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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: December 2, 2008

Agenda Item No. 8(P)(1)(C)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-1333-08

Subject: Intergovernmental Agreement for the Use of Florida Department of Transportation Closed Circuit Television Video Feeds

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RECOMMENDATION

It is recommended that the Board of County Commissioners (BCC) adopt the attached resolution approving execution of an Intergovernmental Agreement between the Florida Department of Transportation (FDOT) and Miami-Dade County.

SCOPE

This agreement will benefit Countywide as there are over 100 cameras available on Interstate 95, the Palmetto Expressway (State Road 826), the Dolphin Expressway (State Road 836), U.S. 1 south of downtown to SW 112 Avenue, Interstate 75, the Julia Tuttle Causeway (Interstate 195), plus a handful of other locations.

FISCAL IMPACT/FUNDING SOURCE

There is no fiscal impact as this service will be provided by FDOT at no cost to the County.

DELEGATION OF AUTHORITY

No additional authority is being requested within the body of this contract.

TRACK RECORD/MONITOR

The Public Works Department (PWD) will administer all aspects of this Agreement. Implementation will be assigned to Mr. Robert Williams, Interim Chief, Traffic Signals and Signs Division and his technical staff.

BACKGROUND

This Agreement will provide the ability to use Closed Circuit Television (CCTV) video live feeds from FDOT by the PWD Traffic Control Center staff and possibly for the future use of other County Departments, such as the Department of Emergency and Homeland Security and the Miami-Dade Police Department. These feeds will assist the PWD in monitoring current traffic flow patterns along these corridors, which in turn, will better enable review and evaluation for future traffic improvement implementation. Although recordings of all 100 cameras are available for public viewing through the Internet, the delay of bringing up the video and quality of the resolution is unacceptable for PWD's intended use. Therefore, approval of this Intergovernmental Agreement is recommended in order to enable direct feed viewing for PWD.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: December 2, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(P)(1)(C)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(1)(C)
12-2-08

RESOLUTION NO. **R-1333-08**

RESOLUTION APPROVING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE USE OF CLOSED CIRCUIT TELEVISION (CCTV) VIDEO FEEDS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, both the Florida Department of Transportation and Miami-Dade County wish to facilitate the sharing of Closed Circuit Television (CCTV) feeds for the benefit of the Public Works Department Traffic Signals and Signs Division and the County in general,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board authorizes the execution of the agreement between Miami-Dade County and the FDOT for the use of Closed Circuit Television (CCTV) video feeds, in substantially the form attached hereto and made a part of hereof.

The foregoing resolution was offered by Commissioner **Sally A. Heyman**, who moved its adoption. The motion was seconded by Commissioner **Carlos A. Gimenez** and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman **aye**
Barbara J. Jordan, Vice-Chairwoman **aye**

Jose "Pepe" Diaz	**absent**	Audrey M. Edmonson	**aye**
Carlos A. Gimenez	**aye**	Sally A. Heyman	**aye**
Joe A. Martinez	**aye**	Dennis C. Moss	**aye**
Dorrin D. Rolle	**aye**	Natacha Seijas	**aye**
Katy Sorenson	**aye**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 2nd day of December, 2008. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Kay Sullivan**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.
Thomas Goldstein

Approved:

Denver J. Stutler, Jr., P.E.
Secretary

Effective: August 26, 2005
Office: Traffic Engineering & Operations
Topic No.: 750-040-005-b

CLOSED CIRCUIT TELEVISION (CCTV) AGREEMENT

PURPOSE:

To ensure the proper use of the closed circuit television images on the State Highway System.

To establish the format and requirements for execution of a Closed Circuit Television Agreement with a public or private entity, herein referred to as the Licensee.

AUTHORITY:

Section 334.044(7), Florida Statutes (F.S.)

SCOPE:

The offices affected by this procedure are the State Traffic Engineering and Operations Office and the District Traffic Operations offices.

DEFINITIONS:

CCTV: Closed circuit television system installed and operated by the Department to monitor traffic conditions on certain portions of the State Transportation System.

Closed Circuit Television Agreement (Agreement): A legally binding instrument setting forth specific terms and conditions under which the Department will allow a Licensee access to the usage of the video images generated by the Department's closed circuit television cameras.

Indemnification Clause: A legal clause in the Closed Circuit Television Agreement which secures or protects each party to the Agreement from liability which may result if any action or neglect by the other party causes damage or loss.

Licensee: A public or private entity who enters into a Closed Circuit Television Agreement with the Department.

State Transportation System: State owned or regulated transportation facilities that provide a means for the transportation of people and property from place to place that are constructed in whole or part from public funds. The term includes property or property rights, both real and personal, which have been or may be established by public bodies for the transportation of people and property from place to place.

BACKGROUND:

The Department currently operates motorist information systems which monitor traffic conditions on certain portions of the State Transportation System in the interest of public safety and convenience and for operational efficiency.

Certain media networks provide traffic reports and other useful and beneficial information to the general public. Access to the motorist information system would assist the media in providing information to the public regarding traffic flow in certain areas.

1. CLOSED CIRCUIT TELEVISION (CCTV) AGREEMENT

1.1 ***Closed Circuit Television (CCTV) Agreement, Form No. 750-040-02***, (***Attachment 1***) shall be the only form used to grant CCTV access to a Licensee to execute the Closed Circuit Television Agreement.

1.2 The language contained in ***Form No. 750-040-02*** should be considered nonnegotiable. This form has been developed and has been reviewed and revised as the result of many comments and suggestions including the Department's central and district offices. Should a company insist on alternative language, the proposed change must be submitted by the District Traffic Operations Engineer prior to execution by anyone to the District Secretary and District General Counsel for review and approval or disapproval. Any change in the Indemnification Clause must be authorized by the Deputy General Counsel.

2. EXECUTION OF AGREEMENT

2.1 ***Form No. 750-040-02*** shall be executed with each public or private entity that enters into this nonexclusive revocable license agreement with the Department.

2.2 The form shall be executed in duplicate, first by the Licensee. The individual signing for the Licensee must be duly authorized to sign the agreement and the signature attested to by a witness.

2.3 The date of the agreement, appearing at the top of page one (1), shall not be entered until the agreement is completely executed by the Department.

2.4 Signature authority for the Department shall be the District Secretary or authorized designee with the appropriate title typed under the signature.

2.5 The District Traffic Operations Engineer shall be responsible for:

(1) coordinating execution of the Agreement;

(2) obtaining review and approval by the District General Counsel or authorized designee;

(3) obtaining signature by the District Secretary or authorized designee; and

(4) distribution of the executed Agreement to all parties.

2.6 Upon final execution, the District Traffic Operations Engineer shall:

(1) retain one signed and sealed Agreement for district files; and

(2) forward one signed and sealed Agreement to the Licensee.

3. TRAINING

There is no training involved with this procedure.

4. FORMS

Form No. 750-040-02, Closed Circuit Television (CCTV) Agreement (Attachment 1) is available in the Department's Forms Library. Any alternative language must be approved by the District Secretary and District General Counsel.

CLOSED CIRCUIT TELEVISION (CCTV) AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ by and between the Florida Department of Transportation - District 6, an agency of the State of Florida, hereinafter called the "Department" whose office address is 1000 NW. 111th AVE, MIAMI, FL 33172 and MIAMI-DADE COUNTY, hereinafter called the "Licensee", whose office address is 111 NW. FIRST ST., MIAMI, FL. 33128

WHEREAS, in the interest of public safety and convenience and for operational efficiency, the Department operates computerized motorist information systems which monitor traffic conditions on certain portions of the State Transportation System located within the District 6 regional area, and;

WHEREAS, certain media networks provide traffic reports and other useful and beneficial information to the general public, and;

WHEREAS, access to the real time motorist information system would assist the media networks in providing information regarding traffic flow in certain areas to the public.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Department shall provide to Licensee the selected video images generated by the Department's closed-circuit television cameras used for monitoring traffic conditions within the District pursuant to the terms and conditions contained herein. The video images provided shall be those selected by the Department control room operators from the images on the traffic surveillance monitors within the control room and that are consistent with the Department's objectives of traffic management. This Agreement grants to Licensee a non-exclusive revocable license to broadcast the video images provided to it by the Department. No other rights are granted by this Agreement. This Agreement is non-exclusive and nothing herein shall be deemed to limit the ability of the Department to provide the video images referenced herein to other parties.

2. The Licensee shall provide, operate, and maintain, at its own risk and expense, all equipment, hardware, or software (including, but not limited to, the interface equipment to tie into the Department's video matrix switcher). Licensee agrees to immediately move or relocate, at its sole expense, any or all of the equipment, hardware, or software at the request of the Department. Licensee shall provide a fully trained contact person who is solely responsible for the operation and maintenance of Licensee's equipment and all activities associated with this Agreement. The Department shall have no responsibility to provide any training or supervision of Licensee's contact person associated with this Agreement other than to allow the contact person to attend all briefings and/or training sessions provided by the Department which relate to the equipment, hardware, or software. The contact person shall have access to Licensee's equipment, hardware, and software between 8:00 a.m. and 5:00 p.m., Monday through Friday for purposes of maintenance, repair, replacement, or upgrading of said property of Licensee. The Department may suspend such access for any period it deems necessary for transportation or safety-related reasons.

3. Licensee agrees to comply with all federal, state, and local laws and ordinances or regulations which relate to the license granted herein and to the use of the video images.

4. Licensee agrees that appropriate on-screen credit shall be given to the Department for use of the video images. The on-screen and/or online credit shall be given by way of visual image of the Department's logo or name during the entire duration of all broadcasts. The visual image shall be approved in writing by the Department prior to any use of the images by Licensee.

5. The closed-circuit video images provided by the Department pursuant to the terms of this Agreement shall be determined by the Department at its sole discretion. The broadcast of the video images by Licensee shall be in accordance with the terms of an operation plan prepared by Licensee and reviewed and approved in writing by the Department. The Department does not guarantee the continuity of the video images, nor does it in any way warrant the accuracy or quality of the images provided.

6. The risk of use of the images is the sole responsibility of Licensee and it agrees to be fully and solely responsible for and to indemnify, defend, and hold harmless, to the extent allowed by law if Licensee is a governmental entity, the State of Florida, and the Department, its agents, officers, and employees from any and all claims, damages, suit, actions, or other proceedings for damages arising out of or in any way associated with the use of the video images by Licensee or in any way arising out of or associated with the license granted herein or arising out of Licensee's placement or removal or failure to remove its equipment, as provided herein.

7. The license granted herein is for the benefit of Licensee only. It is nonassignable and any attempt to assign, convey, transfer, or sublet this license without the prior written approval of the Department will terminate the license privileges granted to Licensee herein. If Licensee is a private entity, Licensee must be authorized to do business in the State of Florida.

8. This license shall be terminable at will upon written notification by either party. In the event of termination by either party, Licensee shall remove all of its equipment, hardware, and software within thirty (30) days of the date of written notification of termination. If Licensee fails to remove its equipment, hardware, or software within thirty (30) days of written notice, the equipment, hardware, and software which has not been removed shall be deemed to be abandoned and the Department may remove and dispose of, as it deems appropriate, any equipment, hardware, or software not removed by the Licensee.

9. The Department agrees to provide the video images to Licensee at no charge. However, in the event the Department determines that the Licensee caused damage to Department equipment or facilities, Licensee shall pay for or reimburse the Department for all damages it caused within 30 days of notice from the Department.

10. In consideration of the Department providing the video real-time images to Licensee, Licensee shall, at the request of the Department, provide to the Department access and use to all of Licensee's transportation and traffic data, including video feeds transmittted from field devices, aircraft, weather, and emergency traffic information.

11. The Licensee agrees that it will not install or operate any equipment, hardware, or software that may interfere with the Department's closed circuit television systems, any Department communications equipment, or other Department electronic systems. In the event any such interference occurs, Licensee shall immediately remedy all problems caused by such interference. Licensee further authorizes the Department to disconnect or deactivate any equipment, hardware, or software causing such interference and waives any claim it might otherwise assert as a result of such disconnection or deactivation.

12. The terms of this Agreement may be modified only in writing, signed by both parties hereto.

IN WITNESS WHEREOF, the parties to this Agreement have signed this Agreement as of the date written below:

MIAMI-DADE COUNTY

LICENSEE

By: _____

_____
Name

_____
Title

Date: _____

Attest: _____

_____
By:

Approved as to form
and legal sufficiency.

_____
Assistant County Attorney

STATE of FLORIDA
DEPARTMENT of TRANSPORTATION

By: _____

_____ (name printed)

District _____ Secretary

_____
Executive Secretary

Date: _____

Legal Review:

_____
District General Counsel