

**OWNERSHIP, OPERATION and MAINTENANCE AGREEMENT**  
**Between**  
**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)**  
**And**  
**THE COUNTY OF SAN MATEO**  
**For the**  
**SMART CORRIDOR FIBER CONNECTION TO THE COUNTY OF SAN MATEO**

This Agreement by and between the City/County Association of Governments of San Mateo County, hereinafter referred to as “C/CAG and the County of San Mateo, acting by and through its Information Services Department, hereinafter referred to as “COUNTY,” is for the purpose of outlining and defining the roles, responsibilities, terms, and conditions for the ownership, operation, and maintenance of equipment and components that are incorporated and integrated into the San Mateo County Smart Corridors Project, hereinafter referred to as “Smart Corridor,” “Smart Corridors Project,” or “the Project.” C/CAG and COUNTY and are collectively referred to herein as “Parties.”

**RECITALS**

- A. This Agreement is intended to identify the Parties’ overall commitments and responsibilities regarding construction, ownership, operation, and maintenance of the Smart Corridors Communications (conduit, fiber optic cable, and associated equipment) extension into the COUNTY right-of-way, specifically the new Regional Operations Center (ROC), for day-to-day accessibility to view deployed closed-circuit television cameras (CCTV), as applicable.
- B. In addition to COUNTY, other project stakeholders, herein referred to as “Cities”, with access to selective Smart Corridors-specific equipment currently include the City of Burlingame, City of San Mateo, City of Belmont, City of San Carlos, City of Millbrae, City of Redwood City, City of San Bruno, City of East Palo Alto, City of Belmont, and Town of Atherton. These Cities who are not signatories to this Agreement, will enter into separate agreements with C/CAG for the maintenance and operation of Smart Corridors-equipment located within their respective jurisdictional boundaries.
- C. Caltrans District 4 will enter into a separate agreement with COUNTY regarding the detailed operation of the Smart Corridors.

**AGREEMENT**

The Parties hereto agree as follows:

**1. Equipment**

The new Intelligent Transportation System (ITS) elements to be installed for the Smart Corridors Project, referred to as “New” equipment for purposes of this Agreement, include the following equipment and components:

- Communications (conduit, fiber, software, and associated equipment)

C/CAG agrees to provide necessary funding required for maintaining the Smart Corridors “New” equipment located within COUNTY’s right-of-way.

## **2. Ownership**

COUNTY shall own all interest in the “New” Smart Corridors equipment, specifically, the newly constructed communications link (conduit, fiber, equipment) between the ROC, located at 501 Winslow Avenue in Redwood City, and the San Mateo Smart Corridor access point, located at the intersection of Industrial Way and Whipple Avenue in Redwood City.

## **3. Operations**

COUNTY shall have the right to view full system CCTV camera images, during both daily operations and any incidents. During daily operations, Cities and Caltrans may control Pan Tilt Zooms (PTZ) with priority given to the owning jurisdiction. A framework to establish priority, rules, and defaults will be developed in a separate agreement between Cities and Caltrans.

COUNTY will allow C/CAG staff, currently located at 555 County Center, 4<sup>th</sup> Floor in Redwood City, access and ability to connect to the new communications link for installing a workstation and associated software to view the status and operations of the Smart Corridors equipment, including CCTV cameras, signal software system, and trailblazer signs.

Additional agreements between COUNTY and Caltrans, and possibly other Cities will be developed as needed for operating Smart Corridors equipment located in the COUNTY limits during major traffic incidents.

## **4. Maintenance**

For fiber conduits that do not interconnect signals, COUNTY is responsible for protecting the communication lines by marking the location of these lines on construction plans and in the field during construction. COUNTY is also responsible for repairing any damage to the communication lines caused by COUNTY staff and contractors. COUNTY is also required to include the following language in any encroachment permits granted to any third party working in COUNTY’s right-of-way:

*“Fiber optic communication lines are present in the County right-of-way. It is the responsibility of the contractor to protect the integrity of those communication lines during construction. The contractor will be liable for all damages to the communication lines. Through the application and granting of the encroachment permit, the City/County Association of Governments (C/CAG) is specifically authorized to pursue any claims against the contractor for the cost to repair any damage caused to the fiber optic communication lines.”*

For all fiber conduits not covered by Paragraph 1 above, COUNTY is responsible for protecting the communications lines by marking the location of these lines on construction plans and in the field during construction. COUNTY will be responsible to repair any damage to the communication lines caused by COUNTY staff, contractors working for the COUNTY, or any third party working under an encroachment permit issued by COUNTY.

For communication line damage caused by construction activities not under permit, COUNTY, as owner, will maintain this communication line in a similar manner to that of other COUNTY-owned utilities. C/CAG will be responsible for repair and maintenance of any malfunction of the communication lines not related to construction or maintenance activities.

**5. Funding for Maintenance Activities**

C/CAG shall seek to secure the necessary funding required for maintaining the Smart Corridors “New” equipment located within COUNTY’s right-of-way.

**6. Term/Modifications**

This Agreement shall be effective as of \_\_\_\_\_, 2018, and continue until January 1, 2060 unless sooner terminated, or otherwise extended, by the written agreement of the Parties.

This Agreement may be modified only in writing and by mutual consent of both Parties.

**7. Hold Harmless/ Indemnity**

COUNTY shall indemnify and save harmless C/CAG, their agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, error, acts or omissions of COUNTY, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

AGREED AND EXECUTED BY:

**COUNTY OF SAN MATEO  
DEPARTMENT OF PUBLIC WORKS**

**CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF SAN MATEO COUNTY**

By: \_\_\_\_\_  
Jon Walton, County of San Mateo  
Chief Information Officer

By: \_\_\_\_\_  
Maryann Moise Derwin, C/CAG Chair

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Counsel for County of San Mateo

By: \_\_\_\_\_  
Counsel for C/CAG

Date: \_\_\_\_\_

Date: \_\_\_\_\_