

**AGREEMENT BETWEEN  
IDOT, INDOT, and WisDOT**

**Gary-Chicago-Milwaukee (GCM)  
Corridor ITS Program**

**On-going Program Commitment**

**and**

**Consultant Program Management Support Services**

**December 2001**

WHEREAS, 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 continued development of multi-state Intelligent Transportation Systems (ITS) using a regional approach to transportation management. Whereas this effort includes the development of operating procedures, improved agency communications, and demonstration and implementation of transportation management technologies to facilitate mobility across jurisdictional lines.

WHEREAS, the "Intelligent Vehicle Highway Act of 1991" (Title VI, Part B of the Intermodal Surface Transportation Efficiency Act (ISTEA) of 1991), the "IVHS 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 in the nation.

WHEREAS, the three States and the USDOT on August 30, 1993 entered into an MOU that, among other things, provided for the development and maintenance of the Initial Corridor Program Plan (CPP), adopted in June 1995. And whereas the three states retained the services of a technical consultant to assist in the preparation of the initial corridor plan. And, this plan was used to begin development and deployment of priority GCM Corridor projects in years 1 and 2 of the program.

WHEREAS, the three States and the USDOT recognized the need to establish new GCM Corridor project priorities beyond year 2 and retained the services of a technical consultant to assist in the development and implementation of a CPP Update that was adopted in July 1997.

WHEREAS, the three states obtained and utilized ISTEA Priority Corridors Program federal funding during FY '93, '94, '95 and '97 to develop, deploy and manage the GCM Corridor Program. And, ISTEA was succeeded by the passage and signing of the Transportation Equity Act for the 21<sup>st</sup> Century (TEA 21) in 1998, which effectively ended dedicated federal funds for the Priority Corridors Program.

WHEREAS, the three states recognized the need to refine the GCM program as appropriate to maximize eligibility for federal funding, in light of TEA 21 and to target corridor wide, region-wide, and multi-state efforts including emphasis on ITS integration, architecture and standards. And, with consultant support, the three States developed a second CPP Update that was adopted in July 2001. Following the completion of the plan, a supplement was developed to summarize how recommendations of the plan update specifically support security/emergency preparedness and response and to provide program management services to support the three states in carrying out the corridor program plan.

WHEREAS, under previous three-state agreements, IDOT, INDOT, and WisDOT provided equal funding shares to finance Consultant Program Management and Technical Support Services to develop and implement the initial CPP, and 1997 and 2001 CPP Updates.

WHEREAS, the three States and the USDOT remain committed to the GCM Corridor Program and will jointly pursue available federal and/or non-federal funding for the on-going development, deployment and management of the program.

WHEREAS, the three States and the USDOT recognize the need to provide for continued Consultant Program Management and Technical Support Services to manage the GCM Coalition and to further develop and implement the priority GCM projects identified within the 2001 CPP Update.

WHEREAS, the three states in the GCM Corridor have agreed to equally fund continued Consultant Program Management and Technical Support Services from April 1, 2002 through June 30, 2004. The budget projected to provide these services through June 30, 2004 equals \$700,000.

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 \$233,333.33
- Indiana: 33.33% up to \$233,333.33
- Wisconsin: 33.33% up to \$233,333.33

And be it further resolved that Indiana will serve as the contracting agency for these Consultant services. Therefore be it resolved that Illinois, Indiana, and Wisconsin enter into this present Agreement as sovereign states and not as principal and agent or as a joint venture to retain technical and program management support services

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

And 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.

And INDOT, in compliance with Illinois Procurement Code (30 ILCS 500/20-65), shall maintain books and records related to performance of this contract and necessary to support amounts charged to the State of Illinois in accordance with applicable law, terms and conditions of this contract, and generally accepted accounting practice. INDOT shall maintain these books and records for a minimum of three (3) years after the completion of the contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records shall be available for review or audit by INDOT, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. INDOT agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to INDOT, INDOT shall adjust future or final payments otherwise due. If no payments are due and owing to INDOT, or if the overpayment exceeds the amount otherwise due, INDOT shall immediately refund all amounts which may be due to the State of Illinois. Failure to maintain the books and records required by this Section 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 and records are not available to support the purported disbursement.

And this agreement only covers Consultant services through June 30, 2004. Any amendments that only involve extensions in the period of performance may be approved by the GCM Coordination Work Group and executed by INDOT. Amendments that involve changes in compensation will require the formal written approval of the three State DOT officials serving on the GCM Executive Committee.

Therefore, 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 K. Vereen  
Randy K. Vereen, Director, Finance and Administration

Kirk Brock  
Kirk Brock, Secretary, Department of Transportation

4/15/02  
Date

For the WISCONSIN Department of Transportation:

Terry Mulcahy  
Terry Mulcahy, Secretary, Department of Transportation

James S. Thiel  
James S. Thiel, General Counsel

1/4/2002  
Date

For the INDIANA Department of Transportation:

Bryan Nical  
Bryan Nical, Commissioner, Department of Transportation

Steven Carter  
Steven Carter, Attorney General of Indiana (Approved as to Form and Legality)

2/18/02  
Date