

INTERGOVERNMENTAL AGREEMENT
Advanced Traffic Management System (ATMS)
Village of Schaumburg

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") entered this ____ day of _____, 20____, by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, ("DEPARTMENT"), and the VILLAGE OF SCHAUMBURG, an Illinois Municipal Corporation, acting by and through its Mayor and Village Council, hereinafter referred to as the "VILLAGE". The DEPARTMENT and the VILLAGE are hereinafter sometimes referred to collectively as "Parties" to THIS INTERGOVERNMENTAL AGREEMENT, and either one is referred to individually as a "party" to THIS INTERGOVERNMENTAL AGREEMENT.

WHEREAS, the DEPARTMENT has set a course to design, operate, and maintain an Advanced Traffic Management System (ATMS), to be housed in the DEPARTMENT'S offices located in Schaumburg.

WHEREAS, the VILLAGE agrees it would be in its best interest to work with the DEPARTMENT in the design, operation, 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 Letters 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 during the 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 approvals proposed by DEPARTMENT personnel are reflected in EXHIBIT D. The VILLAGE MANAGER shall act on behalf of the VILLAGE regarding changes proposed to EXHIBIT C or EXHIBIT D, and the DEPARTMENT'S Regional Engineer and its Engineer of Operations shall act on behalf of the DEPARTMENT to regarding changes proposed to such EXHIBITS.

Design and Construction of ATMS

2. (a) It is mutually agreed by and between the parties that the VILLAGE may propose, from time to time, for the approval of the DEPARTMENT, the integration of additional VILLAGE traffic control signals into the ATMS.
- (b) It is mutually agreed by and between the parties that the DEPARTMENT may propose, from time to time, the integration of additional VILLAGE signal systems in the ATMS. The VILLAGE agrees to cooperate with the DEPARTMENT by providing, at no cost to the DEPARTMENT, all the necessary plans, specifications, and drawings of existing equipment and to make every effort to enable the DEPARTMENT 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 information stations, closed circuit television [CCTV] cameras, etc.).
- (d) The DEPARTMENT 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 DEPARTMENT'S traffic control signals and equipment.

Operations of ATMS

- 3. (a) The DEPARTMENT will provide a means for the VILLAGE to have remote capabilities to gain access to and make use of limited ATMS functions related to VILLAGE signals. Through implemented security features, the DEPARTMENT will have the sole administrative rights to all VILLAGE traffic signals or devices connected to the ATMS except as noted in paragraph 3(d). The DEPARTMENT will have the ability to view the status of the VILLAGE signals on the system, but DEPARTMENT may be restricted from changing the status or configuration of any signals that are the jurisdiction of or maintained by the VILLAGE. The VILLAGE will be restricted from changing the status or configuration of any signals that are the jurisdiction of or maintained by the DEPARTMENT. 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 the DEPARTMENT and the VILLAGE.
- (b) The initial deployment of the ATMS will enable the DEPARTMENT'S Electrical Maintenance Contractor (EMC), the DEPARTMENT'S Traffic Signal System Monitoring Consultant, and the DEPARTMENT'S Signal Coordination and Timing Consultants (SCAT) to access the ATMS from multiple independent remote locations in order to monitor and maintain the DEPARTMENT'S traffic signals. Concurrent access of VILLAGE signals 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), VILLAGE web page, 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 to include those for incidents or special events will be developed jointly by the VILLAGE and DEPARTMENT. 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 VILLAGE may recommend the implementation of a special timing plan. If approved by DEPARTMENT personnel which has been specifically identified in EXHIBIT D attached hereto and made a part hereof, special timing plans that affect operations along DEPARTMENT highways will be implemented by ATMS DEPARTMENT personnel. Only approved DEPARTMENT personnel will have the right and capability to authorize any changes to traffic signals that the DEPARTMENT has jurisdiction or maintenance of, unless otherwise directed by the DEPARTMENT. Changes to traffic signals that the DEPARTMENT has jurisdiction or maintenance of without prior approval from DEPARTMENT personnel will result in termination of administrative rights.

4. The DEPARTMENT intends to share real time video with the VILLAGE from DEPARTMENT traffic signal's locations within VILLAGE limits and that are equipped with CCTV cameras (closed-circuit television cameras). The CCTV cameras will be used solely for traffic, incident, event management purposes and to support public safety.
5. The DEPARTMENT will allow the VILLAGE to have remote capabilities to gain access to real time video, but the VILLAGE may be restricted from changing the view or configuration of any camera.
6. Both DEPARTMENT and VILLAGE will have the right to pan, tilt, and zoom the CCTV cameras and to view images from the CCTV cameras simultaneously. However, system-based control restrictions maybe be placed on the CCTV cameras to assure DEPARTMENT priority control.
7. 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 DEPARTMENT and VILLAGE that any data gathered by the ATMS is for VILLAGE and DEPARTMENT use. Each agency has the sole right to share data for traffic signals it owns, but data for traffic signals under the jurisdiction of the other agency will not be shared unless both DEPARTMENT and VILLAGE provide written confirmation on the details of its distribution, subject to all applicable DEPARTMENT and Federal laws.

Maintenance of ATMS

8. The ATMS relies upon an Ethernet communications backbone that utilizes fiber optic, cellular, and wireless communication strategies. For VILLAGE signals connected to the ATMS, VILLAGE agrees to configure, update, and maintain the Ethernet communication equipment which may include switches, encoders, terminal servers, firewalls, media converters, Highway Advisory Radios, communication cabinets, stand-alone remote controlled video cameras, ethernet cables, and associated power supplies through its Electrical Maintenance Contract (EMC) and/or a separate ATMS support consultant contract. The DEPARTMENT retains the right to review the contract(s) at any time and VILLAGE agrees to provide such contracts to DEPARTMENT upon request. The DEPARTMENT agrees to provide the VILLAGE, VILLAGE EMC, and VILLAGE ATMS support consultant(s) access to DEPARTMENT traffic signal cabinets for the intended purpose of maintaining and repairing Ethernet communication equipment.
9. System field maintenance portion for VILLAGE signals connected to the ATMS system shall include, but is not limited to network engineer services, configuration,

reconfiguration, IP address assignments or reassignments, routine network monitoring, upgrading, updating firewall as needed, licensing and network troubleshooting. System field maintenance costs are the responsibility of the VILLAGE unless otherwise modified by agreement.

10. 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, traffic monitoring cameras, cellular modems, network switches (layer II and III), 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.
11. The DEPARTMENT agrees to own and maintain the fiber optic cable dedicated for DEPARTMENT use. The VILLAGE agrees to own and maintain the fiber optic cable dedicated for VILLAGE use unless otherwise agreed by the agencies in a separate Agreement/Letter of Understanding. Each Party's Maintenance obligation includes responding to requests to locate fiber optic cable and conduit and troubleshooting communication outages. Contact information for DEPARTMENT and VILLAGE shall be as set forth in EXHIBIT D.
12. Coordination between the DEPARTMENT and VILLAGE is required when maintaining and testing fiber optic cable. The VILLAGE shall not require permits or fees for DEPARTMENT maintenance. Both parties will notify the other within 48 to 72 hours when maintenance or construction activities will or potentially could impact the installed fiber or conduit.
13. It is understood that if, in the judgment of the DEPARTMENT, the VILLAGE has not provided adequate maintenance for the Ethernet equipment that could impact the Department's ATMS system operations, the DEPARTMENT will give written notice to the VILLAGE, and if adequate maintenance has not been provided within thirty (30) days, the DEPARTMENT will arrange, at the VILLAGE'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, shall have the right, with or without cause, upon not less than thirty (30) days prior written notice to the other party, to terminate this Agreement; and provided, further, that at any time during the term of this Agreement or any renewal period, the DEPARTMENT shall have the right to terminate the Agreement immediately upon written notice to VILLAGE in the event: (i) the VILLAGE ceases to function as a local government entity, becomes involved in financial difficulties or becomes insolvent, or (ii) the VILLAGE 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 DEPARTMENT for any of the reasons described and listed on paragraph 15 herein, or any reason whatsoever, the DEPARTMENT shall have the right to: (i) remove its traffic signals from the ATMS or

any related system(s); (ii) return any and all other DEPARTMENT controlled signal to the DEPARTMENT'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 DEPARTMENT system(s) to its original capabilities as though the ATMS was never in operation. In such case, the DEPARTMENT will remove and return to the VILLAGE any ATMS equipment installed at DEPARTMENT traffic signal locations that is under the jurisdiction of the VILLAGE.

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 VILLAGE must notify the DEPARTMENT of the details of such change 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 DEPARTMENT of Illinois. Any obligations and services performed under this Agreement shall be performed in compliance with all applicable DEPARTMENT 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 or by electronic mail, and on the second day following mailing, if sent by DEPARTMENT'S certified mail, postage prepaid, return receipt requested, address as follows:

If to the VILLAGE: Village of Schaumburg - Transportation Department
101 Schaumburg Court
Schaumburg, IL 60193

If to DEPARTMENT: **STATE OF ILLINOIS,**
DEPARTMENT OF TRANSPORTATION
201 West Center Court - Region 1
Schaumburg, IL 60196-1096
Attn: Bureau Chief - Traffic Operations
847-705-4141

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 DEPARTMENT herein are contingent upon and subject to the availability of funds. The DEPARTMENT, 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 DEPARTMENT 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 VILLAGE will be promptly 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 VILLAGE 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 _____, 20____, or the date the last party signs the AGREEMENT.

VILLAGE OF _____

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

ATTEST:

Secretary

(SEAL)

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

By: _____
Jose Rios,
Region One Engineer

Date: _____

EXHIBITS:



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

RT 1 (C) Central Traffic Management System at Various

November 14, 2022

The Honorable Tom Dailly
Village President
Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

RECEIVED
NOV 18 2022
MAYOR'S OFFICE

Dear Village President Dailly:

The Illinois Department of Transportation (Department), as part of the Federal Government's Congestion Mitigation and Air Quality Improvement Program (CMAQ), proposes to improve the operation of existing signalized intersections within Northwest Cook County area.

This will serve as a Letter of Intent between the Village of Schaumburg (Village) and the Department confirming your concurrence with the scope of the proposed improvement and the cost participation responsibilities for the installation of Advanced Traffic Management System (ATMS) contemplated under Department's Contract 62T54. Based on our previous coordination meeting with the Village on October 13, 2022, it was explained that the financial responsibilities for all costs under the above-mentioned contract relating to the specified thirteen (13) Village-owned traffic signals, including construction, engineering cost (representing 15% of the total cost Village-owned signals), installation and maintenance pertaining to Village-owned signals will be borne 100% by the Village.

The general scope of work under the ATMS Contract 62T54 (the "Project") consists of installing of new fiber, Pan Tilt Zoom (PTZ) cameras, ethernet network equipment and any necessary upgrades to existing signal equipment at the specified thirteen (13) Village-owned traffic signal locations listed below:

- | | |
|-----------------------------------|-----------------------------------|
| Rodenburg Rd at Frontage Rd (No) | Rodenburg Rd at Frontage Rd (So) |
| Springinsguth Rd at Frontage (No) | Springinsguth Rd at Frontage (So) |
| Wright Blvd at Frontage (No) | Wright Blvd at Frontage (So) |
| Meacham Rd at American Ln | Meacham Rd at I-90 |
| Meacham Rd at McConnor/Tower | Meacham Rd at Progress Pkwy |
| Meacham Rd at Remington Rd | Meacham Rd at Thoreau Dr |
| Meacham Rd at Woodfield Dr | |

The Department anticipates letting this Project in January, 2023, with work to commence sometime in the spring of 2023.

The cost estimate for the thirteen (13) Village-owned traffic signal locations above will be approximately \$379,500.00 (15% engineering included).


Village President Dailly
November 14, 2022
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Please sign and return this original letter at your earliest convenience if you are in concurrence with the scope of work and the Village's 100% cost participation outlined above. Please be advised that the Agreement and Plan Approval will follow at a later date.

If you have any questions or need additional information, please contact Mr. Kamil Kobylka, Traffic Signal Engineer at (847) 705- 4734.

Very truly yours,

Jose Rios, P.E.
Region One Engineer

By: 
Lisa E. Heaven-Baum, P.E.
Bureau Chief of Traffic Operations

Concur with project scope and cost participation as described above:

_____ Yes _____ No

Signature: _____

Title: _____

Date: _____

EXHIBIT C

Following is the list of signalized intersections and locations with traffic control devices along State highways located within or near the Village of Schaumburg 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	VILLAGE ATMS	OTHER	
	Rodenburg Rd at Frontage Rd (No)	2	X			VILLAGE
	Rodenburg Rd at Frontage Rd (So)	5	X			VILLAGE
	Springinsguth Rd at Frontage (No)	3	X			VILLAGE
	Springinsguth Rd at Frontage (So)	6	X			VILLAGE
	Wright Blvd at Frontage (No)	4	X			VILLAGE
	Wright Blvd at Frontage (So)	7	X			VILLAGE
	Meacham Rd at American Ln	10	X			VILLAGE
	Meacham Rd at 1-90	11	X			VILLAGE
	Meacham Rd at McConnor/Tower	12	X			VILLAGE
	Meacham Rd at Progress Pkwy	13	X			VILLAGE
	Meacham Rd at Remington Rd	14	X			VILLAGE
	Meacham Rd at Thoreau Dr	15	X			VILLAGE
	Meacham Rd at Woodfield Dr	22	X			VILLAGE
	Plum Grove at American Ln	N/A	X			VILLAGE
	Plum Grove at Woodfield Rd	0969	X			VILLAGE

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. Village of Schaumburg Area Traffic Signal Maintenance and Operations Engineer
2. Traffic Signal Engineer
3. Traffic Programs Engineer
4. District Traffic Engineer