



City of Palo Alto

City Council Staff Report

(ID # 8850)

Report Type: Consent Calendar

Meeting Date: 2/26/2018

Summary Title: Memorandum of Understanding for Traffic Data Sharing with Santa Clara County

Title: Approval of a Memorandum of Understanding With the County of Santa Clara to Share Traffic Data and to Establish a Virtual Private Network

From: City Manager

Lead Department: Planning and Community Environment

Recommendation

Staff recommends that Council approve the Memorandum of Understanding (MOU) in Attachment A with the County of Santa Clara to share traffic data and to establish a virtual private network within the traffic signal system.

Executive Summary

The City of Palo Alto and the County of Santa Clara both utilize the same central management system to operate and maintain their respective traffic control systems (i.e. Trafficware ATMS.now). In addition, the City of Palo Alto will be implementing a Bluetooth data collection system (i.e. Iteris Velocity) to collect travel time and travel route data. This Bluetooth data collection system is the same system currently in use by the County of Santa Clara along most of its expressway system. The virtual private network would allow each jurisdiction to securely connect to each other's traffic control system to utilize data collection hardware and view traffic signal operations.

Background

Both the City of Palo Alto and the County of Santa Clara operate and maintain a traffic signal system using central management software. There are several different management platforms; however, both Palo Alto and the County of Santa Clara utilize the same software platform. Both City and County staff believe it would be beneficial to have read-only access to the intersections within Palo Alto that are adjacent to the signals maintained by the other. Currently, the County of Santa Clara operates and maintains the traffic signals along Oregon Expressway, Page Mill Road, and Foothill Expressway that are within the City of Palo Alto city limits.

The County of Santa Clara uses the Iteris Velocity Bluetooth system to estimate travel times and

patterns. City staff is in the process of implementing a similar system. The two systems are compatible, and both jurisdictions would benefit from the use of hardware that is owned and maintained by the other jurisdiction. This would prevent the need to duplicate hardware at key points around the City of Palo Alto.

Discussion

This Memorandum of Understanding would allow both the City and County to share data collection hardware and providing access to additional data points without each having to install duplicate hardware within the City of Palo Alto. The City of Palo Alto would be able to utilize data points along major gateways just outside of the City's limits. The data involved does not involve any personally identifiable information and as such raises no privacy issues. Video data is specifically excluded from the agreement.

To facilitate the data collection sharing ability, a virtual private network (VPN) connection would need to be created connecting the City's and the County's respective central traffic control management systems. The connection of traffic signal systems would be a "read-only" connection, and the respective jurisdictions would not be allowed to modify the other's system. Each jurisdiction would only be allowed to monitor the signal operations and make adjustments to their own system, if desired.

With adoption of the MOU, the City of Palo Alto and the County of Santa Clara would agree and acknowledge that the data shared between the parties may be used for traffic operations, traffic incident management, transportation, public safety, emergency management, intelligent transportation systems and other related uses within the purview of the parties' official functions. Neither shall use the other's data for any other purpose without the express written approval of the other party, and the Memorandum of Understanding will be revocable by either jurisdiction.

Timeline

The virtual private network (VPN) would be established upon implementaton of the City's Bluetooth system to enable sharing of data collection hardware. This can be accomplished within a couple of weeks of MOU approval.

Resource Impact

Entering a Memorandum of Understanding and establishing a virtual private network (VPN) connection would have negligible resource impact. By sharing existing resources, the City would pntentially save future funds by not having to purchase and install duplicative hardware.

Policy Implications

Entering this agreement is consistent with the following Policies and Programs in the City's updated Comprehensive Plan:

- Policy T-2.1 Working with congestion management authorities including the VTA and the City/County Association of Governments of San Mateo County (C/CAG), implement

traffic management strategies and technologies, such as signal coordination, centralized traffic control and real-time travel information, to reduce traffic congestion in and around Palo Alto.

- Program T2.1.1 Implement computerized traffic management systems to improve traffic flow when feasible.
- Policy T-3.13 Work with Caltrans, Santa Clara County and VTA to improve east and west connections in Palo Alto and maintain a circulation network that binds the city together in all directions.

All data collected by the Iteris Velocity system conforms to the City of Palo Alto's Information Privacy Policy. Therefore, all data shared between the City and the County would conform to the policy.

Environmental Review

The requested action is an agreement to share information and is not a project requiring review under the California Environmental Quality Act (CEQA).

Attachments:

- DRAFT VPN MOU Palo Alto-County

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF PALO ALTO, CALIFORNIA
AND THE COUNTY OF SANTA CLARA, CALIFORNIA
TO SHARE TRAFFIC DATA AND
SET-UP OF A VIRTUAL PRIVATE NETWORK**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is made and entered into on this _____ day of _____, 2018, (“Effective Date”) by and between the CITY OF PALO ALTO, CALIFORNIA, a municipal corporation of the State of California (hereinafter “CITY”) and the COUNTY OF SANTA CLARA, CALIFORNIA, a political subdivision of the State of California (hereinafter “COUNTY”). CITY and COUNTY may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this MOU.”

RECITALS

WHEREAS, CITY manages the roadway and traffic signal system on local streets within the CITY limits and COUNTY manages the roadway and associated traffic signal system on the County-maintained expressways located within the CITY limits;

WHEREAS, both CITY and COUNTY have each developed a Traffic Operations Center for the purpose of delivering an optimal system of roadway traffic flow monitoring and traffic management service;

WHEREAS, both CITY and COUNTY have implemented ways to communicate with field equipment and operate their traffic signals;

WHEREAS, both CITY and COUNTY have capability to collect traffic volume, speed, and traffic signal status information (hereinafter “DATA”); and

WHEREAS, both CITY and COUNTY each have a desire to share this DATA to understand traffic on both jurisdictions to better manage traffic on roadways.

TERMS and CONDITIONS

The Parties agree as follows:

1. TRAFFIC DATA SHARING

Subject to the terms and conditions of this MOU, each Party hereby authorizes the other Party to access and use such Party’s DATA. “DATA” means real-time traffic signal timing data, and available traffic volume, speed and other related information. DATA excludes, and neither Party is obligated to provide, access to any data containing images or video from the County’s live traffic camera feeds.

The County will provide a Virtual Private Network (“VPN”) connection between CITY’s traffic management servers (currently located at 3201 E Bayshore Rd, Palo Alto, CA 94303) and COUNTY’s traffic data servers (currently located at 1505 Schallenberger Road, San Jose, CA 95131) that will allow the servers to communicate and exchange the DATA. The Parties intend that the VPN will remain up and functioning 24 hours per day every day of the year. Each Party shall maintain its respective DATA at its sole cost and expense.

The Parties agree and acknowledge that the DATA shared between the Parties may be used for traffic operations, traffic incident management, transportation, public safety, emergency management, intelligent transportation systems and other related uses within the purview of the Parties’ official functions. No Party shall use the other Party’s DATA for any other purpose without the express written approval of the other Party. As consideration for the execution of this MOU and the access to and use of the DATA, each Party agrees to use the DATA in accordance with the terms and conditions of this MOU.

Both County and City make no warranties, whether express, implied, oral or written including, but not limited to, warranties of merchantability and fitness for a particular purpose, with respect to the service or services covered or furnished and the DATA provided pursuant to this MOU. The Parties further make no warranty that the DATA will be provided in an uninterrupted manner or that the DATA will be free of errors. DATA is provided on an “as is” and “with all faults” basis.

2. TERM

The initial term of this MOU is five years beginning on the Effective Date and will automatically renew for two consecutive five-year terms, unless sooner terminated by the Parties. Any Party seeking non-renewal of this MOU shall notify the other Party in writing, not less than sixty (60) calendar days prior to the date that the then-current five year term is due to expire, of its intent to not renew the MOU. This MOU shall expire if the service is permanently discontinued.

3. TERMINATION

Either Party may terminate this MOU without cause by giving the other Party no less than sixty (60) calendar days written notice.

4. INDEPENDENT CONTRACTOR

Each Party agrees that it is not an agent or employee of the other Party but an independent contractor with full rights to manage its employees subject to the requirements of the law.

5. HOLD HARMLESS/INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the PARTIES pursuant to Government Code Section 895.6, the PARTIES agree that all losses or liabilities incurred by a PARTY shall not be shared pro rata but instead the COUNTY and CITY agree that pursuant to Government Code Section 895.4, the PARTIES hereto shall fully indemnify and hold the other PARTY, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying PARTY, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this MOU. No PARTY, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of the other PARTY hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to the other PARTY under this MOU.

In no event shall the Parties or any suppliers be liable for any damages, claim or loss incurred by another Party, (including, without limitation, compensatory, incidental, indirect, special, consequential or exemplary damages, lost profits, lost sales or business, or loss of goodwill) resulting from loss of or inability to use the DATA, irrespective of whether a Party and its suppliers have 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, but without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and any other causes of action.

6. FAIR EMPLOYMENT

COUNTY AND CITY shall comply with all applicable Federal, State, and local laws in the performance of this MOU, including but not limited to non-discrimination laws and maintain all licenses required by Federal, State, and local governments and regulatory agencies.

7. COUNTERPART/FACSIMILE SIGNATURE

This MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument; and, the Parties agree that signatures on this MOU, including those transmitted by facsimile, shall be sufficient to bind the Parties.

8. NO THIRD PARTY BENEFICIARY

This MOU shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this MOU for any cause whatsoever.

9. BUDGET CONTINGENCY

Performance by the PARTIES pursuant to this MOU is contingent upon the appropriation of sufficient funds by such PARTY for the obligations covered by this MOU. If funding is reduced or deleted by a PARTY for the obligations covered by this MOU, the PARTIES may, at its option and without penalty or liability, terminate this MOU or offer an amendment to this MOU indicating the revised obligations.

10. AMENDMENT

This MOU may be amended only by mutual written agreement. Any such amendment will be consistent with the purpose of this MOU.

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The PARTIES of this MOU acknowledge and accept the terms and conditions of this MOU as evidenced by the following signatures of their duly authorized representatives. It is the intent of the PARTIES that this MOU shall become operative on the Effective Date.

CITY OF PALO ALTO, CALIFORNIA
a California municipal corporation

APPROVED AS TO FORM:

Assistant City Attorney

ATTEST:

City Clerk

City Manager
250 Hamilton Avenue
Palo Alto, CA 94301
Telephone: (
Fax: (

“CITY”

COUNTY OF SANTA CLARA, CALIFORNIA
a political subdivision of the State of California

APPROVED AS TO FORM AND LEGALITY:

CHRISTOPHER CHELEDEN
Lead Deputy County Counsel

SYLVIA GALLEGOS
Deputy County Executive
70 West Hedding Street, 11th Floor
San Jose, CA 95110

HARRY FREITAS, Director
Roads and Airports Department
101 Skyport Drive
San Jose, CA 95110
Telephone: (408) 573-2438
Fax: (408) 441-0142

“COUNTY”