

1 **MEMORANDUM OF UNDERSTANDING NO. C-0-2441**

2 **BETWEEN**

3 **ORANGE COUNTY TRANSPORTATION AUTHORITY**

4 **AND THE CITY OF HUNTINGTON BEACH**

5 **FOR**

6 **THE PILOT REGIONAL SIGNAL PERFORMANCE MEASURE PROJECT**

7 The following Memorandum of Understanding (hereinafter, "MOU") is effective this _____ day
8 of _____, 2020 (Effective Date) between the Orange County Transportation Authority, 550
9 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of
10 California (herein referred to as "OCTA"), and the City of Huntington Beach, 2000 Main Street, Huntington
11 Beach California 92648, a municipal corporation duly organized and existing under the constitution and
12 laws of the State of California (hereinafter referred to as, "CITY"), each individually known as "PARTY"
13 and collectively known as "PARTIES" with regard to the following matters:

14 **WHEREAS**, on April 1, 2019, OCTA entered into an agreement with Iteris, Inc. (ITERIS), for
15 procurement of a proprietary signal performance measure platform; and

16 **WHEREAS**, the ITERIS proprietary signal performance measure platform is known as Iteris SPM
17 (hereinafter referred to as "SPM"); and

18 **WHEREAS**, OCTA and CITY agree to the implementation of the SPM Project (hereinafter,
19 "PROJECT") as a pilot signal performance measure platform for the region to evaluate; and

20 **WHEREAS**, CITY has indicated their desire to connect their traffic signals listed in Attachment A
21 (hereinafter referred to as "CITY TRAFFIC SIGNALS") to the SPM; and

22 **WHEREAS**, use of SPM requires traffic signal controllers to meet the Advanced Transportation
23 Controllers (ATC) specifications, as listed in Attachment B, and requires that a communication link be
24 established between a remote location and CITY TRAFFIC SIGNALS; and

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1 **WHEREAS**, an internet portal hosting the SPM data of the CITY TRAFFIC SIGNALS is required for
2 OCTA and CITY to monitor the signal performance from a remote location (hereinafter referred to as
3 "ACCESS"); and

4 **WHEREAS**, CITY signal performance data (hereinafter referred to as "DATA") includes Real
5 Time Traffic Signal Data, Traffic Signal Timing Plan, and any other traffic signal data provided to ITERIS
6 by CITY under this MOU; and.

7 **WHEREAS**, CITY is responsible for its jurisdictional portion of the operation and maintenance of
8 CITY TRAFFIC SIGNALS; and

9 **WHEREAS**, OCTA and CITY have previously cooperated, and will continue to cooperate, in
10 carrying out traffic signal synchronization and other Intelligent Transportation Systems (ITS)
11 improvements on the CITY TRAFFIC SIGNALS; and

12 **WHEREAS**, OCTA and CITY wish to make the DATA that is being collected along CITY TRAFFIC
13 SIGNALS through the SPM platform available for the purposes of traffic signal coordination and
14 maintenance operations; and

15 **WHEREAS**, this exchange of information will facilitate the optimization of traffic signal
16 synchronization as well as the ability to provide a multi-jurisdictional coordinated response to traffic
17 congestion.

18 **NOW, THEREFORE**, in consideration of the mutual benefits to be derived by OCTA and CITY
19 and the promises herein contained, it is hereby agreed as follows:

20 **ARTICLE 1. COMPLETE AGREEMENT:**

21 This MOU, including all exhibits and documents incorporated herein and made applicable by
22 reference, constitutes the complete and exclusive statement of the terms and conditions of the MOU
23 between OCTA and CITY concerning the PROJECT and supersedes all prior representations,
24 understandings and communications between the parties. The above-referenced Recitals are true and
25 correct and are incorporated by reference herein. The invalidity in whole or part of any term or condition
26 of this MOU shall not affect the validity of other term(s) or condition(s).

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ARTICLE 2. RESPONSIBILITIES OF OCTA:

OCTA agrees to the following responsibilities for PROJECT:

1. To configure and install SPM at CITY designated workstations for CITY TRAFFIC SIGNALS to enable operations with SPM at no cost to CITY.
2. To provide ACCESS to CITY for its use to monitor the performance of CITY TRAFFIC SIGNALS with the installation to be completed at no cost to CITY.
3. To accept responsibility for and to maintain in good condition the SPM platform tool installed at CITY workstation.

ARTICLE 3. RESPONSIBILITIES OF CITY:

CITY agrees to the following responsibilities for PROJECT:

1. To be solely responsible for maintaining the timing for CITY TRAFFIC SIGNALS to promote coordinated traffic operations, multi-jurisdictional cooperation, and improve arterial traffic conditions.
2. To inform OCTA of new traffic signal installations and any traffic signal modifications, which would materially affect performance metrics in SPM.
3. To accept responsibility for and to maintain in good condition appropriate traffic signal controllers for PROJECT.
4. To accept full and complete ownership of, responsibility for, and to maintain in good condition and, at CITY expense, communication at CITY TRAFFIC SIGNALS.
5. To allow all CITY DATA provided through SPM to be made available to any authorized public CITY approved by OCTA and the owning CITY for the purpose of traffic signal coordination and other traffic management related evaluations.
6. To accept responsibility for and to maintain in good condition the workstation operating the SPM platform and ensure that it is not altered.
7. To provide access to the SPM workstation at no cost to OCTA, to install SPM and for the platform upgrades and maintenance.

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ARTICLE 4. MUTUAL RESPONSIBILITIES OF PARTIES:

OCTA and CITY agree to the following mutual responsibilities for PROJECT:

1. Nothing in this MOU shall be construed to make CITY a party to or have any liability under the SPM agreement.
2. Nothing in this MOU shall be construed as changing the role of CITY in operating and maintaining the traffic signals and signal systems, such as a traffic control system, within CITY's jurisdiction.
3. CITY is responsible to maintaining the ITERIS issued limited-term license required to operate and maintain SPM.
4. OCTA is responsible for managing user access to the regional pilot SPM hosted by ITERIS.
5. CITY shall be solely responsible for detecting and correcting malfunctions of CITY TRAFFIC SIGNALS identified by SPM.
6. To work together in good faith, using reasonable efforts to resolve any unforeseen issues and disputes arising out of the performance of this MOU.
7. This MOU may only be modified or amended upon written mutual consent. All modifications, amendments, changes and revisions of this MOU in whole or part, and from time to time, shall be binding upon CITY.
8. This MOU shall be governed by all applicable federal, state and local laws. CITY warrants that in the performance of this MOU, CITY shall comply with all applicable federal, state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated there under.
9. CITY shall indemnify, defend, and hold harmless OCTA, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of CITY, its officers, directors, employees, agents,

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subconsultants or suppliers under the MOU. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify OCTA, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of OCTA.

10. OCTA shall indemnify, defend, and hold harmless CITY, its officers, directors, employees and agents from and against any and all claims (including attorneys' fees and reasonable expenses for litigation or settlement) for any loss, costs, penalties, fines, damages, bodily injuries, including death, damage to or loss of use of property, arising out of, resulting from, or in connection with the performance of OCTA, its officers, directors, employees, agents, subconsultants or suppliers under the MOU. Notwithstanding the foregoing, such obligation to defend, hold harmless, and indemnify CITY, its officers, directors, employees and agents shall not apply to such claims or liabilities arising from the sole or active negligence or willful misconduct of CITY.

11. Indemnification obligations of this MOU shall survive its expiration or termination.

12. Either Party shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; national fuel shortage; pandemic; or a material act or omission by any other Party; when satisfactory evidence of such cause is presented to the other agencies, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing.

13. This MOU shall continue in full force and effect through June 30, 2021, unless terminated earlier by OCTA or CITY. Termination by either Party may occur at any time, with or without cause, and be effective immediately

14. The term of this MOU may only be extended upon mutual written consent by both Parties.

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ARTICLE 5. IT IS MUTUALLY UNDERSTOOD AND AGREED:

All notices hereunder and communications regarding the interpretation of the terms of this MOU, or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in the U.S. mail, registered, or certified mail and addressed as follows:

To CITY:

To OCTA:

City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Orange County Transportation Authority
550 S. Main Street
P.O. Box 14184
Orange, California 92863-1584

Attention: Bob Stachelski
Transportation Manager
Department of Public Works
(714) 536-5523, bstachelski@surfcity-hb.org

Attention: Yvette Crowder
Senior Contract Administrator
(714) 560 - 5616, ycrowder@octa.net
Alicia Yang: Project Manager
(714) 560 - 5362, ayang@octa.net

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IN WITNESS WHEREOF, the Parties hereto have caused this MOU No. C-0-2441 to be executed
as of the date of the last signature below.

CITY OF HUNTINGTON BEACH

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Sean Crumby
Director of Public Works

By: _____
Pia Veasapen
Manager, Contracts and Procurement

Dated: _____

Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
Robin Estanislau
City Clerk

By: _____
James M. Donich
General Counsel

Dated: _____

Dated: 8/17/2020

APPROVED AS TO FORM

By: _____
Michael E. Gates
City Attorney

Dated: _____