffic signals under the jurisdiction of the other agency will not be shared unless both STATE and CITY provide written confirmation on the details of its distribution, subject to all applicable State and Federal laws.

Maintenance of ATMS

7. The ATMS relies upon an Ethernet communications backbone that utilizes fiber optic, cellular, and wireless communication strategies. The CITY agrees to configure, update, and maintain the Ethernet communication equipment which may include network switches (layer II and III), encoders, terminal servers, firewalls, media converters, communication cabinets, stand-alone cameras, ethernet cables, and associated power supplies through its Electrical Maintenance Contract (EMC) and/or a separate ATMS support consultant contract. The STATE retains the right to review the contract(s) at any time and CITY agrees to provide such contracts to STATE upon request. The STATE agrees to provide the CITY, CITY EMC, and CITY ATMS support consultant(s) access to STATE traffic signal cabinets for the intended purpose of maintaining and repairing Ethernet communication equipment.
8. System field maintenance portion of the CITY ATMS system shall include but is not limited to network engineer services for Ethernet communication equipment including switch configuration, reconfiguration, IP address assignments or reassignments, routine network monitoring, software updates, security patches, port configuration, port enabling, replacement, updating firewall as needed, licensing and network troubleshooting. System field maintenance costs are the responsibility of the CITY unless otherwise modified by agreement.
9. All other field equipment installed or subsequently integrated into the ATMS at a traffic signal location, including ethernet based traffic signal controllers, Malfunction Management Units, Uninterruptible Power Supplies, detection systems, cameras, cellular modems, fiber optic cable, fiber optic jumpers, fiber optic interface panels and interconnect conduit in the field, will continue to be maintained by the party which has jurisdiction of the traffic signal location unless otherwise agreed by the agencies in a separate maintenance agreement. For cellular modems, the modem is to be configured by whichever agency (CITY or STATE) is directly operating the cabinet through its ATMS to provide proper connection and security.

The CITY agrees to maintain fiber optic cable and conduit placed in the STATE's Right of Way interconnecting traffic signals maintained by the CITY unless otherwise agreed to in a separate maintenance agreement. The CITY agrees to maintain fiber optic cable and conduit in the CITY's Right of Way. Maintenance of CITY fiber optic cable when approaching a STATE intersection will cease at the furthest signal related hand hole (having detection or signal cable in it). Maintenance includes responding to requests to locate fiber optic cable & conduit and troubleshooting communication outages. Coordination between the STATE and CITY is required when testing fiber optic cable and considering the use of spare fiber optic cables. If no spare fiber optic cables are available, the fiber optic cable owner shall arrange for the replacement of the fiber optic cable as soon as possible.

10. The CITY shall be responsible for any and all costs associated with the installation of hardware and software within CITY buildings and for delivering the remote capabilities to the STATE as outlined in paragraph 4(a)(i); provided, however, that the STATE shall have the right to inspect the hardware and software at any time.
11. The CITY shall provide, at no cost to the STATE, access to ATMS and/or signal system software. Remote users shall include IDOT District 1 Bureau of Traffic office, IDOT Communication Center/ Travel Midwest, STATE EMC, STATE Monitoring consultant, and STATE SCAT Consultant. Additional users may be added subject to ATMS capabilities.
12. If, in the event the ATMS or Ethernet communication equipment fails to operate, the CITY must make all reasonable efforts to restore appropriate communication with the STATE traffic signal

system in accordance with the CITY's signal maintenance contract. The CITY shall provide the STATE with updates on the ongoing repair to restore proper communication.

13. It is also understood that if, in the judgment of the STATE, the CITY has not provided adequate maintenance for the Ethernet communication equipment, the STATE will give written notice to the CITY, and if adequate maintenance has not been provided within thirty (30) days, the STATE will arrange, at the CITY's sole expense to provide the appropriate maintenance efforts to bring said equipment to the required level of service for adequate operation.
14. The term of this Agreement shall commence as of the date hereof and shall continue for a period of ten (10) years from said date, and shall be automatically renewed thereafter for successive periods of five (5) years unless sooner terminated by either party as provided below; provided, however, that at any time during the term of this Agreement or any renewal period either party, with or without cause, upon not less than thirty (30) days provides prior written notice to the other party, terminate this Agreement; and provided, further, that at any time during the term of this Agreement or any renewal period the STATE shall have the right to terminate the Agreement immediately upon written notice to CITY in the event: (i) the CITY ceases to function as a local government entity, becomes involved in financial difficulties or becomes insolvent, or (ii) the CITY fails to maintain the ATMS or any other system related thereto in proper operating condition.
15. In the event that this Agreement is terminated by the STATE for any of the reasons described and listed in paragraph 14 herein, or any reason whatsoever, the STATE shall have the right to : (i) remove its traffic signals from the ATMS or any related system(s); (ii) return any and all other STATE controlled signal to the STATE's traffic control system; and (iii) take any and all necessary actions to maintain and control its signals and its traffic signal system, and return the STATE system(s) to its original capabilities as though the ATMS was never in operation. In such case, the STATE will remove and return to the CITY any ATMS equipment installed at STATE traffic signal locations that is under the jurisdiction of the CITY.
16. All changes to this Agreement must be mutually agreed upon by both parties hereto, and be incorporated by a written amendment and signed by both parties.
17. If any circumstance or condition of this Agreement changes, the CITY must notify the STATE in writing within seven (7) days.
18. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
19. The terms of the Agreement shall be construed in accordance with the laws of the State of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable state and federal laws.
20. All notices required to be given under the terms of this AGREEMENT shall be in writing and shall be deemed to have been properly made on the day of service, if served personally, and on the second day following mailing, if sent by United States certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the CITY:

CITY OF JOLIET
150 West Jefferson Street
Joliet, Illinois 60432
Attn, City Manager

If to STATE:

**STATE OF ILLINOIS, DEPARTMENT OF
TRANSPORTATION**
201 West Center Court
Schaumburg, Illinois 60196-1096
Attn, Bureau Chief

With a copy to:

Illinois Department of Transportation
69 W. Randolph Street-Suite 2100
Chicago, IL 60602
Attn, Deputy Chief Counsel

21. In the event any provision of this AGREEMENT is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this AGREEMENT.
22. The provisions set forth herein represent the entire agreement between the Parties and supersede any previous oral or written negotiations, discussion or agreements regarding the matters described herein, it being the intent of the Parties to provide for a complete integration within the terms of this AGREEMENT. No provision of this Agreement may be modified or changed in any respect unless such modification or change is in writing, duly approved and signed by both Parties.
23. This AGREEMENT shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original.
24. This AGREEMENT and the commitments made by STATE herein are ~~contingent~~ upon and subject to the availability of funds. The STATE, at its sole option, may therefore terminate or suspend this AGREEMENT, in whole or in part, without penalty or further payment being required, if (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (b) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to the power delegated to the Governor by the Illinois General Assembly; or (c) the STATE determines, in its sole discretion or as directed by the Office of the Governor, that a termination or suspension hereof is necessary or advisable based upon actual or projected budgetary considerations. The CITY will be notified in writing of any such failure of appropriation or of a reduction or decrease in funds.
25. This Agreement shall not be assignable by either Party hereto without the prior written consent of the other.
26. The parties represent and warrant to one another that the persons executing this Agreement on behalf of each party is duly authorized to do so. Execution by CITY has been authorized pursuant to a duly adopted Board Resolution dated _____, a copy of which is attached hereto as EXHIBIT A.
27. EXHIBIT B is reserved for future use, and is not presently used.

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the later of the
_____ day of April, 2024, or the date the last party signs the Agreement.

CITY OF JOLIET

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

City Clerk

(SEAL)

**STATE OF ILLINOIS
by and through its
DEPARTMENT OF TRANSPORTATION**

By: _____
Jose Rios
Region One Engineer

Date: _____

Exhibits:

EXHIBIT C

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the City of Joliet that are subject to the provisions of the attached Advanced Traffic Management System Intergovernmental Agreement to which this list is an exhibit.

NOTE	LOCATION	TS#	SIGNAL ON ATMS SYSTEM			AGENCY PERFORMING MAINT.
			STATE ATMS	CITY ATMS	OTHER	
A	US 6-30/IL 171 (Collins St) and US 30 (Cass St)	TS21781		X		CITY
A	US 6-30/IL 171 (Collins St) and Herkimer Dr / Joliet HS	TS7613		X		CITY
A	EB US 30 (Jefferson St) and Richards St	TS22569		X		CITY
A	EB US 30 (Jefferson St) and Joliet St	TS22528		X		CITY
A	EB US 30 (Jefferson St) and SB IL 53 (Ottawa St)	TS22529		X		CITY
A	EB US 30 (Jefferson St) and Chicago St	TS22530		X		CITY
A	EB US 30 (Jefferson St) and NB IL 53 (Scott St)	TS22531		X		CITY
A	EB US 30 (Jefferson St) and Eastern Av	TS21782		X		CITY
A	WB US 30 (Cass St) and Eastern Av	TS21780		X		CITY
A	WB US 30 (Cass St) and Joliet St	TS22534		X		CITY
A	WB US 30 (Cass St) and SB IL 53 (Ottawa St)	TS22535		X		CITY
A	WB US 30 (Cass St) and Chicago St	TS22536		X		CITY
A	WB US 30 (Cass St) and NB IL 53 (Scott St)	TS21803		X		CITY
A	NB IL 53 (Scott St) and Van Buren St	TS22538		X		CITY
A	NB IL 53 (Scott St) and Clinton St	TS22538		X		CITY
A	NB IL 53 (Scott St) and Jackson St	TS21802		X		CITY
A	NB IL 53 (Scott St) and Clay St	TS21801		X		CITY
A	NB IL 53 (Scott St) and Ohio St	TS21800		X		CITY
A	SB IL 53 (Ottawa St) and Washington St	TS22537		X		CITY
A	SB IL 53 (Ottawa St) and Van Buren St	TS22538		X		CITY
A	SB IL 53 (Ottawa St) and Clinton St	TS22539		X		CITY

Note A: Intersection is part of initial ATMS rollout.

Note B: Intersection is part of projects after the initial ATMS rollout.

Note C: Reserved

EXHIBIT C (Continued)

NOTE	LOCATION	TS#	SIGNAL ON ATMS SYSTEM			AGENCY PERFORMING MAINT.
			STATE ATMS	CITY ATMS	OTHER	
A	SB IL 53 (Ottawa St) and Jackson St	TS21802		X		CITY
A	WB US 30 (Western Av) and Hickory St	TS22533		X		CITY
A	US 30 (Western Av) and US 30 (Center St)	TS22532		X		CITY
A	EB US 30 (Jefferson St) and Center St	TS22526		X		CITY
A	EB US 30 (Jefferson St) and Hickory St	TS22527		X		CITY
A	US 52 (Jefferson St) and Houbolt Rd	TS22509		X		CITY
A	US 52 (Jefferson St) and Essington Rd	TS22510		X		CITY
A	US 52 (Jefferson St) and Inwood	TS22564		X		CITY
A	US 52 (Jefferson St) and Infantry Dr	TS22511		X		CITY
A	US 52 (Jefferson St) and Caterpillar Dr	TS22512		X		CITY
A	US 52 (Jefferson St) and Barney Dr	TS22513		X		CITY
A	US 52 (Jefferson St) and Springfield Av	TS22514		X		CITY
A	US 52 (Jefferson St) and Hammes Av	TS22515		X		CITY
A	US 52 (Jefferson St) and IL 7 (Larkin Av)	TS22516		X		CITY
A	US 52 (Jefferson St) and Woodlawn Av	TS22517		X		CITY
A	US 52 (Jefferson St) and Midland Av	TS22518		X		CITY
A	US 52 (Jefferson St) and Reed St	TS22519		X		CITY
A	US 52 (Jefferson St) and US 52 (Raynor Av)	TS22520		X		CITY
A	IL 7 (Larkin Ave) and McDonough St	TS22521		X		CITY
A	IL 7 (Larkin Ave) and Walmart / Cub Foods	TS22522		X		CITY
A	IL 7 (Larkin Ave) and Glenwood Ave	TS22523		X		CITY
A	IL 7 (Larkin Ave) and Black Rd	TS22524		X		CITY
A	IL 7 (Larkin Ave) and Ingalls Ave	TS22525		X		CITY
B	US 30 (Plainfield Rd) and Raynor Ave / Black Rd	TS7507		X		CITY
B	US 30 (Plainfield Rd) and I-55 W Frontage	TS22566		X		CITY
B	US 30 (Plainfield Rd) and I-55 West Ramp	TS8804		X		CITY
B	US 30 (Plainfield Rd) and I-55 East Ramp	TS8806		X		CITY

Note A: Intersection is part of initial ATMS rollout.

Note B: Intersection is part of projects after the initial ATMS rollout.

Note C: Reserved

EXHIBIT C (Continued)

NOTE	LOCATION	TS#	SIGNAL ON ATMS SYSTEM			AGENCY PERFORMING MAINT.
			STATE ATMS	CITY ATMS	OTHER	
B	US 30 (Plainfield Rd) and Mall Loop Dr	TS8807		X		CITY
B	US 30 (Plainfield Rd) and Voyager Ln	TS8808		X		CITY
B	US 30 (Plainfield Rd) and Hennepin Dr	TS8809		X		CITY
B	US 30 (Cass St) and Henderson Ave	TS22552		X		CITY
B	US 6 (Jackson St) and Henderson Ave	TS22554		X		CITY
B	IL 171 (Collins St) and Columbia St	TS22557		X		CITY
B	IL 171 (Collins St) and Ohio St	TS22556		X		CITY
B	IL 171 (Collins St) and US 6 (Jackson St)	TS22555		X		CITY
B	US 52 (Raynor Ave) and Marion St	TS22580		X		CITY
B	Briggs St and Washington St	TS22550		X		CITY
B	IL 53 (Broadway St) and IL 53 (Ruby St)	TS22550		X		CITY
B	IL 53 (Broadway St) and Ingalls Ave	TS7509		X		CITY
B	US 52 (Raynor Ave) and US 52 (McDonough St)	TS21828		X		CITY
B	IL 7 (Theodore St) and Raynor Ave	TS7508		X		CITY
B	US 30 (Plainfield Rd) and Ingalls Ave	TS22565		X		CITY

Note A: Intersection is part of initial ATMS rollout.

Note B: Intersection is part of projects after the initial ATMS rollout.

Note C: Reserved

EXHIBIT D

Priority listing for IDOT Personnel approving operational changes

1. Local Area Traffic Signal Maintenance and Operations Engineer
2. Alternative Area Traffic Signal Maintenance and Operations Engineer
3. Traffic Systems Engineer
4. Traffic Signal Engineer
5. Traffic Programs Engineer
6. Traffic Operations Bureau Chief