

The Illinois Department of Transportation (IDOT), Indiana Department of Transportation (INDOT), Wisconsin Department of Transportation (WisDOT), and the United States Department of Transportation (USDOT) are desirous of cooperating in the development of multi-state Intelligent Transportation Systems (ITS) using a regional approach to transportation management, including the development of operating procedures, improved agency communications, and demonstration and implementation of transportation management technologies to facilitate mobility across jurisdictional lines.

As part of the "Intelligent Vehicle Highway Act of 1991" (Title VI, Part B of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991), the "TVHS Corridors Program" was created and in March of 1993 the Corridor from the Gary, Indiana area through Chicago, Illinois to Milwaukee, Wisconsin was designated as one of only four Priority Corridors.

The three States and the USDOT on August 30, 1993 entered into an MOU which among other things provided for the development and maintenance of a Corridor Program Plan (CPP). The consulting firm of BRW, Inc. (Consultant) was selected to provide Program Management and Technical Support Services to develop the Initial CPP which was adopted in June 1995.

Under a previous three state agreement, IDOT, INDOT and WisDOT provided equal funding shares to finance the Consultant services required for the development and implementation of the CPP.

The three States and the USDOT recognized the need to provide for continued Consultant Program Management and Technical Support Services to develop and implement a CPP Update which was adopted in July 1997. These Consultant services were funded by federal ITS funds provided under ISTEA and non-federal matching shares.

Dedicated federal funds for the Priority Corridors Program ceased with the passage and signing of the Transportation Equity Act for the 21st Century (TEA 21). The three States in the GCM Corridor agreed to equally fund continued Consultant Program Management and Technical Support Services from April 1, 1999 through March 31, 2000. The additional budget required to provide these services through March 31, 2000 equals \$270,000.

The three States agree to provide the following equal funding shares (using State and federal resources) for these Consultant services:

- Illinois: 33.33% up to \$90,000
- Indiana: 33.33% up to \$90,000
- Wisconsin: 33.33% up to \$90,000

The WisDOT will serve as the contracting agency for these Consultant services. Illinois, Indiana, and Wisconsin enter into this present Agreement as sovereign states and not as principal and agent or as a joint venture.

Wisconsin agrees to pay all invoices received from the Consultant for work products approved by the GCM Coordination Work Group. Wisconsin shall, in turn, invoice Illinois and Indiana for their share of the Consultant invoices. Illinois and Indiana, upon receipt of an invoice, shall promptly reimburse Wisconsin for the costs listed therein. Reimbursement of any unexpended funds shall be made after final audit is satisfactorily completed by Wisconsin. Reimbursement shall be proportionate to the contributions of the participants.

Obligations established under this Agreement will cease immediately without penalty or further payment being required in any fiscal year that the General Assembly in Illinois, Indiana, or Wisconsin fails to appropriate or otherwise make available sufficient funds for this agreement.

WisDOT, in compliance with the Illinois Procurement Code (30 ILCS 500), shall maintain for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Illinois Auditor General and/or IDOT and the federal funding entity (when applicable), and WisDOT agrees to cooperate fully with any audit conducted by the Illinois Auditor General and/or IDOT and to provide full access to all materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the State of Illinois for the recovery of any funds paid by the State of Illinois under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

This agreement only covers Consultant services through March 31, 2000. Any amendments that only involve extensions in the period of performance may be approved by the GCM Coordination Work Group and executed by WisDOT. Amendments that involve changes in compensation will require the formal written approval of the three State DOT officials serving on the GCM Executive Committee.

In witness hereto, the parties herein caused this Agreement to be executed by their proper officers and representatives.

For the ILLINOIS Department of Transportation:

Linda M. Wheeler
Linda M. Wheeler, Director, Planning & Programming

Edward R. Gower
Edward R. Gower, Chief Counsel (Approved as to Form)

Randy Z. Vernon
Randy Z. Vernon, Director, Finance and Administration

Kirk Brown
Kirk Brown, Secretary, Department of Transportation

2-19-99
Date

For the WISCONSIN Department of Transportation:

Charles H. Thompson
Charles H. Thompson, Secretary, Department of Transportation

James S. Thiel
James S. Thiel, General Counsel

3-3-99
Date

For the INDIANA Department of Transportation:

Curtis A. Wiley
Curtis A. Wiley, Commissioner, Department of Transportation

Jeffrey A. Modisett
Jeffrey A. Modisett, Attorney General of Indiana (Approved as to Form and Legality)

3/24/99
Date