

FY2003
GRANT

MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION
INTER-AGENCY AGREEMENT

Intelligent Transportation System (ITS) Program
Construction and Integration of Springfield Regional Transportation Management Center (TMC)
and Field Deployment Project

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 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 an established ITS Regional Architecture.

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 responsibilities between the City and the Commission for the construction of a new Regional Transportation Management Center (TMC) located in downtown Springfield, Missouri and deployment of field devices within the Springfield urban area. Field devices to be deployed with this project shall include Closed Circuit Television (CCTV) Cameras, Dynamic Message Signs and System Detection plus the required communications infrastructure needed to operate said devices.

2. COST SHARING. All costs associated with this project are funded 100% by the U.S. Department of Transportation Federal Highway Administration under Section 330 of the FY2003 Omnibus Appropriations Act, Public Law 108-7. The total funding available for this project is \$1,490,250.00 and will be distributed through MoDOT.

3. LEAD AGENCY: The City shall be the lead agency for the contracting process, contract administration and payment processing. The City's representative, as appointed by the City's Public Works Director, shall serve as the contact person with the consultants/contractors/vendors in all work pertaining to this project and for both agencies.

4. JOINT STEERING COMMITTEE. In order to review the consultants'/contractors'/vendors' work, the City's Public Works Director and the Commission's District Engineer shall appoint individuals to a joint steering committee.

5. PAYMENT OF CONSULTANT/CONTRACTOR/VENDOR. The City shall pay the consultant/contractor/vendor in the manner and time as outlined in each consultant/contractor/vendor agreement. Upon payment by the City to the consultant/contractor/vendor, the City shall forward an invoice

to the Commission's District Engineer for the reimbursement of the cost. The Commission shall promptly reimburse the City upon receipt by the Commission's District Engineer of the invoice. In the event of nonperformance by the consultant/contractor/vendor, the City and Commission will pay only those approved, completed, and accepted costs.

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 Springfield Regional TMC construction and integration and field deployment shall not exceed twenty-four (24) months following the execution of this agreement.

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 D8 District 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 _____ day of June, 2005.

Executed by the Commission this 28 day of July, 2005.

MISSOURI HIGHWAY AND
TRANSPORTATION COMMISSION

By: [Signature]

Title: Chief Financial Officer

CITY OF SPRINGFIELD

By: [Signature]

Title: Deputy City Manager

ATTEST:

[Signature]
Secretary to the Commission

ATTEST:

By: [Signature]
Title: Asst City Clerk

APPROVED AS TO FORM:

[Signature]
Commission Counsel

APPROVED AS TO FORM:

By: [Signature]
Title: Asst. City Attorney

Ord. # 24791

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.

[Signature]
Mary Mannix Decker, Director of Finance