

**City of Banning, CA
City of Beaumont, CA
California Department of Transportation, District 8**

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) between the City of Banning (BANNING), the City of Beaumont (BEAUMONT), and California Department of Transportation, District 8 (CALTRANS) outlines the areas of general responsibility for the coordinated operation of traffic signals at the following intersections along Highland Springs Avenue, as shown on Exhibit A:

Eight Street / Wilson Street
Sixth Street / Ramsey Street
I-10 westbound ramp
I-10 eastbound ramp
First Street / Sun Lakes Boulevard
Second Street/ Sun Lakes Village Drive

It constitutes solely as a guide to the intentions and policies of the parties involved. It is not intended to authorize funding or project effort nor is it a legally binding contract.

WHEREAS, the traffic signal locations shown on Exhibit A are within the corporate boundaries of BANNING, BEAUMONT, and CALTRANS; and

WHEREAS, BANNING, BEAUMONT, and CALTRANS hold jurisdiction exclusively as indicated in Exhibit A; and

WHEREAS, it is understood that a coordinated traffic signal system would be mutually beneficial to the agencies and would improve traffic safety and flow;

NOW THEREFORE, in consideration of the premises and agreements herein contained, said parties do hereby agree as follows:

1. Signal Timing: The parties shall mutually establish traffic signal timings for the traffic signal locations listed in Exhibit A. The timings shall be developed by the City of Beaumont, established and agreed upon in writing by the Traffic Engineer or designee of each party. Any change in timing or operation proposed by one party shall be reviewed by the other parties and agreed upon in writing by the Traffic Engineer or designee of each party.
2. Common Time Reference: Each party shall maintain clock time at the field master for its signals and shall resynchronize system clock time at 12:00 midnight each day.

3. Upgrade: If certain signals are mutually desired to be in the system but are not compatible due to obsolete or incompatible equipment, the party under whose jurisdiction the obsolete or incompatible equipment is located or operated shall upgrade the necessary equipment to bring the signals onto the system. If existing equipment is marginal in regards to operation, the party under whose jurisdiction the marginal equipment is located or operated shall consider upgrading the equipment in the normal course of project budgeting.
4. Maintenance: Upon completion of the traffic signal system, the designated signal timing shall be maintained. During this initial 12-month period, maintenance of the signal timing will be the responsibility of all parties involved as part of the system design and implementation.

As described above, "maintenance" shall only mean maintenance as it relates to signal timing and is not intended to describe traffic signal infrastructure maintenance which shall remain the responsibility of the respective agencies.

5. Coordinating Committee: All parties understand that in order for the system to operate optimally it is necessary that the operational characteristics of the system be reviewed regularly. Therefore, the parties shall establish a Coordinating Committee. The committee shall meet at a minimum of bi-annually to review the operating characteristics of the system and propose any needed modifications to the system. The committee shall be comprised of the Traffic Engineer of BANNING or designee, the Traffic Engineer of BEAUMONT or designee, the Traffic Engineer of CALTRANS or designee, and any other individual mutually agreed to by all parties.

The committee member of each party shall be responsible for notifying the other parties as soon as possible but no later than the first working day following discovery of a system failure, an emergency repair, or a power failure affecting the system. The committee members of all parties shall also give advance notice of at least two working days prior to any shutdown of the master controller as part of regularly scheduled routine maintenance or any other regularly scheduled maintenance affecting the system.

The committee shall prepare a summary report of its meetings, system activity and future needs at the end of each calendar year. The report shall be completed by January 31st of each year.

6. Records: All parties shall each keep open book records of the project which shall be available for inspection by the other parties at any reasonable time during business hours.
7. Notification: Notices shall be sufficient hereunder if personally served upon the Traffic Engineer or designee, of each party, or sent to those individuals via the United States Post Office, postage prepaid, addressed as follows:

BANNING

Arturo Vela
Public Works Director/City Engineer
City of Banning
99 E. Ramsey Street
Banning, CA 92220

BEAUMONT

Jeff Hart
Public Works Director ~ City Engineer
City of Beaumont
550 E. 6th Street
Beaumont, CA 92223

CALTRANS

Tony Sarmiento
Chief
Electrical Operations
Caltrans District 8
464 W. 4th Street
San Bernardino, CA 92401

8. Termination: This Understanding shall remain in effect until terminated by any party. Any party may terminate this Understanding upon giving sixty (60) days written notice of termination to the other parties.

IN WITNESS WHEREOF: The agencies have caused this Understanding to be executed by the officials designated below:

CITY OF BANNING
A Municipal Corporation

Dated: _____

By: _____
Doug Schulze, City Manager

ATTEST: By: _____
Sonja de la Fuente, Deputy City Clerk

CITY OF BEAUMONT
A Municipal Corporation

Dated: _____

By: _____
Todd Parton, City Manager

ATTEST: By: _____
Steve Mehlman, City Clerk

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Dated: _____

By: _____
Catalino A. Pining III
Deputy District Director
D8 Traffic Operations

