MEMORANDUM OF UNDERSTANDING  
Between  
DEPARTMENT OF TRANSPORTATION (CALTRANS) DISTRICT 4  
And  
THE CITY OF MENLO PARK  
For the  
SAN MATEO COUNTY SMART CORRIDORS

This Traffic Signal Operations Agreement is a Memorandum of Understanding (MOU) between the City of Menlo Park hereinafter referred to as “CITY,” and the State of California, acting by and through the Department of Transportation - District 4, hereinafter referred to as “STATE,” together referred to as PARTIES, is for the purpose of outlining and defining the roles, responsibilities, terms, and conditions for operation of CITY traffic signals under predetermined conditions to implement the San Mateo County Smart Corridors Project, hereinafter referred to as “Smart Corridors”.

RECITALS

A. Since 2007, CITY staff has participated in stakeholder workshops and have been working cooperatively to develop the Smart Corridors Project.

B. The Smart Corridors is located along predefined designated arterial routes, parallel and perpendicular to US-101, including and not limited to State Route (SR)-82 (El Camino Real) between Interstate 380 (I-380) and University Avenue in East Palo Alto.

C. The Smart Corridors enables CITY, STATE and other cities to implement traffic management strategies through the deployment of Intelligent Transportation System (ITS) elements along state routes and major local streets in San Mateo County.

D. STATE will enter into a separate agreement with City/County Association of Governments of San Mateo County (C/CAG) for the maintenance and operations of the Smart Corridors.

E. CITY has previously entered into an agreement with C/CAG with regard to the ownership, operation and maintenance of Smart Corridor equipment.

F. Unless otherwise stated, all provisions of prior agreements with C/CAG remain intact and apply to this agreement including shared use of Smart Corridors equipment and systems.

G. Appendix A lists the CITY traffic signals and predefined arterial routes within the Smart Corridors.
AGREEMENT

GENERAL RESPONSIBILITIES

- STATE and CITY to collaborate on traffic signal timing plans along each predefined designated arterial routes as the initial response to an unplanned event on US-101, SR-82, SR-92, I-380, SR-84, SR-109, or SR-114.

- CITY to provide STATE information about modifications to signal phasing, vehicle detection or controller communications at CITY traffic signals in a timely manner.

- STATE to provide CITY information about modifications to signal phasing, vehicle detection or controller communications at STATE traffic signals in a timely manner.

- STATE and CITY to exchange lane closures, construction, or special events information along alternate routes in a timely manner.

- STATE to not disseminate any information about CITY traffic signals to any outside entity.

- CITY to not disseminate any information about STATE traffic signals to any outside entity.

NORMAL OPERATIONS

Normal Operations is defined as typical traffic conditions, and agencies operate and maintain their designated traffic signals.

- STATE and CITY to monitor the operations of their respective traffic signals.

- STATE and CITY to cooperate on traffic signal operations during normal operations and preplanned special events.

INCIDENT OPERATIONS

Incident Operations is defined as a period where typical traffic conditions change due to an unplanned event on the freeway or conventional highway reducing capacity by at least 50% requiring active monitoring and management from the STATE. Planned construction and maintenance activities are excluded and existing operational procedures and policies apply. This definition elaborates on the terms incident or “major incident" used in prior agreements.
• STATE to implement traffic signal timing plans at CITY traffic signals within the Smart Corridor as the initial response to an event on US-101, SR-82, SR-92, I-380, SR-84, SR-109, or SR-114.

• STATE to optimize traffic signal timing plans at CITY traffic signals in response to changing traffic conditions as required.

• STATE to notify CITY when STATE implements traffic signal timing plans at CITY traffic signals within 30 minutes in accordance to a mutually agreed upon protocol.

• STATE to monitor all affected traffic signals throughout the duration of the incident and implement the optimal traffic signal timing plans in response to changing traffic conditions as required.

• STATE to use trailblazer and arterial dynamic message signs in conjunction with the traffic signal timing plans as required.

• CITY to monitor affected CITY traffic signals and notify the STATE of changes to lane closures, construction, or special events.

• STATE to not modify CITY traffic signal controller parameters except for green times and phase sequences. STATE to confirm modified signal controller parameters do not violate any provisions in the California Manual on Uniform Traffic Control Devices (CAMUTCD).

• STATE to implement normal operations traffic signal timing plans at affected CITY and STATE traffic signals as soon as typical traffic conditions resume.

• STATE to provide a report to CITY summarizing the actions taken by the STATE in a timely manner.

• STATE and CITY to conduct review of traffic signal timing plans as required.

• If Smart Corridor traffic signal systems malfunctions, the STATE will not implement traffic signal timing plans at CITY traffic signals.

HOLD HARMLESS/ INDEMNITY

CITY shall indemnify and save harmless STATE and its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, error, acts or
omissions of CITY, its agency's officers or employees related to or resulting from performance, or non-performance under this Agreement. STATE shall indemnify and save harmless CITY, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, error, acts or omissions of STATE, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

TERM OF OPERATIONS AGREEMENT

a. This Operations Agreement shall be effective as of December 5, 2016 and shall remain in full force and effect until amended or terminated.

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

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

AGREED AND EXECUTED BY:

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION - DISTRICT 4

By: ____________________________

Sean Nozzari, Deputy District Director

Date: 9/29/16

CITY OF MENLO PARK

By: ____________________________

Menlo Park Director of Public Works, Justin Murphy

Date: 12/5/16
APPENDIX A

Routes and Traffic Signal Locations
FREEWAY: US-101 SB  Incident Location: Segment P - Between Willow Rd and University Ave

REVISION DATE 12/08/2014