

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CONNECTICUT DEPARTMENT OF PUBLIC SAFETY,
THE CONNECTICUT DEPARTMENT OF TRANSPORTATION,
AND (MEDIA OUTLET)**

THIS AGREEMENT, made this _____ day of _____, 2000 by and between the Connecticut Department of Public Safety (hereinafter "DPS"), acting herein by its Commissioner, Arthur L. Spada, having a principal business address of 1111 Country Club Road, Middletown, Connecticut, the Connecticut Department of Transportation (hereinafter "DOT"), acting herein by James F. Sullivan, its Commissioner, having a principal office at 2800 Berlin Turnpike, Newington, Connecticut, and

_____ (hereinafter "the Media Outlet"), acting herein by _____, its _____, duly authorized, having a principal office at Street, City/Town, State Zip, is intended to set forth the parties' Agreement with respect to the State of Connecticut highway camera system.

WITNESSETH:

WHEREAS, the DPS owns and operates a State Police Troop (known as Troop G) located at 149 Prospect Street, Bridgeport, Connecticut.

WHEREAS, the DOT owns and operates approximately 91 video cameras installed at various locations on the Interstate 91 and Interstate 95 corridor and monitors the cameras from within State Police Troop G for general traffic reporting and observation.

WHEREAS, the Media Outlet desires access to the images from said cameras and the DPS and the DOT are willing to provide access to the highway camera system for the purpose of allowing the Media Outlet access to live traffic and travel information.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereafter stated, the parties agree as follows:

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1. The DPS shall grant the Media Outlet access to its facility known as Troop G in Bridgeport, Connecticut for the purpose of installing a connection to the camera system. Approval of the Commanding Officer of State Police Troop G shall be obtained prior to any access to secured areas of State Police Troop G by the Media Outlet, its employees, agents, servants, contractors, licensees or invitees. A background investigation, including but not limited to a criminal history record check, may be required for any such individual accessing such areas of State Police Troop G at the level deemed appropriate by the Commanding Officer of State Police Troop G.
2. The DOT shall permit the Media Outlet to install and maintain a connection to the State of Connecticut highway camera system with all costs of installation and maintenance of the connection to be borne by the Media Outlet. All installations, maintenance, and equipment operation by the Media Outlet shall conform to the provisions of this Agreement and Exhibit A attached hereto and made a part hereof. All personnel of the Media Outlet performing installation and maintenance services in connection with this Agreement shall be fully qualified and shall be authorized or permitted under State or local law to perform the applicable services. The mode, manner and type of connection and the installation thereof shall be subject to the pre-approval of the DPS and the DOT.
3. Access to the highway camera monitoring system is granted to the Media Outlet for the primary purpose of providing live traffic and travel information, not for general viewing of accident scenes, rescue activities, police, fire or emergency operations or activities. In the event views of accident scenes, rescue activities, police, fire or emergency operations or activities are accessed by the Media Outlet, the Media Outlet shall refrain from airing any such views until authorized by the DPS so that any necessary next-of-kin notifications can be effected. The Media Outlet may provide footage obtained from the highway camera system to other Media Outlets provided that the Media Outlet receives the prior written permission of the DOT and the DPS and the Media Outlet ensures that such other Media Outlets adhere to the provisions of this Agreement. In the event the Media Outlet provides footage to other Media Outlets, the Media Outlet may require such other Media Outlets to share the cost of the connection to the system but in no event shall the Media Outlet assess such other Media Outlets for any additional and/or unrelated costs except to the extent that the Media Outlet is providing other unrelated services to such other Media Outlets.
4. The Media Outlet, in any visual broadcast utilizing footage obtained pursuant to this Agreement, shall acknowledge by a graphic image in such broadcast that the source of the footage is courtesy of the Connecticut State Police and the State of Connecticut Department of Transportation. The Media Outlet shall use reasonable efforts to ensure that any other Media Outlets utilizing such footage acknowledge that the source of the footage is courtesy of the Connecticut State Police and the State of Connecticut Department of Transportation.

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5. The DPS and the DOT shall retain control of the State of Connecticut highway camera monitoring system and may shut off access to any camera at any time for any reason without prior notice to the Media Outlet. In such event, attempts to provide alternate camera views will be made whenever possible. **The Media Outlet shall refrain from contacting the DPS or the DOT to request changes in video images or to inquire about the access shut off.**
6. No action shall be taken by the Media Outlet, its employees, agents, servants, contractors, licensees or invitees which may in any way compromise or affect the integrity of the State's camera monitoring system, or any of the equipment, components, programs or other systems associated therewith.
7. The DOT, the DPS and the Media Outlet shall each designate one representative to serve as a member of a working committee to address any operational issues that may arise during the term of this Agreement. Any issues that are not resolved by the committee shall be referred to the DPS Commissioner, the DOT Commissioner and the duly authorized representative of the Media Outlet.
8. The Media Outlet represents and warrants to the DOT and the DPS that it has duly authorized the execution and delivery of this Agreement and the obligations assumed by it hereunder; that the Media Outlet will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations under and pursuant to this Agreement; that the execution, delivery and performance of this Agreement by the Media Outlet will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following as applicable: (i) any provision of law; (ii) any order of any court or department; or (iii) any indenture, agreement, document, or other instrument to which it is a party or may be bound.
9. The Media Outlet shall indemnify and hold harmless the State of Connecticut, the State of Connecticut Department of Public Safety, the State of Connecticut Department of Transportation, its officers, agents, employees, commissions, boards, departments, divisions, successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Media Outlet or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or other persons or entities with whom the Media Outlet is in privity or oral or written contract; (ii) liabilities arising directly or indirectly in connection with this Agreement out of the acts of the Media Outlet concerning its duties and obligations set forth in this Agreement; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, that may arise out of such claims and/or liabilities for bodily injury and/or property damage. This indemnity shall not be limited by reason of any insurance coverage required of the Media Outlet.

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indemnity shall not be limited by reason of any insurance coverage required of the Media Outlet.

10. The Media Outlet agrees to abide by all Federal, State and Municipal laws, statutes, ordinances, regulations, or rules concerning non-discrimination and will not permit discrimination against any person or group of persons on the grounds of race, color, religion, creed, age, national origin, physical or mental handicap, ancestry or sex, or sexual preference.
11. Any and all amendments, changes, extensions, revisions, or discharges of this Agreement, in whole or in part, on one or more locations, shall not be invalid or unenforceable because of lack of or insufficiency of consideration, provided, however, that such amendments, extensions, revisions or discharges are in writing and executed by an authorized representative of all parties.
12. This Agreement, its terms and conditions and claims arising therefrom shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Connecticut and the Media Outlet hereby waives any objection which it may now or hereafter have to the laying of venue of any actions in any forum and further irrevocably submits to the jurisdiction of any of those courts in any action.
13. Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity by the State of Connecticut, the DOT or the DPS.
14. Any notice required or permitted under this Agreement shall be deemed to be given when hand-delivered or one business day after pickup by Emery Air Freight, Airborne, Federal Express, or similar overnight express services, in either case addressed to the parties below:

If to the Media Outlet:

Attention: Name
Street
City/Town, State Zip

10. State of Connecticut

If to the Department of Public Safety:

Attention: Arthur L. Spada, Commissioner
Department of Public Safety
1111 Country Club Road
Middletown, CT 06457-9294

If to the Department of Transportation:

Attention: James F. Sullivan, Commissioner
Department of Transportation
2800 Berlin Turnpike
Newington, CT 06111

- 15. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior understandings, negotiations and agreements, whether written or oral, between them respecting the subject matter herein.
- 16. The parties each bind themselves, their partners, successors, assigns and legal representatives with respect to all covenants of this Agreement.
- 17. This Agreement shall remain in effect for a period of one (1) year, and shall automatically be renewed for additional one (1) year terms provided, however, that any party may terminate this Agreement at any time upon written notice to the other or mutual consent.

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY

Date: _____

By _____
Arthur L. Spada
Its Commissioner

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

Date: _____

By _____
James F. Sullivan
Its Commissioner

MEDIA OUTLET

Date: _____

By _____

Its
Duly Authorized

**Communications Access to Transportation Management
Systems (TMS) Off-Site Video Room**

Materials have been made available by ConnDOT to maximize the resources that establish access between the Troop G telephone communications room and the (TMS) off-site video room. **Highway Operations (ConnDOT) has provided the following materials to assist media agency's access to the I-95 TMS:**

- Access to the Communication Center/Framework. Fiber Optic distribution Centers will be provided in both the Troop G telephone room and off-site video room.
- Fiber optic cable between the telephone room and off-site video room. Each media agency will be assigned 12 fibers (one tube) of loose buffered, single mode dispersion shifted fibers.
- A maximum of two (2) cat 5 cables between the telephone room and off-site video room. These cables will be terminated to patch bays in both rooms.
- Access to exiting rack space in the telephone room for installation of one 5 1/4" fiber patch panel.
- Space required to place one Video rack in the off-site video room. This rack must conform to specifications stated below under "Responsibilities and materials provided by Media agency."

The following will be provided by the media requesting access to the I-95 Transportation Management System:

- All internal components to the fiber distribution center housings. These are to include connector panel modules, splice trays, fiber connectors and/or fan out connector kits and all necessary labor and hardware to connect to the off-site video room. All fiber conductors supplied by ConnDOT between the telephone room and off-site room have been tested and certified. Any additional testing of splicing shall be the responsibility of the media agency.
- Fiber/tube shall be assigned by the ConnDOT Engineer.
- Splicing shall be done by industry standard certified personnel.
- One equipment rack must be supplied to house all media agency video and control located within the off-site video room. The location of the rack within the room shall be designated by the ConnDOT Engineer.

EXHIBIT A

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The equipment rack shall meet the following requirements:

Rack overall size - 78 1/4"H x 29 1/6"W x 8"D

Rack must have flush mounted solid doors on both sides.

Agency's name and contract number shall be permanently labeled on each door.

- All materials and labor to connect to the media agency's video equipment to the video bulkhead above the assigned rack location within the off-site room shall be the responsibility of the media agency.

Maintenance: The Media Agency shall be responsible for the maintenance of all equipment including conductors and connectors up to the video bulkhead located within the off-site video room.

At no time will any of the above stated requirements interfere with normal operation of the Incident Management System without the express permission of the Engineer at Bridgeport Operations.

Installation and Operation of off-site video systems shall be in accordance to the conditions as stated within this document and the signed Memorandum of Understanding between agencies.