

INTERAGENCY MEMORANDUM OF UNDERSTANDING

between

Los Angeles County Metropolitan Transportation Authority, in its capacity as the Administrator of the Regional Integration of Intelligent Transportation Systems (“RIITS”), located at 1 Gateway Plaza, Los Angeles, California 90012

and

City of Manhattan Beach (“Manhattan Beach”), located at 1400 Highland Avenue, Manhattan Beach, CA 90266

This Interagency Memorandum of Understanding (the “Agreement”) between the Los Angeles County Metropolitan Transportation Administration in its capacity as the RIITS Administrator (“Administrator”) and Manhattan Beach sets forth the obligations and rights of membership in the Configuration Management Committee that oversees RIITS. Administrator and Manhattan Beach may be referred to individually as a “Party” and collectively as “Parties”. This is a no cost Agreement. Neither Party shall incur any cost from the other or charge for anything related to this Agreement. This Agreement will be effective on the last date of signatures below (the “Effective Date”).

RECITALS

WHEREAS, on or about April 15, 2004, the State of California, Department of Transportation for District 7 (“Caltrans”), the City of Los Angeles, Department of Transportation (“LADOT”), and the Los Angeles County Metropolitan Transportation Administration (“LACMTA”) entered into an interagency memorandum of understanding (the “RIITS MOU”) to establish the Regional Integration of Intelligent Transportation Systems (“RIITS”) for the purpose of exchanging infrastructure and operational resources, including, but not limited to, near real time traffic, transit, video, and other data relating to all modes of transportation;

WHEREAS, on or about December 1, 2004, LACMTA, Caltrans, and LADOT entered into Amendment No. 1 to the RIITS MOU to:

- name LACMTA as the Administrator and delegate authority to LACMTA to administer, maintain, operate, manage and monitor RIITS access, codify system changes, process Member, Associate, and User agreements, and enforce the terms and conditions of the processed agreements; and
- establish a Configuration Management Committee (“CM Committee”) to oversee RIITS;

WHEREAS, the CM Committee adopted bylaws (the “Bylaws”) to establish among other things, rules of membership, roles and responsibilities of Members and officers of the CM Committee, and the voting process by which the CM Committee may take action as the governing body of RIITS;

WHEREAS, to participate in RIITS, each Member and/or Associate must first enter into an Interagency Memorandum of Understanding substantially similar to this Agreement and authorize the Administrator to exchange data through RIITS;

WHEREAS, on August 8, 2024, the CMC voted and approved Manhattan Beach to join the CM Committee as a voting Member on the condition that Manhattan Beach exchanges Information through RIITS;

WHEREAS, Manhattan Beach desires to join the CM Committee as a voting Member and exchange Information through RIITS infrastructure and operational resources; and

WHEREAS, Manhattan Beach agrees to share operational and infrastructure resources for Integrated Corridor Management (“ICM”);

NOW, THEREFORE, in consideration for the promises set forth herein, the receipt and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

1. DEFINITIONS

- 1.1. "Information" means any and all data, records, materials, including specifically but not limited to near or real time traffic, transit, video, and other data relating to all modes of transportation. As defined herein below, a subset of Information is RIITS Data, and a subset of RIITS Data is Transportation Data.
- 1.2. “Interagency Memorandum of Understanding” means an agreement entered into between Administrator and a public agency setting forth the terms and conditions of the agency’s membership in the CM Committee.
- 1.3. “Member” or “Members” means any entity that has been approved by the CM Committee to be a voting member of the CM Committee and has entered into an Interagency Memorandum of Understanding.
- 1.4. “Associate” or “Associates” means any entity that has been approved by the CM Committee to be a non-voting member of the CM Committee and has entered into an Interagency Memorandum of Understanding.
- 1.5. “Users” means non-members that have access to Transportation Data Members and Associates authorize Administrator to make available.

- 1.6. “RIITS Data” means Information available through RIITS and any other data that RIITS Administrator makes available under this Agreement during the Term from sources of data supplied through RIITS, including, but not limited to, data provided via Members’ and Associate’s infrastructure and operational resources. Members and Associates may have login access to RIITS Data and access to operational and infrastructure resources that may not be available to Users or the general public.
- 1.7. “Transportation Data” means a subset of the RIITS Data that the Member which is the source of the Information authorizes to be incorporated into the public facing section of www.riits.net, shared or exchanged with Users, and that may be included in the public facing applications of Members, Associates, and Users.

2. MEMBERSHIP

- 2.1. Upon execution of this Agreement by both Parties, Manhattan Beach will become a Member.
- 2.2. As a Member, Manhattan Beach agrees to abide by and uphold the Bylaws and jointly with other Members, develop, review, and approve additional Bylaws, guidelines, protocols, terms and conditions, agreements, memorandum of understandings between and for Members, Associates, and Users and/or licensees. To the extent a conflict may arise between this Agreement and the Bylaws, the Bylaws shall govern.
- 2.3. Manhattan Beach understands that Information accessed via RIITS is to be used for transportation related system management purposes only. RIITS Data shall only be used to provide general information about transportation and to assist Members and Associates in transportation management operations. RIITS Data shall not be used for any non-transportation related system management purposes, including but not limited to, law enforcement, except law enforcement and emergency management agencies may use the RIITS Data for the purpose of situational awareness, tactical planning, infrastructure protection, or incident response. RIITS Data shall not be recorded in any manner without the prior approval of the source of the RIITS Data.
- 2.4. Members may exchange Information per this Agreement. Members may choose to add or remove infrastructure and operational resources, including Information exchanged through RIITS by Member’s written notice to Administrator. As a Member, Manhattan Beach may have access to Information and may use RIITS Data according to this Agreement. Manhattan Beach acknowledges and agrees that Members and Associates may access and use Information provided by Manhattan Beach as RIITS Data subject to this Agreement.
- 2.5. Manhattan Beach is responsible for the procurement, maintenance, and upgrade of its equipment required for transmitting, receiving, and displaying the RIITS Data.
- 2.6. Manhattan Beach may enter into third party contracts on behalf of RIITS to obtain and provide transportation and related data, service, or maintenance agreements for the benefit of Manhattan Beach and RIITS Members and Associates, with Administrator approval.

2.7. Member agrees to participate in ICM as more particularly set forth in the Integrated Corridor Management attachment, which is incorporated into and made part of this Agreement.

3. DISSEMINATION OF THE DATA

3.1. With the approval of the voting Members of the CM Committee and the execution of a written agreement, Transportation Data may be licensed to Users.

3.2. At any time, the source of Information may:

3.2.1. Revoke the authority to use its Transportation Data in public facing applications and the public facing www.riits.net website.

3.2.2. Revoke the authority to license its Transportation Data to Users.

3.2.3. Cause the Administrator to remove from RIITS the RIITS Data it has provided.

3.3. Manhattan Beach shall prevent any unauthorized use of the RIITS Data by its personnel.

3.4. As between the Administrator and/or any and all Members and/or Associates, on the one side, and the Party providing its Information and access to operational and infrastructure resources, on the other, the Party providing Information and access to operational and infrastructure resources retains ownership and control of said Information and access to operational and infrastructure resources.

4. COMPENSATION

This is a no cost Agreement. Neither Party shall incur any cost from the other or charge for anything related to this Agreement. However, Members may enter into a separate written agreement for the provision of hardware, software, license, training, warranty, service, product, and other work provided by Members and Associates.

5. AMENDMENTS

No amendment, modification, alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

6. PUBLIC RECORDS ACT

6.1 Each Party understands and agrees that any and all Information is subject to the provisions of the California Public Records Act, California Government Code sections 7920.000, *et seq.* ("CPRA") and/or the Federal Freedom of Information Act, Title 5 USC 552 ("FOIA")

- 6.2 Administrator will not advise as to the nature or content of Information entitled to protection from disclosure under the CPRA or FOIA but will use best efforts to provide the source Party timely notification of any third-party request for disclosure.
- 6.3 The source Party shall timely (1) notify Administrator in writing whether and to the extent it objects to disclosure of Information and (2) seek the appropriate judicial relief under the CPRA or FOIA.
- 6.4 If the source Party does not timely notify Administrator of any objection to disclosure and obtain judicial instruction or relief, then Administrator may comply with the request to the extent required by the CPRA or FOIA.
- 6.5 In the event of any judicial proceeding or action concerning or seeking the disclosure of any Information, the source Party understands and agrees that Administrator's sole involvement will be as a custodial stakeholder to retain the Information until otherwise ordered by a court of competent jurisdiction. The source Party, at its sole expense and risk, shall be responsible for any and all fees for prosecuting or defending any proceeding or action concerning Information, and shall indemnify, defend, and hold Administrator harmless from all liability, including attorney's fees, costs, and expenses, in connection with any such proceeding or action.

7. CONFIDENTIALITY

- 7.1. Parties agree that for and during the entire term of the Agreement, all information, except Transportation Data, including, but not limited to data, figures, records, findings and the like received or generated by the Agreement and in the performance of the Agreement, shall be considered and kept private and confidential and shall not be divulged to any person, firm, corporation, or other entity, unless required by the California Public Records Act or any other applicable law.
- 7.2. Upon termination of the Agreement for any cause, Parties agree that they will continue to treat as private and confidential any information other than Transportation Data, including but not limited to, data, figures, records and the like, and will not release any such information to any person, firm, corporation or other entity, unless required by the California Public Records Act or any other applicable law.

8. REPRESENTATIONS AND WARRANTIES

- 8.1. Neither Administrator nor any of the Members and Associates, nor any of their respective employees, officers, agents, or consultants makes any warranty, express or implied, with respect to infrastructure and operational resources, sources of data and Information, nor with respect to the accuracy, sufficiency or completeness thereof, nor with respect to any of the software or other systems provided by Administrator or any Member or Associate under this Agreement. RIITS is provided on an "as is" and "with all faults" basis, with Manhattan Beach using RIITS at its own risk.

- 8.2. Neither Administrator, Members, nor Associates make any representations or warranties, express or implied, that the RIITS Data will perform on Manhattan Beach's equipment. Further, Administrator makes no representations or warranties, express or implied, that RIITS Data 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 FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXPRESSLY WAIVED BY THE PARTIES.**
- 8.3. Manhattan Beach warrants that all work necessary to transmit its Information through RIITS has been completed. In the event of breach of this warranty, Manhattan Beach shall take the necessary actions to correct the breach and the consequences thereof, at Manhattan Beach's sole expense, in the most expeditious manner as permitted by existing circumstances. Upon notification from Administrator of Manhattan Beach's breach, if Manhattan Beach does not promptly take steps to correct the breach, Administrator may: 1) Correct the breach or cause others to do so upon written consent of Manhattan Beach. Administrator may require Manhattan Beach to reimburse Administrator for any work that is completed by Administrator or others to correct the breach; 2) disconnect Manhattan Beach from RIITS; or 3) terminate this Agreement and Manhattan Beach's Membership. The remedies described above are non-exclusive and Administrator's use of these remedies does not waive any other rights or remedies it may have at law or otherwise.

9. LIMITATION OF LIABILITY

- 9.1. Except for Indemnity obligations set forth in section 10, neither Manhattan Beach, Administrator, any Member, or any Associate, or any of their respective employees, officers, agents, or consultants shall be liable for any damages, claim or loss incurred by a Member or Associate (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 the RIITS Data or inability to use the provided RIITS Data irrespective of whether Administrator, Manhattan Beach, Members and/or Associates have been informed of, knew of, or should have known of the likelihood of such damages, claim, or loss.
- 9.2. Members and Associates assume no liability or responsibility for Manhattan Beach equipment.
- 9.3. Manhattan Beach will not hold any Member or Associate liable or responsible in any way for unforeseen interruptions in providing the RIITS Data regardless of cause.
- 9.4. Manhattan Beach, on behalf of itself and its agents, sub-licensees, employees, clients, and customers, hereby waives and releases Administrator and all Members and Associates from any and all liability, including but not limited to claims, causes of action, losses, costs, damages, and expenses of any kind or nature whatsoever, whether known or unknown, to the extent caused by or attributable to RIITS, this Agreement, or the use of RIITS Data by Manhattan Beach.

Manhattan Beach (for itself and its clients, customers and employees) expressly waives the benefit of Section 1542 of the California Civil Code, which provides as follows: “a general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor”.

(Manhattan Beach’s Initials)

10. INDEMNIFICATION

- 10.1. To the fullest extent permitted by law, and with counsel approved by the Administrator, Manhattan Beach shall defend, indemnify, and hold harmless the Administrator, Members, and Associates, including the respective agents, employees, directors, or officers of each (the “Indemnified Parties”), from and against any and all liability, to the extent arising out of, connected with, or resulting from any act or omission of Manhattan Beach or any of its officers, authorized representative, employees, subcontractors or suppliers, or any person or organization directly or indirectly employed by any of them, which liability includes but is not limited to claims, actions, suits (including but not limited to workers’ compensation suits and breaches of contract claims made by employees of Manhattan Beach against Indemnified Parties), demands, costs, judgments, liens, penalties, damages, losses, and/or expenses, including but not limited to any fees of accountants, attorneys or other professionals.
- 10.2. The indemnification specified in this Section shall survive termination or closeout of the Agreement hereunder and is in addition to any other rights or remedies that Members and Associates may have under the law or under this Agreement.
- 10.3. Parties acknowledge that all Members and Associates enter into an Interagency Memorandum of Understanding with substantially similar indemnification language under which Manhattan Beach shall be indemnified as a Member.
- 10.4. Claims against the indemnified Members and/or Associates by any employee of the Members and/or Associates, its subcontractors, suppliers, anyone directly or indirectly employed by any of them, and/or anyone for whose acts any of them may be liable shall not in any way limit Manhattan Beach’s indemnification obligation as set forth above, including the Agreement and/or type of damages, compensation, and/or benefits payable by or for the Manhattan Beach or its subcontractors under workers’ compensation acts, disability benefit acts, and/or other employee benefit acts and/or insurances.

11. NO WAIVER

- 11.1. Failure of Administrator to enforce at any time, or from time to time, any provision of the Agreement shall not be construed as a waiver thereof.

- 11.2. No waiver by Administrator of any breach of any provision of the Agreement shall constitute a waiver of any other breach or of such provision.
- 11.3. Failure or delay by Administrator to insist upon strict performance of any terms or conditions of the Agreement, or to exercise any rights or remedies provided by law, shall not be deemed a waiver of any right of Administrator to insist upon performance of Manhattan Beach's obligations set forth in the Agreement, or rights or remedies as to any prior or subsequent default hereunder.

12. TERM OF THE AGREEMENT

- 12.1. The term of the Agreement shall begin upon the date of the last Party to sign this Agreement and shall continue for one (1) year (the "Initial Term").
- 12.2. The Agreement shall automatically renew month to month (each a "Renewal Term"), unless either Party sends written notice to the other Party at least thirty (30) days before expiration of the Initial Term or any Renewal Term that it does not wish to renew the Agreement.
- 12.3. The term of the Agreement shall consist of the Initial Term and any Renewal Term (the "Term").

13. TERMINATION

- 13.1. If Manhattan Beach fails to comply with any of the terms and conditions contained within this Agreement, Administrator may revoke Manhattan Beach's access privileges to RIITS Data and, upon written notification, terminate this Agreement immediately. In addition, Administrator shall have the right to enforce any and all rights and remedies herein or which may be now or hereafter available at law or in equity.
- 13.2. Except as provided in the preceding paragraph, CM Committee reserves the right to revoke Manhattan Beach's access privileges to RIITS and terminate this Agreement at any time, upon thirty (30) days prior written notice to Manhattan Beach.
- 13.3. Manhattan Beach may terminate this Agreement upon thirty (30) days prior written notice to Administrator.

14. OTHER TERMS AND CONDITIONS

- 14.1. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
- 14.2. Each Member and Associate of the CM Committee is an express third-party beneficiary of this Agreement.
- 14.3. The persons executing this Agreement on behalf of the Parties shall be duly authorized to execute this Agreement on behalf of its respective Party.

15. ASSIGNMENT

Manhattan Beach shall not assign, transfer, convey, or otherwise dispose of the Agreement (or the right, title, or interest in it or any part of it) without the prior written consent of the CM Committee and endorsement of the Administrator, which consent shall not be unreasonably withheld.

16. AUTHORITY TO ENTER AGREEMENTS AND MANAGEMENT OF RIITS

- 16.1. LACMTA as the Administrator is authorized to execute Member, Associate, and User agreements which contain provisions regarding guidelines, protocols, terms and conditions on use of RIITS that have been approved by the CM Committee on behalf of all Members and Associates, including Manhattan Beach.
- 16.2. Manhattan Beach hereby acknowledges that Administrator or any successor Administrator selected by the CM Committee is delegated authority to provide for the day-to-day operation, maintenance, management, and monitoring of RIITS, codify system changes, provide administrative support to the CM Committee, execute related agreements, and enforce the terms and conditions of agreements.

17. GOVERNING LAW

The Agreement has been negotiated, entered into, and shall be performed, within the State of California, and as such California substantive and procedural law shall apply, except to the extent preempted or superseded by federal law. By entering into the Agreement, the Parties consent and submit to the jurisdiction of the courts of the State of California, County of Los Angeles, over any action at law, suit in equity, and/or other proceeding that may arise out of the Agreement.

18. SEVERABILITY

In the event any article, section, sub-article, paragraph, sentence, clause, phrase contained in the Agreement shall be determined, declared, adjudged invalid, illegal, unconstitutional, or otherwise void, such determination, declaration, or adjudication shall in no manner affect the other articles, sections, sub-articles, paragraphs, sentences, clauses, or phrases of the Agreement, which shall remain in full force and effect as if the article, section, sub-article, paragraph, sentence, clause, or phrase declared, determined, or adjudged invalid, illegal, unconstitutional, or otherwise void, was not originally contained in the Agreement.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between Manhattan Beach and the Administrator regarding RIITS, and supersedes any and all previous and contemporaneous agreements, whether written or oral, and all communications between the Parties regarding RIITS.

20. BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall run to the benefit of and be binding upon any successors and assigns.

21. CONTACT INFORMATION

Notices under this Agreement shall be sent by first-class U.S. mail, postage prepaid, to the Manhattan Beach contact and to the Administrator, at the address specified. Each Party will notify the other in writing of changes to their designated contact person. Notices shall be deemed effective five business days after such mailing.

Contact information regarding any aspects of this Agreement is as

follows: 21.1. Manhattan Beach Contact Information

Manhattan Beach may provide a primary and a technical contact. Manhattan Beach contact information is as follows:

21.1.1. Primary Contact Name

Name: City of Manhattan Beach
Contact Name: Talyn Mirzakhania
Title: City Manager
Address: 1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5356
Email: ggamboa@manhattanbeach.gov

21.1.2. Technical Contact Name

Name: City of Manhattan Beach
Contact Name: Mr. Gilbert Gamboa
Title: City Engineer
Address: 1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5356
Email: ggamboa@manhattanbeach.gov

21.2. LACMTA in its capacity as RIITS Administrator Contact

Agency Name: Los Angeles County Metropolitan Transportation Authority
Contact Name: Mr. Kali Fogel
Title: RIITS Administrator
Address: 1 Gateway Plaza
Los Angeles, CA 90012
Telephone: (213) 922-2665
Email: fogelk@metro.net

INTEGRATED CORRIDOR MANAGEMENT ATTACHMENT

1. PARTICIPATION BY MEMBERS

- 1.1 This Integrated Corridor Management (“ICM”) Attachment to the Interagency Memorandum of Understanding between Los Angeles County Metropolitan Transportation Authority (“LACMTA”), in its capacity as the Administrator of the Regional Integration of Intelligent Transportation Systems (“RIITS”) and Manhattan Beach sets forth the terms and conditions for participation by the Member in Integrated Corridor Management.
- 1.2 The Parties shall determine where ICM equipment and software will be installed within the Member’s jurisdiction as RIITS infrastructure. LACMTA on behalf of RIITS may install ICM infrastructure within Member’s jurisdiction. The Parties will mutually cooperate to promptly resolve any technical or institutional issues, including those during design, implementation, operation, and maintenance of ICM.
- 1.3 By participating in ICM, the Member authorizes RIITS to make certain changes or improvements to the Member’s traffic control equipment at targeted intersections.
- 1.4 Notwithstanding any provision to the contrary, whether expressly or by implication, the Member has and retains the sole responsibility for the operation and maintenance of its traffic control system.
- 1.5 The Member acknowledges and agrees that ICM was prepared in accordance with state and federal signal safety requirements, and the implementation of ICM does not adversely affect or alter the safety parameters of the local traffic control system.

2. MEMBER RESPONSIBILITIES

The Member hereby agrees, in no particular order, to each and every of the following:

- 2.1. Member shall operate and maintain local traffic control and ITS assets to support ICM;
- 2.2. Member shall fulfill their ICM requirements for their jurisdiction;
- 2.3. Member shall assign agency staff or contracted agency staff to participate in scheduled meetings, calls, and workshops associated with the ICM corridor;
- 2.4. Member shall review and provide timely comments on documents, reports, and plans as it relates to the specific ICM corridor;

- 2.5. Member shall provide coordination support during the design, installation, and test of all ICM elements. Such support may include, without limitation, timely review of design, access to necessary equipment for installation, providing timely inspections and approvals, and making staff available on an as-needed basis;
- 2.6. Member shall notify the ICM Program Manager of any significant changes being considered to data, traffic signal controller hardware and firmware, transit routes, signal timing, ITS devices, and other items that potentially impact the corridor and/or arterial operations so that all stakeholders are informed and can make adjustments for the betterment of the overall ICM corridor;
- 2.7. Member shall participate in the RIITS ICM Subcommittee on an as-needed basis. All technical, performance, and operational matters for ICM will be resolved among the partnering agencies within this Subcommittee. ICM activities will be directed through each agency's primary contact and then advanced through each agency's management as needed.
- 2.8. Member shall provide or make available existing traffic signal plans for targeted intersections to RIITS;
- 2.9. Member shall work with RIITS to make space available for the installation of ICM equipment within traffic controller cabinets and on traffic signal poles and mast arms as necessary;
- 2.10. Member shall issue all required permits at no cost to LACMTA on behalf of RIITS or its contractors for all work directly related to the installation of ICM elements;
- 2.11. Member shall assist with the installation of any updated traffic signal control programs required for ICM operations. Further, the Member shall remain responsible for entering the signal timing and for other tasks directly related to day-to-day traffic signal operations;
- 2.12. Member retains the exclusive ownership and control over all traffic signal control equipment and other ITS equipment used for daily traffic operations. Other than the ICM and related equipment, the Member shall also retain exclusive ownership and control over the equipment, firmware, software and improvements that RIITS makes to the Member's traffic signal control operations;
- 2.13. Member shall provide, at its own cost and expense, operational infrastructure within Member's jurisdiction that allows ICM to operate normally;
- 2.14. Member shall promptly notify the ICM Program Manager whenever RIITS infrastructure is disconnected during the normal course of traffic signal control operations and maintenance or otherwise;
- 2.15. Member shall notify the ICM Program Manager immediately if RIITS infrastructure is damaged or removed. Member will retain any and all removed equipment, including, but not limited to, hardware, parts, equipment, software, tools, and other items provided for return to RIITS;

- 2.16. Member retains the responsibility for the operations and maintenance of its traffic control system, including those intersections receiving upgrades. Nothing in this Integrated Corridor Management Attachment is intended to change or be construed to change the Member's responsibilities in operating and maintaining its traffic control system, including, without limitation, traffic timing/signal issues at the Member's intersections; and
- 2.17. Member hereby appoints and designates the following individual to serve as the principal point of contact for the Member for purposes of ICM:

ICM Contact Name

Name: City of Manhattan Beach
Contact Name: Mr. Gilbert Gamboa
Title: City Engineer
Address: 1400 Highland Avenue
Manhattan Beach, CA 90266
Telephone: (310) 802-5356
Email: ggamboa@manhattanbeach.gov

3. ADMINISTRATOR RESPONSIBILITIES

Subject to and upon approval from the RIITS Configuration Management Committee, and in no particular order, RIITS shall perform as follows:

- 3.1. RIITS shall work closely with Member to ensure that the deployment of ICM does not impact traffic conditions or increase normal operations and maintenance requirements at signal prioritized intersections;
- 3.2. Work with Member to develop appropriate response plan strategies acceptable to both Parties. The Parties understand and agree that the Member is ultimately responsible for the traffic signal timing sheets that control all intersections;
- 3.3. At RIITS' sole cost and expense, RIITS shall procure, test, and in coordination with the Member, integrate and install all elements necessary to implement ICM at each targeted intersection, and shall not install ICM equipment until RIITS has received Member's approval;
- 3.4. In furtherance of 2.10 above, RIITS and/or its contractors shall obtain from Member all necessary permits and coordinate with the Member prior to commencing fieldwork;
- 3.5. Coordinate all operations and maintenance directly attributable to the ICM deployment with the Member.

4. ICM PROGRAM MANAGER

The ICM Program Manager is the designated and primary point-of-contact for any and all ICM technical and administrative matters. Their contact information is below.

4.1. ICM Program Manager Contact

Agency Name: Los Angeles County Metropolitan Transportation Authority
Contact Name: Mr. Edward Alegre
Title: ICM Program Manager
Address: 1 Gateway Plaza
Los Angeles, CA 90012
Telephone: (213) 418-3287
Email: alegree@metro.net

END OF INTEGRATED CORRIDOR MANAGMENT ATTACHMENT