



Metro

February 28, 2007

TO: ROGER SNOBLE
CHIEF EXECUTIVE OFFICER

THROUGH: CAROL INGE *CI*
CHIEF PLANNING OFFICER
COUNTYWIDE PLANNING & DEVELOPMENT

FROM : ERNEST T. MORALES *etm*
DIRECTOR
GATEWAY CITIES/SOUTHEAST AREA TEAM

SUBJECT: REQUEST FOR EXECUTION OF SERVICE AGREEMENT
WITH MVR CONSULTING ON DATA ACCESS FROM
RIITS NETWORK

Your signature is hereby requested on the attached two (2) originals of a Service Agreement between MVR Consulting and Metro for access to freeway traffic data from Metro's Regional Integration of ITS (RIITS) network. MVR Consulting is a private Information Service Provider (ISP) that plans to provide traffic information to Los Angeles travelers using web tools on mobile devices. The Metro Board, at their January 2005 meeting, authorized the CEO, at his discretion, to execute additional Service Agreements with ISPs that are not original Caltrans Traffic Vision users if the RIITS network is functioning without problems.

Based on the current usage by the existing ISPs that have entered into agreements with Metro, the RIITS network is functioning well and there is sufficient capacity to accommodate additional ISPs to access the RIITS freeway traffic data. We recommend the CEO enter into the attached Service Agreement with MVR Consulting.

**SERVICE AGREEMENT
DATA ACCESS FROM REGIONAL INTEGRATION OF ITS (RIITS) NETWORK**

**Los Angeles County Metropolitan Transportation Authority (Metro) and
MVR Consulting.**

This Service Agreement (Agreement) is made and entered into between Los Angeles County Metropolitan Transportation Authority (Metro) and MVR Consulting (the "RIITS User") effective February 13, 2007.

Recitals

WHEREAS, Metro has established the Los Angeles County Regional Integration of ITS (RIITS) network which currently contains real time freeway traffic congestion data provided by California Department of Transportation (Caltrans).

WHEREAS, such real time information currently provided by Caltrans through the RIITS network includes content, text, images, video, data sources, software and congestion data related to freeway operating conditions hereafter referred to as "Freeway Traffic Information", and

WHEREAS, the Freeway Traffic Information supplied to the RIITS network is owned exclusively by Caltrans, and

WHEREAS, Caltrans had provided real time freeway congestion information to approximately 30 ISPs and local public agencies through their Traffic Vision Service free of charge, and

WHEREAS, Caltrans' Traffic Vision Service has been out of service since March 2005 while Caltrans relocates into its new Transportation Management Center, and

WHEREAS, Metro has received a written request and authorization from Caltrans to provide the Freeway Traffic Information to the existing Traffic Vision Users as the RIITS User through the RIITS network while Caltrans' Traffic Vision Service is shut down, and

WHEREAS, the Metro Board has authorized the provision of the Freeway Traffic Information to the existing Traffic Vision Users and to additional ISPs at the discretion of Metro Chief Executive Officer if the RIITS network is functioning without problems, and

WHEREAS, in light of Metro's interest in broad dissemination of real time traffic information, Metro desires to provide access to the Freeway Traffic Information to the RIITS Users while Caltrans' Traffic Vision Service is shut down, and

WHEREAS, the RIITS User desires to reformat, redistribute, add value, display and transmit the Freeway Traffic Information for use in Los Angeles County and to disseminate such Freeway Traffic Information to its clients and or customers to help reduce traffic congestion in Los Angeles County, and

WHEREAS, the parties desire to enter into this Agreement to set forth the respective obligations regarding the Freeway Traffic Information.

NOW, THEREFORE, both parties agree hereto:

1. Metro Obligations:

- a) Metro shall provide the RIITS User with non-exclusive access to the Freeway Traffic Information from the RIITS network for a period of up to one (1) year or until Caltrans' Traffic Vision Service is available, subject to Metro's termination rights contained herein.
- b) Metro, as RIITS Network Administrator, shall provide passwords and interface tools to accredited employees of the RIITS User for the purpose of receiving Freeway Traffic Information from the RIITS network under the terms of this Agreement provided the RIITS User is in compliance with the terms and conditions contained herein.
- c) Metro, as the RIITS Network Administrator, may make changes to the RIITS network at any time and such change may affect the RIITS User's use of or ability to use the Freeway Traffic Information, all without any liability or responsibility of Metro or Caltrans by the RIITS User or customers, patrons or anyone claiming through the RIITS User.

2. The RIITS User

- a) The RIITS User shall pay Metro a one-time sign up fee of One Hundred (\$100.00) dollars to receive the Freeway Traffic Information from Metro RIITS network. This one-time fee shall not apply to public agencies.
- b) The RIITS User may be subject to a further assessment fee charge to be established by the Metro Board.
- c) The RIITS User shall use the Freeway Traffic Information received from the RIITS network for the purpose of developing a web-based, real-time interactive map which will provide, at no cost, Los Angeles travelers with information regarding traffic on freeways, arterials, and streets, as well as information about transit, trains, and buses. Integration with web tools computers and for mobile devices is planned. No other use is permitted. The

RIITS User cannot reproduce or display the Freeway Traffic Information other than as expressly permitted hereunder. The RIITS User shall be responsible for preventing any unauthorized viewings of the Freeway Traffic Information.

- d) The RIITS User shall not hold Metro or Caltrans liable in any way for unforeseen interruptions in providing the Freeway Traffic information through the RIITS network regardless of cause.
- e) All Freeway Traffic Information displayed whether through web pages, wireless or any other devices shall credit Metro and Caltrans. Both text font and logos shall be large enough to be easily readable and shall be in a form approved by the Metro and Caltrans.
- f) The RIITS User shall provide non-confidential user data and marketing survey input on use of the Freeway Traffic Information from time to time as requested by Metro for the purposes of assessing regional benefit. The RIITS User's failure to provide survey input in a timely manner when requested by Metro may lead to the revocation of data access privileges.
- g) The RIITS User shall provide its own equipment to view, receive, use and display the Freeway Traffic Information.

3. No Representation Or Warranties:

- a) The RIITS User acknowledges and agrees that neither Metro and/or Caltrans, nor any of their respective employees, officers, or agents makes any warranty, express or implied, with respect to the Freeway Traffic Information nor with respect to its accuracy, sufficiency or completeness thereof, nor with respect to any of the software or other systems provided by Metro under this Agreement. The Freeway Traffic Information is provided on an "as is" and "with all faults" basis, with the RIITS User bearing the entire risk as to quality and performance of the Freeway Traffic Information.
- b) Metro makes no representations or warranties that Freeway Traffic Information will perform based on the RIITS User's equipment. Further, Metro makes no representations or warranties that Freeway Traffic Information will be suitable for the purposes for which it is permitted to be used under the terms of this Agreement. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF THE FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY WAIVED.**

4. Limitation Of Liability

- a) The RIITS User acknowledges and agrees in no event shall Metro or Caltrans, or any of their respective employees, officers, or agents be liable for any damages, claim or loss incurred by the RIITS User (including without limitation, compensatory, incidental, indirect, special, consequential, or

exemplary damages, lost profits, lost sales or business, expenditures, investments or commitments in connection with any business, or loss of goodwill) resulting from loss of the Freeway Traffic Information or inability to use the provided Freeway Traffic Information irrespective of whether Metro and/or Caltrans have been informed of, knew of, or should have known of the likelihood of such damages, claim, or loss. This limitation applies to all causes of action in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts.

- b) Metro and/or Caltrans shall under no circumstances, be liable for special, incidental, exemplary or consequential damages suffered by the RIITS User's use of the Freeway Traffic Information; including, but not limited to, loss of profits, anticipated revenue, interest, loss of use, or other such claims arises from any causes whatsoever, whether or not such loss or damages is based on contract, warranty, tort including negligence indemnity or otherwise.

5. Indemnification

The RIITS User shall defend, indemnify, and hold Metro and Caltrans and their respective employees, officers, and agents harmless from and against any and all liability and expense, including reasonable defense costs and legal fees, caused by the RIITS User's use, possession, or dissemination of the Freeway Traffic Information made available from the RIITS network.

6. Termination

This Agreement shall have a term of one year commencing on February 13, 2007, however, Metro reserves the right to revoke the RIITS User's access privileges to the RIITS network and terminate this Agreement upon written notice to the RIITS User at any time. The RIITS User understands that Metro has agreed to enter into this Agreement on a temporary basis while Caltrans' Traffic Vision Service is not available. Once Caltrans Traffic Vision Service is up and running, this Agreement shall terminate.

7. Assignment

The RIITS User shall not assign or otherwise transfer this Agreement without the prior written consent of Metro.

8. Disputes

Both parties agree that this Agreement shall be interpreted and enforced under the laws of the state of California and that venue and jurisdiction in any dispute shall be in Los Angeles County, California.

9. Entire Agreement

This Agreement constitutes the entire agreement between the RIITS User and Metro, and supercedes all previous and contemporaneous agreements written or oral and all communications between the parties relating to the subject matter of this Agreement.

10. Binding on Successors and Assigns


This Agreement shall inure to the benefit of and be binding upon any successors, administrators, heirs and assigns.

IN WITNESS WHEREOF, the parties have caused this Service Agreement to be executed by their duly authorized representatives as of the dates indicated below.

Los Angeles County Metropolitan
Transportation Authority

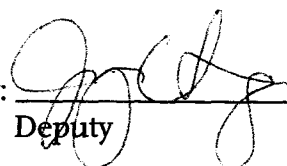
MVR Consulting

 3-06-07
Roger Snoble Date
Chief Executive Officer


Vincent Van Rooijen Date
Title:

APPROVED AS TO FORM

Raymond G. Fortner, Jr.
County Counsel

By:  3/20/07
Deputy Date



Metro

CP & D

COUNTYWIDE PLANNING & DEVELOPMENT

APPROVAL FORM

Subject: RIITS Service Agreement with MVR Consulting Date: 2/28/07

Prepared by: Karen Fleming / Peter Liu Extension: 24952

APPROVAL SEQUENCE	APPROVAL NEEDED BY	INITIALS/DATE OF APPROVAL	COMMENTS
<u>3</u>	Roger Snoble, CEO	_____	_____
_____	John B. Catoe, Jr., DCBO	_____	_____
_____	Matthew Raymond, Chief Communications Ofcr	_____	_____
_____	Joanne Kawai, DEO, Policy Research & Library Svcs	_____	_____
_____	Don Ott, Administration	_____	_____
_____	Charles Safer/Joyce Chang, County Counsel	_____	_____
_____	Terry Matsumoto, Finance	_____	_____
_____	Lonnie Mitchell, Procurement	_____	_____
_____	Rick Thorpe, Construction	_____	_____
_____	Dennis Mori, EO, Construction	_____	_____

Countywide Planning & Development (CP&D)

<u>2</u>	Carol Inge, Chief Planning Officer	<u>CI</u>	<u>3/5/07</u>	_____
_____	M. Luk/Executive Office	_____	_____	_____
_____	J. Bobo, Mgr. Admin & Financial Svcs	_____	_____	_____
_____	I. Licon/Executive Office	_____	_____	_____
_____	Carol Inge, Deputy Executive Officer	_____	_____	_____
_____	Transportation Development & Implementation	_____	_____	_____
_____	R. Berlin	_____	_____	_____
_____	D. Cardoso	_____	_____	_____
<u>1</u>	E. Morales	<u>EM</u>	<u>3/1/07</u>	_____
_____	D. Mieger	_____	_____	_____
_____	K. Michel	_____	_____	_____
_____	S. Amiri	_____	_____	_____
_____	Frank Flores, Deputy Executive Officer	_____	_____	_____
_____	Programming & Policy Analysis	_____	_____	_____
_____	G. Lowe	_____	_____	_____
_____	D. Yale	_____	_____	_____
_____	N. Ahuja	_____	_____	_____
_____	Brad McAllester, Deputy Executive Officer	_____	_____	_____
_____	Long Range Planning & Coordination	_____	_____	_____
_____	C. Chu	_____	_____	_____
_____	D. Kim	_____	_____	_____
_____	R. Gephart	_____	_____	_____

Other approval/review as required:

Revised 05/06/approval form

Handwritten: Reid O'Connell
3/6/07 Jee