

**INTERGOVERNMENTAL AGREEMENT
Advanced Traffic Management System (ATMS)**

THIS INTERGOVERNMENTAL AGREEMENT ("AGREEMENT") is entered into as of this _____, 2026 by and between the County of DuPage (COUNTY), a County duly constituted under the Constitution of the State of Illinois and State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the (STATE). The COUNTY and the STATE are hereinafter sometimes individually referred to as a "party" or together as the "parties".

WHEREAS, the COUNTY is a body politic and corporate of the State of Illinois; and

WHEREAS, the STATE and the COUNTY 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 §220/1 *et seq.*, 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 COUNTY has set a course to design, operate, and maintain an Advanced Traffic Management System (ATMS), to be housed in the Traffic Management Center (CENTER) comprised of but not limited to the office space, local work stations, and computer servers primarily attributed to traffic operations in the COUNTY Division of Transportation's offices and has determined that it is in the best interest of the COUNTY 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 COUNTY in the design, operations, and maintenance of this ATMS; and

WHEREAS, the parties have agreed to enter into this AGREEMENT in order to memorialize their respective responsibilities and obligations within the 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 COUNTY Director of Transportation or his designee is authorized by the County Board of DuPage to act on behalf of the COUNTY 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 COUNTY 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 COUNTY by providing, at no cost to the COUNTY, all necessary plans, specifications, and drawings of the existing traffic control signals and equipment and to make every effort to enable the COUNTY 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 COUNTY agrees to cooperate with the STATE by providing, at no cost to the STATE, all the necessary plans, specifications, 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 Intelligent Transportation System (ITS) field devices proposed to be added (including, without limitation, dynamic message signs, highway advisory radio, remote weather information 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 STATE traffic signal to the ATMS to the extent that such integration adversely affects the STATE's traffic control signals and equipment. The COUNTY 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 operations 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 COUNTY.
4. The ATMS will provide various functions to existing interconnected signals currently under the jurisdiction of or maintained by either COUNTY or STATE. The parties agree to operate these interconnected signals in accordance with the following guidelines:
 - (a) The COUNTY will provide a means for the STATE to have remote capabilities to gain access to and make use of the ATMS such as from an existing STATE workstation. Through the existing workstation, STATE will have the same functional capabilities as the COUNTY will have from the CENTER. Through implemented security features, STATE will have the sole administrative rights to all STATE traffic signals or devices connected to the COUNTY traffic signal system except as noted in paragraph 4(d). The STATE will also have the ability to view the status of COUNTY signals on the system, but STATE may be restricted from changing the status or

configuration of any signals that are the jurisdiction of or maintained by COUNTY. Conversely, COUNTY will have the right to view the status of all STATE signals, but COUNTY 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 COUNTY will utilize all reasonable ATMS software features available to implement such restrictions at a time mutually agreed upon by both STATE and COUNTY.

- i. The COUNTY and STATE mutually agree that the COUNTY 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 COUNTY.
- (b) The initial deployment of the ATMS will enable the IDOT District 1 Bureau of Traffic office, IDOT Communication Center/Travel Midwest, 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 COUNTY 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), COUNTY 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 COUNTY 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 COUNTY 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 STATE 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 STATE personnel will result in termination of administrative rights.
- (e) COUNTY 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 COUNTY ATMS will include cameras. The cameras will be used solely for traffic, incident, and event management purposes. Both COUNTY and STATE will have the right to pan, tilt, and zoom the cameras. No system-based control restrictions will be placed on the STATE cameras with respect to their use by the STATE. Both parties will be able to view images from the cameras simultaneously.
6. The ATMS may support features for both the gathering of traffic signal data and the distribution of this or other data to other agencies or private parties. It is understood by STATE and COUNTY that any data gathered by the ATMS is for COUNTY and STATE uses. Each agency has the right to share data for traffic signals it has jurisdiction, but data for traffic signals under the jurisdiction of the other party will not be shared unless both STATE and COUNTY provide written confirmation on the details of its distribution, subject to all applicable State and Federal laws.
 - (a) The COUNTY 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.
 - (b) The COUNTY reserves the right to provide still image snapshots from cameras to the public through a COUNTY and regional website, smartphone apps, and social media platforms. Snapshot images may be archived by the COUNTY for a select period of time.

Maintenance of ATMS

7. The ATMS relies upon an Ethernet communications backbone that utilizes fiber optic, cellular, and wireless communication strategies. The COUNTY 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, Highway Advisory Radios, 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 COUNTY agrees to provide such contracts to STATE upon request. The STATE agrees to provide the COUNTY, COUNTY EMC, and COUNTY 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 COUNTY 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 COUNTY 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 the ATMS agency to provide proper connection and security.

The STATE agrees to maintain fiber optic cable and conduit placed in the STATE's Right of Way unless otherwise agreed to in a separate maintenance agreement. The COUNTY agrees to maintain fiber optic cable and conduit in the COUNTY's ROW. Maintenance of COUNTY 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 and conduit and troubleshooting communication outages. Coordination between the STATE and COUNTY 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 (as indicated in EXHIBIT C) shall arrange for the replacement of the fiber optic cable as soon as possible.

STATE and COUNTY have identified specific locations to which both parties agree as a mutual interest in being included as part of This AGREEMENT as specifically identified in EXHIBIT C attached hereto and made a part hereof.

10. The COUNTY shall be responsible for any and all costs associated with the installation of hardware and software at the CENTER 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 CENTER hardware and software at any time.
11. The COUNTY shall provide, at no cost to the STATE, access to the ATMS. Remote users shall be those listed in paragraph 4(b). Additional users may be added subject to ATMS capabilities.
12. If, in the event the ATMS or Ethernet communication equipment fails to operate, the COUNTY must make all reasonable efforts to restore appropriate communication with the STATE traffic signal system in accordance with the COUNTY's signal maintenance contract. The COUNTY 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 COUNTY has not provided adequate maintenance for the Ethernet communication equipment, the STATE will give written notice to the COUNTY, and if adequate maintenance has not been provided within thirty (30) days after the notice, the STATE will arrange, at the COUNTY'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, may 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 COUNTY in the event: (i) the COUNTY ceases to function as a local government entity, becomes involved in financial difficulties or becomes insolvent, or (ii) the COUNTY 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 COUNTY any ATMS equipment installed at STATE traffic signal locations that is owned or maintained by the COUNTY.
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 COUNTY 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 COUNTY:

DIRECTOR OF TRANSPORTATION

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
630-407-6900

If to the STATE:

**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. Washington 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 COUNTY 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 are duly authorized to do so. Execution by COUNTY has been authorized pursuant to a duly adopted Board Resolution dated _____, 2026 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 _____, 2026, or the date the last party signs the AGREEMENT.

COUNTY OF DuPAGE

Attest:

Jean Kaczmarek, County Clerk
(SEAL)

By: _____
(Signature)

By: Deborah A. Conroy

Title: Chair, County Board

Date: _____

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

By: _____
Jose Rios,
Region One Engineer

Date: _____

EXHIBITS:

EXHIBIT C

Last updated: 04/03/2025

Following is the list of signalized intersections and locations with traffic control devices located within DuPage County that are subject to the provisions of the attached Advanced Traffic Management System Intergovernmental Agreement to which this list is an exhibit.

PART 1: STATE SIGNAL ON COUNTY ATMS

LIST #	NOTE	LOCATION	TS#	SIGNAL ON ATMS SYSTEM			AGENCY PERFORMING MAINT.
				STATE ATMS	COUNTY ATMS	OTHER	
1		IL ROUTE 56 (BUTTERFIELD) / HIGHLAND AVE	6280		X		STATE
2		IL ROUTE 83 (EAST RAMP,NB) / 31ST STREET	555		X		STATE
3		IL ROUTE 83 (WEST RAMP,SB) / 31ST STREET	556		X		STATE
4	C	IL ROUTE 83 / 55TH STREET (NB RAMP)	8125		X		STATE
5	C	IL ROUTE 83 / 55TH STREET (SB RAMP)	8126		X		STATE
6		US ROUTE 34 (OGDEN) / IROQUOIS AVE	9495		X		STATE
7		US ROUTE 34 (OGDEN) / NAPER BLVD	9605		X		STATE
8		US ROUTE 34 (OGDEN) / NAPERVILLE – WHEATON ROAD	10555		X		STATE
9		ARMY TRAIL RD / I-355 (EAST RAMP, NB)	12430		X		STATE
10		ARMY TRAIL RD / I-355 (WEST RAMP, SB)	12431		X		STATE
11		55 TH STREET AND COUNTY LINE ROAD	3840		X		STATE

Note A: Closed loop system (Signal location is part of a closed loop system)

Note B: Reserved

Note C: COUNTY to coordinate with STATE on network switch installation and configuration

EXHIBIT C (Continued)

PART 2: COUNTY SIGNAL ON STATE ATMS / CLOSED LOOP SYSTEMS

LIST #	NOTE	LOCATION	TS#	SIGNAL ON ATMS SYSTEM			AGENCY PERFORMING MAINT.
				STATE ATMS/CLS	COUNTY ATMS	OTHER	
1	A, C	63RD STREET / AMERICANA DRIVE	8111	X			DUPAGE
2	A, C	63RD STREET / CLARENDON HILLS RD	8110	X			DUPAGE
3	A	COUNTY FARM ROAD / WILLIAMS STREET	8663	X			DUPAGE
4	A, C	HOBSON RD / DOUBLE EAGLE DR	8692	X			DUPAGE
5	A, C	HOBSON RD / GREENE RD	8563	X			DUPAGE
6	A, C	MIDWEST RD / I-88 EB	8020	X			DUPAGE
7	A, C	PLAINFIELD RD / WILLOWBROOK (COMMERCIAL ACCESS, 1 st SIGNAL EAST OF IL ROUTE 83)	12363	X			DUPAGE
8	A, C	S. NAPERVILLE RD / W LOOP – E LOOP RD	8076	X			DUPAGE
9	A, C	S. NAPERVILLE RD / DANADA SQ	8045	X			DUPAGE
10	A, C	BLOOMINGDALE RD / SCHICK RD	8320	X			DUPAGE
11	A	COUNTY FARM ROAD / SAINT CHARLES ROAD	8383	X			DUPAGE
12	A	COUNTY FARM ROAD / ONTARIOVILLE RD	21530	X			DUPAGE
13	B	ROSELLE ROAD / CENTRAL AVE - MAIN ST	8635	X			DUPAGE

Note A: Closed loop system (CLS, Signal location is part of a closed loop system)

Note B: ATMS location

Note C: Signal Control is with CLS but an ATMS connection is configured and available upon demand

EXHIBIT C (Continued)**PART 3: COUNTY/STATE FIBER OR CONDUIT IN OTHER AGENCY'S RIGHT-OF-WAY**

TS #	NOTE	LOCATION	Fiber/Conduit Owner		Right-of-Way Jurisdiction	
			STATE	COUNTY	STATE	COUNTY
15255	B	IL ROUTE 38 / CARLTON AVE	X		X	
8225	B	IL ROUTE 38 / COUNTY FARM ROAD	X		X	
15261	B	IL ROUTE 38 / HAZELTON AVE	X		X	
15245	B	IL ROUTE 38 / MAIN STREET	X		X	
15240	B	IL ROUTE 38 / NAPERVILLE ROAD	X		X	
15260	B	IL ROUTE 38 / SADDLE RD	X		X	
15250	B	IL ROUTE 38 / WARRENVILLE RD / WEST ST	X		X	
6360	A	IL ROUTE 59 / 75TH STREET	Conduit	Fiber	X	
12310	A	IL ROUTE 59 / AUDREY AVE	Conduit	Fiber	X	
20620	A	IL ROUTE 59 / AURORA AVE / NEW YORK	Conduit	Fiber	X	
20635	A	IL ROUTE 59 / LA FOX AVE - FOX VALLEY ENT #1	Conduit	Fiber	X	
6089	A	IL ROUTE 59 / McCOY DR	Conduit	Fiber	X	
6090	A	IL ROUTE 59 / US 34 (OGDEN)	Conduit	Fiber	X	
12431	C	I-355 / ARMY TRAIL ROAD (SB Ramp) (SE Quad far back handhole to Ramp HH)	X			X
12430	C	I-355 / ARMY TRAIL ROAD (NB Ramp) (Ramp HH TO IL ROUTE 53 far back handhole)	X			X

Note A: Fiber cable (48SM) is utilized, owned, and maintained by the COUNTY. A separate fiber cable (48SM) and conduit system (within which COUNTY fiber resides) is utilized, owned, and maintained by the STATE. (Reference IDOT Contract #61H22)

Note B: Fiber cable (36F) and conduit system between these locations is owned and maintained by STATE. Multi-mode fibers 1-12 are utilized by the STATE and single-mode fibers 25 – 36 are utilized by the COUNTY. Single-mode fibers 13 – 24 are spare un-assigned fibers. (Reference IDOT Contract #61F05)

Note C: Fiber Cable (24F) and conduit system between these locations is owned and maintained by STATE. COUNTY is responsible to own and maintain any separate fiber cable, conduit, or wireless radio device which provides connectivity from County ATMS to the Illinois Tollway.

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