

AGREEMENT TYPE:	Cooperative Agreement
DESCRIPTION:	<b>Center-to-Center (C2C)</b> data sharing between two (2) or more agencies.
SOURCE:	Los Angeles County Department of Public Works
INTENT OF THE SOURCE AGREEMENT:	An agreement to govern the roles and responsibilities of the County and Cities participating in the Los Angeles County Information Exchange Network (IEN).
PARTIES TO THE SOURCE AGREEMENT:	Los Angeles County Department of Public Works and cities within Los Angeles County that are participating in the Los Angeles County Information Exchange Network (IEN).
CONTACTS:	Los Angeles County: Jane White 626-300-2020 <a href="mailto:JWHITE@ladpw.org">JWHITE@ladpw.org</a> No city contact information.
OTHER NOTES:	This was a draft agreement that had been through a couple of rounds of review and comment by the parties but had not yet been fully finalized and executed.
POTENTIAL USES IN THE CENTRAL COAST REGION:	<ul style="list-style-type: none"> <li>• An agreement between Caltrans D-5 and a local agency to exchange data, images or information between the Caltrans TMC and a local agency TOC or maintenance facility.</li> <li>• An agreement between a local transit operator and a local agency to exchange data, images or information between the transit management center and a local agency TOC or maintenance facility.</li> </ul>

**AGREEMENT TEMPLATE AS PRESENTED TO  
THE CENTRAL COAST REGION**

(revised based on comments received at June 16, 2006 project stakeholder meeting)

## A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MONTEREY, a municipal corporation in the County of MONTEREY, hereinafter referred to as "CITY," and the CALIFORNIA DEPARTMENT OF TRANSPORTATION, DISTRICT 5, hereinafter referred to as "CALTRANS."

## W I T N E S S E T H

WHEREAS, \_\_\_\_\_ Boulevard from \_\_\_\_\_ Street to \_\_\_\_\_ Avenue; \_\_\_\_\_ Street from \_\_\_\_\_ Boulevard to \_\_\_\_\_ Street; and \_\_\_\_\_ Avenue from \_\_\_\_\_ Avenue to \_\_\_\_\_ Boulevard, hereinafter referred to as ARTERIALS, are included in the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and **(NOTE: IN CASES WHERE THERE ARE MULTIPLE ARTERIALS OR SEGMENTS, AN EXHIBIT CAN BE REFERENCED AND ATTACHED TO THE AGREEMENT).**

WHEREAS, CITY and CALTRANS are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS; and

WHEREAS, CITY and CALTRANS have previously cooperated, and will continue to cooperate, in carrying out traffic signal synchronization and other Intelligent Transportation System (ITS) improvements on the ARTERIALS; and

WHEREAS, CITY has completed a Concept of Operations Report and a conceptual design that promotes coordinated traffic operations and multi-jurisdictional cooperation to improve arterial traffic conditions to improve traffic flow thereby saving motorists time and improving air quality; and

WHEREAS, CALTRANS is responsible for deploying the Data Exchange System which will allow the transmission of traffic data; and

WHEREAS, this exchange of information will facilitate the optimization of traffic signal synchronization as well as the ability to provide a multi-jurisdictional coordinated response to incidents or special events that are creating traffic congestion, and

WHEREAS, CITY and CALTRANS wish to make the near-real time traffic information and congestion data that is being collected along the ARTERIALS through the WHIZZBANG DATA EXCHANGE SYSTEM available for the purposes of an Advanced Traveler Information System or to other public agencies for the purpose of traffic signal coordination.

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

(1) CITY AGREES:

- a. Nothing in this AGREEMENT 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.
- b. To operate a traffic signal system, such as a traffic control system, which is in conformance with CALTRANS' DATA EXCHANGE SYSTEM Concept of Operations Report.
- c. To coordinate traffic signal operations with other TMCs in the Region as appropriate.
- d. To modify signal system and other roadway equipment settings, as needed to mitigate the impact of incidents.
- e. Notify / coordinate with emergency service providers (CHP, local Agency) about detected incidents on local roads, as appropriate.
- f. To make near-real time traffic information and congestion data for CITY ARTERIALS, to the extent that it exists and is reasonably possible, available to the DATA EXCHANGE SYSTEM.
- g. To allow all CITY traffic congestion data provided through the DATA EXCHANGE SYSTEM to be made available to any authorized public agency approved by CALTRANS for the purpose of traffic signal coordination and other traffic management related control actions and evaluations.
- h. To maintain the DATA EXCHANGE SYSTEM workstation(s) and ensure DATA EXCHANGE SYSTEM standard software is not altered
- i. To provide access to the DATA EXCHANGE SYSTEM workstation for software upgrades and maintenance

(2) CALTRANS AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of CALTRANS in operating and maintaining the traffic signals and signal systems within CALTRANS' jurisdiction.
- b. To coordinate freeway operations and information with other Caltrans Districts, CHP, and local Agencies, as appropriate.
- c. To coordinate activities with other Agencies to manage Regionally-significant (planned and unplanned) incidents.

- d. To notify / coordinate with emergency service providers (CHP, local Agency) about detected incidents on State-operated highways / roads, as appropriate.
- e. To operate a traffic signal system, such as a traffic control system, which is in conformance with the CALTRANS' Concept of Operations Report.
- f. To secure and obtain grant funds to be used to finance the cost to develop and deploy the Data Exchange System in compliance with grant conditions.
- g. To operate a Traffic Management Center (TMC) that will be used as a data collection and distribution facility. The TMC will be used by CITY, CALTRANS and other agencies as a central location to develop optimization plans for traffic signal synchronization and derive response plans to minimize congestion on the ARTERIALS.
- h. To file an annual report with the Transportation Agency for Monterey County (TAMC) on the efficiency of the Advanced Traffic Management Systems that has been deployed on the ARTERIALS. This annual report will note if the efficiency can be improved by revisions to traffic signal timing at any of the intersections of the ARTERIALS.
- i. To maintain the DATA EXCHANGE SYSTEM software and communications network

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT grants authorization to CITY for the DATA EXCHANGE SYSTEM upon the terms and conditions set forth below and are intended to provide guidelines, define responsibilities and formalize procedures to facilitate the sharing of traffic information among the parties hereto. This AGREEMENT does not constitute any financial commitment between the CITY and CALTRANS.
- b. The terms of the Data Exchange System authorization granted to CITY are as follows: **[delineate terms of agreement to share data, to include but not be limited to: software licensing agreements, terms of use, etc.]**.
- c. CALTRANS is responsible for considering and granting access requests from any third party for the DATA EXCHANGE SYSTEM for the purposes of an Advanced Traveler Information System, as CALTRANS shall determine in its sole and absolute discretion.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon

thirty (30) days prior written notice.

- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: [insert CITY point of contact information]  
[insert CITY point of contact information]  
[insert CITY point of contact information]  
[insert CITY point of contact information]  
[insert CITY point of contact information]

CALTRANS: [insert CALTRANS point of contact information]  
[insert CALTRANS point of contact information]  
[insert CALTRANS point of contact information]  
[insert CALTRANS point of contact information]  
[insert CALTRANS point of contact information]

- f. Neither CALTRANS nor any officer or employee of CALTRANS shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to \_\_\_\_\_ [insert proper legal reference(s), as appropriate], CITY shall fully indemnify, defend, and hold CALTRANS harmless from any liability imposed for injury (as defined by \_\_\_\_\_ [insert proper legal reference(s), as appropriate]) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by \_\_\_\_\_ [insert proper legal reference(s), as appropriate]) is sought to be imposed under \_\_\_\_\_ [insert proper legal reference(s), as appropriate] for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold CALTRANS harmless from any and all liability arising from such dangerous condition.
- g. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CALTRANS under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CALTRANS under this AGREEMENT. It is also understood and agreed that, pursuant to \_\_\_\_\_ [insert proper legal reference(s), as appropriate], CALTRANS shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by \_\_\_\_\_ [insert proper

**legal reference(s), as appropriate])** occurring by reason of any act or omission on the part of CALTRANS under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CALTRANS under this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MONTEREY on \_\_\_\_\_, 200\_, and by CALTRANS on \_\_\_\_\_, 200\_.

**CALTRANS**

**By:** \_\_\_\_\_

[name of person authorized to execute agreement], [title]

**Approved as to form and legality:**

**By:** \_\_\_\_\_  
**[name of person authorized to approve form of agreement (i.e. legal counsel)], [title]**

**Date:** \_\_\_\_\_

**RECOMMENDED BY:**

\_\_\_\_\_  
[name of agency staff member (or that person's superior, as appropriate) responsible for overseeing the project on behalf of the agency], [title]

**CITY**

**By:** \_\_\_\_\_

[name of person authorized to execute agreement], [title]

**Approved as to form and legality:**

\_\_\_\_\_  
**[name of person authorized to approve form of agreement (i.e. legal counsel)], [title]**

**Dated:** \_\_\_\_\_

**ATTEST**



**SOURCE AGREEMENT  
FROM WHICH THE TEMPLATE AGREEMENT WAS DERIVED**

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF \_\_\_\_\_, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

## WITNESSETH

WHEREAS, \_\_\_\_\_ Boulevard from \_\_\_\_\_ Street to \_\_\_\_\_ Avenue; \_\_\_\_\_ Street from \_\_\_\_\_ Boulevard to \_\_\_\_\_ Street; and \_\_\_\_\_ Avenue from \_\_\_\_\_ Avenue to \_\_\_\_\_ Boulevard, hereinafter referred to as ARTERIALS, are included in the Highway Element of CITY'S General Plan and on COUNTY'S Highway Plan; and ***(NOTE: IN CASES WHERE THERE ARE MULTIPLE ARTERIALS OR SEGMENTS, AN EXHIBIT CAN BE REFERENCED AND ATTACHED TO THE AGREEMENT).***

WHEREAS, CITY and COUNTY are each responsible for their jurisdictional portion of the operation and maintenance of the traffic signals and signal systems along each of the ARTERIALS; and ***(NOTE: THIS RECITAL MAY NEED TO BE CUSTOMIZED ON A CASE-BY-CASE BASIS TO HANDLE SITUATIONS WHERE A CITY HAS CONTRACTED WITH ANOTHER AGENCY, SUCH AS A NEIGHBORING CITY OR THE COUNTY, FOR THE MAINTENANCE OF THEIR JURISDICTIONAL PORTION OF THE TRAFFIC SIGNAL(S). A SEPARATE EXHIBIT MAY BE NEEDED AS AN ATTACHMENT TO THIS AGREEMENT TO DESCRIBE THE SITUATION IN DETAIL).***

WHEREAS, CITY and COUNTY have previously cooperated, and will continue to cooperate, in carrying out traffic signal synchronization and other Intelligent Transportation System (ITS) improvements on the ARTERIALS; and

WHEREAS, COUNTY has completed a Concept of Operations Report and a conceptual design that promotes coordinated traffic operations and multi-jurisdictional cooperation to improve arterial traffic conditions to improve traffic flow thereby saving motorists time and improving air quality; and

WHEREAS, COUNTY is responsible for deploying the Information Exchange Network (IEN) which will allow the transmission of traffic data among licensed users; and

WHEREAS, this exchange of information will facilitate the optimization of traffic signal synchronization as well as the ability to provide a multi-jurisdictional coordinated response to incidents or special events that are creating traffic congestion, and

WHEREAS, CITY and COUNTY wish to make the near-real time traffic information and congestion data that is being collected along the ARTERIALS through the IEN available to licensed third parties for the purpose of an Advanced Traveler Information

System or to other licensed public agencies for the purpose of traffic signal coordination.

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

(1) CITY AGREES:

- a. Nothing in this AGREEMENT 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.
- b. To operate a traffic signal system, such as a traffic control system, which is in conformance with the COUNTY'S IEN Concept of Operations Report.
- c. To make near-real time traffic information and congestion data for CITY ARTERIALS, to the extent that it exists and is reasonably possible, available to the IEN.
- d. To allow CITY's traffic congestion data provided through the IEN to be made available to County approved IEN licensed third parties for the purposes of an Advanced Traveler Information System.
- e. To allow all CITY traffic congestion data provided through the IEN to be made available to any licensed public agency approved by the COUNTY for the purpose of traffic signal coordination and other traffic management related control actions and evaluations.
- f. To maintain the IEN workstation(s) and ensure IEN standard software is not altered
- g. To provide access to the IEN workstation for software upgrades and maintenance

(2) COUNTY AGREES:

- a. Nothing in this AGREEMENT shall be construed as changing the role of COUNTY in operating and maintaining the traffic signals and signal systems within COUNTY's jurisdiction.
- b. To operate a traffic signal system, such as a traffic control system, which is in conformance with the COUNTY'S Concept of Operations Report.
- c. To secure and obtain grant funds to be used to finance the cost to develop and deploy the Information Exchange Network in compliance with grant conditions.

- d. To operate a Traffic Management Center (TMC) that will be used as a data collection and distribution facility. The TMC will be used by CITY/COUNTY and other agencies as a central location to develop optimization plans for traffic signal synchronization and derive response plans to minimize congestion on the ARTERIALS.
- e. To file an annual report with the MTA on the efficiency of the Advanced Traffic Management Systems that has been deployed on the ARTERIALS. This annual report will note if the efficiency can be improved by revisions to traffic signal timing at any of the intersections of the ARTERIALS.
- f. To maintain the IEN software and communications network

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT grants a license to CITY for the IEN upon the terms and conditions set forth below and are intended to provide guidelines, define responsibilities and formalize procedures to facilitate the sharing of traffic information among the parties hereto. This AGREEMENT does not constitute any financial commitment between the CITY and COUNTY.
- b. The terms of the Information Exchange Network license granted to CITY are as follows: COUNTY grants to CITY a non-exclusive, non-transferable license to access and internally use the IEN to make near-real time traffic information and congestion data collected along the ARTERIALS available to COUNTY and COUNTY approved licensed third parties for the purpose of an Advanced Traveler Information System or to other COUNTY approved licensed public agencies for the purpose of traffic signal coordination. This license permits CITY, its employees and contractors to access and internally use the IEN only in connection with the foregoing purpose; the license does not permit use or access of the IEN for any other purpose, and does not permit use or access by any other person or entity.
- c. COUNTY is responsible for considering and granting license requests from any third party for the IEN for the purposes of an Advanced Traveler Information System, as COUNTY shall determine in its sole and absolute discretion.
- d. The term of this AGREEMENT shall commence on the date it is approved by the Board of Supervisors and shall continue until any party terminates it upon thirty (30) days prior written notice.

- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. \_\_\_\_\_  
Director of Public Works  
City of \_\_\_\_\_  
\_\_\_\_\_, CA 9\_\_\_\_\_

**Draft**

COUNTY: Mr. \_\_\_\_\_  
Attention: Traffic and Lighting Division  
County of Los Angeles, Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- e. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. Where liability for injury (as defined by Government Code, Section 810.8) is sought to be imposed under Section 830, et seq., of the Government Code for a dangerous condition of property owned by or under the control of CITY, CITY shall fully defend, indemnify, and hold COUNTY harmless from any and all liability arising from such dangerous condition.
- f. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY

under this AGREEMENT.

**Draft**

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF \_\_\_\_\_ on \_\_\_\_\_, 200\_, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 200\_.

COUNTY OF LOS ANGELES

By \_\_\_\_\_ Chair,  
Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

By \_\_\_\_\_  
DEPUTY

APPROVED AS TO FORM:  
County Counsel

By \_\_\_\_\_  
DEPUTY

CITY OF \_\_\_\_\_

By \_\_\_\_\_  
MAYOR

ATTEST:

APPROVED AS TO FORM:

By \_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
CITY ATTORNEY

**Original**