

CCO FORM:
Approved: 3/99 (RMH)
Revised:
Modified:

**MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION
INTER-AGENCY AGREEMENT**

**Intelligent Transportation System (ITS)
Planning Document 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 solutions 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 communications 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 the 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 Commission for the development of the Intelligent Transportation System (ITS) Planning Document for the Springfield Region and enhancements to existing system.

This Agreement is only for the cost of consulting services required for the Planning Document 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 planning 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 Planning Document for the Springfield Urban area. Cost associated with the development of this Planning Document outside the Springfield Urban area will be the Commission responsibility.

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 select a consultant and to oversee 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 planning services by the consultant, the City and Commission will pay only those approved, completed and accepted planning 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 cost 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. This Agreement does not grant any rights to any party except the City and Commission. Nothing in this Agreement shall be deemed to create or give rise to any right of action or in any 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 Planning Document shall not exceed eight (8) months following selection of a consultant and award 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 _____ 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 _____ 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 the 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;

Facsimile No: _____

(B) To the Commission:

Facsimile No: _____

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 thereof, 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 supersedes 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 1st day of April, 1999.

Executed by Commission this 25th day of May, 1999.

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

By: [Signature]
Title: Chief Engineer

CITY OF SPRINGFIELD

By: [Signature]
Title: City Manager

ATTEST:

[Signature]
Secretary to the Commission

ATTEST:

[Signature]
Title: City Clerk

APPROVED AS TO FORM:

[Signature]
Commission Counsel

APPROVED AS TO FORM:

[Signature]
Title: Assistant City Attorney

CONTRACT NO. 99-141