

ITS 2001(537)-MOU-I

Memorandum of Understanding Relating to the ITS Integration Program

By and Among

The Texas Department of Transportation
Texas Transportation Institute
City of Bryan
City of College Station

This Memorandum of Understanding (MOU) is made by and among the Texas Department of Transportation (TxDOT), Texas Transportation Institute (TTI), the Cities of Bryan and College Station.

WITNESSETH

WHEREAS, TxDOT is authorized to develop and implement Intelligent Transportation Systems (ITS) in the metropolitan and non-metropolitan areas, 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; and

WHEREAS, as defined in Section 5208 of TEA-21, the ITS Integration Component of the ITS Deployment Program provides Federal funding for the integration of multimodal ITS components in a variety of settings, including non-metropolitan areas, and rural areas; and

WHEREAS, ITS integration projects should improve transportation efficiency; promote safety; enhance transit integration; improve paratransit/demand-responsive transit operations, including operations of health and human service providers; improve traffic flow, including the flow of intermodal freight at ports of entry; reduce emissions of air pollutants; improve traveler information; promote tourism; enhance alternative transportation modes; or support improved transportation systems operations, management and maintenance; and

WHEREAS, Transportation Code, Section 203.002, requires the Texas Transportation Commission, through TxDOT, to maintain and operate a state highway system in order to promote public safety and facilitate the movement of traffic on state highways; and

WHEREAS, ITS integration projects will expand or implement traffic signal, freeway, emergency, transit, and special event management capabilities. The system will use a decentralized approach that will provide information at the location where it is needed. This will benefit all citizens and travelers of this region; and

WHEREAS, the signatories believe that the public good is best served served by the development of enhanced traffic management and information dissemination capabilities for special events in the College Station region, most notably relating to Texas A&M University; and

WHEREAS, this MOU identifies a specific group of stakeholders within the College Station region to be responsible for this project with the Texas Transportation Institute serving as the lead agency.

UNDERSTANDINGS

NOW, THEREFORE, TxDOT; TTI; the Cities of Bryan and College Station agree as follows:

1. TTI will be responsible for coordinating all activities with all other parties as described in the College Station Integration Project II proposal dated 3/15/02.
2. The parties are committed to ensuring that all integration activities adhere to the College Station Regional ITS Architecture and are completed according to the proposal dated 3/15/02.
3. The parties are committed to performing an evaluation of benefits as described in the proposal dated 3/15/02.
4. The parties anticipate obligating the funds and staff commitments and performing the ongoing maintenance and operation of each system under their area of responsibility as described in the proposal dated 3/15/02. This would include the full cost of developing the College Station Regional ITS Architecture and ITS Deployment Plan as outlined in the proposal and agreed to in a separate MOU.
5. However, nothing in this agreement shall be construed or interpreted to obligate any funds other than staff commitments. If necessary, one or more agreements may be executed for funding obligations or other obligations that are not outlined in this agreement.
6. The parties agree that no party is an agent, servant, or employee of any other party and that each party is responsible for any liability for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.
7. This MOU will become effective when fully executed by all parties.
8. Any party may withdraw from this MOU by giving thirty (30) days prior written notice to all other parties.

Any alteration, addition, or deletion to the terms of this MOU shall be by amendment hereto in writing and executed by all parties.

STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established polices or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Carlos A. Lopez, P.E.
Director, Traffic Operations Division

Recommended By _____ Date _____
Lonny G. Traweek, P.E.
Bryan District Engineer

Texas Transportation Institute

By _____

Title _____

Date _____

City of Bryan

By _____

Title _____

Date _____

City of College Station

By _____

Title _____

Date _____