



CENTRAL TEXAS REGIONAL
MOBILITY AUTHORITY

May 29, 2019
AGENDA ITEM #6

Approve an Agreement with Cap Metro to share
closed-circuit TV feeds of Mobility Authority
roadways

Strategic Plan Relevance: Regional Mobility
Department: Operations
Contact: Tracie Brown, Director of Operations
Associated Costs: N/A
Funding Source: N/A
Action Requested: Consider and Approve Agreement

Summary:

Project Description - In an effort to facilitate regional traffic and incident management coordination, the Mobility Authority desires to enter into an agreement with the Capital Metropolitan Authority (Cap Metro). This agreement grants access to Capital Metropolitan Authority's Operations Center to the Mobility Authority's roadways through closed circuit TV (CCTV) feeds in an effort to coordinate during traffic incidents. This access will also assist Cap Metro when managing their Express Bus service when there are incidents in the Express Lanes.

Action Requested/Staff Recommendation - Staff recommends approval of the agreement.

Financing - N/A

Backup Provided: Draft Resolution
Draft Agreement

**GENERAL MEETING OF THE BOARD OF DIRECTORS
OF THE
CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY**

RESOLUTION NO. 19-0XX

**APPROVING AN AGREEMENT WITH CAPITAL METROPOLITAN AUTHORITY
TO SHARE CLOSED-CIRCUIT TV FEEDS**

WHEREAS, the Mobility Authority regularly pursues methods that aid in facilitating traffic and incident management coordination with its regional transportation partners, including the Capital Metropolitan Transportation Authority (“Cap Metro”); and

WHEREAS, Mobility Authority and Cap Metro staff have developed a proposed agreement to allow Cap Metro access to closed circuit TV (CCTV) feeds of the Mobility Authority’s roadways in an effort to better coordinate during traffic incidents; and

WHEREAS, Cap Metro has approved and executed the proposed agreement for the sharing of CCTV feeds of the Mobility Authority’s roadways in the form attached hereto as Exhibit A; and

WHEREAS, the Executive Director recommends Board approval of the proposed agreement in the form or substantially the same form as attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED that the proposed agreement to provide Cap Metro with access to the Mobility Authority’s CCTV feeds is hereby approved; and

BE IT FURTHER RESOLVED that the Executive Director is hereby authorized and directed to execute the agreement in the form or substantially the same form as Exhibit A.

Adopted by the Board of Directors of the Central Texas Regional Mobility Authority on the 29th day of May 2019.

Submitted and reviewed by:

Approved:

Geoffrey Petrov, General Counsel

Ray A. Wilkerson
Chairman, Board of Directors

Exhibit A

STATE OF TEXAS §
COUNTY OF TRAVIS §

**AGREEMENT for SHARING
Close Circuit Television (CCTV) video feeds**

CONTRACTING PARTIES (referred to collectively, the "Parties", and independently a "Party"):

Capital Metropolitan Transportation Authority	Cap Metro
Central Texas Regional Mobility Authority	CTRMA or "Owner"

B A C K G R O U N D

CTRMA is the owner of the Intelligent Transportation Systems infrastructure that consists of:

- a Field Network (including but not limited to sensors, cameras, signs, and communications links constructed along segments of right-of-way operated by CTRMA); and
- a Business Network that has produced and produces transportation-related information that is used for the purpose of traffic management in which CTRMA owns certain rights, title, and interests related thereto, including copyrights.

CTRMA desires to grant to Cap Metro a reciprocal right to receive and use transportation-related information ("Data") produced by the video feeds from CTRMA's Close Circuit Television (CCTV) system.

This Agreement for Sharing Close Circuit Television (CCTV) video feeds (the "Agreement") incorporates the provisions of Attachment A, Descriptions and Specifications of Rights Granted in Article 2 and Attachment B, Guidelines for Use of Equipment and Infrastructure.

Therefore, the Parties agree as follows:

A G R E E M E N T

ARTICLE 1. CONTRACT PERIOD

This Agreement becomes effective when signed and dated by the last Party whose signing makes the Agreement fully executed. This Agreement shall terminate five (5) years from that date, or when otherwise modified or terminated, as hereinafter provided.

ARTICLE 2. RIGHTS GRANTED

CTRMA hereby grants Capital Metro non-exclusive right, license, and privilege worldwide to use Data produced by video feeds from CTRMA CCTV system. The Parties agree that this Agreement does not transfer or convey any ownership or any rights other than those rights expressly granted by the Agreement.

CTRMA agrees to provide Capital Metro connectivity to CTRMA's CCTV video feeds as described in Attachment A to this Agreement, which is attached hereto and incorporated herein for all purposes.

ARTICLE 3. PROVISION OF INFRASTRUCTURE

CTRMA is responsible for providing and maintaining any hardware, software, and additional infrastructure necessary to obtain video feeds from the CCTV system. Each Party may provide unused infrastructure and facilities to support the additional infrastructure when possible, and when deemed to be in the best interest of that Party. The CTRMA does not guarantee a minimum response time to reestablish the availability of the CCTV connectivity made unavailable due to maintenance or network or system failures. A more detailed description of infrastructure to be provided by CTRMA is shown in Attachment A. Neither Party shall place an object or equipment in the right-of-way or on any other property without first obtaining written permission from the party who owns or controls the right-of-way or property. The Parties will agree, by written communication, on the method by which Cap Metro will access the video feeds. Such method may include remote VPN or dedicated network.

ARTICLE 4. FEE

As the shared use of the CTRMA's CCTV video feeds will result in social, economic, and environmental mitigation, by increasing situational awareness of mobility and assist with reducing congestion on public streets, thoroughfares and highways, each Party agrees to waive any monetary fee associated with the use of the CCTV video feeds for the first year of this Agreement. Beginning one (1) year after the effective date of this Agreement, the Parties may elect to enter in a written amendment to this Agreement that provides for fee for the use of the CCTV video feeds.

ARTICLE 5. COPYRIGHT INFRINGEMENT

Capital Metro shall notify the CTRMA of any infringement or potential infringement by a third party, of which it becomes aware, of the copyright or any other rights owned by CTRMA relating to the use of CCTV video feeds. Each Party shall provide the other Party, if feasible, any information or other assistance requested by the other Party to assist in the other party's prosecution of any breaches or infringements.

ARTICLE 6. NOT APPLICABLE

ARTICLE 7. ASSIGNMENT PROHIBITION

Each Party is prohibited from assigning any of the rights conferred by this Agreement to any third party without the prior written consent of the non-assigning Party. Any assignment of this Agreement shall be subject to the terms and conditions of this Agreement.

ARTICLE 8. TERMINATION

- a) Including the provisions established herein, this Agreement may be terminated by any of the following conditions:
 - i. Mutual agreement and consent of the Parties hereto.
 - ii. By Cap Metro for any reason and not subject to the approval of the CTRMA upon not less than thirty (30) days' notice to the CTRMA.
 - iii. By the CTRMA for any reason and not subject to the approval of Cap Metro upon not less than thirty (30) days' notice to Cap Metro.
 - iv. Immediately for breach of this Agreement as determined by either Party.
- b) Except as provided in Section 8(c) of this Agreement, termination of the Agreement shall extinguish all rights, duties, obligations and liabilities of the Parties of this Agreement. All rights granted shall revert to the owner.
- c) Termination or expiration of this Agreement shall not extinguish any of the CTRMA's or Cap Metro's obligations under this Agreement which by their terms continue after the date of termination or expiration.

ARTICLE 9. RELATIONSHIP BETWEEN THE PARTIES

Each Party acknowledges that it is not an agent, servant, or employee of the other Party. Each Party is responsible for its own acts and deeds and for those of agents, servants, or employees.

ARTICLE 10. REMEDIES

A violation or breach of a provision of this Agreement by a Party shall be grounds for termination of the Agreement under Article 8.

ARTICLE 11. AMENDMENTS

Any changes in the contract period, character, or Agreement terms shall be enacted by a written amendment executed by both Parties. Amendments must be executed during the contract period established in Article 1.

ARTICLE 12. VENUE

This Agreement is governed by the laws of the State of Texas.

ARTICLE 13. NOTICES

All notices to either Party by the other Party required under this Agreement shall be written and delivered personally or sent by certified or U.S. Mail, postage prepaid, addressed to such Party at the following respective physical addresses:

Cap Metro: Capital Metropolitan Transportation Authority
ATTN: Director of Security
2910 E. 5th St.
Austin, TX 78702

CTRMA: Central Texas Regional Mobility Authority
ATTN: Director of Operations
3300 N. IH 35, Suite 300
Austin, Texas 78705

and shall be deemed to have been given on the date so delivered or so deposited in the mail, unless otherwise provided within. Either Party hereto may change the above address by sending written notice of such change to the other.

ARTICLE 14. PUBLIC INFORMATION AND CONFIDENTIALITY

Except as may be necessary to comply with requirements of the Texas Public Information Act (the "TPIA"), no Party shall disclose any information received from the other Party under this Agreement without the prior, express written consent of the Party whose information is to be disclosed. Each Party agrees to notify the other Party no later than five (5) business days after a Party receives a request for public information under the TPIA if that request seeks the disclosure of information provided by the other Party under this Agreement. The notice required by the preceding sentence shall include a copy of the request for public information received by the Party providing the notice.

ARTICLE 15. COMPLIANCE WITH LAWS

Each Party shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules and regulations, and with the orders and decrees of any court or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When requested by a Party, the other Party shall furnish satisfactory proof of compliance with this Article 15. Each Party shall provide or obtain all applicable permits, plans, or other documentation required by a federal or state entity to perform an obligation under this Agreement.

ARTICLE 16. PROHIBITION AGAINST VIDEOTAPING OF VIDEO FEED

Capital Metro shall not copy, duplicate, or allow to be copied or duplicated, any video feed provided by the other party under this agreement without prior written consent of the party providing the video feed.

ARTICLE 17. SOVEREIGN IMMUNITY

Nothing in this Agreement shall be construed to confer third party rights upon any entity or individual, including but not limited to either party's employees or students, or to constitute a waiver of any governmental immunity of the Parties.

ARTICLE 18. SIGNATORY WARRANTY

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the Party they represent.

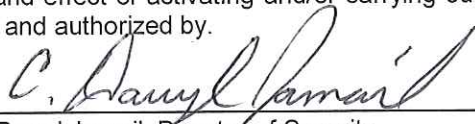
IN TESTIMONY WHEREOF, Cap Metro and the CTRMA have executed duplicate counterparts of this agreement.

CENTRAL TEXAS REGIONAL MOBILITY AUTHORITY

By: _____ Date: _____
Mike Heiligenstein, Executive Director

CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY

Executed for the Executive Director and approved for the Capital Metropolitan Transportation Authority for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by.

By:  Date: 5-17-2019
Darryl Jamail, Director of Security

**ATTACHMENT A
DESCRIPTIONS and SPECIFICATIONS of RIGHTS GRANTED**

RIGHTS GRANTED	
By Cap Metro	By CTRMA
	<ol style="list-style-type: none"> 1. Provide access to relevant CTRMA CCTV video feeds, from CTRMA CCTV deployed devices, including traffic camera full-motion images in accordance with the guidelines established in Attachment B. 2. Right to use CTRMA current software as a client at a secure level to be determined by CTRMA. 3. Provide video feeds determined by CTRMA necessary to support Capital Metro operations.

PROVISION OF INFRASTRUCTURE	
By Cap Metro	By CTRMA
	<ol style="list-style-type: none"> 1. Provide access to CTRMA's equipment for Cap Metro to receive CTRMA's CCTV video feeds. 2. As described in Article 3 Provision of Infrastructure, the CTRMA is responsible for providing and maintaining any communication links, hardware, software, and additional infrastructure that is necessary to provide CCTV video feeds to Cap Metro. 3. CTRMA shall retain ownership of and maintain all hardware, software and communications provided by the CTRMA. 4. CTRMA is completely responsible for all cost of CTRMA materials, operation and maintenance.

ATTACHMENT B
Guidelines for Use of Equipment and Infrastructure
(Applicable to Rights Granted in Attachment A)

FIELD EQUIPMENT: Closed Circuit Television (CCTV) Cameras

1. During periods of peak traffic flow, access shall normally be limited. Peak traffic flow is normally considered to exist regularly during two periods of the day, Monday through Friday. In general, one period of peak traffic flow exists in the early morning and the other period of peak traffic flow exists in the late afternoon. Additional periods of peak traffic flow may exist at other times during the weekday and weekend due to special events and public gatherings. Precise times of regular and additional anticipated peak periods of traffic flow shall be the sole determination of the owner and may change from time to time.
2. During an incident, access shall normally be limited to the owner and local emergency service agencies. An incident is defined as any condition in which traffic flow is not normal. As an example, abnormal traffic flow could be caused by debris in the road, such as a mattress or board, or could be caused by non-recurring congestion, such as on-lookers to an automobile accident, public gathering, construction, or roadway maintenance. The duration of the incident shall be considered complete once the Party's and/or emergency service personnel and vehicles have departed from the incident scene and traffic flow has returned to normal.
3. During periods described above in which the Party's normal daily operations have ceased or local emergency service agencies do not operate, access to the Party's equipment shall be limited to the following:
 - CCTV – pan, tilt, and zoom controls shall be limited to obtaining broad general traffic information. Panning, tilting, or zooming to obtain visual detailed information of an incident scene or traffic flow is limited to the owning Party's and emergency service agencies at all times.
4. During all other periods, not described above, access shall be limited to obtaining and providing transportation-related information only.
 - CCTV pan, tilt, and zoom for enforcement and any non-transportation related information purpose is forbidden at any time. A single breach of any of the above guidelines shall be grounds to immediately withdraw the privilege of pan, tilt, and zoom.
5. Access to field equipment may be withdrawn at any time by CTRMA without notice if access is determined to not be in the best interest of the CTRMA.