

ITEM 7D

Coachella Valley Association of Governments Executive Committee February 26, 2018



Staff Report

Subject: Regional Traffic Signal Synchronization Project Master Plan and Participating Agreement

Contact: Eric Cowle, Transportation Program Manager (ecowle@cvag.org)

Recommendation: Recommend approval the Traffic Signal Interconnect Master Plan, and approval of the corresponding Participating Agreement.

Transportation Technical Advisory Subcommittee: CONCURS (Meeting of October 26th)

Transportation Committee: CONCURS with understanding that jurisdictions have time to review draft agreement prior to Executive Committee meeting. (Meeting of November 6th)

Technical Advisory Committee: CONTINUED to provide additional time for jurisdictions to review Participating Agreement and provide comment. (Meeting of November 13th)
CONCURS (Meeting of February 12th)

Background:

The Staff Report originally prepared for the November 13th TAC meeting has been included as an attachment.

Update

In their October 2017 meeting, the TTAS reviewed each individual Participating Agreement recital and responsibility and arrived at a unanimous consensus. TTAS understood that the Recitals and Responsibilities would be placed into a Draft Agreement for CVAG Committee consideration in November 2017. CVAG's legal counsel has reviewed the draft document.

The Draft Agreement was presented on November 6, 2017 to the Transportation Committee, which approved the staff recommendation with the understanding that the language could be reviewed by individual jurisdictions before the Executive Committee voted on it. At the November 13, 2017, Technical Advisory Committee (TAC) meeting, the City of Rancho Mirage requested a continuance of this item to allow time for their legal counsel to review the draft agreement. After discussion, the Committee recommended continuing the item to the January 2018 TAC meeting, allowing additional time for all jurisdictions to review the draft agreement and provide any recommended changes. CVAG's January committee meetings were cancelled, therefore, this agenda item has been continued to the February TAC meeting.

Formal comments on the Participating Agreement were received by several jurisdictions. In most cases the comments requested clarifications in the draft language. Rather than providing formal comments on the draft Participating Agreement, the City of Rancho Mirage submitted a letter opting not to participate in the Signal Synchronization Program. That letter has been attached, along with a Transportation Committee staff report regarding the correspondence.

The non-participation of one Coachella Valley community, particularly in the central part of the urbanized Coachella Valley, negatively impacts the overall efficacy of regional synchronization and regional smart-city initiatives. While the City of Rancho Mirage's letter states that they "will be cooperative in their efforts to solve traffic issues throughout the Valley," it does not provide the same guarantee that traffic will move smoothly as it crosses from one city to the next. However, the City's lack of participation still leaves a robust and exciting project for the eight remaining Coachella Valley cities and other partnering jurisdictions. This program is not only about signal synchronization; it also establishes a regional communications platform for future "Smart City" initiatives and supports connected and autonomous vehicles. The Program anticipates smart phone traffic "apps" as the technology is implemented. Some cities have expressed their intention to move forward with "Smart City" initiatives as the new infrastructure is installed.

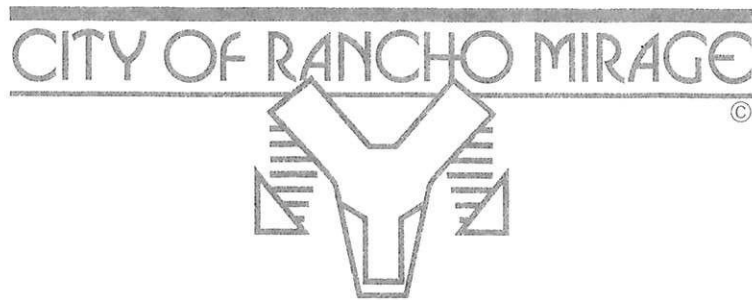
A revised Participating Agreement has been attached addressing the comments received. When the Master Plan and Participating Agreement are approved, Advantec will move forward with the remaining elements of the project (previously identified), including final design. Construction of Phase 1 includes three corridors (Highway 111, Ramon Road and Washington Street) and is anticipated to begin by the end of 2018. Additional corridors will be brought back to the committees for funding consideration in the near future.

Fiscal Analysis

The Master Plan identifies a Phase I Signal Synchronization Infrastructure preliminary cost estimate of \$16,709,910. CVAG has previously budgeted approximately \$8 million in regional and federal funding toward this project. At the February 5, 2018 meeting, the Transportation Committee recommended funding the balance of Phase I and launching Phase 2 with \$27 million in additional federal Congestion Mitigation and Air Quality (CMAQ) Program funding. This proposal is outlined in a separate CMAQ agenda item.

Attachments

1. LINK to Traffic Signal Interconnect Master Plan: <https://www.cvag.org/TSI.htm>
2. Rancho Mirage letter (January 3, 2017) indicating non-participation
3. CVAG Staff Report (February 5, 2018) in response to Rancho Mirage letter
4. Draft Participating Agreement (revised since November 13, 2017)
5. Original CVAG Staff Report (November 13, 2017) for this item



Attachment 2

OFFICE OF THE CITY MANAGER
RANDAL K. BYNDER

January 3, 2018

George Johnson, Chair
CVAG Technical Advisory Committee
73-710 Fred Waring Drive, Suite 200
Palm Desert, CA 92260

Dear Mr. Johnson,

On November 13, 2017, the Technical Advisory Committee granted our request for a continuance to January 8, 2018, to allow more time to consider the draft Traffic Signal Synchronization Participation Agreement. The continuance gave me the opportunity to discuss the draft agreement with staff, legal counsel and a City Council subcommittee which was formed with direction to evaluate it.

After extensive consideration, the subcommittee and I concluded that regional cooperation is not contingent upon our becoming a signatory to the agreement. As we have in the past, the City will continue to work with our neighbors regarding traffic coordination and signal synchronization.

The City sees it as a critical decision to surrender local control of traffic regulation particularly in light of the monetary burdens to a city wishing to withdraw. From a practical perspective, signing onto the plan is essentially a permanent transfer of a city's sovereign right of local traffic control and abdicating such an important aspect of local governance is not in keeping with a fundamental purpose of incorporation.

CVAG can be assured Rancho Mirage will be cooperative in their efforts to solve traffic issues throughout the Valley and we will always listen to reasonable and practicable suggestions made by others. However, the subcommittee and I sincerely believe Rancho Mirage is and has been engaged in prudent, responsible and effective traffic regulation for a great many years and feel that nothing is to be gained for the City by becoming a signatory to the proposed participation agreement.

ADMINISTRATION
Tel. 1.760.324.4511
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Fax. 1.760.324.1617

PUBLIC LIBRARY
Tel. 1.760.341.7323
Fax. 1.760.341.5213

PUBLIC WORKS
Tel. 1.760.770.3224
Fax. 1.760.770.3261



We appreciate the continuance approved by TAC which has allowed us to assess the matter thoroughly. We conclude that it is simply not in our best interests to relegate the City to "participation status" while granting CVAG "lead agency status" as repeated throughout the draft agreement.

We will do everything we can to help ensure that regional traffic signal synchronization is a success, consistent with our own zoning, land use policies, traffic circulation plans and the interests of our residents.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Bynder', with a stylized, flowing script.

Randal K. Bynder
City Manager

C: Tom Kirk, Executive Director, CVAG

Attachment 3

Coachella Valley Association of Governments Transportation Committee February 05, 2018



Staff Report

Subject: Signal Synchronization Update and Non-Participating Notification from Rancho Mirage

Contact: Eric Cowle, Transportation Program Manager (ecowle@cvag.org)

Recommendation: Receive and file.

Background: Since 2013, CVAG has been working on a regional signal synchronization program as a way to improve traffic flow as well as improve the region's air quality. The opinion has been that synchronization must be done regionally – not city by city, nor even one major roadway at a time – in order to have the greatest benefits. Since the Executive Committee awarded a contract to Advantec Consulting Engineers, Inc. in 2015, CVAG has been working to finalize the Master Plan and the coordinating Participating Agreement.

The Transportation Committee in November voted to move the Participating Agreement forward with understanding that jurisdictions had time to review it prior to the Executive Committee meeting. However, at the November 11, 2018 Technical Advisory Committee meeting, the item was continued at the request of the Rancho Mirage City Manager, who expressed an interest in working on the Agreement wording so it achieved the goals of the project while addressing the City's concerns about local control. The postponement allowed an opportunity for all jurisdictions to provide comments on the draft agreement to CVAG.

Rancho Mirage did not provide comments on the draft, despite repeated requests from CVAG staff to work on Agreement language that addresses any concerns. Instead, CVAG received a letter, which is attached, notifying CVAG that the City will not participate in the Coachella Valley Regional Signal Synchronization Program. The City claims that "signing onto the plan is essentially a permanent transfer of a city's sovereign right of local traffic control." In addition, the city claims it is not in their best interest in CVAG being granted "lead agency" status on this regional project, having to synchronize with adjacent cities and being accountable for federal dollars spent.

The Rancho Mirage Director of Public Works chaired the CVAG sub-committee that developed the Draft Participating Agreement during four meetings in 2017. Recent conversations at the staff level indicated that mutually acceptable language could be reached on the Agreement recitals, roles and responsibilities. However as of January 2018, CVAG was notified that the chair of the CVAG sub-committee is no longer employed by the City of Rancho Mirage.

Notably, the City of Rancho Mirage did sign the nearly identical Multi-Agency Traffic Signal Cooperative Agreement when valley-wide synchronization was pursued back in 2000. That 2000 agreement also established CVAG as the lead agency of the regional project, with the City being a "Cooperating Agency".

The non-participation of one Coachella Valley community, particularly in the central part of the urbanized Coachella Valley, negatively impacts the overall efficacy of regional synchronization and regional smart-city initiatives. While the City of Rancho Mirage's letter states that they "will be cooperative in their efforts to solve traffic issues throughout the Valley," it does not provide the same guarantee that traffic will move smoothly as it crosses from one city to the next. However, the City's lack of participation still leaves a robust and exciting project for the eight remaining Coachella Valley cities and other partnering jurisdictions. This program is not only about signal synchronization; it also establishes a regional communications platform for future "Smart City" initiatives and supports connected and autonomous vehicles. The Program anticipates smart phone traffic "apps" as the technology is implemented. Some cities have expressed their intention to move forward with "Smart City" initiatives as the new infrastructure is installed.

Signal Synchronization at the corridor level through multiple jurisdictions is happening across the country, especially in Southern California. The remaining Coachella Valley cities and other partnering jurisdictions will be addressing signal synchronization and advancing into Intelligent Transportation Systems at a regional level, looking at the entire arterial system. Because of this innovative approach, this is a nationally preeminent project. The benefits realized for our Valley's residents and visitors through this program will become a benchmark for regional governments across the country.

Based on comments received from other member jurisdictions, CVAG staff has made grammatical revisions and other minor changes to the Draft Participating Agreement since it was first presented in November. It will be presented to the Technical Advisory Committee on February 12, 2018 for consideration, and then to the Executive Committee on February 26, 2018 for final action.

Fiscal Analysis: The Master Plan identifies a Phase I ITS Infrastructure preliminary cost estimate of \$16.7 million. By electing not to participate in regionalized signal synchronization, Rancho Mirage will miss out on several million dollars in signal equipment and software for the project, which are fully covered through federal and regional funding. While the City of Rancho Mirage may acquire this equipment and software on their own, it will not have the same value because the technology will not be connected into the regional system serving the other jurisdictions. In addition, the cost of continually updating the hardware and software will fall to the City.

Attachment: Letter from City of Rancho Mirage

Attachment 4

**MULTI-AGENCY
PARTICIPATING AGREEMENT
FOR**

COACHELLA VALLEY REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROGRAM

THIS PARTICIPATING AGREEMENT (Agreement), is effective this _____ day of _____, 201____, by and between the Coachella Valley Association of Governments (CVAG), 73-710 Fred Waring Drive, Palm Desert, CA, a California joint powers agency (herein referred to as “LEAD AGENCY”) and the City of Cathedral City, City of Coachella, City of Desert Hot Springs, , City of Indian Wells, City of Indio, City of La Quinta, City of Palm Desert, City of Palm Springs, City of Rancho Mirage, and County of Riverside, a political subdivision of the State of California (hereinafter collectively referred to as “PARTICIPATING AGENCIES”, and individually as “PARTICIPATING AGENCY”).

RECITALS:

WHEREAS, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES are working cooperatively together to synchronize traffic signals across multiple jurisdictional boundaries as a part of the Coachella Valley Regional Traffic Signal Synchronization Program (hereinafter referred as “PROGRAM”) including establishing traffic signal parameters and timing; and developing signal timing synchronization plans for the project corridors defined in the Coachella Valley Traffic Signal Interconnect Master Plan; and

WHEREAS, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES are cooperatively promoting, demonstrating, and integrating inter-agency traffic signal synchronization, Intelligent Transportation Systems (ITS) technologies, and transportation management programs to improve safety, multi-modal mobility, the environment, and enhance health and quality of life in the Coachella Valley; and

WHEREAS, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES will develop inter-agency policies, guidelines, and responsibilities, and formalize procedures to manage,

implement, maintain, operate, and update traffic signal synchronization, intelligent transportation systems and transportation management programs throughout the Coachella Valley; and to plan and prepare upcoming integration of connected/autonomous/automated vehicles and smart cities technologies to maximize regional transportation corridor capacity, and improve multi-modal efficiency, safety, environment, and enhance health and quality of life in the Coachella Valley; and

WHEREAS, the LEAD AGENCY in cooperation with the PARTICIPATING AGENCIES will create a Transportation Systems Management and Operations (TSMO) Sub-Committee to develop minimum equipment standards (hardware and software), and define responsibilities and procedures to implement the PROGRAM. The TSMO will report to the LEAD AGENCY's Transportation Technical Advisory Sub-Committee (TTAS). The TSMO shall initially meet as needed to review the operating characteristics of the PROGRAM. The TSMO shall be comprised of the Transportation Engineer of LEAD AGENCY, or his/her designee, and the various Agencies' Traffic Engineers, or their designated representatives, and any other individual mutually agreed to by the parties.

WHEREAS, the LEAD AGENCY and PARTICIPATING AGENCIES agree that the LEAD AGENCY shall establish and fund, design, implement, operate, maintain, and manage a Regional Traffic Management Center (TMC); and Sub-Regional Data Aggregation Centers (DACs) as defined in the Coachella Valley Traffic Signal Interconnect Master Plan. The LEAD AGENCY shall establish, fund, design and implement Local TMCs to be operated, maintained and managed by the PARTICIPATING AGENCIES.

WHEREAS, the LEAD AGENCY will consider providing regional transportation funding to all approved corridor PROGRAM projects identified in the Coachella Valley Traffic Signal Interconnect Master Plan consistent with the Transportation Project Prioritization Study (TPPS) funding process for implementation of inter-agency signal synchronization, transportation management systems, and ITS technologies.

WHEREAS, for an agency to be considered as participating, it must accomplish three criteria: It must provide an active representative to the TSMO; It must purchase ITS equipment consistent with the TSMO menu of approved hardware and software for constructed PROGRAM corridors; and

it must agree to synchronize its multi-jurisdictional signal timing with adjacent PARTICIPATING AGENCIES.

WHEREAS, this Agreement defines the specific terms, conditions, and funding responsibilities between the LEAD AGENCY and the PARTICIPATING AGENCIES for the implementation of the PROGRAM.

NOW, THEREFORE, it is mutually understood and agreed by LEAD AGENCY and the PARTICIPATING AGENCY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and conditions(s) of this Agreement between LEAD AGENCY and PARTICIPATING AGENCIES and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. LEAD AGENCY's failure to insist on any instance(s) of PARTICIPATING AGENCIES' performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of LEAD AGENCY's right to such performance or to future performance of such term(s) or condition(s), and PARTICIPATING AGENCIES's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon LEAD AGENCY except when specifically confirmed in writing by an authorized representative of LEAD AGENCY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. PARTICIPATING AGENCY'S failure to insist on any instance(s) of LEAD AGENCIES' performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of PARTICIPATING AGENCY'S right to such performance or to future

performance of such term(s) or condition(s), and LEAD AGENCY'S obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon PARTICIPATING AGENCIES except when specifically confirmed in writing by an authorized representative of PARTICIPATING AGENCIES by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF LEAD AGENCY

The LEAD AGENCY agrees to the following responsibilities for the PROGRAM:

A. To fund, plan, design, implement the PROGRAM; operate, maintain and manage the Sub-Regional DACs and Regional TMC. The PROGRAM, as distinct from actual traffic signals, would include construction of Master Plan projects, procurement of hardware and software, and hosting of the TSMO.

B. To provide annual funding for procurement and updating of hardware and software for signal synchronization, including ITS elements, Local TMCs, Sub-Regional DACs, and a Regional TMC.

C. To provide and file all documentation necessary to comply with California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) regulations for PROGRAM.

D. To track PROGRAM funds allocated to regional arterials that are in the signal synchronization program and report them back to the PARTICIPATING AGENCIES.

E. To create and maintain a Transportation Systems Management and Operations (TSMO) Sub-Committee that will report to CVAG's Transportation Technical Advisory Sub-Committee (TTAS). The purpose of the TSMO is to develop minimum equipment standards (hardware and software), and define responsibilities and procedures to implement and operate

Coachella Valley intelligent transportation systems including inter-agency signal synchronization, arterial management systems, special events management systems, integrated corridor management systems, and ITS technologies; and to develop, oversee, manage, maintain, and update the Regional Traffic Signal Synchronization Operations and Maintenance Manual. The TSMO shall monitor the participation of its membership and make a finding, if necessary, that an Agency has become non-participating. The finding will be forwarded to CVAG's Executive Committee for action. Any non-participating Agency within the Coachella Valley is encouraged to participate in the TSMO with a non-voting status.

F. To provide funding for the implementation of Phase I of the PROGRAM (Ramon Road, Highway 111 and Washington Street), and pursue additional funding for implementation of future phases of the PROGRAM.

G. To distribute traffic data information and video images/streams to PARTICIPATING AGENCIES in real time to increase the efficiency of the Coachella Valley transportation system. Traffic data and traffic video/image streams to the Regional TMC and Sub-Regional DACs shall only be used for congestion monitoring, traffic management, traffic synchronization, special event management, incident management and integrated corridor management.

H. To collect all data necessary to provide proposed optimized timing plans including, but not limited to, manual intersection all movement counts, and 24-hour/ 7-day automated machine traffic counts with pedestrian, bicyclists, and vehicle classifications.

I. To develop the TSMO Operations and Maintenance Manual that will provide technical, maintenance and operations responsibilities, procedures, and requirements to manage, procure, implement, maintain, upgrade, and operate the PROGRAM.

J. As Master Plan Corridors are constructed, to develop and implement initial timing plans optimized for signal synchronization. Traffic counts on newly synchronized corridors will remain unofficial for one year or until phasing and timing adjustments are finalized. The moratorium on official counts would extend to one year after the timing and phasing finalization of an adjacent or cross corridor constructed in a subsequent PROGRAM phase.

K. To prepare “Before and After Studies” when new signal timing plans are incorporated along corridors for inter-agency signal synchronization, as necessary to measure and report the effectiveness of signal timing changes.

L. To provide training to PARTICIPATING AGENCIES for various intelligent transportation systems including inter-agency signal synchronization, arterial management systems, special events management systems, integrated corridor management systems, and ITS technologies, including hardware and software.

M. To provide training to PARTICIPATING AGENCIES on the next generation of intelligent transportation technologies and programs, including connected/autonomous/automated vehicles and smart cities technologies and provide updates as advances are made in these areas.

N. To share traffic data for the purpose of integrating connected/autonomous/automated vehicle and smart cities technologies.

ARTICLE 3. RESPONSIBILITIES OF THE PARTICIPATING AGENCIES

PARTICIPATING AGENCIES agree to the following responsibilities for the PROGRAM:

A. To adopt the Coachella Valley Traffic Signal Interconnect Master Plan.

B. To provide a technical representative to meet and participate as a member of the PROGRAM's TSMO Committee.

C. To authorize the LEAD AGENCY to manage, procure, implement and maintain all aspects of the PROGRAM. The PROGRAM, as distinct from the actual traffic signals, would include construction of the Master Plan projects, procurement of hardware and software, and hosting of the TSMO.

D. To maintain full control of operations and maintenance of their traffic signals, including traffic signal controllers, ITS technologies and traffic signal communications. Multi-jurisdictional traffic signal timing and traffic signal communications revisions, ITS equipment and software replacement and/or upgrades on Master Plan constructed corridors shall be coordinated and approved by the TSMO prior to making changes. Jurisdictions have the ability

to review and approve proposed traffic signal synchronization plans.

E. To share real-time arterial and intersection traffic data and traffic video images/streams with LEAD AGENCY and PARTICIPATING AGENCIES.

F. To share real-time traffic video images/streams for viewing only by other agencies for the purpose of the PROGRAM. Recording of shared traffic video images/streams shall not be allowed by PARTICIPATING AGENCY'S transportation staff and shall only be used for PARTICIPATING AGENCY'S law enforcement purposes consistent with local jurisdiction policy.

G. To authorize the LEAD AGENCY to share travel information to the public and media via mobile applications.

H. To authorize the LEAD AGENCY to share traffic data including Signal Phasing and Timing (SPaT) to the automobile industry or their representatives for integration of connected/autonomous/automated vehicles.

I. To waive fees associated with any permits for the design, installation, testing, commissioning, operations, and maintenance of the PROGRAM.

J. To allow LEAD AGENCY, or designated representative, to access PARTICIPATING AGENCIES signal controllers, signal communication systems, traffic management system, arterial management systems, video management systems, and other ITS technologies (hardware and software) to construct the PROGRAM projects

K. To pay back all funds utilized on PROGRAM corridors within the PARTICIPATING AGENCY'S boundaries in the event that the PARTICIPATING AGENCY is determined to have become non-participating.

ARTICLE 4. DELEGATED AUTHORITY

The actions required to be taken by PARTICIPATING AGENCIES in the implementation of this Agreement are delegated to their respective City Manager, or County Transportation Director,

or their designee(s), and the actions required to be taken by LEAD AGENCY in the implementation of this Agreement are delegated to LEAD AGENCY's Executive Director or designee.

ARTICLE 5. INDEMNIFICATION

A. To the fullest extent permitted by law, each PARTICIPATING AGENCY shall defend (at PARTICIPATING AGENCY' sole cost and expense with legal counsel reasonably acceptable to LEAD AGENCY), indemnify, protect, and hold harmless LEAD AGENCY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and reasonable attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (PARTICIPATING AGENCY' employees included), for damage to property, including property owned by LEAD AGENCY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of PARTICIPATING AGENCY, its officers, directors, employees or agents in connection with or arising out of the performance of this Agreement.

B. To the fullest extent permitted by law, LEAD AGENCY shall defend (at LEAD AGENCY's sole cost and expense with legal counsel reasonably acceptable to PARTICIPATING AGENCIES), indemnify, protect, and hold harmless PARTICIPATING AGENCIES, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and reasonable attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death of persons (LEAD AGENCY' employees included), for damage to property, including property owned by PARTICIPATING AGENCIES, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the negligent acts, omissions or willful misconduct of LEAD AGENCY, its officers, directors, employees or agents in connection with or

arising out of the performance of this Agreement.

C. The indemnification and defense obligations of this Agreement shall survive its expiration or termination.

ARTICLE 6. ADDITIONAL PROVISIONS

A. LEAD AGENCY and PARTICIPATING AGENCIES shall comply with all applicable federal, state, and local laws, statutes, ordinances and regulations of any governmental authority having jurisdiction over the PROGRAM.

B. Legal Authority: LEAD AGENCY and PARTICIPATING AGENCIES hereto consent that they are authorized to execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties hereto are formally bound to the provisions of this Agreement.

C. Severability: If any term, provision, covenant or condition of this Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law provided that the fundamental objectives of this Agreement are not materially impaired.

D. Counterparts of Agreement: This Agreement may be executed and delivered in any number of counterparts, each of which, when executed and delivered shall be deemed an original and all of which together shall constitute the same agreement.

E. Governing Law: The laws of the State of California and applicable local and federal laws, regulations and guidelines shall govern this Agreement.

F. Dispute Resolution: The parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between the parties' authorized representatives. The disputing party shall give the other party written notice of any dispute. Within twenty (20) days after delivery of such notice, the authorized representatives shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty

(30) days of the first meeting, any party may initiate a mediation of the dispute. The mediation shall be facilitated by a mediator that is acceptable to both parties and shall conclude within sixty (60) days of its commencement, unless the parties agree to extend the mediation process beyond such deadline. Upon agreeing on a mediator, the parties shall enter into a written agreement for the mediation services with each party paying a pro rate share of the mediator's fee, if any. Each party shall bear its own legal fees and expenses. If, after good faith efforts to mediate a dispute the parties cannot agree to a resolution of the dispute, any party may pursue whatever legal remedies may be available to it at law or in equity, before a court of competent jurisdiction and with venue in Riverside County.

G. Litigation fees: Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party.

This Agreement shall be made effective upon execution by all Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement No. XXXXXXXX to be executed on the date first written above.

CITY OF

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

By: _____
XXXXXX
Mayor

By: _____
XXXXXX
XXXXXXXXXX

ATTEST:

APPROVED AS TO FORM:

By: _____
XXXXXXXX
City Clerk

By: _____
General Counsel

APPROVED AS TO FORM

Approval Recommended:

By: _____
XXXXXX
City Attorney

By: _____
Tom Kirk
Executive Director

Dated : _____

Dated : _____

Attachment 5

Coachella Valley Association of Governments Technical Advisory Committee November 13, 2017



Staff Report

Subject: Regional Traffic Signal Synchronization Project Master Plan and Participating Agreement

Contact: Eric Cowle, Transportation Program Manager (ecowle@cvag.org)

Recommendation: Recommend approval the Traffic Signal Interconnect Master Plan, and approval of the corresponding Draft Participating Agreement.

Transportation Technical Advisory Subcommittee: CONCURS (Meeting of October 26th)

Transportation Committee: Concurs with understanding that jurisdictions had time to review draft agreement prior to Executive Committee meeting (Meeting of November 6th)

Background:

Project Overview

Since 2013, CVAG has been working on a regional signal synchronization program as a way to improve traffic flow as well as improve the region's air quality. The opinion has been that synchronization must be done regionally – not city by city, nor even one major roadway at a time – in order to have the greatest benefits. In 2015, the CVAG Executive Committee awarded a contract to Advantec Consulting Engineers for Phase 1 systems engineering design of the regional project.

The project consists of nine major elements with a total of thirty-five (35) tasks. These major elements are:

- 1) **Traffic Signal Interconnect (TSI) Master Plan**
- 2) Project Environmental Phase
- 3) Preliminary Engineering
- 4) System Integrator and Procurement and Design
- 5) Implementation and Construction Support
- 6) Traffic Signal Synchronization
- 7) Operations and Maintenance Support
- 8) Project Closeout
- 9) Project Administration, Management, Coordination

We are in the process of wrapping up the first element, the Master Plan. The chapters within the Master Plan are listed below:

- Existing System Inventory and Evaluation

- Evaluation of Surrounding Systems
- Assessment of Intelligent Transportation System (ITS) Opportunities
- Priority Corridors
- System Engineering Management Plan (SEMP)
- Concept of Operations and Strategic Deployment Plan
- Inter-Agency Communication Needs
- Funding Strategies Plan
- Systems Requirements Plan

Having reviewed all of the chapters, TTAS has recommended the Traffic Signal Interconnect Master Plan for Approval.

Participating Agreement

At the April 2017 TTAS meeting, it was suggested that a sub-committee be formed to work with CVAG's consultant and CVAG staff to develop a draft agreement that would establish the roles and responsibilities tied to participating in the Regional Signal Synchronization Program. The TTAS members and alternates who volunteered to serve on this sub-committee were:

Tim Jonasson, Ed Wimmer– City of La Quinta
 Mark Greenwood – City of Palm Desert
 Mark Sambito – City of Rancho Mirage
 Lawrence Tai – Riverside County
 Tom Brohard – City of Indio
 Gianfranco Laurie – City of Palm Springs
 John Corella – Cathedral City

This sub-committee met four times in May, June, July and August. Tim Jonasson chaired the sub-committee until his departure from the City of La Quinta in July. Ed Wimmer took his place on the sub-committee and Mark Sambito agreed to take over responsibility as chairman at that time.

Much of the discussion centered around the question of what exactly the signal synchronization program is, and who exactly would be funding, planning, managing, maintaining and operating it. A key issue was trying to balance local control with the need to cooperatively synchronize signals across multiple jurisdictions. The solution presented itself with two concepts: Creating a Regional Traffic Management Center (TMC) and establishing a Transportation Systems Management and Operations (TSMO) Committee.

A Regional TMC will be established to be able to monitor the performance of the transportation system from a regional perspective. Additionally, each participating agency will have a Local TMC, equipped to facilitate the hardware and software necessary for signal synchronization within their jurisdiction.

The proposed TSMO Committee would be comprised of technical representatives from each of the agencies, and it would meet as needed to work out signal timing issues as they arise. The committee also would develop a manual that would establish equipment standards and operational protocols. The TSMO Committee would work with a traffic consultant as needed to engineer solutions to complex traffic timing situations.

Another issue that the signal synchronization sub-committee considered was how to ensure that signals would be synchronized across the entire Coachella Valley through all of its jurisdictions. A key consideration was that regional transportation funds could be utilized to fund the necessary hardware and software, which is consistent with the regional signal synchronization Master Plan.

This could include future updates needed to keep this hardware and software state-of-the-art valley-wide.

Beyond funding the improvements, the group struggled with how to incentivize continued participation in the regional signal synchronization program, as previous initiatives have been hampered by lack of coordination. Orange County's transportation sales tax (Measure M) requires participation in their regional signal synchronization program as an eligibility requirement to receive sales tax revenue for any local roadway project. Other regional synchronization efforts have utilized a point system, where projects vying for regional transportation grant dollars receive additional points for participating in a regional signal synchronization program. These are just two examples of possible linkages to a regional transportation plan.

CVAG's Transportation Project Prioritization Study (TPPS) is re-evaluated approximately every five years. The signal synchronization sub-committee discussed having CVAG staff explore a linkage to signal synchronization participation as part of the next TPPS update, which would occur around 2020.

CVAG is funding much of the signal synchronization program through external state and federal resources. Increasingly, state and federal agencies are monitoring the longitudinal performance of their investments. Correspondingly, CVAG will track funds allocated to regional arterials that are in the signal synchronization program and report them back to the participating agencies. Under the proposed agreement, if a jurisdiction opts out of signal synchronization, they would have to pay back funding that was allocated to signal improvements.

In their October Meeting, the TTAS reviewed each individual Participating Agreement recital and responsibility and found a unanimous consensus. The Sub-Committee understood that the Recitals and Responsibilities would be placed into a Draft Agreement for CVAG Committee consideration in November. CVAG's legal counsel has reviewed the draft document. CVAG Staff will address all comments received on the Draft Agreement prior to the Executive Committee meeting in December.

Project Key Objectives

CVAG has embarked on a significant effort to advance the development and implementation of Intelligent Transportation Systems Programs in the Coachella Valley. The development of a valley-wide traffic signal interconnect master plan, and continued commitment to synchronize new and existing signals on the regional arterial roads, is an initial phase but milestone step.

Key objectives of the project include:

- a) An enhancement to existing and/or new proposed traffic signal systems (communications, operations, etc.) to achieve inter-agency signal coordination.
- b) Implementation of traffic management systems that can be remotely accessed in real-time for operations and management.
- c) Implementation of a system that looks beyond the traditional time-of-day operations (e.g. signal malfunction, real-time video, etc.) capturing advanced technologies for ease of operations and maintenance.
- d) Prepare agencies in the Coachella Valley for upcoming transportation technologies.

At the November 6, 2017, Transportation Committee meeting, the City of Rancho Mirage requested a continuance of this item to allow time for their legal counsel to review the draft agreement. After discussion, the Committee recommended moving staff's recommendation forward, but noted that all jurisdictions' legal counsels had time to review the draft agreement and provide any recommended changes prior to the Executive Committee meeting on December 4, 2017.

Next Steps

When the Master Plan and Participating Agreement are approved, Advantec will move forward with the remaining elements of the project (previously identified), including environmental and preliminary engineering. Construction is anticipated to begin in 2018.

Fiscal Analysis

The Master Plan identifies a Phase I ITS Infrastructure preliminary cost estimate of \$16,709,910. CVAG has previously budgeted approximately \$8 million in regional and federal funding toward this project. CVAG staff will provide a recommendation for funding the balance of the Phase I project at a later date.

Attachments

Draft Participating Agreement

LINK to Traffic Signal Interconnect Master Plan: <https://www.cvag.org/TSI.htm>