

9. Illinois Department of Transportation
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Agreement With Radio and Television Stations
and
Other Remote Traffic Information Users
TYPE "A" AGREEMENT
(Receiver-Only Terminals)

THIS Agreement made and entered into this ____ day of _____, 19____, by
and between the State of Illinois, Department of Transportation, (herein called IDOT) and
_____.

WHEREAS; in the interest of public comfort, convenience and safety, the motoring public
in the Chicago area should be provided with pertinent accurate data concerning traffic conditions
on expressways and other roadways in the Chicago area, and

WHEREAS; the radio and television stations serving the Chicago area have for years
provided public service traffic reports, including relaying traffic information from IDOT to the
motoring public, and

WHEREAS IDOT operates a real-time computerized traffic surveillance system
continuously monitoring traffic conditions on the most heavily traveled Chicago-area
expressways, and

WHEREAS; IDOT desires to disseminate timely and accurate traffic information to the
motoring public by providing radio and television stations and other users with regular and
frequent reports based on IDOT's computerized traffic surveillance information.

NOW THEREFORE, in consideration of the mutual promises, the parties agree as
follows:

- (1) IDOT agrees to connect, without charge, its existing traffic surveillance computer,
located at its Traffic Systems Center in Oak Park, with modems for phone lines serving
remote receive-only terminals.
- (2) IDOT further agrees to supply, without charge, the receive-only terminals with
expressway congestion reports on a continuous, 24-hour-a-day basis, as frequently as
every five minutes, whenever the IDOT surveillance computer system is working properly
and monitors congestion exceeding one mile for more than a five-minute period.
- (3) _____ agrees to provide and maintain, at its own expense, its
terminal(s), leased telephone line(s) and modem(s) with the IDOT Traffic Systems Center,
and any other software compatible with the IDOT traffic surveillance computer system.
- (4) _____ further agrees to use the traffic information with
timeliness and accuracy, commensurate with receipt from IDOT, with appropriate credit
to the Illinois Department of Transportation. As a minimum, radio traffic reports based on
IDOT information should include a statement during each "drive-time" period that the
traffic reports are "IDOT computer assisted".

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(5) _____ further agrees to provide IDOT with a technical contact person and with lists of all equipment tied into the IDOT connection, including the basic operational capabilities of such equipment, as well as lists of all secondary users, if any, of reports based on the IDOT information.

(6) _____ further agrees to train its traffic reporting personnel in the proper use and interpretation of the IDOT computerized traffic information, and, in cooperation with IDOT, to send such personnel for occasional briefings at the IDOT Traffic Systems Center in Oak Park.

(7) _____ further agrees to notify the IDOT Communication Center of any expressway traffic incidents it becomes aware of that IDOT may not be aware of.

(8) _____ further agrees to be solely responsible for providing backup traffic information during IDOT "downtime" periods, and agrees not to harass or badger IDOT personnel during such periods.

(9) _____ further agrees not to sell the IDOT information to other users, not to misrepresent the source of the IDOT information, and not to misrepresent the availability of IDOT reports to others.

(10) Both parties further agree that any "custom" terminal arrangements, or any variations to the preceding agreement terms, will be defined by a mutually accepted supplement to this agreement.

THIS agreement will be in full force for two (2) years, with the reserved right of the parties to extend this Agreement for subsequent two (2) year periods, subject to the same conditions as this original agreement. Thirty (30) days notice of either party's intention to exercise the above renewal option is a part of this Agreement. Either party may terminate this Agreement with cause by providing thirty (30) days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials.

IDOT

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STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

Agreement With Radio and Television Stations
and
Other Remote Traffic Information Users
TYPE "B" AGREEMENT
(Two-way Terminals)

THIS Agreement made and entered into this _____ day of _____, 19____, by
and between the State of Illinois, Department of Transportation, (herein called IDOT) and
_____.

WHEREAS; in the interest of public comfort, convenience and safety, the motoring public in the Chicago area should be provided with pertinent accurate data concerning traffic conditions on expressways and other roadways in the Chicago area, and

WHEREAS; the radio and television stations serving the Chicago area have for years provided public service traffic reports, including relaying traffic information from IDOT to the motoring public, and

WHEREAS IDOT operates a real-time computerized traffic surveillance system continuously monitoring traffic conditions on the most heavily traveled Chicago-area expressways, and

WHEREAS; IDOT desires to disseminate timely and accurate traffic information to the motoring public by providing radio and television stations and other users with regular and frequent reports based on IDOT's computerized traffic surveillance information.

NOW THEREFORE, in consideration of the mutual promises, the parties agree as follows:

(1) IDOT agrees to connect, without charge, its existing traffic surveillance computer, located at its Traffic Systems Center in Oak Park, with modems for phone lines serving remote two-way (transmit/receive) terminals.

(2) IDOT further agrees to supply the two-way terminals with expressway traffic information on a continuous, 24-hour-a-day basis, whenever the IDOT surveillance computer system is working properly.

(3) _____ agrees to provide and maintain, at its own expense, its terminal(s), keyboard(s), leased telephone line(s) and modem(s) with the IDOT Traffic Systems Center, and any other equipment needed or desired, all equipment to be hardware and software compatible with the IDOT traffic surveillance computer system.

(4) IDOT further agrees to make available to remote users, on a limited basis, access to computer ports, computer memory and software to allow keyboard call-up for at least three (3) traffic condition menu items.

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(5) _____ further agrees to assume its appropriate share of the cost, if and when IDOT determines that the number of system users requires additional computer ports, additional memory and/or additional software to properly support all remote users.

(6) _____ further agrees to use the traffic/information with timeliness and accuracy, commensurate with receipt from IDOT, with appropriate credit to the Illinois Department of Transportation. As a minimum, radio traffic reports based on IDOT information should include a statement during each "drive-time" period that the traffic reports are "IDOT Computer assisted"

(7) _____ further agrees to provide IDOT with a technical contact person and with lists of all equipment tied into the IDOT connection, including the basic operational capabilities of such equipment, as well as lists of all secondary users, if any, of reports based on the IDOT information.

(8) _____ further agrees to train its traffic reporting personnel in the proper use and interpretation of the IDOT computerized traffic information, and, in cooperation with IDOT, to send such personnel for occasional briefings at the IDOT Traffic Systems Center in Oak Park.

(9) _____ further agrees to notify the IDOT Communication Center of any expressway traffic incidents it becomes aware of that IDOT may not be aware of.

(10) _____ further agrees to be solely responsible for providing backup traffic information during IDOT "downtime" periods, and agrees not to harass or badger IDOT personnel during such periods.

(11) _____ further agrees not to sell the IDOT information to other users, not to misrepresent the source of the IDOT information, and not to misrepresent the availability of IDOT reports to others.

(12) Both parties further agree that any "custom" terminal arrangements, or any variations to the preceding agreement terms, will be defined by a mutually accepted supplement to this agreement.

THIS agreement will be in full force for two (2) years, with the reserved right of the parties to extend this Agreement for subsequent two (2) year periods, subject to the same conditions as this original agreement. Thirty (30) days notice of either party's intention to exercise the above renewal option is a part of this Agreement. Either party may terminate this Agreement with cause by providing thirty (30) days notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper officials.

IDOT

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