



CITY of NOVI CITY COUNCIL

Agenda Item B
September 24, 2018

SUBJECT: Approval of the Traffic Camera License and Use Agreement, for viewing real time intersection traffic conditions, between Oakland County and the City of Novi.

SUBMITTING DEPARTMENT: Department of Public Works, Field Operations Division

CITY MANAGER APPROVAL: *PA*

EXPENDITURE REQUIRED	\$ 3,612 (Estimated)
AMOUNT BUDGETED	\$ 3,620
APPROPRIATION REQUIRED	N/A
LINE ITEM NUMBER	204-204.00-958.000

BACKGROUND INFORMATION:

Each winter the Department of Public Works collaborates with Public Safety to dispatch plow trucks effectively and efficiently during snow events. Recently, the Road Commission for Oakland County (RCOC) installed traffic cameras over many County-maintained intersections to monitor driving conditions at high traffic crossroads. Recognizing the benefit this technology could bring to the community, DPW has worked with RCOC to develop a pilot agreement for remote camera access for local agency officials.

Access to the County cameras allows DPW to immediately dispatch operators when inclement weather is imminent, monitor high traffic intersections throughout winter maintenance events, and inspect areas after an event to make sure traffic is flowing at posted speeds. Because Novi is a test community for local agency access to County owned and operated intersection cameras, our team anticipates significant support throughout the program.

The City is unable to record any video from RCOC's remote access point; therefore, retention policies are not applicable. Furthermore, the City Attorney reviewed the agreement for liability concerns and subsequently approved the agreement per the attached June 5, 2018 correspondence.

The City will have the ability to view 14 intersection cameras for \$21.50/month for each RCOC asset selected. Staff anticipates total costs will not exceed \$3,612 annually. Although 14 cameras are available for viewing, staff will likely only access specific locations during winter months; thus, reducing overall annual costs.

RECOMMENDED ACTION: Approval of the Traffic Camera License and Use Agreement, for viewing real time intersection traffic conditions, between Oakland County and the City of Novi.

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JOHNSON ROSATI
SCHULTZ JOPPICH

June 5, 2018

Matt Wiktorowski, Senior Manager
Field Operations Division
City of Novi
Field Services Complex
26300 Lee BeGole Drive
Novi, MI 48375

RE: Traffic Camera License and Use Agreement with the Road Commission for Oakland County (RCOC)

Dear Mr. Wiktorowski:

We have received and reviewed the proposed Traffic Camera License and Use Agreement for the purpose of allowing the City to share the RCOC's closed circuit television traffic camera video feeds for the purpose of monitoring traffic and driving conditions within the City. The License Agreement is to permit the City to have real time viewing capability and records of the video feeds are not created. It should be noted that RCOC will remain in control of the video feed and may terminate the feed for reasons within its discretion, such as traffic accidents. The License Agreement appears to include standard terms for a revocable license and it may be terminated by either party with 30 days written notice.

The License Agreement requires the City to indemnify the RCOC for claims arising out of the City's access to and use of the video feed. Although we do not typically recommend that the City enter into indemnity agreements, in this case, both parties should retain immunity for operating a road system so the risk of liability should be low. We would recommend that the following language, that has been included in other Agreements with RCOC be added to the Indemnification paragraph:

Further, it is the intent of the parties that in performing the activities under this Agreement, the parties shall retain governmental immunity as a governmental agency and shall have and/or receive immunity conferred by statute.

Subject to the addition of the above statement, we see no legal impediment to entering into the Agreement as proposed.

Please feel free to contact me with any questions or concerns in regard to this matter.

Traffic Camera License and Use Agreement

LICENSE AGREEMENT BETWEEN Board of County Road Commissioners of the County of Oakland (“RCOC”) and _____ (“Licensee”)

Background

WHEREAS, RCOC owns and operates closed circuit television cameras located at various intersections around Oakland County to monitor traffic conditions and to promote public safety;

WHEREAS, Licensee desires to access the video feeds from the traffic cameras (“Video”) so that it may monitor traffic and driving conditions on streets within Licensee’s jurisdiction; and

WHEREAS, RCOC and Licensee desire to enter into this Agreement to define the general terms and conditions under which RCOC will allow Licensee to access the Video.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of which is hereby acknowledged, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

Agreement:

This Traffic Camera License and Use Agreement (this “Agreement”) states the terms and conditions under which the Licensee is permitted to access and use the Video from those RCOC traffic cameras located within the Licensee boundaries.

Ownership:

The Video is the exclusive property of RCOC, and all rights, title and interest in and to it shall remain with RCOC. This Agreement does NOT constitute a sale of the Video, but only conveys to Licensee a limited right to access the Video in accordance with the terms of this Agreement.

Scope and Grant of License:

RCOC hereby grants to Licensee a limited, revocable, nonexclusive, nontransferable license to access the Video in connection with monitoring traffic and conditions on streets within the Licensee’s jurisdiction. This license permits the Licensee to register for an online account associated with the traffic camera system and to log onto a website to access the Video generated by the traffic camera system. Access to the Video is limited to official Licensee business that is in the public benefit only and does not include reselling, sharing with other users, or operation by others in any capacity.

Fee

The Licensee shall pay a monthly license fee in the amount of 50% of the operations fee charged by the RCOC’s third party provider of Video feeds.

Video Blackout – No Refund of Fees

RCOC reserves the right to blackout, or temporarily interrupt the Video, in situations such as in the immediate aftermath of a traffic accident, when RCOC, in its sole discretion, determines that continuing to stream the Video would violate the privacy or dignity of those depicted in the Video. Licensee shall not be entitled to a refund of any of the Fee as a result of such a Video blackout, or to any refund resulting from any and all other interruptions to the Video, including interruptions caused by system maintenance, technical failures, inclement weather, or acts of God.

Governing Law and Venue:

This agreement shall be deemed performed in and shall be construed by the laws of Michigan, and venue shall be in Oakland County, Michigan.

**BOARD OF COUNTY ROAD
COMMISSIONERS OF THE COUNTY
OF OAKLAND**

LICENSEE

By: Dennis G. Kolar
Its: Managing Director

By: _____

Its: _____