

**MEMORANDUM OF UNDERSTANDING**  
**CALIFORNIA DEPARTMENT OF TRANSPORTATION**  
**AND**  
**CITY OF COSTA MESA**

This Memorandum of Understanding (MOU) is a no cost agreement entered into effective \_\_\_\_\_, 2014 by and among the California Department of Transportation (Caltrans) District 12 (D12), and the City of Costa Mesa (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 Costa Mesa 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 pan-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 participating agencies 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 participating agencies share live arterial/intersection CCTV traffic video images/streams shall not be allowed by City.
- g) Sharing of participating agencies 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.

