

**Memorandum of Understanding  
Between the County of Riverside Transportation Department  
and the City of Indian Wells**

This Memorandum of Understanding (hereinafter referred to as "MOU") is between the City of Indian Wells (hereinafter "City") and the County of Riverside Transportation Department (hereinafter "County"). This MOU sets forth the terms of agreement reached between City and County. Unless otherwise specifically provided herein, this MOU is in effect for a period of five (5) years from the later date of signature after both City and County sign, or until such time as the countywide collision records database is non-functional, or until such time as either City or County terminates their participation as outlined under the Section of this MOU titled "TERM".

**BACKGROUND**

County has received a grant from the California Office of Traffic Safety ("OTS") to establish a countywide collision records system to facilitate the sharing of collision information between/among cities and County, to identify high collision locations, determine appropriate countermeasures, and direct limited resources for safety improvements so as to more effectively reduce traffic collisions, and the fatalities, injuries and property damage that result from traffic collisions.

OTS recognizes the benefit of such a countywide collision records database and the potential benefits to have the ability to access such a database for statewide use.

**PURPOSE**

The purpose of this MOU is to outline a framework of conditions on which City and County will collaborate to establish a countywide collision records database, and continue to maintain it so as to share collision information.

**CITY OBLIGATION**

City will permit the vendor selected by County through the grant project to install the new system if City does not currently have a collision records database system, or update the collision records database system if City currently has an existing system. The installation of the countywide collision records database system shall be at no cost to City.

City will maintain the installed countywide collision records database by installing updates provided by County's vendor and keeping database current.

City will permit County to obtain City's collision data via City's database and/or SWITRS.

City will upload monthly City's collision data onto countywide collision records database.

City will permit County and other cities in the County of Riverside to access City's collision data in the countywide collision records database.

To the extent allowed by law, City will not provide collision data that is not originated by City in the countywide collision records database to a third party. Public requests for data for a certain city, other than City, or County, shall be directed to that city, County, or California Highway Patrol that has jurisdiction over such data.

City will be responsible for costs on the continued maintenance of the City's collision database, whether existing or new, including potential license fees or upgrade costs for the collision software, if it becomes necessary, five years after the software system is installed.

If necessary, after five years, City is responsible to pay for a fair share of the cost in maintaining the countywide database if City chooses to continue to participate in the countywide database system.

#### COUNTY OBLIGATION

County will install and maintain a countywide collision records database that is to be selected through the grant project.

County will upload monthly county collision data onto the countywide collision records database.

County will permit City and other cities in the County of Riverside to access County data in the countywide collision records database.

To the extent allowed by law, County will not provide collision data that is not originated by County in the countywide collision records database to a third party. Public requests for data for all cities and County shall be directed to that city or California Highway Patrol that has jurisdiction over such data.

County will be responsible for costs on the continued maintenance of the countywide collision records database, including potential license fees or upgrade costs for the collision software, for the first five years after the software system is installed as part of the grant project.

County will be responsible for continued maintenance of the countywide collision records database as long as said database continues to function and provide benefits to the County of Riverside and cities.

#### TERM

This MOU remains in effect for five (5) years, as long as the countywide collision records database is functional. Either City or County may terminate their participation by giving the other party a 60-day written notice. Either City or County may terminate the countywide collision records database if deemed necessary due to insufficient participation by cities, the database not functioning as intended, technical difficulties that cannot be resolved, the database not providing the benefits intended for cities, County and OTS, insufficient funding/resources to sustain the program, or without having to provide a reason.

#### CONTACT INFORMATION

**CITY OF INDIAN WELLS**  
Name: Bondie Baker  
Title: Assistant Engineer II  
Phone Number: (760)776-0237

**COUNTY OF RIVERSIDE**  
Name: Lawrence Tai  
Title: County Traffic Engineer  
Phone Number: (951)955-6816

SIGNATURES

The following authorized representatives of the City and County agree to the above terms by signing below:

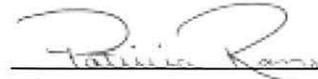
CITY OF INDIAN WELLS

  
\_\_\_\_\_  
Signature

Dana W. Reed, Mayor  
Print Name, Title

Date: January 7, 2016

COUNTY OF RIVERSIDE TRANSPORTATION  
DEPARTMENT

  
\_\_\_\_\_  
Patty Romo, Assistant Director of Transportation

Date: 9-1-15

**ATTEST:**

  
\_\_\_\_\_  
Chief Deputy City Clerk