

MEMORANDUM OF UNDERSTANDING WITH THE CALTRANS FOR COUNTY-WIDE
CCTV INTEROPERABILITY PROJECT

March 25, 2014


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RECOMMENDATION

It is recommended that the City Council:

- Approve the Memorandum of Understanding between the Caltrans and the City of Garden Grove for the County-Wide Closed Circuit Television Video Interoperability Project; and
- Authorize the City Manager to execute the County-Wide Closed Circuit Television Video Interoperability Project Memorandum of Understanding on behalf of the city.


William E. Murray, P.E.
Public Works Director


By: Dai C. Vu, P.E.
Associate Engineer

Attachment: Memorandum of Understanding

Recommended for Approval


Matthew Fertal
City Manager

MEMORANDUM OF UNDERSTANDING
CALIFORNIA DEPARTMENT OF TRANSPORTATION
AND
CITY OF GARDEN GROVE

This Memorandum of Understanding (MOU) is a no cost agreement entered into effective March 25, 2014 by and among the California Department of Transportation (Caltrans) District 12 (D12), and the City of Garden Grove (City) to provide inter-agency guidelines and responsibilities for the purpose of sharing Closed Circuit Television (CCTV) video images/streams between Caltrans D12, participating cities in Orange County, and the City of Garden Grove for congestion monitoring, traffic management, and incident management.

RECITALS

WHEREAS, Caltrans has received a grant to design, implement, operate, maintain, and host the County-Wide CCTV Interoperability Project (hereinafter, the "PROJECT"), and;

WHEREAS, the purpose of the County-Wide CCTV Interoperability Project is to maximize the benefits by integrating current and proven Intelligent Transportation System (ITS) technology for the purpose of sharing live freeway/arterial/intersections CCTV traffic video images/streams (view only) among participating agencies, and;

WHEREAS, Caltrans and the City agree to the design, implementation, operations, maintenance, and three-years hosting of the PROJECT, and;

WHEREAS, the PROJECT will also include installation of hardware at the City, and these elements will be installed and implemented as part of the PROJECT, and;

WHEREAS, the PROJECT shall be funded by Caltrans for the design, implementation, operations, maintenance and three-years hosting at no cost to the City, and;

WHEREAS, the City shall maintain full control and operations of their CCTV cameras at all times; and pant-tilt-zoom capabilities shall remain with the City, and;

WHEREAS, Caltrans and City desire to enter into this MOU to demonstrate their commitment to improving transportation opportunities and incident management in Orange County and to develop and implement the County-Wide CCTV Interoperability Project;

NOW, THEREFORE, both parties agree hereto:

City:

- a) City, at their discretion, shall share live arterial/intersection CCTV traffic video images/streams for viewing only from selected locations to Caltrans and participating Cities.
- b) City shall decide the number of locations to share the CCTV traffic video images/streams, City shall provide list to Caltrans and PROJECT's System Integrator. City shall reserve the right to change, update, remove, and/or include additional locations during the three-year hosting period.
- c) City shall provide access during construction, hosting and maintenance period to the System Integrator for the installation, testing, commissioning, operations, and maintenance of the equipment.
- d) City shall not share live arterial/intersection CCTV traffic video images/streams with the public and media.
- e) PROJECT shall not have an impact to the City's real time traffic management operations.
- f) Recording of share live arterial/intersection CCTV traffic video images/streams shall not be allowed by City.
- g) Sharing of live arterial/intersection CCTV traffic video images/streams shall be only use for the purpose of congestion monitoring, traffic management, and incident management.
- h) City will be allowed to discontinue participation from the PROJECT after providing a thirty (30) day notice to Caltrans and the PROJECT's System Integrator.

Caltrans:

- a) Caltrans District 12 will provide live CCTV traffic video images/streams for viewing only from Caltrans freeways and arterials in Orange County.
- b) Caltrans District 12 will fund the design, implementation, operation, maintenance, and three-years hosting the County-Wide CCTV Interoperability Project.
- c) Caltrans District 12 shall not share City's live arterial/intersection CCTV traffic video images/streams with the public and media.

- d) PROJECT shall not have an impact to the Caltrans District 12 real time traffic management operations.
- e) Recording of share City's CCTV traffic video images/streams shall not be allowed by Caltrans District 12.
- f) Sharing of live City's CCTV traffic video images/streams shall be only use for the purpose of congestion monitoring, traffic management, and incident management.

This MOU shall continue in full force and effect through December 31, 2018. Either party can terminate this agreement for any reason by giving 30 days advanced notice.

City of Garden Grove

California State Department of
Transportation District 12

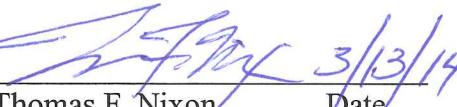
Matthew J. Fertal Date
City Manager

James Pinheiro Date
Deputy District Director
District 12

ATTEST

Kathy Bailor Date
City Clerk

APPROVED AS TO FORM

By:  3/13/14

Thomas F. Nixon Date
City Attorney