

**MEMORANDUM OF UNDERSTANDING**  
**CONNECTED VEHICLES RESEARCH PROGRAM**

**PARTIES TO AGREEMENT**

{ **CITY OF RIVERSIDE**  
{ **Public Works Department**  
{  
{ **AND**  
{  
{ **THE REGENTS OF THE UNIVERSITY**  
{ **OF CALIFORNIA, ON BEHALF OF ITS**  
{ **RIVERSIDE CAMPUS**  
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This Memorandum of Understanding (MOU) is made and entered into this 13<sup>th</sup> day of January, <sup>2017</sup>~~2016~~, by and between the City of Riverside, hereinafter referred to as, “**CITY**”, and The Regents of the University of California, on behalf of its Riverside campus acting on behalf of the Bourns College of Engineering – Center for Environmental Research and Technology, hereinafter referred to as, “**CE-CERT**”, outlines the areas of general responsibility for the proposed Connected Vehicles Research Program (“Program”). The Program will be conducted at signalized intersections within the University Avenue innovation district area. Intersections shall be selected based on the needs of the Program as determined by the City. Up to six intersections may be selected for the initial deployment of the Program. Additional intersections and locations can be evaluated as necessary during the course of the Program.

The Connected Vehicles Research Program will allow **CE-CERT** to remotely monitor and research outputs from the traffic signal controller(s) via dedicated short range communications. These outputs can be used to improve safety at the intersection by increasing driver awareness, and to reduce emissions and travel times by optimizing vehicular flow through a coordinated signal system. This MOU constitutes solely as a guide to the intentions and policies of the parties involved. It is not intended to authorize funding or project effort nor is it a legally binding contract. It supersedes any and all other agreements, either oral or in writing, between the parties with

respect to the subject matter herein. Both **CE-CERT** and **CITY** reserve the right to rescind this MOU by giving 30-day notice without assigning any reason. This agreement does not preclude adding additional signalized intersections within the City to this agreement upon written mutual agreement by both parties.

This MOU shall be in effect for a period of three (3) years from the date of last signature below. The MOU may be extended by mutual agreement of the parties.

The parties hereto agree as follows:

**Article I – Mutual Obligations of the Parties**

- A. Equipment installed is for the purposes of **CE-CERT** research, and shall not interfere with the operation of the traffic signal controller.
- B. **CITY** shall be present during any system modifications or installations, and to grant **CE-CERT** supervised access to the traffic signal controller and radio equipment as needed.
- C. **CE-CERT** may request changes to the signal timing at the intersection to facilitate research and to be evaluated and implemented by **CITY**
- D. **CE-CERT** may request traffic data, tours of **CITY's** Traffic Management Center, or field visits with **CITY** to assist with the research process.
- E. **CITY** may propose to modify operations or physical configuration of the connected vehicle system to meet **CITY** needs, and may modify the operations or physical configuration of the system (including temporary disabling or removal) without immediate notice to **CE-CERT** if required for safety purposes.
- F. **CITY** shall be notified of any research by **CE-CERT** with the potential to interrupt regular traffic flow, at which point **CITY** shall determine if a street opening permit is required.

**Article II – Obligation of CITY**

- A. **CITY** shall remain responsive to **CE-CERT's** requests for assistance and information, and shall prioritize **CE-CERT** requests for site visits and access to the traffic signal equipment.

- B. **CITY** shall be responsible for the physical installation of connected vehicle equipment at the traffic signal, including: traffic signal controller, DSRC radio, cabling required.
- C. **CITY** shall remain responsible for maintenance of the traffic signal controller

### **Article III – Obligation of CE-CERT**

- A. **CE-CERT** shall furnish all required equipment, including: Traffic Controller CPU [e.g., 2070ATC Omni CPU, to be supplied by manufacturer], and the DSRC Radio [e.g., ARADA LocoMate Roadside Unit] with any included cabling.
- B. **CE-CERT** shall request access to the traffic signal controller from **CITY** and shall have only supervised access to the controller and radio equipment. **CE-CERT** will not have direct access to the traffic signal configuration or timing.
- C. **CE-CERT** will not have wireless access to any component of the traffic signal controller outside of the communications broadcasted via Dedicated Short Range Communications.
- D. **CE-CERT** shall provide **CITY** with bi-annual program updates, or more frequently as requested by **CITY** to ensure that **CITY** stays up-to-date regarding the program's successes, needs and aspirations.
- E. Worker's Compensation Insurance. **CE-CERT** is self-insured and shall maintain appropriate insurance coverage through the term of this MOU, as described below. By executing this Agreement, **CE-CERT** certifies that **CE-CERT** is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. **CE-CERT** shall carry the insurance or provide for self-insurance required by California law to protect said **CE-CERT** from claims under the Workers Compensation Act.

Prior to **CITY'S** execution of this Agreement, **CE-CERT** shall file with **CITY** either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that **CE-CERT** is self-insured for such coverage; or (2) a certified statement that **CE-CERT** has no employees, and acknowledging that if **CE-CERT** does employ any person, the necessary certificate of insurance will immediately be filed with **CITY**. Any certificate filed with the **CITY** shall provide that **CITY** shall be given ten (10) days prior written notice before modification or cancellation thereof.

- F. Commercial and Automobile Insurance. Prior to **CITY's** execution of this Agreement, **CE-CERT** shall obtain, and shall thereafter maintain during the term of this MOU, such commercial general and automobile liability insurance as required to insure **CE-CERT** against damages for personal injury, including accidental death, as well as from claims for property damage which may arise from or which may concern operations or by anyone directly or indirectly employed by, connected with, or acting for or on behalf of **CE-CERT**.

**CE-CERT's** commercial general liability policy shall cover both bodily injury (including death) and property damage (including but not limited to premises-operations liability, products-completed operations liability, independent contractors liability, personal injury liability, and contractual liability), in an amount not less than \$1,000,000 per-occurrence limit/\$2,000,000 aggregate.

**CE-CERT's** automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per-occurrence limit, unless otherwise approved by the **CITY's** Risk Manager, or his designee.

These minimum amounts of coverage shall not constitute any limitation or cap on **CE-CERT's** indemnification obligations under Article III, Paragraph H hereof.

Prior to **CITY's** execution of this MOU, insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this MOU, for both commercial general and auto liability, shall be filed with **CITY** and shall include **CITY**, its officers and employees as additional insureds. Said policies shall be in the usual form of commercial general liability insurance, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

The coverage referred to under this paragraph F, shall include **CITY** as an additional insured. Such a provision, however, shall only apply in proportion to and to the extent of the negligent acts or omissions of **CE-CERT**, its officers, agents, or employees. **CE-CERT**, upon the execution of this MOU, shall furnish **CITY** with Certificates of Insurance evidencing compliance with all requirements. Certificates shall provide for thirty (30) days advance written notice to **CITY** of any material modifications or changes of the above insurance coverages.

The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to **CITY** by certified or registered mail. The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the **CITY** and its sub-contractors, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by **CE-CERT** will be considered primary and not contributory to any other insurance available to the **CITY**.

G. Indemnification. **CE-CERT** shall indemnify and hold the **CITY**, and its employees, officers, managers, agents and council members, harmless from any and all loss, damage, claim for damage, liability, expense or cost, including reasonable attorneys' fees, which arises out of the performance of this MOU, but only in proportion to and to the extent such loss, damage, claim for damage, liability, expense or cost, including attorney's fees are caused by or result from the negligent or intentional acts or omission of **CE-CERT**, its officers, agents, or employees.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the **CITY** incurs or makes to or on behalf of an injured employee under the **CITY's** self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the MOU.

H. Duty to Defend. **CE-CERT** agrees, at its cost and expense, to promptly defend the **CITY** and the **CITY's** employees, officers, managers, agents and council members (collectively the "Parties to be defended") from and against any and all claims, allegations, lawsuits or other legal proceedings which arise out of the performance of this MOU, but only in proportion to and to the extent such claims, allegations, lawsuits or other legal proceedings are caused by or result from the negligent or intentional acts or omissions of **CE-CERT**, its officers, agents, or employees. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless. **CE-CERT** agrees to provide this defense promptly upon written notice from the **CITY**, and with well qualified, adequately insured and experienced legal counsel.

(signatures on following page)

**IN WITNESS WHEREOF**, this MOU has been executed by the parties hereto  
upon the dates as shown below.

**The Regents of the University of California,  
on behalf of its Riverside campus**

BY: Caron Miller  
Caron Miller  
Assistant Director, Sponsored Programs  
Research & Economic Development

**City of Riverside, a California charter  
city and municipal corporation**

BY: Kris Martinez  
Kris Martinez  
Director of Public Works

Attest:  
[Signature]  
City Clerk

Approved as to Form:  
[Signature]  
Deputy City Attorney