

**MEMORANDUM OF UNDERSTANDING
FOR
TRANSIT SIGNAL PRIORITY PROJECT ALONG GEORGIA AVENUE CORRIDOR**

**AGREEMENT BETWEEN
THE DISTRICT OF COLUMBIA DEPARTMENT OF TRANSPORTATION
AND
WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY**

This AGREEMENT is made and entered into this 20 day of Feb. 2008 ~~2007~~, by the District of Columbia by and through the District of Columbia Department of Transportation ("DDOT") and the Washington Metropolitan Area Transit Authority ("WMATA"), collectively referred to herein as the "Parties".

RECITALS

1. DDOT has received a Federal Highway Administration Intelligent Transportation Systems earmark grant to demonstrate Transit Signal Priority ("TSP"), operation concepts along Georgia Ave, NW corridor as a TSP pilot project ("PROJECT").
2. The purpose of this PROJECT is to design, test, and implement a TSP system ("SYSTEM"), and to evaluate its benefits to transit operations and impacts to other street traffic.
3. The SYSTEM will consist of the following equipment and firmware ("EQUIPMENT"):
 - On-Board Equipment ("OBE") shall be capable of transmitting real-time transit vehicle information to roadside equipment. OBE may include Global Positioning System ("GPS") receiver and Ultra High Frequency ("UHF") transmitter located on WMATA Transit vehicles
 - Roadside Equipment ("RSE") shall be capable of processing received transit vehicle information and transmitting TSP request to signal controller. RSE may include UHF receiver and TSP transmitter located in the traffic signal cabinets;
 - Traffic signal controller firmware shall be capable of processing and responding to TSP request.
4. TSP is an operational strategy that facilitates the movement of in-service transit vehicles through traffic signals by modifying the normal signal operation. The alteration is limited to changes in the amount of time provided for a given direction and will not affect the safety of the intersection.
5. DDOT intends to implement the SYSTEM which shall be capable of providing WMATA transit vehicle priority signal including early green and green extension in the PROJECT.
6. DDOT intends to develop a SYSTEM that is reliable, maintainable, and expandable to new technologies.
7. DDOT has expressed a desire to establish a basic framework for future collaboration, cooperation, and coordination with WMATA in the implementation and demonstration of the PROJECT.
8. WMATA has expressed a desire to participate in the PROJECT by allowing the installation of OBE on a maximum of twenty (20) of WMATA's buses.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises set forth below, the parties agree, with the intention of being bound, to the following:

- 1) DDOT shall serve as the lead agency for the design, implementation, operation, maintenance and testing of the SYSTEM.

- 2) DDOT shall be responsible for the preparation of the procurement specification, PS&E and contract administration.
- 3) DDOT shall select a contractor ("CONTRACTOR") to furnish and advise as to RSE installation at a maximum of thirty-three (33) intersections along Georgia Ave, N.W. corridor and shall furnish a maximum of twenty (20) OBE to be installed on WMATA transit vehicles by WMATA personnel. Ownership of the OBE shall pass to WMATA upon installation into a WMATA transit vehicle. WMATA will be responsible for OBE maintenance immediately after assuming the ownership. CONTRACTOR will provide assistance to WMATA for OBE maintenance during the PROJECT performance period.
- 4) WMATA retains the right to disconnect or remove any OBE device or equipment from WMATA vehicles at any time for any reason without prior notice to DDOT. WMATA may, at any time, terminate this AGREEMENT pursuant to Section I, herein, if, in the opinion of WMATA, continued participation is not in the best interests of WMATA or its transit patrons.
- 5) If identified or suspected, WMATA shall notify DDOT and CONTRACTOR of defective or malfunctioning vehicle equipment, and WMATA may remove or disconnect such EQUIPMENT without notice to DDOT.
- 6) DDOT reserves the right to set and alter all TSP detection zones and parameters.
- 7) DDOT reserves the right to set and limit all green extension times related to TSP.
- 8) DDOT will conduct a TSP SYSTEM performance evaluation within the project area for a time period of three (3) to six (6) months. DDOT will provide TSP SYSTEM performance evaluation technical approach and final evaluation report to WMATA for review and comment. WMATA will provide transit vehicle on-board devices information to DDOT for evaluation preparation.
- 9) For performance evaluation purpose, DDOT and WMATA have mutual interest in pursuing more OBE to be installed on WMATA transit vehicles. DDOT and WMATA agree to work cooperatively to ascertain if it is feasible for both to install additional OBE systems in the future, however, the installation of any additional SYSTEM or EQUIPMENT shall require a subsequent agreement between the Parties.
- 10) DDOT and WMATA will work together to implement and test the signal priority strategy proposed.
- 11) WMATA transit vehicle operators shall not be required to perform actions beyond normal operations to activate OBE or initiate TSP requests.
- 12) Prior to activation of the equipment under field conditions, DDOT shall ensure compliance with DDOT traffic engineering standards, and FHWA standards, if applicable.
- 13) DDOT/CONTRACTOR shall provide copies of field settings to WMATA from the aforementioned SYSTEM equipment for review prior to evaluation.

A. AUTHORITY FOR MOU

DDOT is authorized to enter into this MOU pursuant to D.C. Official Code §§1-301.01(k) and 50-921.04(2)(E).

B. SCOPE OF THE AGREEMENT

This AGREEMENT pertains to the installation of the EQUIPMENT in WMATA transit vehicles and shall govern the rights and obligations of the parties with respect to EQUIPMENT installed in the WMATA transit vehicles.

C. COST OF SERVICES

The Parties warrant that no WMATA funds will be used for the PROJECT. Total cost for the services under this MOU is estimated to be eight hundred five thousand dollars (\$805,000.00), which represents monies provided by the Federal Highway Administration Intelligent Transportation Systems (\$665,000.00) Six Hundred Sixty Five Thousand dollars, as well as District appropriated funds in the amount of one hundred forty thousand dollars (\$140,000.00). The District share shall not exceed the \$140,000.00 appropriated for this project.

Should the Parties require additional funding in order to perform actions under this PROJECT, then the DDOT and WMATA shall mutually agree to utilize one or more of the following options:

- 1) Reduce the scope of work for the PROJECT such that the available funding is sufficient to cover the estimated costs;
- 2) WMATA may cease work on the unfunded aspects of the PROJECT; or
- 3). Any combination of (1) or (2).

D. ANTI-DEFICIENCY

Pursuant to the District's Anti-Deficiency Act, D.C. §47-355.02 and the Federal Anti-Deficiency Act, 31 U.S.C.A § 1341(a)(1), nothing contained in this Agreement, whether expressly stated or otherwise, shall be construed as binding DDOT, the District of Columbia or the United States to obligate or expend, any sum in excess of the appropriations made by the District or Congress for the purposes of this Agreement, or as involving or requiring DDOT, the District or the United States, in any contract or other obligation to expend any money in excess of such appropriations. Similarly, pursuant to Section 22 of the WMATA Compact, WMATA may not make any commitments, i.e., award construction contracts, or incur any obligations until funds are identified and available.

E. LIABILITY

WMATA does not guarantee the continuity of access to or use of its transit vehicles beyond the completion of the PROJECT. DDOT does not guarantee the continued use of the EQUIPMENT beyond the PROJECT. Each party shall be responsible for its own actions, but shall in no way assume any responsibility for nor provide indemnification for the actions of the other party, its officers, agents or employees from or against any and all damages, actions and costs of every name and description arising, caused by any acts or activities in connection with this AGREEMENT.

F. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any indirect, special or consequential damages, lost profits or loss of data arising out of or related to this AGREEMENT, the performance or breach thereof, the services provided or failed to be provided or any delay, non-delivery, wrong delivery or service interruption whether or not caused by the negligence of either party or their agents, employees or any party, even if the party has been advised of the possibility thereof.

G. TERM OF THE AGREEMENT

The term of the AGREEMENT shall begin upon execution of this AGREEMENT and shall continue, unless terminated by either party, for a term of one (1) year providing adequate funding remains available from the sources identified in this AGREEMENT. The Parties may, by signed writing, extend this Agreement for up to two (2) additional years in any increment of time so desired and agreed to, subject to the provision of adequate funding.

H. NO RIGHTS IN THIRD PARTIES

No provision of this MOU shall create in the public, or in any person or entity other than the entities exclusively for this MOU, rights as a third party beneficiary. No provision shall authorize any person or

entity, not a party hereto, to maintain any action for personal injury, property damage, or breach of contract.

I. NOTICES

All notices in connection with this AGREEMENT shall be given in writing and may be given by hand delivery, certified mail with return receipt requested, or facsimile with confirmation as follows:

If to WMATA.: Washington Metropolitan Area Transit Authority
Attn: Nat Bottigheimer
Office of Planning and Joint Development
600 Fifth Street, NW
Washington, DC 20001
Phone: (202) 962-2294
Facsimile: (202) 962-1409

With Copy to: Washington Metropolitan Area Transit Authority
Office of General Counsel
600 Fifth Street, NW
Washington, DC 20001

If to DDOT: District of Columbia Department of Transportation
Attn: Emeka Moneme, Director
2000 14th Street, NW, 6th Floor
Washington, DC 20009
Phone: (202) 673-6813
Facsimile: (202) 671-0650

J. TERMINATION

This AGREEMENT may be terminated by DDOT or WMATA by providing thirty (30) days written notice to the other party. The Parties agree that on the date the termination becomes effective, WMATA may, at its discretion, remove the EQUIPMENT installed pursuant to this AGREEMENT.

K. OBE REMOVAL

WMATA shall be responsible for OBE de-installation and may arrange to have the OBE removed from transit vehicles in its discretion at the conclusion of the PROJECT.

L. WAIVER

1. To be effective, a waiver of any obligation or right under this Agreement must be in writing signed by the Party waiving its right. The failure of either Party to require performance by the other Party of any provision shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of subsequent breaches of that or any other provision.
2. No provision of this MOU shall constitute or be construed as a waiver of any immunity of any kind held by DDOT, WMATA, or their elected and appointed officials, officers, directors and employees.

M. SEVERABILITY

In the event that any provision of this AGREEMENT shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this AGREEMENT unenforceable or invalid as a whole, and, in such event, such provision shall be changed, deleted or interpreted so as to best accomplish the objectives of such provisions within the limits of applicable law or applicable court decisions.

N. ENTIRE AGREEMENT

Upon execution, this document, together with all exhibits and attachments annexed to it, constitutes the entire agreement between the Parties. All prior or contemporaneous agreements are hereby merged into this document. No amendment or modification of this AGREEMENT shall be valid unless it is in writing and duly executed and approved by the Parties.

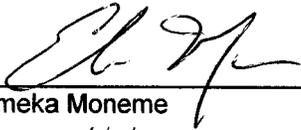
O. COUNTERPARTS

This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This AGREEMENT shall become binding when any one or more counterparts hereof, individually or taken together, bear the signatures of both parties hereto. For the purposes hereof, a facsimile copy of this AGREEMENT, including the signature pages hereto, shall be deemed an original.

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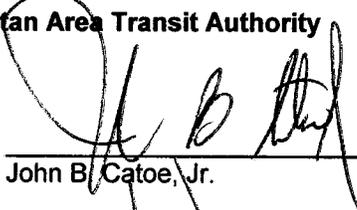
In WITNESS WHEREOF, the Parties to this AGREEMENT have hereunto set their hands as of the day and year first written above.

The District Department of Transportation

Director: 
Emeka Moneme

Date: 2/1/08

Washington Metropolitan Area Transit Authority

General Manager 
John B. Catoe, Jr.

Date: 12/10/07