

**MEMORANDUM OF UNDERSTANDING
FOR
PEDESTRIAN-BICYCLIST PERMANENT COUNTERS**

AGREEMENT

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is by and between the City of Denton, Texas (“City”), a home rule municipality located in Denton County, Texas; and the North Central Texas Council of Governments (“NCTCOG”), a Texas political subdivision created and existing under Chapter 391 of the Texas Local Government Code, acting by and through their duly authorized representatives (City and NCTCOG are sometimes referred to herein collectively as the “Parties” and individually as a “Party”).

BACKGROUND

The NCTCOG Transportation Department is responsible for preparing and maintaining the Metropolitan Transportation Plan for the 12-county area of the Metropolitan Planning Area (MPA). This Plan includes the region’s ‘Active Transportation’ (bicycle and pedestrian) strategies for improving mobility region-wide.

Efforts are underway to improve data collection on pedestrian and bicyclist travel in the region. Nonmotorized traffic (bicycle and pedestrian) count data can be used for a variety of purposes, such as to identify safety concerns, to communicate benefits, to encourage people to cycle and walk, to inform decision makers or partners about usage and prioritizing funds for bicycle and pedestrian infrastructure, to analyze trends, and to evaluate the impacts of specific projects including before and after facility improvements occur. Through consistent data collection of nonmotorized traffic (bicyclist and pedestrian counts), local governments may more fully understand the usage of bicyclists and pedestrians and may be able to better estimate demand or usage of planned or proposed pedestrian and bicyclist facilities for project evaluation and selection purposes.

NCTCOG is implementing a regional nonmotorized (bicycle and pedestrian) count program to support these efforts and to obtain data to address bicycle and pedestrian performance measures.

NCTCOG will administer the regional nonmotorized count program and serve as the repository and clearinghouse for data collected throughout the region. As the implementing agency for the regional monitoring program, NCTCOG will establish data collection guidelines and quality control measures, will store and manage data collected in a useable format in accordance with FHWA Traffic Monitoring guidance and data specifications, and will publish regular reports of data collection results.

The City and NCTCOG are mutual partners that have a stake in the nonmotorized monitoring program, and are able to share information and provide each other with support. Both the City and NCTCOG will have equipment purchased, installed, and operated at various bicycle and shared use path locations in Denton for purposes of providing pedestrian and bicycle user counts. The information collected by the City owned and NCTCOG owned equipment will be shared, and will be included with data collection reports for the MPA.

NOW THEREFORE, for and in consideration of the mutual covenants, agreements, and benefits to the parties herein named, it is agreed as follows:

TERMS

- I. NCTCOG agrees to purchase and provide to the City permanent counters capable of providing continuous bi-directional pedestrian and bicyclist counts in fifteen minute intervals with automated data transmission to a central host. Data is anticipated to be collected twenty-four hours a day, seven days a week and accessible to both NCTCOG and City through an online database provided and supported by the permanent counter vendor
- II. Upon receiving counter equipment, NCTCOG and the City will coordinate on proper installation and calibration of the permanent counter station(s) and equipment, which may include training organized by NCTCOG.
- III. The City agrees to install or cause to be installed at its expense the NCTCOG owned counter(s) and related equipment at the location(s) described in Exhibit A. Installation includes but is not limited to:
 - a. Installation of a post into the ground that will hold the data collection equipment, if no other suitable post or structure is available;
 - b. Installation of pedestrian counter equipment with a lens that will be placed in a post in order to transmit pedestrian count data;
 - c. Saw cuts in the concrete to install a loop detector wire and sealant necessary for bicycle detection; and
 - d. Installation of pull boxes that will connect the loop detector wire (two 16 inches by 60 inches) with the counter equipment.
- IV. NCTCOG will assist in the initial setup and calibration for automated data uploads for the NCTCOG owned counter(s).
- V. The City will maintain and ensure proper operation of the NCTCOG owned counter(s) from installation through the life (10+ years) of the equipment. Maintenance and operation includes but is not limited to:
 - a. Pedestrian counter lens cleaning twice a year to ensure accurate pedestrian counts;
 - b. Yearly battery checks or battery replacements for the counter stations;
 - c. Field visits to check that the equipment is functioning properly and to address and fix any potential equipment problems due to vandalism, flooding, debris impeding the proper operation of the counters, or other disruptions;
 - d. As needed field visits when automated alerts indicate situations of no counts, low counts or unusual high counts;
 - e. Coordinate with NCTCOG in conducting annual manual validation counts for each automated counter to ensure proper calibration of the counter equipment at each counter station location; and
 - f. Payment of subscription fees for modem transmission of data for each counter to ensure proper automatic data transfer. The City will reimburse NCTCOG for the purchase of the initial 5 year subscription of data transmission services of the two (2) NCTCOG owned counters (\$2,000 per counter), and will continue payment of subscription fees thereafter.

The above contact information may be modified without requiring an amendment to the Agreement.

- XIV. It is understood and agreed that the relationship described in this Agreement between the Parties is contractual in nature, between independent Parties and is not to be construed to create a partnership, joint venture, joint enterprise or agency relationship between the Parties. Neither Party shall be liable for any debts incurred by the other Party in the conduct of such other Party's business or functions.
- XV. During the performance of this Agreement, each Party, for itself, its assignees, and successors agrees to comply with all applicable local, state, and federal regulations.
- XVI. NCTCOG and City agree that each Party is responsible for its individual acts and deeds as well as the authorized acts and deeds of their contractors, employees, representatives and agents.
- XVII. The Parties shall negotiate toward resolving any disputes that arise under this Agreement. Each Party agrees to the extent possible to attempt to resolve any dispute arising under this Agreement through voluntary mediation, arbitration, or any other local dispute mediation process prior to initiating litigation.
- XVIII. This instrument constitutes the entire agreement of the Parties with respect to the matters contemplated herein and it may be modified or amended only in writing, signed by all Parties hereto.

EXECUTED by the Parties in duplicate originals.

CITY OF DENTON



George Campbell
City Manager

Date: 5/12/14

**NORTH CENTRAL TEXAS
COUNCIL OF GOVERNMENTS**



Mike Eastland
Executive Director

Date: 5/20/14