

CCO FORM:  
APPROVED:  
REVISED:  
MODIFIED:

FY 2000  
EARMARK

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION  
INTER-AGENCY AGREEMENT

Intelligent Transportation System (ITS)  
Preliminary Design (System Engineering Process) for Springfield Region

THIS AGREEMENT ("this agreement") is made and entered into by and between the CITY OF SPRINGFIELD, MISSOURI, a Missouri Municipal corporation (hereinafter "CITY") and the Missouri Highway and Transportation Commission (hereinafter "Commission").

WITNESSETH:

WHEREAS, the city and the Commission have previously endeavored to provide ITS solution to surface transportation challenges in the Springfield Region, more specifically in the Springfield Urban area; and

WHEREAS, the City and the Commission have made infrastructure investments through public and private partnerships to install equipment, staff personnel and provide communication for a Transportation Management Center (TMC); and

WHEREAS, said efforts have addressed traffic congestion in the rapidly growing Springfield Region; and

WHEREAS, the City and Commission recognize the importance of continuing these efforts guided by a sound planning document.

NOW THEREFORE, in consideration of these mutual covenants, promises, and representations, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to establish the cost sharing responsibilities between the City and the Commission for the preparation of the Intelligent Transportation System (ITS) Preliminary Design (System Engineering Process) documents for the Springfield Region and enhancements to the Springfield system and the development of the Branson/Springfield interconnect system Preliminary Design (System Engineering Process) documents and enhancements to the Branson system.

The Preliminary Design (System Engineering Process) consists of; Project Management, Development of Incident Response and Congestion Management Strategies and Rules for Deployment, User Requirements Definition Document, System Requirements Definitions, the Defined System Architecture, and the Development of the Implementation Phasing Plan.

This Agreement is only for the cost of consulting services required for the Preliminary Design (System Engineering Process) documents for the Springfield Region and does not cover the cost of construction and operation of any previously implemented phases to this system. This Agreement does not cover the cost of construction or operation of any subsequently implemented phases to the system as might be identified by the Preliminary Design (Systems Engineering Process) document being funded through

this Agreement. It is intended that a separate agreement will be entered into to define future cost sharing responsibilities.

2. COST SHARING. The City and Commission shall share equally in the consultant services costs for the development of the ITS Preliminary Design (System Engineering Process) document for the Springfield Urban area. Costs associated with the development of this Preliminary Design (System Engineering Process) document outside the Springfield Urban Area will be the Commission's Responsibility. The costs will be allocated as follows:

Federal Department of Transportation \$786,421.00 (Distributed through MoDOT)

Missouri Department of Transportation \$ 151,500.00

City of Springfield \$151,500.00

Total costs for project \$1,089,421.00

3. LEAD AGENCY: The City shall be the lead agency for contracting process, contract administration and consultant payment processing. The City's Traffic Engineer shall serve as the contact person with the consultant in all work under this contract and for both agencies.

4. JOINT STEERING COMMITTEE. In order to review the consultant's work, City and Commission's district engineer shall appoint individuals to a joint steering committee.

5. PAYMENT OF CONSULTANT. The City shall pay the consultant in the manner and time as outlined in the consultant agreement. Upon payment by the City to the consultant, the City shall forward an invoice to Commission's district engineer for the reimbursement of the cost, which shall be based upon the cost responsibilities in Paragraph (2) of this Agreement. The Commission shall promptly reimburse the City upon receipt by Commission's district engineer of the invoice. In the event of nonperformance of the preliminary design services by the consultant, the City and Commission will pay only those approved, completed, and accepted preliminary design costs in the ratio described in paragraph (2) "Cost Sharing" of this agreement.

6. RETENTION OF RECORDS. The City and Commission shall maintain all books, documents papers, accounting records, and other evidence pertaining to costs incurred and/or supporting costs proposals on the project and shall make such material available for inspection by the other agency and authorized representatives of the Federal Government for a period of five (5) years after the date of completion.

7. LAW OF MISSOURI TO GOVERN. This Agreement shall be construed according to the laws of the state of Missouri. The City and Commission shall comply with all local, state and federal laws and regulations pertaining to the performance of this Agreement. Nothing in this Agreement grants any rights to any party except the City and Commission. Nothing in this Agreement shall be deemed to create liability to any third party claiming to have suffered a loss, damage or injury by virtue of any alleged failure by either party hereto to comply with the terms of this Agreement.

8. TIME LINE. The City and Commission agree that the TIME LINE for completion of the Preliminary Design (System Engineering Process) document shall not exceed twelve (12) months following the execution and notice to proceed of the appropriate consultant contract.

9. AMENDMENTS: Any change to this Agreement whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and Commission.

10. COMMISSION REPRESENTATIVE: The Commission's Traffic Engineer is designated as the Commission's representative for the purpose of administering the provisions of this

Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

11. CITY REPRESENTATIVE: The City's Traffic Engineer is designated as the City's representative for the purpose of administering the provisions of this agreement. The City representative may designate by written notice other persons having authority to act on behalf of the City in furtherance of the performance of this Agreement.

12 NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the City;

City of Springfield  
P.O. BOX 8368, Springfield, MO. 65801  
Facsimile No: (417) 864-1983

(B) To the Commission;

MoDOT (District 8)  
3025 E. Kearney, Springfield, MO. 65803  
Facsimile No: (417) 895-7610

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy hereof, within three (3) business days of the date of facsimile transmission of that document.

13. SECTION HEADINGS: All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

14. VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

15. ENTIRE AGREEMENT: This Agreement represents the entire understanding between the parties regarding this subject and superseded all prior written or oral communications between the parties regarding this subject.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below

Executed by the City this 11 day of October, 2006.

Executed by the Commission this 10<sup>th</sup> day of January 2001.

MISSOURI HIGHWAY AND  
TRANSPORTATION COMMISSION

CITY OF SPRINGFIELD

By: *Cliff Jett*

By: *Bob Lumley*

Title: Director of Operations

Title: Assistant City Manager

ATTEST:

ATTEST:

*Marie Ann Winters*  
Secretary to the Commission

By: *David M. Cate*

Title: City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

*Robert M. Hills*  
Commission Counsel

By: *[Signature]*

Title: ASSY CITY ATTY

**CERTIFICATE OF DIRECTOR OF FINANCE**

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.

*Fred Fantauzzi*  
Fred Fantauzzi, Director of Finance

CONTRACT NO. 2000-606-