

**Partnership Agreement  
For**

**Springfield, Missouri Regional ITS**

**ITS Partnership Agreement  
between  
The Federal Highway Administration  
and  
The Missouri Department of Transportation**

**Project No. ITS-0429(801)**

The purpose of this agreement is to award a grant of Federal assistance to the State for specific Intelligent Transportation Systems (ITS) activities, and to maximize the involvement of the State and other project participants in the ITS program, as authorized by the Transportation Equity Act for the 21st Century (TEA-21), P.L. 105-178, Sections 5201-5213 (23 USC 307 note). The parties to this agreement are independent contracting parties, and nothing in this agreement shall be deemed to create a business partnership for purposes of sharing profits and losses.

- 1. Federal ITS Funds:** By executing this Agreement, the Government agrees, in accordance with TEA-21 Section 5208(g)(1), to reimburse the State with *Federal ITS Deployment Program funds* for a maximum of 50 percent of the allowable costs incurred in the performance of work under this ITS Partnership Agreement. The State shall be reimbursed for allowable costs incurred in the performance of work under this agreement in an amount not to exceed \$1,723,164.

**1.1 Maximum Federal Share:** In accordance with TEA-21 Section 5208(f)(2), the maximum share of *all Federal funding* for this project is not to exceed 50 percent of the cost of the activity. Thus the Federal funds must be matched at a minimum 50/50 (Federal/non-Federal) ratio, resulting in a matching share valued at not less than \$1,723,164. Reimbursement will follow regular Federal-aid billing and payment procedures in accordance with 23 C.F.R. Part 140.

**1.2 Matching Share:** The State shall match the Federal funds with at least 20 percent of the allowable costs. The 20 percent matching share must be from non-Federally derived funding sources and must consist of cash, substantial equipment contributions that are wholly utilized as an integral part of the project, or significant personnel services dedicated to the ITS Integration project for a substantial period. Such personnel costs are allowable only if not otherwise supported with Federal funds. The non-Federally derived funding

may come from State, local government, or private sector partners. No fee payable to a project partner shall be allowed as part of the matching share. This provision does not prohibit appropriate fee payments to vendors or others who provide goods or services to the project. It also does not prohibit business relationships with the private sector which result in revenues from the sale or provision of ITS products or services.

**1.3 Other Project Funding:** The State shall arrange for financing of the remaining costs of the project. The remaining costs may be funded from a variety of sources, including State or local government funds, private sector contributions and Federally-supported projects directly associated with the proposed integration project.

- 2. Goals and Objectives:** The State shall work to accomplish the following goals and objectives (where goals represent high-level descriptions of what the project will accomplish and objectives define specific actions that can be used as metrics for determining progress towards the goals).

The goals for this project are:

Deployment of a Regional Intelligent Transportation system that:

- 1) Achieves Arterial and Freeway Management
- 2) Supports Incident and Congestion Management, within the City of Springfield and along major corridors between the City of Branson and Springfield
- 3) Supports Advance Traveler Information for travelers within the City of Springfield and along major corridors between the City of Branson and Springfield
- 4) Establish a new Regional Transportation Management Center.

Objectives that define the progress toward achieving the goals:

- 1) Design and construction of a new fully-integrated multi-agency regional Transportation Management Center.
- 2) Integration of network components to operate the ATMS software.
- 3) Integration of field devices and installation of arterial and freeway dynamic message signs for traveler information and use as part of the statewide AMBER program.
- 4) Deployment of CCTV, detector stations and related communication devices in select areas for ATIS and to improve detection, response time and system efficiency to address incidents.

- 3. Responsibilities of the State:** In conformance with approved Work Orders (See Section 10 below), the State shall perform or cause to be performed the following:
- a. Activities as described in the attached Work Plan (See Section 4)
  - b. Ensure conformance with ITS Architecture and standards (See Sections 5 and 6)
  - c. A local evaluation and a local evaluation report (See Section 7)

- d. Inclusion of the project in the metropolitan or Statewide Transportation Improvement Program, as applicable, and in State air quality implementation plans, as appropriate.
4. **Work Plan:** The State shall develop a Memorandum of Understanding (MOU) executed by the partnership organizations, an overall project Work Plan, schedule, and budget including the minimum 20 percent non-Federal match requirement, for approval by the Federal Highway Administration (FHWA) Division and/or Federal Transit Administration (FTA) Regional Office. The MOU, Work Plan, schedule, and budget shall become part of this signed agreement and attached as the last appendix, Appendix C.

[MOU, WORK PLAN, SCHEDULE, AND BUDGET ATTACHED TO AGREEMENT BY STATE AS APPENDIX C]

5. **ITS Architecture Conformance:** The proposed integration project shall identify how ITS architecture development activities will be incorporated into the project. Regional ITS architecture requirements depend upon the existence of a regional ITS architecture and the designated funding level from this program. Project level ITS architecture requirements depend on the existence of a regional ITS architecture. Both regional ITS architectures and project level ITS architectures shall be based on a systems engineering analysis.
  - a. *If a regional ITS architecture exists (or is currently under development), then (1) the proposed integration project shall identify which parts of the regional ITS architecture the proposed project will implement and (2) the project will be designed in accordance with the regional ITS architecture. The regional ITS architecture shall be updated, as necessary, to reflect the specifics of the proposed project.*
  - b. *If a regional ITS architecture does not exist (and is not currently under development) and the proposed project is to receive more than \$300K in funding (after takedowns) from this program in FY01, then (1) a project level ITS architecture shall be developed and the project will be designed in accordance with the project level architecture and (2) the development of a regional ITS architecture shall be initiated within one year of obligation of funds. Funding from this program may be used for these project level and regional ITS architecture development activities. The National ITS Architecture shall be used as a resource in the development of the project level and regional ITS architecture.*
  - c. *If a regional ITS architecture does not exist and the project is to receive less than \$300K in funding (after takedowns) from this program in FY01, then a project level ITS architecture shall be developed and the project will be designed in accordance with the project level ITS architecture. Initiation of regional ITS architecture development activities is not required at this point but is strongly encouraged.*
6. **Standards:** If the project is able to determine which ITS standards will be used in the

project, or if the project includes deployment of Changeable Message Signs/Dynamic Message Signs (CMS/DMS) as part of an America's Missing: Broadcast Emergency Response (AMBER) program, submit a standards plan. If a standards plan is not submitted with the project proposal, and a standards strategy is included, then the standards plan shall be submitted and approved by the FHWA Division Office or FTA Regional Office prior to the project reaching final design. The standards plan includes a detailed approach for implementing specific standards, listing application areas and specific components of the standard(s) to be used, identification of the process/analysis used to select the standards and a rationale for standards not selected as relevant to the project.

7. **Local Evaluation Report:** A Local Evaluation Report shall include a documentation of the lessons learned in meeting project goals and objectives (see Section 2). The report shall address those key aspects of the project evaluated, and to the extent possible, assess impacts on the relevant outcome measures as discussed in the *TEA-21 Evaluation Guidelines*. In addition, the Local Evaluation Report package will also include documentation on (1) two or more of the evaluation products/activities identified in the program guidance and (2) the projects cost accounting data. The report will contain an executive summary.

An ITS Integration Program self-evaluation progress system has been developed to assist the ITS Join Program Office in tracking deliverables. The system is accessible via the World Wide Web at <http://www.itsevaluation.net>. Each Earmark project should access this Web site to upload project deliverables, including the Local Evaluation Report and cost information, and project points of contact information.

8. **Participation in Evaluations and/or Standards Testing of National Interest:** Those Projects determined by the U.S. DOT ITS Joint Program Office (JPO) to be unique or nationally significant will cooperate with and participate in all phases of the Government's evaluation and/or standards testing program, from evaluation/testing planning to reporting of evaluation/testing results.
9. **ITS Deployment Tracking Surveys:** ITS Deployment Tracking Surveys must be completed, if not done so already, in applicable metropolitan areas.
10. **Work Orders:** Individual activities within the project Work Plan agreed to be performed by the State or caused to be performed by the State shall be incorporated in Work Orders. Each Work Order will specify the work and goals to be accomplished and the type and amount of assistance to be provided by the FHWA. Each Work Order must include a description of the work, completion dates for the work, and the signatures of the FHWA Division Administrator and an authorized representative of the State indicating acceptance of the Work Order prior to initiation of any work described therein. Issuance of a Work Order does not constitute a promise, either expressed or implied, that the FHWA will issue further Work Orders or provide additional assistance pursuant to this ITS Partnership Agreement. Continued funding will be dependent on the successful completion of ongoing tasks.

11. **Period of Performance:** The period of performance is as stated in the Work Orders. A final Local Evaluation Report (see section 7 above) documenting lessons learned and how well the project met the defined goals and objectives shall be submitted within six (6) months from the date of completion of the final Work Order and shall constitute completion of the project. This report shall be submitted to FHWA Division and/or FTA Regional Office, as appropriate.
12. **U.S. DOT Participation:** The United States Department of Transportation (U.S. DOT) agencies shall be considered full participants in the project. As such, the U.S. DOT shall be provided the opportunity for membership on all management committees, subcommittees, working groups, task forces, and other such groups related to the project. The U.S. DOT will provide names, addresses, and phone numbers of DOT participants to the State Program Manager.
13. **Reporting Requirements:** Copies of all project reports, correspondence, meeting announcements, and other documents shall be supplied directly to the U.S. DOT Division office. The U.S. DOT Division office will provide names and addresses of specific contacts to receive these documents. All interim and final reports submitted to the U.S. DOT Division office shall be in both a hard copy as a reproducible and as microcomputer files. The hard copy shall be done on a laser printer with a resolution of at least 300 dpi.
  - a. The following shall be supplied to the ITS Electronic Document Library (EDL):
    1. Submit final reports and executive summary, including self-evaluation, via email to [itspubs@fhwa.dot.gov](mailto:itspubs@fhwa.dot.gov) with a cc to [susan.slye@fhwa.dot.gov](mailto:susan.slye@fhwa.dot.gov).
    2. Also send 3 copies on individual floppy disks via postal mail to the Publications Distribution Manager (for statutory transmittal to NTIS):

Publications Distribution Manager  
ITS Joint Program Office – HOIT  
U.S. Department of Transportation  
Washington, DC 20590
    3. Accompanying the report and evaluation must be an EDL profile sheet and NTIS form 1700.7, which can be downloaded from the EDL front page ([www.its.dot.gov/itsweb/welcome.htm](http://www.its.dot.gov/itsweb/welcome.htm)).
    4. Electronic submission must be compliant with section 508 of the Americans with Disabilities Act. (The document must be accessible via keyboard.). Acceptable formats are HTML and Word. Mac formats are unacceptable.
  - b. Quarterly Progress Reports. This subparagraph identifies data elements to be submitted to the FHWA Division ITS Specialist on or before the 20th of the month following the end of the quarter being reported. These data elements are required to enable FHWA Division staff to update project data for in-progress State ITS projects

every quarter. At a minimum, the quarterly report shall contain a concise report covering the following:

1. In the first reporting quarter, the Federal aid project number or contract number.

Thereafter, on a quarterly basis:

2. Revisions, as needed, to project contacts with associated organizations and telephone numbers.
3. Revisions to original estimated project completion dates. Project completion is defined as submission of the project report to FHWA. Adjusted dates should be accompanied by a brief explanatory remark describing the causes of schedule adjustments.
4. Revisions to original estimated cost values. Adjusted cost data should be accompanied by a brief explanatory remark describing the causes of cost adjustments.
5. Percent of funds expended.
6. Brief identification of milestones attained and/or significant events affecting the project.
7. As needed, a brief description of challenges encountered or anticipated having the potential for affecting project scope, creating institutional issues or presenting other significant considerations.

**14. Programmatic Changes:** The State must obtain the prior approval of the U.S. DOT whenever any significant change is anticipated. These include, but are not limited to:

- a. Any revision of the scope, goals or objectives of the consultant contract or related activities (regardless of whether there is an associated budget revision requiring prior approval).
- b. Changes in key personnel, program manager, or prime contractor.

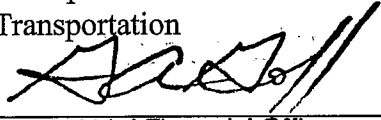
**15. Intellectual Property:** Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any data bases, software, inventions, training manuals, systems design or other proprietary information in any form or medium.

It is the policy of the FHWA to allow the non-Federal partners of an ITS Partnership Agreement to retain all intellectual property rights developed under this agreement with the following limitations:

- a. Copyrights. The FHWA, as the contracting U.S. DOT agency, reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

1. The copyright in any works developed under this agreement, or under a subgrant or contract under this agreement; and
  2. Any rights of copyright to which the State, its subgrantee, or contractor purchases ownership with Federal financial assistance provided by this agreement.
- b. Patents. Rights to inventions made under this agreement shall be determined in accordance with 37 C.F.R. Part 401. The standard patent rights clause at 37 C.F.R. §401.14, as modified below, is hereby incorporated by reference.
1. The terms "to be performed by a small business firm or domestic nonprofit organization" shall be deleted from paragraph (g)(1) of the clause;
  2. paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and
  3. paragraph (1) of the clause, entitled "Communications" shall read as follows:  
"(1) Communications. All notifications required by this clause shall be submitted to the FHWA Division Office."
16. **Costs:** The State shall limit its progress claims and final claims to those costs incurred in accordance with this ITS Partnership Agreement and shall submit its final claim within ninety (90) days after the project is completed.
17. **Additional Requirements:** These ITS funds shall be used only in support of, or for research on, intelligent transportation systems and not for construction of buildings. The design and operation of this ITS project must be consistent with the National ITS Architecture and the purposes of section 5206(e) of TEA-21. This project shall contribute to the implementation of the ITS standards development work and shall promote interoperability of ITS systems among the States. The final rule regarding conformity with the National ITS Architecture was published January 8 in the *Federal Register* at 66 FR1446, and was effective April 8, 2001. Participation of small business concerns owned and controlled by socially and economically disadvantaged individuals is encouraged. The State shall comply with all applicable laws, regulations and the FHWA requirements, including, but not limited, to 49 C.F.R. Parts 18, 20, 21, 27, and 29, and the assurances in OMB SF 424B attached hereto as Appendix A. These ITS funds shall be expended in compliance with the Buy America Act (41 U.S.C. 10a-10c).
18. **Certification Regarding Lobbying:** The State makes the certification regarding lobbying which is attached hereto as Appendix B.
19. **Termination:** The State shall notify FHWA immediately of any intent to terminate this ITS Partnership Agreement.
20. **Effective Date:** This ITS Partnership Agreement is effective upon execution by both parties.

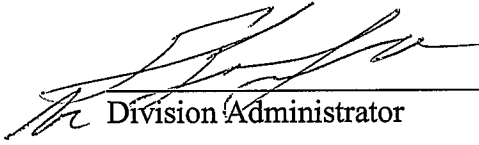
State Department  
of Transportation



Title: Chief Financial Officer

Date 7-28-05

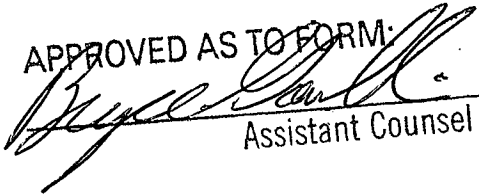
Federal Highway Administration



Division Administrator

Date 7-15-05

APPROVED AS TO FORM:



Assistant Counsel

Attest:

*Mari Ann Minters*



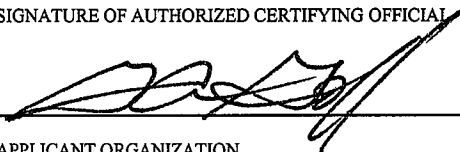
## ASSURANCES - NON-CONSTRUCTION PROGRAMS

**Note:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for Federally assisted construction subagreements.

10. Will Comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Chief Financial Officer
APPLICANT ORGANIZATION	DATE SUBMITTED

## CERTIFICATION REGARDING LOBBYING

By execution of this ITS Partnership Agreement, the undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal-appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any ITS Partnership Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or ITS Partnership Agreement.
- (2) If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or partnership agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and partnership agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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## APPENDIX C

### WORK PLAN

- 1) Design of Regional Transportation Management Center
- 2) Construct Regional Transportation Management Center
- 3) Integration of Regional ATMS
- 4) Integration of CCTV, DMS and vehicle detection stations
- 5) Develop reports for information sharing, which includes lessons learned, best practice and deployment strategies of interconnectivity and interoperability of existing systems.

### SCHEDULE

Design of Regional TMC	May 1, 2005 to August 1, 2005
Construct Regional TMC	September 1, 2005 to July 1, 2006
Integration of Regional ATMS	May 1, 2006 to July 1, 2006
Integration of CCTV, DMS, and Vehicle detection stations	April 1, 2005 to July 1, 2007

### BUDGET

Integration Activity	FHWA Funds	Local Funds
TMC Design	\$35,714.00	\$14,286.00
TMC Equipment	\$357,143.00	\$142,857.00
Hardware and Software for integration of State and City Systems	\$321,428.00	\$128,572.00
Shared Communications Links	\$508,879.00	\$203,551.00
DMS Deployment	\$500,000.00	\$200,000.00
<b>TOTAL</b>	<b>\$1,723,164.00</b>	<b>\$689,266.00</b>

### LOCAL 30% MATCHING FUNDS

Type of Funds	Amount of Funding
Facilities (Purchase and Construction of Regional TMC)	\$533,898.00
Facilities (Construction of Regional TMC)	\$500,000.00
<b>TOTAL</b>	<b>\$1,033,898.00</b>