OPERATING AGREEMENT BETWEEN
THE ARIZONA DEPARTMENT OF TRANSPORTATION
THE CALIFORNIA DEPARTMENT OF TRANSPORTATION
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION
THE TEXAS DEPARTMENT OF TRANSPORTATION
FOR THE
INTERSTATE 10 CORRIDOR COALITION

This Operating Agreement promotes a positive relationship between the parties, the Arizona Department of Transportation, 206 S. 17th Avenue, Phoenix, Arizona, as authorized under A.R.S. 28-401(A); the California Department of Transportation, 1120 N. Street, Sacramento, California, as authorized under Government Code 6502; the New Mexico Department of Transportation, 1120 Cerrillos Road, Santa Fe, New Mexico, as authorized under NMSA 1978, Section 67-3-28; the Texas Department of Transportation, 125 East 11th Street, Austin, Texas, as authorized under Texas Transportation Code Section 201.110 (hereinafter the "Signatory States") for the Interstate 10 Corridor within the boundaries of the Signatory States including transportation facilities within reasonable proximity of I-10 ("Corridor" or "I-10 Corridor").

WHEREAS, on June 2, 2016, the Coalition, which consists of the Arizona Department of Transportation, the California Department of Transportation, the New Mexico Department of Transportation, and the Texas Department of Transportation, cooperatively signed a Charter for the Interstate 10 Corridor Coalition is attached as Exhibit A and proposed to cooperate with each other to alleviate congestion and improve mobility.

WHEREAS, the Coalition is specifically designed to serve as a model for the development of nationally and regionally significant corridors through a coordinated regional approach to planning, developing, financing, constructing, operating, and maintaining this corridor.

WHEREAS, the primary objectives of the Coalition are to explore the technical and operational feasibility of a multi-jurisdictional I-10 Corridor, develop a model for regional cooperation and interoperability that can be used in the Western region and potentially across North America through the development and support of technology, standards of practice and protocols to enable better movement of people and freight along the Corridor, and investigate public and key decision maker criteria for acceptance and share experiences and lessons learned to foster positive outcomes for U.S. Citizens.

WHEREAS, the Signatory States are interested in the reconstruction, expansion, and utilization of Intelligent Transportation Systems ("ITS") technology to accommodate future demand, efficiency and reliability in the I-10 Corridor.
WHEREAS, the I-10 Corridor is a major freight corridor in need of long-term investments to alleviate congestion, improve mobility, and improve system performance to provide safe and reliable travel for the freight.

WHEREAS, the Signatory States do not believe that gridlock is an inevitable fate and agree to work together to implement strategies to reduce congestion and improve mobility and connectivity along the Corridor.

NOW THEREFORE, the Signatory States express their mutual understandings and respective commitments to the development and management of the Corridor as follows:

1. Objectives

(a) The overall objectives of the I-10 Corridor Coalition are to create a connected corridor; improve the movement of people and freight; improve system performance and efficiency; encourage trade and economic growth, and share resources among Coalition members.

(b) The specific objectives of the Signatory States, as noted in their June 2, 2016 Charter, are to develop a model for regional cooperation and interoperability along a multi-jurisdictional I-10 Corridor through innovations in permitting, smart parking, platooning, and inspections; use of technology, standards of practice and protocols to enable better movement of people and freight along the Corridor; the engagement of the transportation manufacturing and technology sector.

(c) The Signatory States agree that the achievement of the overall objectives of the Coalition, and the specific objectives noted above, should serve as guiding considerations in the planning, development, financing, construction, operation and maintenance of the Corridor.

2. Vision for the I-10 Corridor

A connected I-10 corridor throughout the Signatory States that demonstrates improved safety and efficiency; improved movement of people and freight; expanded and coordinated interoperable technology deployment which increases value to the users, maintains and improves all the infrastructure assets within the corridor, provides for economic opportunity, and improves the quality of life for the motoring public.
3. **Multi-State Organization to Develop and Manage the I-10 Corridor**

(a) In order to facilitate a unified corridor approach, the Signatory States commit to work cooperatively to improve the Corridor, as set forth in this Agreement and the I-10 Corridor Coalition Charter dated June 2, 2016.

(b) Such cooperation will be reflected in an Operating Procedures/Memorandum of Understanding (MOU) among the Signatory States. The MOU sets forth how the Signatory States will accomplish the objectives of the Corridor Coalition through the implementation of the recommendations included in an I-10 Corridor Concept of Operations. The Signatory States agree to execute the MOU within ninety (90) days of receipt of the approved Concept of Operations document. The Signatory States further agree to share information, technology, and resources wherever appropriate, subject to each state’s applicable laws and proprietary legal restrictions.

(c) The Signatory States have established a Steering Committee comprised of each state’s respective DOT Director, Executive Director, or Cabinet Secretary that can represent, interact with, and coordinate with The United States Department of Transportation/Federal Highway Administration (USDOT/FHWA), local and private partners on behalf of the Signatory States. The Steering Committee shall be responsible for facilitating communications and cooperative efforts with respect to all Corridor implementation activities. The Steering Committee shall meet at least once annually, either by teleconference or in person. The Steering Committee shall have the authority to create additional committee and appoint additional committee members. The I-10 Corridor Coalition Organizational Structure, including a listing of Steering Committee members and Subcommittee members, is attached as Exhibit B.

(d) Each Steering Committee member may appoint a designee to act on his or her behalf, and who can fully represent the state and agency in the absence of the Steering Committee member.

(e) In the event one or more of the Signatory States no longer wishes to participate in the joint effort, the Steering Committee shall advise the other states and the USDOT/FHWA and provide a written assessment of the impact on the Corridor.

4. **Development and Operation of the Corridor**

Upon completion of the Corridor Concept of Operations, the Signatory States shall cooperatively establish development and operational goals to facilitate each Signatory States’ planning, development, financing, construction, operation, maintenance, and performance in the Corridor.
(a) The Signatory States agree to work together at a corridor level to address operational issues and to improve system performance and reliability. Each of the Signatory States will work with each other to take appropriate action to promote the development and management of the Corridor, including development and adoption of coordinated operational policies and procedures (e.g., permitting, smart parking, platooning, inspections, incident management, weather response and treatment, work zone planning and etc.) that are proactive and collaborative to promote seamless operation of the Corridor. The policies and procedures will be incorporated into each segment of the Corridor.

(b) The Signatory States will strive to provide consistency in maintaining and improving the Corridor, including consistent intelligent transportation systems and coordinated evacuation activities, subject to each State’s applicable laws and proprietary legal restrictions.

(c) The Signatory States agree to jointly develop a strategy to inform and engage Auxiliary Members (See Exhibit B), consisting of stakeholders directly impacted by proposed I-10 improvements in the Corridor. To the extent possible, existing communication processes will be used.

(d) The Signatory States shall continue to use their respective State design standards and policies where such guidelines exist as well as the AASHTO Design Guidelines. Where specific guidelines do not exist, the Steering Committee and Federal Highway Administration (FHWA) will cooperatively develop and adopt uniform design guidelines using sound engineering judgment as well as other publications and research in the consideration of safety, operational requirements, level of service, policies, regulations and standard procedures for the geometric design of highways, to include a review of life cycle costs, as well as size and weight requirements for any dedicated truck lanes that cross State lines. In addition and where appropriate given the specific parameters or constraints of projects within the Corridor that cross State lines, the Steering Committee may seek FHWA concurrence on exceptions to AASHTO Design Guidelines pursuant to 23 C.F.R. §625.3.

(e) The Steering Committee or their respective designees shall advise the individual Signatory States of any major planned projects in the Corridor that will impact traffic in an adjoining Signatory State.

(f) The Signatory States, for each construction/implementation project undertaken along the Corridor, shall consider, if feasible and allowed by the laws and restrictions of each State, the use of public-private partnerships and techniques to minimize construction time (e.g., design-build, cost plus time (A+B) bidding, lane rental, or other techniques as agreed by
all parties) which will accelerate project completion, control costs, and facilitate traffic management.

5. Innovations in Project Delivery and Finance

(a) The Vision of the Corridor as described in Section 2 of this Operating Agreement may benefit from the implementation of some form of direct pricing of travel along the Corridor where applicable. Consequently, the Signatory States will evaluate the merits of innovative financing mechanisms and project delivery mechanisms relative to traditional approaches. The Signatory States shall endeavor to incorporate asset management principles in the planning and delivery of capital improvements, construction, operation, performance, maintenance and preservation of the Corridor. The Signatory States will engage the private sector to examine ways of sharing risks between the public and private entities to the extent each State’s laws allow.

To the extent multiple public or private entities are involved or utilized in the implementation of this Agreement, all parties agree that each Signatory State shall require the private entities to list each Signatory State in which the work is performed as an additional insured party on any and all applicable insurance coverage contracts.

Each Signatory State shall require private entities and contractors to defend, indemnify and hold harmless all Signatory States in which the work is performed, along with each State’s departments, agencies, boards, commission, officers, officials, agents and employees, from and against any and all claims, actions, liabilities, damages, losses or expenses that relate to matters involving this Agreement and related agreements that are caused, in whole or in part, by the errors, omission or negligent acts of the private entity or contractor or their officers, agents, employees or subcontractors.

(b) To the extent permissible under Federal and respective State laws and State policies, and consistent with the scope and vision of the Corridor projects, each of the Signatory State agrees to incorporate the flexible use of innovative project delivery and financing methods, including public-private partnerships, open-road tolling, and congestion pricing in the operation of the Corridor.

(c) To the extent permissible under Federal and respective State laws and State policies, the Signatory States agree to consider and recommend appropriate and necessary legislative changes needed to accommodate the use of non-traditional project delivery, finance and operation mechanisms for the Corridor.
6. **Project Implementation**

(a) The Signatory States agree to communicate with each other regarding the specific projects, and their schedules, that each proposes to be undertaken to accomplish the Vision for the Corridor.

(b) The Signatory States have agreed to develop a Concept of Operations. The Concept of Operations document will include a proposed method and schedule for implementing the projects to be carried out along the Corridor in accordance with this Section. The consensus of a majority of the States shall not be required for the development of the Implementation Schedule, it being understood that, even absent agreement by other Signatory States, any Signatory State shall be entitled to have its projects, activities and financing requirements included within the Implementation Schedule on a schedule and other terms acceptable to that Signatory State.

(c) In identifying and scheduling the projects, consideration will be given, but not limited, to the following factors:

(i) Compatibility with the strategic vision for the Corridor;

(ii) Identified capacity, safety, preservation, or operational issues;

(iii) Ability to address issues;

(iv) Benefits and costs of the project;

(v) Probability or pace of implementation (speed of return on investment);

(vi) Capacity to optimize operational efficiency;

(vii) Aggregating of individual projects, such that their combined benefit is greater than each project's independent utility; and

(viii) Coordination of bottleneck removal, evacuation plans, tolling and its enforcement, real time travel communication and other coordinating activities.

(d) The Implementation Schedule shall be developed no later than 90 days following the receipt of the approved Concept of Operations document and execution of the Operating Agreement. The Implementation Schedule shall be attached hereto, once developed, and incorporated herein as **Exhibit C**.
(e) The Implementation Schedule shall include the following (the term "project" includes physical construction/maintenance, operational improvements, technology deployment, policy changes, and legislative/regulatory changes):

(i) High level description of the projects;

(ii) Identification of activities to be carried out to deliver the projects;

(iii) Timing and source of funding for the projects;

(iv) Identification of the entity responsible for each project; and

(v) Estimated costs of the projects.

(f) Each Signatory State commits to use its best efforts to pursue the achievement of the activities identified in the I-10 Corridor Integration/Implementation Plan (Work Plan) to the extent feasible and permissible under and Federal or State statute, regulation, or policy. The Signatory States also agree to use their best efforts to commit to the project schedule once it is identified and accepted by the Signatory States.

7. Environmental Stewardship

(a) The Signatory States shall endeavor to incorporate innovative methods for completing the environmental review process quickly and effectively.

(d) Each State will be responsible for the environmental review and approval of projects within the individual State.

8. Performance Objectives and Measures

(a) The Signatory States agree to work with the USDOT/FHWA to develop performance objectives for the entire Corridor.

(b) In furtherance of providing drivers a superior driving experience, the Signatory States agree to develop specific performance measures prior to operational phase to be used to define the success of the Corridor. The specific measures shall include, but are not limited to, travel time and reliability.

(c) The Signatory States' Steering Committee agrees to develop a performance plan that pursues the performance objectives developed pursuant to Section 8(a). The plan shall
include (i) operations and management performance goals and expectations, and (ii) methods to measure travel time and reliability.

(d) The USDOT/FHWA will continue, to the extent possible, provide guidance, technical assistance, and training to advance the state-of-the-practice of system performance measurement.

(e) The goals and measures will be used by the Signatory States to identify areas for performance improvement and made publicly available to demonstrate success in achieving them.

9. Reporting

Each Signatory State agrees to provide an annual report on the performance of the Corridor within its boundary and the implementation of the work in the Implementation Schedule, to the Steering Committee beginning one year after the effective date of the MOU and annually thereafter.

10. Limitations

(a) Nothing in this Operating Agreement will be construed as affecting the authorities of the Signatory State or as binding beyond their respective authorities or to require any of the participants to obligate or expend funds in excess of those mutually agreed to by all Signatory States specifically for this Corridor by the U.S. Congress or through discretion by USDOT. None of the Signatory States shall incur any liability to any of the other Signatory States simply by reason of the failure of such Signatory State to satisfy any of the provisions of this Operating Agreement, which is intended simply to provide a general framework for the cooperative implementation of improvements within the Corridor. Further, this Operating Agreement shall not be construed to bind any of the Signatory States to any action that may be in contravention to its interests or applicable law or in excess of its authority. All commitments by a Signatory State pursuant to this Operating Agreement are expressly subject to its obtaining all requisite approvals, authorizations, appropriation and allocations under applicable laws, policies, procedures and regulations.

(b) Nothing contained in this Operating Agreement shall be construed as a defense against any future statutory or regulatory requirement.
11. **Termination**

(a) The Signatory States may terminate this Operating Agreement by mutual written agreement.

(b) Together the Signatory States may terminate their involvement in this Operating Agreement unilaterally by giving thirty (30) days written notice to the USDOT. The notice shall identify any outstanding Corridor obligations and shall set forth a plan to mitigate any materially adverse impacts to the Operating and management of the Corridor.

(c) Any of the Signatory States may terminate its involvement in this Operating Agreement unilaterally by giving thirty (30) days’ written notice to the other Signatory States and the USDOT.

(d) Termination of this Operating Agreement shall not adversely affect any projects otherwise authorized as of the date of termination request.

12. **Addition of Participating States**

(a) If determined appropriate for the development of the Corridor, the Signatory States shall work together to encourage non-participating States (Louisiana, Mississippi, Alabama and Florida) to become Parties to this agreement, and shall welcome expressions of interest from those States with the goal to expand the geographic development of the Corridor.

(b) A non-participating States (Louisiana, Mississippi, Alabama and Florida) may become a participating State by agreement of the Signatory States as reflected in an amendment to this Operating Agreement.

13. **Coordination with the I-10 Corridor Coalition Charter Document**

The activities described in this Operating Agreement shall be coordinated with the activities outlined in the Charter for the I-10 Corridor Coalition, which is attached as Exhibit A.
14. Amendments

This Operating Agreement may be amended at any time by written agreement of the Signatory States with 30 days review and acceptance by all.

15. Authority to Enter Operating Agreement

By signing the Operating Agreement on behalf of the Signatory State, the signer represents that he or she has the authority to execute and deliver this Operating Agreement on behalf of the Signatory States.

16. Successors and Assigns

This Operating Agreement shall apply to the Signatory States and their respective successors and assigns.

17. Announcement of Operating Agreement

No pronouncement or public release regarding this Operating Agreement shall be issued until all signed Parties have signed this Operating Agreement.

18. Original Copies

This Operating Agreement shall be prepared in duplicate original copies so that each Signatory State has an original copy. The Signatory States shall execute, deliver, and provide such additional agreements, documents, and instruments as reasonably required from time to time to effectuate the intent of this Operating Agreement.

IN WITNESS WHEREFORE, the Signatory States hereto have caused this Operating Agreement to be duly executed in duplicate as of the day and year last written below, either on multiple original documents or via multiple counterparts through facsimile, which, when taken together, shall constitute one and the same instrument.
THE ARIZONA DEPARTMENT OF TRANSPORTATION

By:  
John Halikowski  
Director  
Arizona Department of Transportation

Date: 11-29-17
By: Malcolm Dougherty
   Director
   California Department of Transportation

Date: 11/21/2017
THE NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: [Signature]

Tom Church
Cabinet Secretary
New Mexico Department of Transportation

Date: 11/21/17
By: James Bass
Executive Director
Texas Department of Transportation

Date: 11/27/17
EXHIBIT A

[I-10 CORRIDOR COALITION CHARTER (provided as a separate document)]
1.0 Introduction
The I-10 Western Connected Corridor Coalition (herein called the Coalition) is a voluntary coalition of state Departments of Transportation that are committed to a multi-jurisdictional coordination, organized around a common agenda and facilitated through a cooperative support structure. The geographic boundary of the Coalition will encompass the corridor along Interstate 10 throughout the states of California, Arizona, New Mexico, and Texas. This Charter is for organizational purposes; additional, project-specific agreements will require separate documents.

1.1 Authority of States to Enter into this Agreement
Actions which will be taken under this agreement are in compliance with all participating state laws and regulations, as well as any related federal laws. No authority is granted under this agreement to exercise powers not already granted and in effect in the absence of this agreement. Each state must also have authority to enter into this agreement as outlined in 1.1.a through 1.1.d, below.

1.1.a Arizona Authority is granted under Arizona Revised Statutes (A.R.S.) Section 28-401(A): The department may contract under title 11, chapter 7, article 3 with a state public agency in this state or any other state if the general welfare of this state shall be promoted and protected and if not in conflict with any other law.

1.1.b California Authority is granted under Government Code 6502 which authorizes Caltrans to enter into a Joint Powers Agreement with out of state agencies to be used as a legal authority along with Streets and Highways code section 100.6.

1.1.c New Mexico Authority is granted to enter into agreements with other states in NMSA 1978, Section 67-3-28.

1.1.d Texas Authority is granted under Texas Transportation Code Section 201.110.

2.0 Vision and Goals
The Coalition’s Vision is a connected corridor throughout the four states. This corridor will employ the transportation expertise of the states collectively to enable resource sharing, joint testing, and economies of scale, while applying best practice protocols to improve safety and efficiency along the corridor, improve freight and passenger movement, expand and coordinate the use of technology along the corridor and promote cooperative planning. The Coalition members share the following goals:

- Explore the technical and operational feasibility of a multi-jurisdictional I-10 corridor.
- Develop a model for regional cooperation and interoperability that can be used in the Western region and potentially across North America.
- Develop technology, standards of practice and protocols to enable better freight movement along the corridor, in areas including but not limited to permitting, parking, platooning and inspections.
- Develop technology, standards of practice and protocols to enable better passenger movement along the corridor, in areas including but not limited to connected vehicle information sharing (V2V/V2I).
- Engage the transportation manufacturing and technology sector to participate fully in the development of
products and services to be tested as part of this deployment.

- Investigate public and key decision maker criteria for acceptance and share experiences and lessons learned to foster positive outcomes.

3.0 Purpose of the I-10 Western Connected Corridor Coalition

The primary purposes for forming the Coalition include the following:

**Expertise:** Transportation agencies must be prepared for the growing technology wave and demand for intelligent transportation systems to be deployed on the nation's highways. Expertise and preparedness for these new technologies and the associated policy choices must be developed within and among transportation agencies. The implementation of systems based on national standards should increase interoperability, ensure cost effective procurement in a competitive environment, and improve the effectiveness of systems across the nation.

**Resource-sharing:** Several agencies acting together can accomplish more than several agencies acting alone. This is especially true in the case of a transportation corridor that serves many states. Resource-sharing and interagency financial contributions will allow the Coalition to fund research efforts, projects, and other matters of mutual interest. Coordination and sharing amongst Coalition members will also conserve precious state funding by avoiding duplicative work. Opportunities for resource sharing will be determined on a case-by-case basis and to the mutual agreement of the participating Coalition members.

**Economies of Scale:** Implementation of a Connected Corridor will be complex regardless of the technologies selected, and the administrative costs may be higher than the current systems. A multi-jurisdictional approach to implementation can lead to cost savings through economies of scale and avoidance of duplicative handling and administrative overheads.

**Joint Testing:** Testing and piloting of technology and operations related activities may be conducted over the entire corridor where vehicles may potentially travel. Participating jurisdictions along the corridor may benefit from pilot projects that test issues such as interoperability policies for data exchange and remittance of revenues to the proper jurisdiction. Additionally, regional agreement on technology standards may allow certification by a single entity to be recognized amongst the Coalition members and participating jurisdictions thereby providing greater efficiency, cost savings and consistency.

**Best Practices:** As Coalition members examine the technology systems and conduct demonstrations or systems tests, their discoveries and lessons learned can be recorded and shared with other members as part of a community of practice. Value can be derived from multiple jurisdictions participating in a common research project.

5.0 Guiding Principles

The following principles guide the creation of this Charter, the organizational structure, governance, duties, and operating procedures of the Coalition:

- Coalition members will develop and be guided by a common agenda, as initially reflected in this Charter.
- Coalition members will develop shared measurement systems to measure and report progress/success.
I-10 WESTERN CONNECTED CORRIDOR COALITION
Organizational Charter

• Coalition members will undertake a common work plan, and share information and lessons learned from their separately sponsored (but mutually reinforcing) activities.
• Coalition members will commit to continuous communication and active participation in all workshops, meetings and activities.
• Coalition members will develop and provide adequate organizational support.
• Coalition members will pool their time, talent and financial resources to achieve common goals.
• This Charter is for organizational purposes; additional, project-specific agreements shall require separate documents.

6.0 Organizational Structure

6.1 Steering Committee:
For the purpose of taking formal action, including adoption of the operating procedures, each coalition member shall be represented by its Director or Cabinet Secretary or his/her designee. These individuals shall constitute the Steering Committee for the I-10 Western Connected Corridor Coalition. The Steering Committee shall have the authority to appoint additional committees. Specific committees will be defined within the Operating Agreement. The Steering Committee shall meet at least once annually, either by teleconference or in person.

6.2 Membership Requirements
Initial Coalition Membership shall consist of the four states (Arizona, California, New Mexico, and Texas) through which the I-10 corridor passes. Additional Coalition members may be added subject to Steering Committee approval.

Members shall commit to (1) adopting this Charter by signature or other written intent to join the Coalition signed by the jurisdiction's transportation agency at the highest level of executive authority; (2) providing joint funding through interagency agreements or financial participation in a Transportation Pooled Fund Program created to facilitate the Coalition; and (3) participating regularly in the Coalition's Steering Committee (described in Section 6.1).

6.3 Membership Expectations and Requirements
The Coalition is envisioned as a collaborative effort in which each state's time, talent and funding is committed to the good of the whole. Coalition members are expected to contribute to the costs of the identified work plan, task orders and deliverables to the greatest extent possible. Some states may be asked to provide staff and administrative support, as appropriate, in order to sustain the Coalition and its work.

Each Coalition Member shall contribute to any general administrative costs of the Coalition through funding allocations to be approved at meetings of the Coalition's Steering Committee. The Coalition shall strive to keep such costs as reasonable as possible, relying on in-kind contributions of members to the greatest extent practicable. Annual contributions to the potential Transportation Pooled Fund may serve as the primary funding mechanism for any shared support costs.
6.4 Funding Requirement

Member contributions shall fund the Coalition’s activities, including but not limited to: (1) administrative and operational costs; (2) meeting costs for the Steering Committee and any subcommittees; and (3) costs associated with completing any jointly funded projects or tasks identified in the Work Plan. Members can expect that private sector partners will also contribute funding or provide in-kind cost share contributions to the project to minimize costs. Annual funding amounts will be addressed in the Operating Agreement, which will be a separate agreement between the States.

All applicable and appropriate state laws pertaining to procurement and bidding shall be followed; where applicable, all laws and regulations pertaining to Public-Private Partnerships shall likewise be followed.

7.0 Governance

7.1 Operating Procedures

The Steering Committee shall adopt Operating Procedures that further define policies and procedures as deemed appropriate, including establishment of any subcommittees of the Steering Committee.

7.2 Voting Rights

Whenever possible, decisions will be made by consensus. If the Steering Committee determines that a decision requires a vote, each member shall have one voting seat on the Steering Committee with a majority vote required to pass the decision. Committee members may vote by proxy, subject to at least 24 hours advance notice to the Committee Chair.

7.3 Amendments

When possible, amendments, such as the addition of additional members to the Coalition, to this Charter will be made by consensus of the voting membership. If circumstances require amendments to be made by voting, a majority vote of the voting membership will be required. If a quorum is not present the entire membership shall be polled.

8.0 Duties

8.1 Work Plan and Budget

Each year the Steering Committee shall develop a work plan. The work plan may include specific projects, tasks, and deliverables, and that a corresponding fund may be agreed upon to fund the specific projects, tasks and deliverables. In consultation with the Program Administrator, the Steering Committee shall prepare a budget to support the Work Plan.

8.2 Program Administration

A single member shall be designated as “Program Administrator” and shall serve as the fiscal agent for the Coalition.
Concerns or complaints regarding the Program Administrator or its actions shall be brought to the attention of the entire Steering Committee for appropriate action.

8.3 General Support
The Program Administrator shall be responsible for (1) managing the member contributions, including any contributions made pursuant to a TPF Program; (2) ensuring the timely payment of vendors and consultants; (3) providing appropriate reimbursements for members' authorized expenditures; and (4) providing all required reports, including any TPF Program reports to FHWA and TPF participants.

8.4 Management Budget
The Program Administrator shall be responsible for administering a Management Budget, which may include travel and per diem payments for active participants or their designated representatives. Per diem and travel policies shall be administered consistently for each Coalition member, and shall be further detailed in the Operating Procedures or as separately issued policies.

The Program Administrator shall report all expenditures, regardless of amount, to the Steering Committee. The reports shall be included in Steering Committee minutes.

9.0 Operating Procedures
The Steering Committee shall adopt a set of draft initial Operating Procedures following the adoption of this Charter. The Steering Committee may subsequently amend the Operating Procedures upon majority vote of the members.

John Halikowski, Director
Arizona Department of Transportation

Malcolm Dougherty, Director
Caltrans

Tom Church, Cabinet Secretary
New Mexico Department of Transportation

James Bass, Executive Director
Texas Department of Transportation
EXHIBIT B

[I-10 CORRIDOR COALITION ORGANIZATIONAL STRUCTURE]
I-10 Corridor Coalition Organizational Structure

Steering Committee (Board of Directors)

The I-10 Corridor Coalition has established a Steering Committee, which has the authority to take formal actions on behalf of the Corridor Coalition. The Steering Committee is composed of the following representatives:

<table>
<thead>
<tr>
<th>State</th>
<th>Steering Committee Representative</th>
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</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>John S. Halikowski, ADOT Director</td>
</tr>
<tr>
<td>California</td>
<td>Malcolm Dougherty, Caltrans Director</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Tom Church, NMDOT Cabinet Secretary</td>
</tr>
<tr>
<td>Texas</td>
<td>James Bass, TxDOT Executive Director</td>
</tr>
</tbody>
</table>

I-10 Corridor Coalition Steering Committee Designees

As allowed in the I-10 Corridor Coalition Organizational Charter, section 6.1, the Director or Cabinet Secretary for each of the State Departments of Transportation may appoint a designee, who will represent the Director or Cabinet Secretary and will have his or her decision-making authority with respect to the I-10 Corridor Coalition. The Designee will also have responsibilities for finance, administration, and governance for the Coalition. The designees for each of the states are:

<table>
<thead>
<tr>
<th>State</th>
<th>Steering Committee Designee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>Brent Cain, TSM&amp;O Division Director</td>
</tr>
<tr>
<td>California</td>
<td>Jesse Blullar, Head Quarter, Traffic Operations</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Paul Sittig, Technical and Freight Planning Supervisor</td>
</tr>
<tr>
<td>Texas</td>
<td>Bill Hale, Chief Engineer</td>
</tr>
</tbody>
</table>

Subcommittees of the Steering Committee

As allowed in the I-10 Corridor Coalition Organizational Charter, section 7.1, the Steering Committee establishes the following subcommittees and working groups: Technical Subcommittee; Transportation Systems Management and Operations (TSM&O) Subcommittee; and Communications Working Group, as detailed below.
**Technical Subcommittee.** This subcommittee is tasked with the technical responsibilities for the I-10 Corridor Coalition, to include the Operating and implementation of the Concept of Operations for the Coalition, as well as any future projects to be carried out throughout the corridor. The designees for each of the states are:

<table>
<thead>
<tr>
<th>State</th>
<th>Technical Subcommittee Designee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>Reza Karimvand, Systems Technology, TSM&amp;O Division</td>
</tr>
<tr>
<td>California</td>
<td>Stan Slavin, Division of Traffic Operations</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Charles Remkes, NMDOT ITS Bureau Chief</td>
</tr>
<tr>
<td>Texas</td>
<td>Darran Anderson, Director of Strategy and Innovation</td>
</tr>
</tbody>
</table>

**Transportation Systems Management and Operations (TSM&O) Subcommittee.** This subcommittee is tasked with ensuring that the Transportation Management Centers (TMCs)/Transportation Operation Centers (TOCs) share operations information and communications. The designees for each of the states are:

<table>
<thead>
<tr>
<th>State</th>
<th>TSM&amp;O Designee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>Derek Arnson, Traffic Management Group, TSM&amp;O Division</td>
</tr>
<tr>
<td>California</td>
<td>Joseph Rouse, Division of Traffic Operations</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Charles Remkes, NMDOT ITS Bureau Chief</td>
</tr>
<tr>
<td>Texas</td>
<td>Michael Chacon, Director of Traffic Operations Division</td>
</tr>
</tbody>
</table>

**Communications Working Group.** This working group is responsible for developing the communications strategy for the Coalition and the branding of the Coalition’s media outreach, including social media. The designees for each of the states are:

<table>
<thead>
<tr>
<th>State</th>
<th>Communications Designee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>Tim Tait, Communications Director</td>
</tr>
<tr>
<td>California</td>
<td>Tamie McGowan, Assistant Director, Public Affairs</td>
</tr>
<tr>
<td>New Mexico</td>
<td>Emilee Cantrell, Chief Public Relations Officer</td>
</tr>
<tr>
<td>Texas</td>
<td>Bob Kaufman, Director of Communications &amp; Customer Service</td>
</tr>
</tbody>
</table>
**Auxiliary Members.** This group is composed of non-state DOT members who will be affiliated with the Coalition. The group includes representatives from public safety, metropolitan planning organizations, and other associated transportation agencies that will benefit by being affiliated with the Coalition. Auxiliary Members (or nominees) for each state are:

<table>
<thead>
<tr>
<th>State</th>
<th>Auxiliary Members</th>
</tr>
</thead>
</table>
| Arizona         | Federal Highway Administration, Arizona Division  
                  Arizona Department of Public Safety  
                  Maricopa Association of Governments  
                  Pima Association of Governments  
                  AZTech Partnership  
                  Arizona State Land Department  
                  Gila River Indian Community  
                  Colorado River Indian Community  
                  Tohono O’odham Nation                                                                 |
| California      | Federal Highway Administration, California Division  
                  California Highway Patrol  
                  Department of Motor Vehicles  
                  Southern California Association of Governments  
                  Los Angeles County Metropolitan Transportation Authority  
                  San Bernardino County Transportation Commission  
                  Riverside County Transportation Commission                                                                 |
| New Mexico      | Federal Highway Administration, New Mexico Division  
                  New Mexico Department of Public Safety  
                  Mesilla Valley Metropolitan Planning Organization  
                  Southwest Regional Transportation Planning Organization  
                  South Central Regional Transportation Planning Organization  
                  New Mexico State Land Office                                                                 |
| Texas           | Federal Highway Administration, Texas Division  
                  Texas Department of Public Safety  
                  Texas Department of Motor Vehicles  
                  Association of Texas Metropolitan Planning Organizations (TEMPO)                                                                 |
EXHIBIT C

[IMPLEMENTATION SCHEDULE]

(TBD)
FY2019 Proposed Work Plan and Budget

The Steering Committee is responsible for the development and adoption of the budget to support the efforts of the I-10 Corridor Coalition Work Plan.

The majority of FY2019 funding will be used for the I-10 Corridor Integration and Implementation Report which includes: Implementation Phasing and Priority, System Requirements, High Level Design, and Detailed Design and Integration Process. The FHWA Pooled Fund program will be the funding mechanism for this Report.

Implementation Phasing and Priority Element - based on the recommendations outlined in the I-10 Corridor Concept of Operations Plan, priority projects should be identified and phased. Projects should be phased and key interfaces should be identified and defined to ensure integration as each project is developed and implemented.

System Requirements include the development of a validated set of requirements that meet the Auxiliary Members’ needs. This includes functional requirements, functional specifications, interfaces, and applicable standards from the Architecture Reference for Cooperative and Intelligent Transportation (ARC-IT) (formerly known as the National ITS Architecture). The system requirements will include a Project Architecture which conforms to ARC-IT. Applicable policies, regulations by state, and constraints will be documented in the system requirements. The system acceptance testing plan and operations and maintenance plan will be a part of the system requirements.

High-level design that defines the overall framework for the project will be developed, conforming to the system requirements. This design defines key interfaces which facilitate development, integration and future maintenance. The high level design supports hardware and software development for the project. In addition, subsystems of the project will be identified and divided into further components that meet the criteria defined in the system requirements.

Integration process, confirms that the hardware and software components meet the design specifications and can be fully integrated within each of the identified subsystems. This process will make certain that the subsystems fit together and are developed systematically for integration and meet the challenges and complexities of assembling an ITS system of this magnitude.

The Report will verify project feasibility and identify preliminary risks. Alternative concepts and evaluation criteria will be defined in this report. The Steering Committee will review results and make final decision on the selected system alternative(s).
The Signatory States hereto agree to and acknowledge the following: The estimated monetary amount referenced in the proposed budget to complete I-10 Corridor Integration and Implementation Report is subject to change before completion of the “Report”. Therefore, if the expenses for the Report exceed the estimated amount, the Signatory States shall accept the financial responsibility based on percentage required for each State (e.g., Arizona 24% of the total cost, California 32% of the total cost, New Mexico 12% of the total cost and Texas 32% of the total cost) to secure resources to fully fund the completion of the Report.

Proposed budget contributions for Fiscal Year 2019

<table>
<thead>
<tr>
<th>State</th>
<th>Contribution to Budget, FY 2019</th>
<th>Percent Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arizona</td>
<td>$300,000.00</td>
<td>24%</td>
</tr>
<tr>
<td>California</td>
<td>$400,000.00</td>
<td>32%</td>
</tr>
<tr>
<td>New Mexico</td>
<td>$150,000.00</td>
<td>12%</td>
</tr>
<tr>
<td>Texas</td>
<td>$400,000.00</td>
<td>32%</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$1,250,000.00</td>
<td>100%</td>
</tr>
</tbody>
</table>