

MEMORANDUM OF UNDERSTANDING
Between
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)
And
THE CITY OF SAN MATEO
For the
SMART CORRIDORS SAN MATEO COUNTY HUB

This Agreement by and between the City/ County Association of Governments of San Mateo County, hereinafter referred to as “C/CAG,” and the City of San Mateo, hereinafter referred to as “CITY,” is for the purpose of outlining and defining the roles, responsibilities, terms, and conditions for locating the San Mateo County Hub, hereinafter referred to as “SMCHub” in the City of San Mateo Police Department. C/CAG and CITY are collectively referred to herein as “Parties” and individually as “Party.”

RECITALS

- A. C/CAG and CITY entered into a prior Memorandum of Understanding (MOU), on October 22, 2008, acknowledging an agreement to work cooperatively to develop and implement the Smart Corridors Project (Project).
- B. This Agreement is intended to identify the Parties’ overall commitments and responsibilities regarding locating the SMCHub in CITY’s Police Department.
- C. The SMCHub includes Routers/Backbone Switches and Aggregation Switches dedicated to supporting Intelligent Transportation System (ITS) field devices in the California Department of Transportation (Caltrans) District 4 and local agency rights-of-way.
- D. The SMCHub includes central servers to allow stakeholder staff to operate and control the field devices (traffic controllers, signs and closed-circuit television (CCTV) cameras) located throughout the Project area.
- E. In addition to C/CAG and Caltrans, and other Project stakeholders with access to selective Smart Corridors equipment currently include CITY, the City of Burlingame, 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. Except for CITY, these stakeholders, which 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.
- F. Caltrans District 4, which will have full access to Smart Corridors equipment throughout the Project limits including the SMCHub and which is not a signatory to this Agreement, will enter into a separate agreement with C/CAG for the maintenance and operation of the Smart Corridors.
- G. Caltrans will enter into a separate agreement with CITY regarding the detailed operation of the Smart Corridors.

AGREEMENT

The Parties hereto agree as follows:

1. Equipment

For purposes of this Agreement, the SMCHub equipment includes Routers/Backbone Switches and Aggregation Switches dedicated to supporting Intelligent Transportation System (ITS) field devices in the California Department of Transportation (Caltrans) District 4 and local agency rights-of-way, as shown in Exhibit A.

2. Ownership

C/CAG and Caltrans shall together own all interest in the Smart Corridor equipment at the SMCHub located in the CITY Police Department.

3. Operations

The SMCHub is the main communication hub, serving as the central location for communication equipment, and establishes a center-to-center communication between all stakeholders. The SMCHub also serves as a data sharing network and provides control of Smart Corridor field devices.

All field devices are connected to the SMCHub, and the SMCHub is connected to the Caltrans District 4 Transportation Management Center in Oakland (D4TMC) via a leased line until a permanent fiber connection is established. Project stakeholders' Transportation Management Centers (TMCs) located within each Smart Corridor cities are designated as redundant centers in case of emergency and communicate directly with the SMCHub.

The SMCHub is designed to perform backup operations if the D4TMC connection from the SMCHub to D4TMC fails.

4. Maintenance

C/CAG and Caltrans are responsible for maintaining all Smart Corridor SMCHub equipment.

5. Access to SMCHub

CITY shall provide Caltrans staff, C/CAG staff, and consultants access to the SMCHub 24 hours per day, 7 days per week. Caltrans and C/CAG will request access in advance by providing CITY Police Station staff advanced notice as soon as reasonably possible.

6. Term/Modifications

This Agreement shall be effective as of _____, 2018, and shall continue indefinitely unless it is terminated 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

CITY 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 CITY, 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:

CITY OF SAN MATEO

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

By: _____
Larry Patterson, City Manager

By: _____
Maryann Moise Derwin, C/CAG Chair

Date: _____

Date: _____

By: _____
Counsel for City of San Mateo

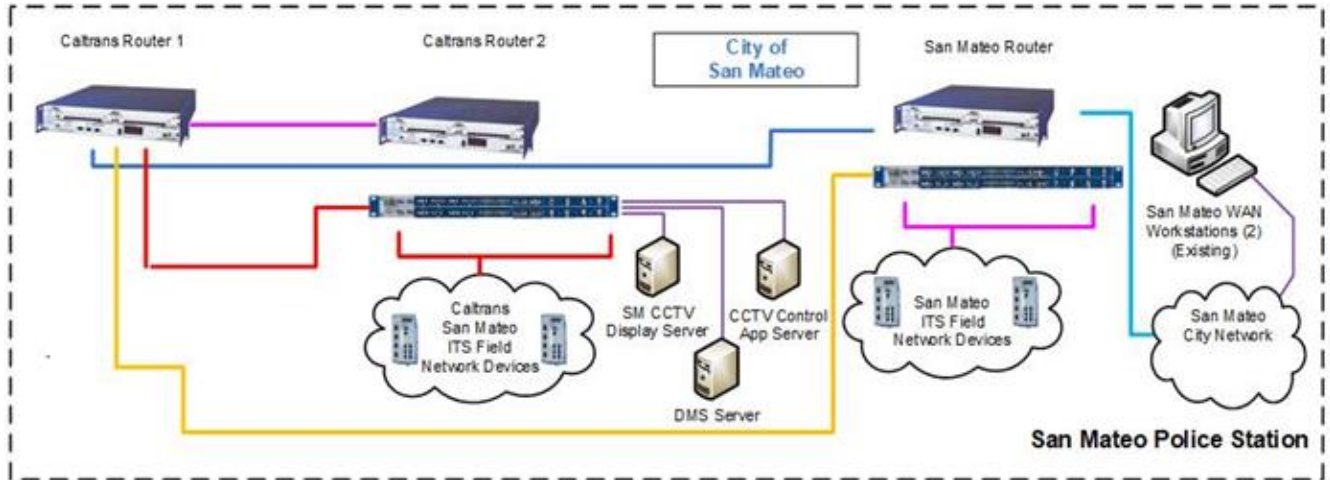
By: _____
Counsel for C/CAG

Date: _____

Date: _____

EXHIBIT A

Diagram of the equipment at the SMCHub



Legend

