California Department of Transportation

TRAFFIC OPERATIONS PROGRAM POLICY

Number: TOPP 97-1

Effective Date: June 19, 1997

Supersedes: New

Title: Access to Live Video

POLICY

The California Department of Transportation (Caltrans) will make live video of traffic conditions from Closed Circuit Television (CCTV) cameras available to the public. CCTV images will be supplied from each Transportation Management Center (TMC). The video images provided will be those selected by the TMC Operators from the images on the traffic surveillance monitors within the TMC and that are consistent with the objectives of traffic management.

Live video images will generally be made available upon request, including but not limited to: the media, so that images can be aired to the public; other government and public agencies to better coordinate traffic management strategies on incidents and accidents, and private firms for their use in providing traffic information or for other entrepreneurial activities.

In order to receive direct access to live video, a subscription agreement will be required. Costs for the access connection will be determined by Caltrans and paid for by the subscriber. Payment of a monthly fee to cover Caltrans' operating expenses of the connecting equipment may also be required, if significant. Additionally, depending on the market value of the information, Caltrans may, in the future, also charge an additional service charge.

BACKGROUND

In 1990, Caltrans began expanding its capabilities to gather real-time traffic condition information by cooperatively forming a number of TMC's with the Department of California Highway Patrol (CHP). These TMC's are being developed into the central collection points for highway condition information. The TMC support systems are being developed in ways to gather and disseminate traffic information using the latest technologies.

The implementation of CCTV has proven to be a significant management and delay reduction tool for the identification and verification of incidents and accidents thereby enabling a proper and timely response. As information is gained, it is shared with the media and other organizations. The sharing of video information enhances the communication of current conditions.

DEFINITIONS

Transportation Management Center is the central focal point for the collection and dissemination of real-time traffic condition information.

Live video are those images selected for viewing in the TMC relating to up-to-the-minute operating conditions of the highway system.

RESPONSIBILITIES

The Traffic Operations Program Manager ensures that the objectives of traffic management are implemented statewide to effectively and efficiently operate the highway system. Provide a suggested "Subscription Agreement" (attached) for access to live video to include calculating costs to be recouped for the connection.

The Legal Service Center will ensure that the objectives of providing "live video" and the associated subscription agreement are legally consistent with State laws.

The Accounting Service Center will ensure the collection of fees to be assessed are in accordance with the Subscription Agreement.

District Directors ensure implementation of traffic management functions, policies and procedures, coordination of operations with the CHP, and ensure appropriate information systems are installed to serve information needs.

District Division Chiefs for Operations where appropriate, ensures installation of traffic operations systems including CCTV cameras and TMC's to provide increased awareness of the operating conditions of the highways and to communicate and coordinate traffic management activities. Ensure that requests for live video are filled.

Managers and Supervisors coordinate efforts to fulfill requests for real-time video images from the public, other government organizations and private partnerships.

Employees directly involved in providing the video linkage to requesters will be resourceful and cooperative in carrying out this policy.

APPLICABILITY

All employees involved with Traffic Operations Systems and Transportation Management Centers.

JAMES B. BORDEN
Program Manager
Traffic Operations

Attachment: Subscription Agreement

Distribution:

District Directors
District Division Chiefs - Operations
Accounting Service Center, Director
Legal Service Center, Chief Counsel
External Affairs, Deputy Director
Traffic Operations Program Chiefs

State of California
Department of California Highway Patrol and California Department of Transportation

SUBSCRIPTION AGREEMENT - ACCESS TO LIVE VIDEO

This Subscription Agreement - Access to Live Video (Agreement), is an agreement between the California Highway Patrol (CHP) / California Department of Transportation (Caltrans) and _____ hereafter collectively referred to as the "recipient."

The effective date of this Agreement is _____. This Agreement will be in effect for three years from the effective date and access will be denied at the end of that period unless a new agreement is signed and approved not later than three years from the previous date of execution. The CHP and Caltrans reserve the right to cancel this Agreement at any time, for any reason upon _____ days written notice to the recipient.

The "Access to Live Video" is that video provided by a Closed Circuit Television (CCTV) system developed for traffic management and provided by the Transportation Management Center (TMC) which is operated jointly by the CHP and Caltrans. The CCTV images will show traffic conditions including collisions, stalled vehicles, road hazards, weather conditions, traffic congestion, and maintenance and repair work locations.

The purpose of the Agreement outlines the use of the CCTV system which provides real-time traffic information to motorists. The following provisions and responsibilities are provided to ensure that the system is accessed and its information used for this purpose, and this purpose alone.

The CHP and Caltrans will make every effort to prevent the broadcast for dissemination of that information deemed by law and/or departmental policy as "not public record." All parties to this Agreement hereby recognize that some information, such as - but not limited to - name, telephone numbers, and license numbers - may occasionally and inadvertently not be "screened out" from the CCTV system. Any recipient participating in this Agreement is expressly prohibited from broadcasting or otherwise using this type of information.

The CHP and Caltrans agree to provide the services described in this Agreement and under the terms and provisions herein specified. The CHP and Caltrans reserve the right to make changes in this Agreement, by adding provisions, deleting provisions, and/or changing existing provisions when in their opinion circumstances attendant to public safety concerns require such changes be effectuated.

CHP/CALTRANS AGREE TO BE RESPONSIBLE FOR THE FOLLOWING:

1. Maintaining the CCTV system; although, the information provided is not warranted, expressly or implied, by the State of California to be accurate or reliable. Nor is there representation that the State of California will continue to provide such data or images.

2. Making reasonable efforts to provide the CCTV system to all bona fide enterprises.

3. Making information and training available to all recipients regarding the broadcast and dissemination of information from the CCTV system.

4. Maintaining exclusive control of the information and images released from the CCTV system to each recipient including but not limited to determining whether and when to provide a CCTV system feed, from what location, and for what duration. Under this Agreement, the decision to provide access will be made and controlled by CHP/Caltrans. Events for which access is contemplated will cover, and be limited to, "traffic-related incidents." No feed will deploy the cameras' zoom capabilities, nor focus on vehicle license plates, drivers, or other identifying personal indicators of individuals involved in any traffic-related incident. Access via feed will not be provided for events that are not, in the opinion of CHP/Caltrans personnel, traffic-related. The decision whether to activate and upon activation to terminate the access is exclusively at the discretion of CHP/Caltrans personnel.

5. Providing the same video feed from the CCTV system to each recipient participating in this Agreement.

RECIPIENTS USING THE CCTV SYSTEM AGREE TO THE FOLLOWING:

1. Recipients using the CCTV system under this Agreement shall comply with all provisions of the Agreement; violations will entitle CHP/Caltrans to cancel the service.

2. Recipients are expressly prohibited from broadcasting or otherwise using information which is "not public record" which includes, but is not limited to, the names, addresses, phone numbers and/or vehicle/driver's license number of citizens.

3. Recipients are not to contact the TMC personnel for the sole purpose of requesting that specific CCTV cameras be operated or that cameras be repositioned; violations of this policy shall be cause for cancellation of this service.

4. Recipients may establish and set up necessary equipment at the TMC in order to obtain the video feed; the recipient is exclusively responsible for any costs related to the purchase and installation of the equipment. CHP/Caltrans personnel are given the right to determine at what location within the TMC the equipment is to be placed, and reserve the right to inspect all installation of equipment. Under no circumstances will the placement and installation of this equipment interfere with TMC equipment or activities of TMC personnel. The responsibility for the service, maintenance, and upkeep for the installed equipment is exclusively that of the recipient. CHP/Caltrans personnel must be given reasonable advance notice of any maintenance/repair visits, and reserve the right to schedule such visits at a time and in such a manner so as to not interrupt or otherwise obstruct TMC operations. Each recipient assumes any and all liability for the cost of any damage to the CHP/Caltrans CCTV system caused in any manner by the installation of the recipients equipment or by the equipment once installed.

5. Recipients are expressly prohibited from selling, or offering for sale, the video feed received under this Agreement to others not participating in this Agreement.

6. Recipients shall maintain security and integrity of the CCTV system by limiting use of the system to trained and authorized individuals, and by insuring that the system is used for the specific purpose stated in this Agreement.

7. Recipients agree to ensure dissemination of information to the public in a timely and effective manner.

INDEMNITY PROVISIONS

1. The undersigned recipient agrees to defend, indemnify, and hold the CHP/Caltrans harmless from and against any and all liability and expense, including defense costs and legal fees, caused by the negligent or wrongful act or omission of the recipient or the State of California, CHP/Caltrans, its agents, officers, and employees, in the use, possession, or dissemination of information made available from the CCTV system to the extent that such liability is imposed upon the CHP/Caltrans, including but not limited to, personal injury, property damage, and/or injury to privacy or reputation.

2. The obligations assumed by the recipient pursuant to this agreement shall survive the termination of the Agreement, as to any and all claims inclusive of personal injury, bodily injury, death, property damage, or injury to personal reputation or privacy occurring as a proximate result of information made available from the CCTV system.

SECURITY AND CONFIDENTIALITY POLICY STATEMENT:

No person shall divulge confidential information, data or records of the CHP to any person to whom issuance of such data, information or records has not been authorized. This information is defined as, but not limited to: personal name, telephone number, home address, and CHP identification number. The recipient, its agents, officers, and employees are expressly prohibited from divulging, or otherwise making use of, any confidential information obtained from the CCTV system without prior written approval from the CHP and Caltrans. Violators may be subject to civil and/or criminal action by the person who has had his/her right to privacy violated.

_____ _____

Signature - Authorized Recipient Representative Date

Title of Representative _____

Company/Firm Name _____

Address _____

_____

CHP AUTHORIZATION

_____ _____

Signature - Authorized CHP Representative Date

Title of Representative _____

CALTRANS AUTHORIZATION

_____ _____

Signature - Authorized Caltrans Representative Date

Title of Representative _____