MEMORANDUM OF UNDERSTANDING NO. C-0-2441

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND THE CITY OF HUNTINGTON BEACH

FOR

THE PILOT REGIONAL SIGNAL PERFORMANCE MEASURE PROJECT

The following Memorandum of Understanding (hereinafter, "MOU") is effective this ___29th___ day of ___October___, 2020 (Effective Date) between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange California 92863-1584, a public corporation of the State of California (herein referred to as "OCTA"), and the City of Huntington Beach, 2000 Main Street, Huntington Beach California 92648, a municipal corporation duly organized and existing under the constitution and laws of the State of California (hereinafter referred to as, "CITY"), each individually known as "PARTY" and collectively known as "PARTIES" with regard to the following matters:

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

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

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

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

WHEREAS, use of SPM requires traffic signal controllers to meet the Advanced Transportation Controllers (ATC) specifications, as listed in Attachment B, and requires that a communication link be 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).

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.

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,

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.

1 **ARTICLE 5.   IT IS MUTUALLY UNDERSTOOD AND AGREED:**

2   All notices hereunder and communications regarding the interpretation of the terms of this MOU,

3 or changes thereto, shall be effected by delivery of said notices in person or by depositing said notices in

4 the U.S. mail, registered, or certified mail and addressed as follows:

5 To CITY: To OCTA:

6 City of Huntington Beach   Orange County Transportation Authority

7 2000 Main Street   550 S. Main Street

8 Huntington Beach, CA 92648   P.O. Box 14184

9   Orange, California 92863-1584

10 Attention: Bob Stachelski   Attention: Yvette Crowder

11 Transportation Manager   Senior Contract Administrator

12 Department of Public Works   (714) 560 - 5616, ycrowder@octa.net

13 (714) 536-5523, bstachelski@surfcity-hb.org Alicia Yang: Project Manager

14   (714) 560 - 5362, ayang@octa.net

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1   **IN WITNESS WHEREOF**, the Parties hereto have caused this MOU No. C-0-2441 to be executed

2   as of the date of the last signature below.

3   **CITY OF HUNTINGTON BEACH**   **ORANGE COUNTY TRANSPORTATION AUTHORITY**

By: _____   By: _____
Sean Crumby   Pia Veesapen
Director of Public Works   Manager, Contracts and Procurement

Dated: 9/10/2020   Dated: 10/29/20

ATTEST: **APPROVED AS TO FORM:**

By: _____   By: _____
Robin Estanislau   James M. Donich
City Clerk   General Counsel

Dated: _____   Dated: 8/17/2020

APPROVED AS TO FORM

By: _____
Michael E. Gates
City Attorney

Dated: _____

ID	Location
12	Brookhurst Street @ Garfield Avenue
38	Brookhurst Street @ Yorktown Avenue
135	Brookhurst Street @ Beachmont Plaza
3	Brookhurst Street @ Adams Avenue
37	Brookhurst Street @ Indianapolis Avenue
34	Brookhurst Street @ Atlanta Avenue
18	Brookhurst Street @ Hamilton Avenue
84	Brookhurst Street @ Banning Avenue
85	Brookhurst Street @ Bushard Street

The Signal Performance Measure (SPM) Service is a cloud-based data and software service that shall allow the agency easy access to performance measures and visualizations derived from high-resolution data that is extracted from field-located signal controllers.

Signal Controller Data

The SPM Service shall have the capability of collecting, storing, and analyzing high-resolution (10 Hz) signal controller data from controllers that log this data in the industry-standard format. This list of controllers includes:

- Siemens
  - M50 Linux & M60 ATV
    - ECOM v3.52+
    - NTCIP v4.53+
- Econolite
  - Cobalt – Any version
  - ASC3 NEMA – v2.50+ & OS 1.14.03+
  - 2070 with 1C CPU Module – v32.50+
- Intelight Maxtime – v1.7.0+
- McCain ATC Omni eX1.6+
- Peek ATC Greenwave – v03.05.0528+
- Trafficware 980ATC v76.10+

Data Acquisition and Transmission

The following is required for data acquisition and transmission:

- List of controller IP addresses and port numbers

- Outbound access from the SPM data collection server to field controllers via port 161 (UDP) or other designated port. This access shall be used to identify the controller firmware version via SNMP.

- Outbound access from the SPM data collection server to the field controllers (typically via port 22 for SFTP data transfer, port 21 for FTP data transfer, or other ports as designated by the controller manufacturer or agency).

- Access from the SPM data collection server to a designated IP address (to be supplied to the agency by vendor) to the agency via Port 443 (TCP) for transfer of high-resolution data logs from the SPM data collection server to the SPM cloud hosted environment

Service Setup Requirements

To support the SPM service, the vendor shall acquire detector layouts and assignments in the signal controller. These shall be obtained from agency drawings, if available, or otherwise shall be obtained from the Advanced Traffic Management System (ATMS) or by field visits. The vendor shall perform set-up of the detector layouts and assignments within the SPM software tool.