

**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 to be executed on the date first written above.

CITY OF CATHEDRAL CITY

**COACHELLA VALLEY ASSOCIATION OF
GOVERNMENTS**

By: _____
Stan Henry
Mayor

By: Marion Ashley
Marion Ashley
Chairman

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
General Counsel

APPROVED AS TO FORM

Approval Recommended:

By: _____
City Attorney

By: _____
Tom Kirk
Executive Director

Dated : _____

Dated : _____