



PLANNING AND PROGRAMMING COMMITTEE
SEPTEMBER 15, 2004

SUBJECT: APPROVE TO PROVIDE TRAFFICGAUGE, INC. REAL TIME FREEWAY TRAFFIC CONGESTION INFORMATION THROUGH REGIONAL INTEGRATION OF ITS (RIITS) NETWORK

ACTION: APPROVE A NON-EXCLUSIVE SERVICE AGREEMENT WITH TRAFFICGAUGE, INC.

RECOMMENDATION

Authorize the Chief Executive Officer to execute a non-exclusive service agreement with TrafficGauge, Inc. for access to the RIITS network for a period of no less than two (2) years, free of charge, subject to Metro's termination rights (See Attachment A).

ISSUE

TrafficGauge, Inc. is a private company that has requested Metro to provide non-exclusive access to real-time freeway traffic speed data via the Metro's Regional Integration of ITS (RIITS) network. Metro would provide this information free of charge on a demonstration basis. TrafficGauge would distribute this real time freeway traffic congestion information to the general traveling public in Los Angeles County by manufacturing and selling a small, hand held device.

TrafficGauge currently manufactures and sells to the general public hand-held electronic devices that graphically display real-time freeway traffic congestion information to travelers in the Seattle Metropolitan region. TrafficGauge receives real-time freeway traffic information from the Washington State Department of Transportation through a non-exclusive licensing agreement at no cost.

In California, TrafficGauge is launching a Los Angeles TrafficGauge device in early September 2004. This device is pictured in Attachment B. Initially, TrafficGauge will use freeway traffic information provided by Caltrans through the Performance Measurement System (PeMS) of UC Berkeley. TrafficGauge, however, prefers to receive the real time freeway traffic information from Metro's RIITS network since this information is distributed without extensive processing and delays.

RIITS is a Metro Intelligent Transportation System (ITS) project designed to allow the regional exchange of real-time electronic traffic and transit data among transportation agencies and to share this real time traffic information with the general public. The RIITS project is scheduled to be completed in October 2004. The startup data contributors are Caltrans, Los Angeles City Department of Transportation (LADOT) and Metro Bus and Rail

Operations. The key purposes of RIITS are to enable real time data exchange and better management of traffic, transit and emergency service operations by public agencies throughout the Los Angeles County and, to share and disseminate this real time traffic and incident information to travelers for public benefit.

POLICY IMPLICATIONS

The recommended action supports Metro's Short Range Transportation Plan and the near-term strategies of the Long Range Transportation Plan by helping improve system management, demand management strategies and provision of real time traveler information. Broad dissemination of the travel information can be effectively accomplished to the public via Information Service Providers (ISPs). ISPs are generally private companies such as TrafficGauge that pass on the real-time travel information to the travelers and/or to targeted market segments.

The non-exclusive agreement with TrafficGauge, Inc. on a demonstration basis would allow Metro to operationally test the RIITS network under controlled conditions with an ultimate objective of making the real-time travel information available to a broad array of ISPs in the future. Making data available to TrafficGauge and other ISPs would enable and ensure a wide and efficient dissemination of real time transportation information to spectrum of travelers within the Los Angeles County.

OPTIONS

Metro could choose not to provide the real-time freeway traffic information to TrafficGauge. This is not recommended as real time freeway congestion information should be widely disseminated to benefit Los Angeles County travelers.

A second option is that Metro could charge a user fee to recover the maintenance and operation cost of RIITS network. This option is not recommended because (1) Caltrans is already providing the freeway traffic information to TrafficGauge through PeMS of UC Berkeley free of charge, (2) Caltrans is also providing their data at no cost to thirty other ISPs, (3) there is no clear indication nationally that public transportation agencies can currently effectively charge ISP user fees to recover the maintenance and operation of collecting real time traffic information, and (4) a user fee could increase the liability to Metro and Caltrans to provide un-interrupted flow of freeway traffic information. TrafficGauge, however, has agreed to provide marketing analysis and input during the demonstration period which would allow Metro staff and RIITS participating agencies to examine a potential user fee structure to cover the costs of maintaining and operating RIITS network in the future.

FINANCIAL IMPACT

The recommended action will not impact the Metro's FY 04-05 budget.

DISCUSSION

The agreement would be managed by the Metro Countywide Planning and Development Department (CP&D), as the RIITS network administrator, during the project demonstration. Caltrans has authorized Metro (See Attachment C) to act on their behalf to pass through the freeway speed and travel information to TrafficGauge, and they would exercise oversight through the formal Los Angeles County Regional ITS Architecture Configuration Management Committee meeting process.

The agreement calls for the data to be supplied for a demonstration period of no less than two (2) years, free of charge, subject to Metro's termination rights. Metro has the right to terminate the agreement at any time. TrafficGauge will not hold Metro or Caltrans liable in any way for use of the information. Metro can supply the data to other ISPs at the same time. TrafficGauge will provide marketing analysis and input on the usefulness of the data.

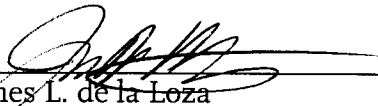
NEXT STEPS

Assuming Board approval, Metro will provide the freeway information interface to Traffic Gauge, Inc. upon the completion of RIITS Project in October 2004.

ATTACHMENTS

- A. Non-exclusive Agreement
- B. Picture of TrafficGauge Device
- C. Caltrans Letter of Authorization

Prepared by: Peter Liu, Project Manager
Raymond Maekawa, Gateway Cities Area Team Director



James L. de la Loza
Chief Planning Officer
Countywide Planning and Development



Roger Snoble
Chief Executive Officer

AGREEMENT between Los Angeles County Metropolitan Transportation Authority and TrafficGauge, Inc.

This agreement is made and entered into between Los Angeles County Metropolitan Transportation Authority ("Metro") and the TrafficGauge, Inc., a Washington State Corporation (the "Company") effective December 1, 2004.

Recitals

WHEREAS, Metro has established the Los Angeles County Regional Integration of ITS (RIITS) network which contains near-real time freeway traffic congestion data and incidents provided by California Department of Transportation (Caltrans District 7), and

WHEREAS, such information provided by Caltrans through the RIITS network includes all content, text, images, video, data sources and software related to freeway operating conditions and are collectively referred herein to as "Freeway Traffic Information", and

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

WHEREAS, Metro intends to share the Freeway Traffic Information with RIITS users in order to help improve the operation of the regional transportation systems. RIITS users are local governments, public transportation, transit agencies, emergency service providers, Information Service Providers (ISPs) and others such as researchers and academic institutions, for the primary purpose of more widely disseminating the information to the traveling public; and,

WHEREAS, Metro received a written authorization from Caltrans to allow the Company to receive the Freeway Traffic Information through the RIITS network, and

WHEREAS, the Company, an ISP, presently markets and distributes freeway traffic information through hand-held electronic devices to travelers in the Seattle metropolitan area, and

WHEREAS, in light of Metro's interest in broad dissemination of the traffic information to the traveling public, Metro desires to provide access to the Freeway Traffic Information to the Company free of charge for a demonstration period of no less than two (2) years to demonstrate the operation of a wireless traffic information service device, evaluate the market response and assess the need of a user serviced charge, and

WHEREAS, the Company desires to use the Freeway Traffic Information for purposes of reformatting, transmitting and deploying wireless devices created by the Company and to display such Freeway Traffic Information images for use in the Company's marketing in Los Angeles County and to disseminate such Freeway traffic Information to the general traveling public for public benefits.

NOW, THEREFORE, both parties agree hereto:

1. Metro Obligations:

- a) Metro shall provide the Company with access to the RIITS network for a period of no less than two (2) years, free of charge, subject to Metro's termination rights, and
- b) Metro shall provide the Company in compliance with the terms and conditions contained herein, passwords to accredited employees of the Company for the purposes of accessing www.RIITS.net during the term of this Agreement.

2. The Company Obligations:

- a) Company shall not hold Metro and/or Caltrans liable in anyway for unforeseen interruptions in providing the Freeway Traffic Information regardless of cause.
- b) Company shall provide 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 regional benefit assessment. Company's failure to provide survey input in a timely manner when requested by Metro may lead to the revocation of data access privileges.
- c) The wireless Freeway Traffic Information display device shall credit both Metro and Caltrans by respective logo authorized by each agency. The logos shall be large enough to be easily readable.
- d) Company acknowledges and agrees that neither Metro, Caltrans nor any of their respective employees, officers, nor agents makes any warranty with respect to the Freeway Traffic Information or 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 an "as is" and "with all faults" basis, with the Company bearing entire risk as to quality and performance.
- e) Company acknowledges and agrees in no event shall Metro or District 7, or any of their respective employees, officers, or agents be liable for any damages, claim or loss incurred by the Company (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 provided Freeway Traffic Information or

inability to use the provided Freeway Traffic Information irrespective of whether Metro or Caltrans had 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.

3. Indemnification

The Company agrees to defend, indemnify, and hold Metro, Caltrans District 7 and all of their employees, officers, and agents harmless from and against any and all liability and expense, including reasonable defense costs and legal fees, caused by any negligent or wrongful act or omission of the Company, its agents, officers and employees, in the use, possession, or dissemination of traveler information made available from the RIITS network. to the extent that such liability may be imposed upon Metro, Caltrans District 7, their employees, officers or agents, including but not limited to personal property damage, or injury to privacy or reputation.

4. Termination

Metro reserves the right to revoke the RIITS networks access privileges and any intent to end the demonstration upon written notice to the Company at any time. Metro reserves the right to enter into agreements with other ISPs to provide Freeway Traffic Information and other information that are available through the RIITS network. Metro may make changes to the RIITS network at any time and such changes may affect the Company device and the services it provides, all without any liability or responsibility of Metro or Caltrans to the device owner or the Company.

5. Assignment

The Company shall not assign or otherwise transfer this agreement without the prior written consent of Metro.

6. Disputes

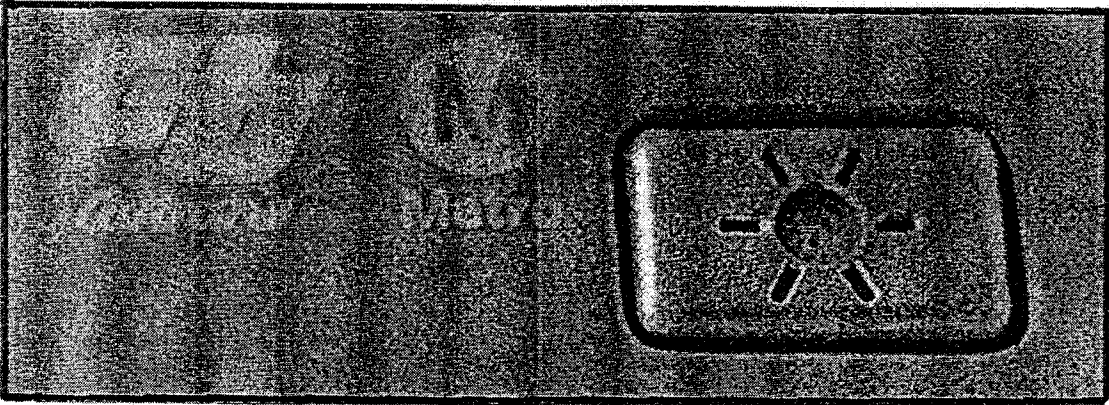
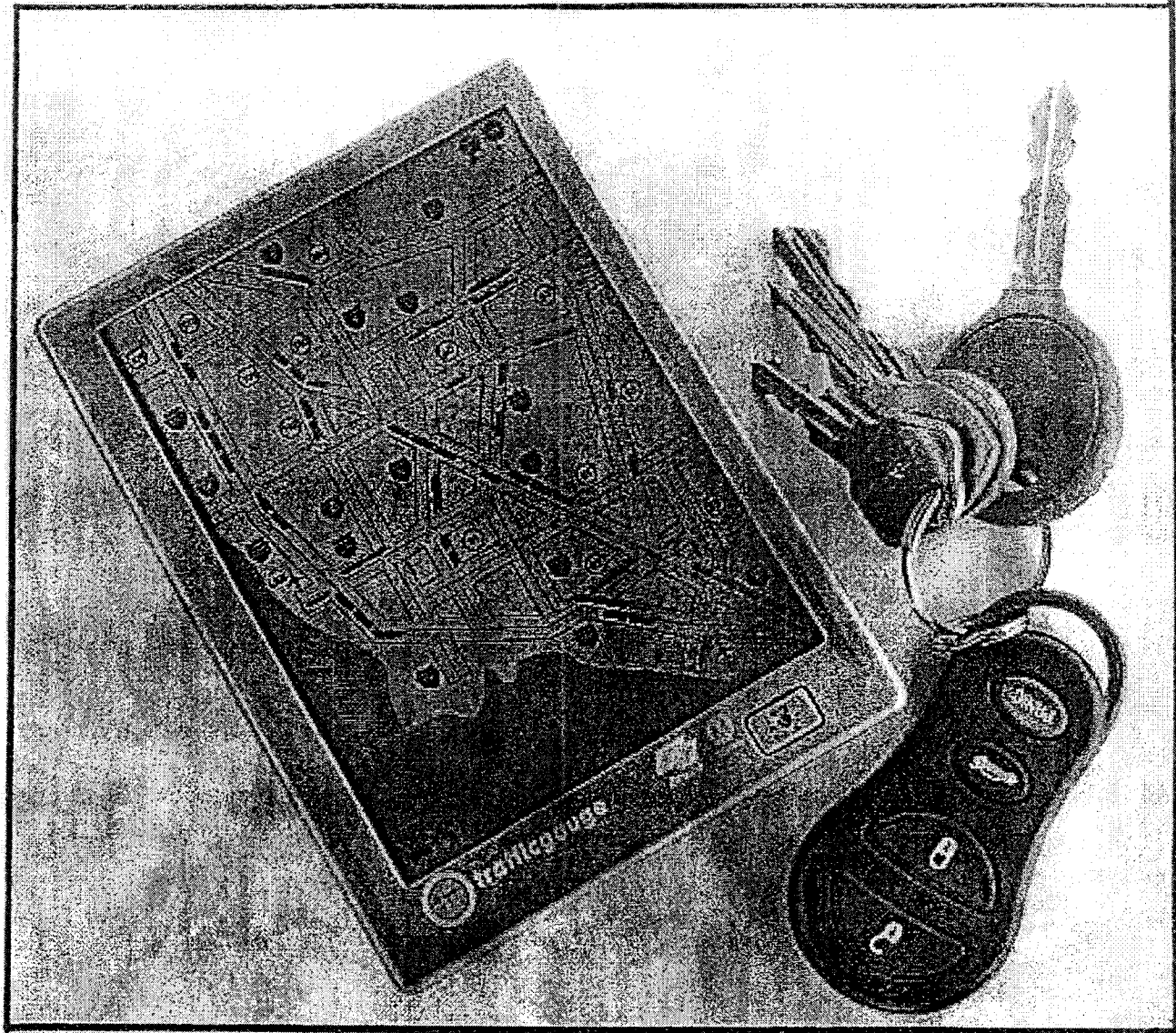
Both parties agree that this agreement shall be interpreted and enforced under the laws of the state of California and that venue and jurisdiction in any dispute shall be in Los Angeles County, California.

Los Angeles County Metropolitan Transportation Authority

Traffic Gauge, Inc.

Roger Snoble	Date	Signature	Date
Chief Executive Officer			
		Printed name	
APPROVED AS TO FORM			
		-	
		Title	
Office of the County Counsel			
By:		-	
Deputy	Date	Entity Name	

ATTACHMENT B (Front)



DEPARTMENT OF TRANSPORTATION

DISTRICT 7

120 S. SPRING STREET
LOS ANGELES, CA 90012-3606
PHONE (213) 897-0362
FAX (213) 897-0360



July 29, 2004

Mr. Roger Snoble
Chief Executive Officer
Los Angeles County
Metropolitan Transportation Authority One Gateway Plaza
Los Angeles, CA 90012

Dear Mr. Snoble:

Subject: Caltrans District 7 Traffic Information through MTA's RIITS
for regional Travel Information

Caltrans District 7 would like to congratulate MTA for your strong leadership and facilitation to interagency transportation information exchange in the region. It has been particularly exemplified through the Regional Integration of ITS project (RIITS) that allows the open exchange of real-time freeway, arterial, bus, rail and critical emergency response data to facilitate regional transportation management cooperation and coordination.

We support the vision to further leverage this pooled transportation management information from all the participating agencies' in the region, to better serve the traveling public directly through travel information. As such, we authorize MTA to provide this pooled freeway traffic information to Traffic Gauge, an Information Service Provider (ISP), to demonstrate the RIITS network capability. We request that any Caltrans' data provided through the RIITS be identified by our logo prior to any dissemination to the public. Lastly, we request once the Traffic Gauge's demonstration is launched, MTA conduct an assessment of the RIITS network interface to Traffic Gauge and provide the same opportunity to all other ISP's that may request a similar service.

Caltrans "District 7 has been and will continue to be a strong supporter of coordinated transportation management between agencies. The new Los Angeles Regional Transportation Management Center (TMC), that MTA provided developmental funding for, is currently under construction and once completed will accommodate the colocation of the California Highway Patrol (CHP) Communication Center for better partnering in responding to the region's transportation management and emergency response needs. Our current plan calls for the relocation of our TMC operations to the

MR. ROGER SNOBLE

July 29, 2004

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new facility at the beginning of next year, and as a result, expects that there will be a period of downtime for many of our transportation systems. One particular Concern is the disruption of the Traffic Freeway Vision service that provides real-time freeway traffic flow and congestion information to a number of local agencies and ISPs. Due to older technology and a lack of equipment, we plan to shut down the Traffic/Freeway Vision system for a period during our relocation process. In order to continue maintaining our service to the public through these users, we would like to take advantage of our region's newly deployed, web based transportation information sharing network created through RIITS project. We believe the RIITS network can effectively continue to provide our real-time freeway traffic flow and congestion information.

Caltrans District 7 is requesting that MTA authorize the use of RIIS network to Continue the provision of real-time data to our existing Traffic/Freeway Vision subscribers during the system cut-over period at the beginning of next year, presupposing a successful demonstration of the Traffic Gauge project. This will ensure the public in our region un-interrupted travel information service from our current Traffic Freeway Vision service contracted ISP's. We believe this to be an ideal solution for MTA, Caltrans and the subscribers.

Please have your staff contact Frank L. Quon, District Deputy Director of Operations at (213) 897-0362, to further discuss arrangements with Traffic Gauge and details of the system cut over in January 2005. Caltrans District 7 is ready to arrange a meeting with our Traffic/Freeway Vision subscribers to discuss the logistics of the system relocation and what kind of service MT A could maintain during this transition time.

Sincerely,

DOUGLAS R. FAILING

District Director

District 7