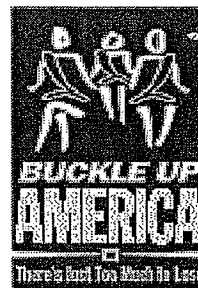




U.S. Department
of Transportation
**Federal Highway
Administration**
Missouri Division

Memorandum



Subject: Intelligent Transportation System (ITS)
Integration Component of the
TEA-21 ITS Deployment Program
Kansas City, St. Louis, and Springfield

Date: October 11, 2000

From: Operations Engineer
Jefferson City, Missouri

In Reply Refer To:
HOP-MO

To: Jeff Lindley, Director
Office of Travel Management, HOTM-1
Washington, DC
Attn: Ms. Janice Sanders

As requested in your September 13, 2000 email message, we have executed the subject Partnership Agreements with the Missouri Department of Transportation (MoDOT) and have obligated funding as follows:

<u>Project Number</u>	<u>Location</u>	<u>Funding Amount</u>	<u>FMIS Code</u>
ITS-0029(401)	Kansas City	\$1,022,347	QT8
ITS-0029(601)	St. Louis	\$ 786,421	QT8
ITS-0029(801)	Springfield	\$ 786,421	QT8

Attached is a copy of the executed Partnership Agreement for each project. A Memorandum of Understanding has been prepared for each project and they are currently being circulated for signature. The MOU's will be forwarded to your office as soon as they are completed. If you have any questions concerning the attached information, please contact our office.

Robert D. Thomas
Robert D. Thomas

Attachments

- CC: Rick Bennett, MoDOT Traffic Division, with one copy of each Partnership Agreement
- Bruce Baldwin, Kansas Division, with one copy of Kansas City Partnership Agreement
- Larry Swartzlander, Washington Office, HOTM
- Mac Lister, Mid West Resource Center

rdt/djs



MEMORANDUM

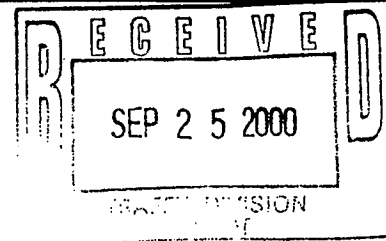
Missouri Department of Transportation
Commission Secretary's Office
General Headquarters

TO: Jane Koerkenmeier - tr

FROM: Linda Harthcock
Executive Secretary

DATE: September 22, 2000

SUBJECT: Partnership Agreement between FHWA and MHTC
Project Nos. ITS-0029(401), ITS-0029(601), and ITS-0029(801)
ITS Integration Project Partnership Agreements



Attached, executed on behalf of the Commission by the Chief Engineer, are copies of the ITS Integration Partnership Agreements with the Federal Highway Administration. **After the agreements have been fully executed, please return one original of each agreement to this office.**

The Chief Engineer has been designated to execute project agreements or other instruments required by the FHWA to obtain federal aid or reimbursement. These documents have been executed in keeping with the Execution of Documents Policy summary dated June 5, 1998.

lh
j:\harthl\contract\tr-funds.doc
Attachments

Partnership Agreement

ITS Partnership Agreement

between

The Federal Highway Administration

and

The Missouri Highway and Transportation Commission

Project No. ITS-0029(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 **\$786.421.00**.

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 80 percent of the cost of the activity. Thus the Federal funds must be matched at a minimum 80/20 (Federal/non-Federal) ratio, resulting in a matching share valued at not less than **\$315,000.00**. 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 personnel services dedicated full-time 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 model deployment.

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 goal of the Branson/Springfield interconnect project is to establish the system engineering process for the Springfield and Branson systems at the same time. This will allow the two systems to parallel in development, and allow for the interconnectivity and interoperability of the two systems forming the base for the development of a Southwest Regional Intelligent Transportation System, in accordance with NTCIP protocol and the National Architecture for Intelligent Transportation Systems.

Objectives: To parallel the development of Springfield Regional ITS and the modification of the Branson TRIP ITS to provide for the beginning of a S.W. Regional Intelligent Transportation System. This will be accomplished by following the National Architecture and NCTIP protocol standards for interconnectivity and Interoperability of intergraded systems, more specifically:

- a) **Develop incident management plan**
- b) **Develop a User requirement definition documents**
- c) **Define through workshops, Users requirements**
- d) **Define system requirements**
- e) **Define system Architecture**
- f) **Develop the Implementation Phasing Plan**

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.

5. **ITS Architecture Conformance.** The State shall ensure incorporation of the National ITS Architecture into the project. Requirements regarding the use of the National ITS Architecture depend upon the existence of a regional architecture and the type of project proposed. The proposed integration project must be part of an existing regional ITS architecture, or, if a regional ITS architecture does not exist, the development of a regional ITS architecture must be either ongoing or proposed to be developed in conjunction with the proposed integration project. Specifically,

a. *If a regional ITS architecture exists, then* the project proposal shall identify which parts of the regional ITS architecture the proposed project will implement.

- The project specification shall ensure that the project accommodates the sharing of electronic information and provides for the functionality and operation (both at the time of project implementation and in the future) between the agencies and jurisdictions as indicated in the regional ITS architecture.

b. *If a regional ITS architecture does NOT exist AND the proposed integration project is one of the following three types of projects,*

1. Major regional ITS initiative (a program of related projects that are multi-jurisdictional and/or multi-modal),
2. ITS projects of a scale to affect regional integration of ITS systems, or
3. ITS projects that directly support national interoperability

Then the project proposal shall include the development of a regional ITS architecture or development of a project architecture that is an incremental step in a regional ITS architecture.

- The National ITS Architecture shall be used in the development of the regional or project ITS architecture.
- Provision must be made in the development of the regional ITS architecture to include participation from all agencies with which information-sharing is planned.
- The regional ITS architecture must include a concept of operations that addresses the roles and responsibilities of participating agencies, existing or required agreements for operations, and resources required to support the project; and a conceptual design. The conceptual design must include system functional requirements, information exchanges (at the architecture flow level of detail) with planned and existing systems and identification of key standards supporting national or regional interoperability.
- If a project architecture is developed it must be coordinated with other projects in order to form a regional ITS architecture.
- If a regional ITS architecture is developed, the proposed project shall identify which parts of the regional ITS architecture it implements.
- The project specification shall ensure that the project accommodates the sharing of electronic information and provides for the functionality and operation (both at the time of project implementation and in the future) between the agencies and jurisdictions as indicated in the regional ITS architecture.

- c. *If a regional ITS architecture does NOT exist AND the proposed integration project is NOT one of the three types listed above, then the project proposal shall include the use of the system engineering process and the development of a project architecture.*
 - The project architecture must be compared to the National ITS Architecture to ensure that all information flows applicable now or in the future have been considered in the project design.
6. **Standards:** The State shall identify the applicable ITS standards and/or interoperability tests that are being considered or are expected to be specified in the project documentation. All projects are required to use U.S. DOT adopted standards, however, currently no such standards exist. Therefore, projects are strongly encouraged to use balloted ITS standards.
7. **Self-Evaluation Report:** A local Self-Evaluation Report shall include a review of how well the project met the goals and objectives (see Section 2), the work completed, and a discussion of the technical, institutional, and other issues encountered in completing the project. Analysis of all significant institutional issues that were addressed during the project, along with discussion of how they were resolved, shall be part of the evaluation report. It shall contain quantitative results for the applicable seven standard ITS measures. As appropriate, the local Self-Evaluation Report shall include a section prepared by legal counsel reporting and analyzing the disposition of significant legal issues, including contract, liability, privacy, regulatory and intellectual property issues. The report shall also include documentation of the project's cost accounting data. The report will contain an executive summary.
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. The U.S. DOT will provide names and addresses of specific contacts to receive these documents. All interim and final reports submitted to the U.S. DOT 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. All final reports developed under this agreement shall include:
 1. A completed Technical Report Documentation form DOT F 1700.7(8-72). This form is necessary to ensure all reports are entered into the National Technical Information Service database.
The form is located on <http://www.bts.gov/itc/1700-7.pdf>;
 2. An executive summary under separate cover.
 3. A camera-ready copy including all work (illustrations, photographs, charts, or tables) ready for printing by photographic or other means;
 4. An electronic version of the report in WordPerfect 6.0.
 5. A one-page description of the report, including the title, why it is important, what it embodies, findings and / or benefits (expected or realized), real-world examples of who is involved (principles, team or other significant participants), and the audience.
 6. A completed ITS Electronic Clearinghouse Document Profile Sheet.
 7. Copies of items 2, 4, 5, and 6 above shall be delivered to the Director of the ITS Clearinghouse in the U.S. DOT ITS Joint Program Office.
 - a. **Quarterly Progress Reports.** Two reproducible hard copies and one electronic file of the quarterly progress report shall be submitted to the U.S. DOT on or before the 20th of the month following the end of the quarter being reported. At a minimum, the quarterly report shall contain a concise report covering the following:
 1. The Federal-aid Project number or contract number, project name, a brief description of the project, major project partners, names and phone numbers of the partners project contacts, and the reporting period.

2. Budget and scheduling information including the date the project was initiated, the estimated completion date, cost estimate, expenditures during reporting period, percent of project completed, and percent of funds expended.
3. A brief description of the activities conducted during the reporting period including any milestones attained and/or significant events.
4. A discussion of any problems encountered or anticipated (e.g., scope changes, changes in project limits, funding requirements, technological constraints, institutional issues, project schedule delays) together with recommended solutions to such problems.

b. **Final Report.** Two reproducible hard copies and one electronic file of the Local Evaluation Report shall be submitted as described in the Period of Performance (See Section 11).

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. 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

Federal Highway Administration



Title: Chief Financial Officer


Division Administrator

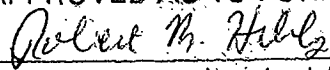
Date 9/22/00

Date 9/28/00

ATTEST


Secretary to State Highway &
Transportation Commission

APPROVED AS TO FORM:


Assistant Counsel

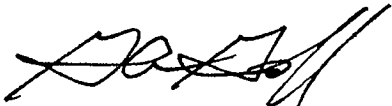
ASSURANCES - NON-CONSTRUCTION PROGRAMS

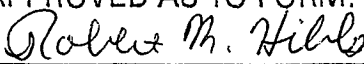
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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 Archeological 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 9/22/00

APPROVED AS TO FORM:

 Assistant Counsel

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, Schedule and Budget:

Upon notification from the City of Springfield the consultant team will perform work in a twelve-month period with the cooperation and participation of MoDOT, the City of Springfield and the City of Branson.

			Springfield System	Branson System
Task 1	Project Management	Months 1-12	\$110,218.00	\$48,642.00
Task 2	Incident Response And Congestion Man't.	Months 1-9	\$118,933.00	\$0.00
(Task 2 identified under Springfield system will apply to Branson System)				
Task 3	User Requirement Definitions	Months 1-3	\$105,900.00	\$54,764.00
Task 4	Define System Requirements	Months 4-6	\$128,447.00	\$43,607.00
Task 5	Define System Architecture	Months 7-9	\$167,046.00	\$42,534.00
Task 6	Develop Implementation Phasing Plan	Months 10-12	\$145,151.00	\$136,179.00
Task 7	Lessons Learned evaluation	Months 1-12	\$0.00	\$0.00
(Cost for Task 7 incurred within tasks 1-6)				
Sub totals			\$775,695.00	\$325,726.00
Total hard match dollars for Project			\$1,101,421.00	

Funding sources for this Agreement:

Federal Government Congressional Earmarked funds	\$786,421.00
Missouri Department of Transportation hard match	\$151,500.00
City Of Springfield hard match	\$151,500.00
City Of Branson hard match	\$ 12,000.00
Sub Total hard match dollars	\$1,101,421.00
Soft Match (Fiber Optic placed by MoDOT)	<u>\$472,000.00</u>
Total Project funded dollars	\$1,573,421.00

FILE: ITS-0029(401)

ITS-0029(601)

ITS-0029(801)

August 31, 2000

TRAFFIC

Attn: Mr. Rick Bennett

Intelligent Transportation Systems (ITS)
Transportation Equity Act for the 21st Century (TEA-21)
Section 5208 Funding for
St. Louis, Kansas City / Clay County, and Branson/Springfield

Mr. Henry Hungerbeeler, Director
Missouri Department of Transportation
Jefferson City, Missouri 65102

Dear Mr. Hungerbeeler:

As explained in the enclosed memorandums, based on the fiscal year 2000 DOT Appropriations Bill and on information provided by your staff via email, Federal ITS funding has been allocated in the total amount of \$2,595,189. This includes \$786,421 for the St. Louis area, \$1,022,347 for Kansas City/Clay County and \$786,421 for Branson/Springfield. These Congressionally Earmarked Federal ITS Funding Allocations are to be used to support ITS integration and activities necessary to promote interoperability of intelligent transportation system infrastructure.

Enclosed is a sample ITS partnership agreement to be used to execute each of the three projects identified. Please note that a Memorandum of Agreement executed by all stakeholder organizations should also be provided with the Partnership Agreement. This information was previously provided to your staff by e-mail.

As discussed with your staff, the project descriptions, goals and objectives, work plans, budget, and scheduling need to be incorporated into the partnership agreement. The ITS Partnership Agreement should be finalized and submitted to our office for execution no later than **September 15, 2000** so the funds can be obligated before September 30, 2000.

If you have any questions concerning the information provided, please contact Bob Thomas in our office at 636-6196, extension 45.

Sincerely yours,

Robert D Thomas

Robert Thomas, P.E.
Operations Engineer

Enclosures

cc: Rick Bennett, MoDOT Traffic Ken Jenkins, HAM-MO
 Todd Grosvenor, MoDOT-RM Mary Ann Stegeman, HAD-MO

rdt/cab

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