

### **LVACTS' POLICY ON PROVIDING LIVE VIDEO ACCESS TO THE PUBLIC**

The following is a policy and procedure for providing live video of traffic conditions from Closed Circuit Television (CCTV) cameras to the public.

This policy is for the internal use and guidance of the LAS VEGAS AREA COMPUTER TRAFFIC SYSTEM (LVACTS) and its employees and agents only, and cannot be used or relied upon by any other persons or entities as creating any standard under which such other persons or entities could seek to establish any duty or violation thereof, or seek to establish or impose any liability for any deviation from such policy.

#### **BACKGROUND:**

In 1993, the jurisdictions that comprise LVACTS embarked on a project to upgrade the existing traffic signal system. It was decided the new upgraded system would include video monitoring capabilities to enhance the efforts of the LVACTS staff. The implementation of CCTV will be a significant management and delay reduction tool for the identification and verification of incidents and accidents as well as failures in the traffic signal system. As information is gained, it can be shared with the media and other organizations. The sharing of video information enhances the communication of current traffic conditions.

#### **POLICY:**

LVACTS may make live video of traffic conditions from CCTV cameras available to the public. CCTV video images will be supplied from the Traffic Management Center (TMC) or any other locations designated by LVACTS. The video images provided will be those selected by the LVACTS' TMC staff from the images on the traffic surveillance monitors within the TMC and that are consistent with the objectives of traffic management.

Live video images may generally be made available upon request to, 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 to private firms for their use in providing traffic information.

In order to receive direct access to live video, a Subscription Agreement will be required. Costs for the access connection will be determined by LVACTS and paid for by the SUBSCRIBER. Payment of a monthly fee, to cover LVACTS' operating expenses of the connecting equipment, may also be required. LVACTS may, at any time in the future, levy any additional service charges.

### 3. Las Vegas (Nevada) Area Traffic Computer System

#### **DEFINITIONS:**

Traffic Management Center (TMC) 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 LVACTS System Manager will ensure that the objectives of traffic management are implemented system-wide to effectively and efficiently operate the traffic signal system and coordinate efforts to fulfill requests for real-time video images from the public and private SUBSCRIBERS.

All legal advice and representation relating to, and arising out of, this Policy or the Subscription Agreement shall be handled by the jurisdiction in which the inquiry or claim arises, in accordance with the provisions of the LAS VEGAS AREA TRAFFIC CONTROL SYSTEM AGREEMENT, Hwy. Agreement No. P547-80-012, executed January 21, 1981.

The LVACTS Operations Management Committee (OMC) will ensure implementation of traffic management functions, policies and procedures and that appropriate information systems are installed to serve information needs. The OMC will also, where appropriate, ensure installation of traffic operations systems including CCTV cameras to provide increased awareness of the operation conditions of the street system and to communicate and coordinate traffic management activities. The OMC will review all requests for live video.

The LVACTS Staff directly involved in providing the video linkage to SUBSCRIBERS will be resourceful and cooperative in carrying out the objectives of this policy.

#### **APPLICABILITY:**

All employees involved with the LVACTS, TMC and members of the OMC.

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Niel T. Rohleder  
Acting LVACTS System Manager

### **SUBSCRIPTION AGREEMENT - ACCESS TO LIVE VIDEO**

This Subscription Agreement - Access to Live Video (hereinafter "Agreement"), entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, (hereinafter the "effective date") is an agreement between the LAS VEGAS AREA TRAFFIC COMPUTER SYSTEM (hereinafter "LVACTS") and \_\_\_\_\_ (hereinafter "SUBSCRIBER") collectively referred to as ("the Parties"), to obtain access to LVACTS' Closed Circuit Television Camera system (hereinafter "CCTV").

This Agreement shall remain in effect for three (3) years from the effective date (hereinafter the "termination date"). Thereafter, access to the CCTV will be terminated, unless a new Agreement is signed by SUBSCRIBER and approved by LVACTS no later than 60 days prior to the termination date.

LVACTS reserves its right to cancel this Agreement at any time and for any reason, upon the giving of 5 days written notice to the SUBSCRIBER.

"Access to Live Video" is defined as that video provided by the Closed Circuit Television (CCTV) system developed for traffic management and provided by the Traffic Management Center (TMC) which is operated by LVACTS. The access to live video will depict real-time traffic conditions, weather conditions, traffic congestion and maintenance and repair work locations.

This Agreement outlines the use of the CCTV system which provides real-time traffic information to SUBSCRIBERS. 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.

LVACTS will utilize reasonable efforts to prevent the broadcast of that information deemed by law and/or agency policy as "not public record" as defined by NRS 239.010. All parties to this Agreement hereby recognize that some information, such as names, telephone numbers and vehicle license plate numbers, may occasionally and inadvertently not be "screened out" from the CCTV system. Any SUBSCRIBER participating in this Agreement is expressly prohibited from broadcasting or otherwise utilizing this type of information.

LVACTS agrees to provide the services described in this Agreement and under the terms and provisions herein specified. LVACTS reserves the right to make changes to this Agreement at any time without prior notice to the SUBSCRIBER, by adding provisions, deleting provisions and/or changing existing provisions when in LVACTS' opinion it becomes necessary or involves circumstances attendant to public safety and/or privacy concerns which require such changes be effectuated.

**LVACTS AGREES TO:**

1. Maintain the CCTV system — although, the information provided is not warranted, expressly or implied, by LVACTS to be accurate or reliable. Nor is there any express or implied representation that LVACTS will continue to provide such data or images.
2. Make reasonable efforts to provide the CCTV system access to bona fide enterprises.
3. Make information and training available to all SUBSCRIBERS regarding the broadcast and dissemination of information from the CCTV system.
4. Maintain exclusive control of the information and images released from the CCTV system to each SUBSCRIBER 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 exclusively by LVACTS' personnel. No SUBSCRIBER will have the ability to utilize the CCTV's cameras' zoom, pan or tilt capabilities, nor focus on vehicle license plates, drivers, or other identifying personal indicators. Access via live feed will not be provided for events that are not, in the opinion of LVACTS' personnel, traffic-related. The decision whether to activate, and upon activation to terminate, a SUBSCRIBER'S access is exclusively at the discretion of LVACTS' personnel.
5. Provide similar video feed from the CCTV system to each SUBSCRIBER.

**SUBSCRIBERS AGREE TO:**

1. Comply with all provisions of this Agreement. Violations of this Agreement will entitle LVACTS to cancel the service immediately and without prior notice to the SUBSCRIBER.
2. Not broadcast or otherwise utilize, any information contained in the live video feed which is "not public record" as defined by NRS 239,010, including, but not limited to, the names, addresses, phone numbers and/or vehicle/driver's license number of citizens.
3. Not contact the TMC personnel or member-agency personnel, i.e., City of Henderson, City of Las Vegas, City of North Las Vegas, Clark County, Nevada Department of Transportation, and the Regional Transportation Commission, for the sole purpose of requesting that specific CCTV cameras be activated or that certain CCTV cameras be repositioned. Violations of this policy shall be cause for cancellation of this service as previously specified.
4. Set up any necessary equipment at the TMC in order to obtain the video feed. The SUBSCRIBER is exclusively responsible for any costs related to the purchase and installation of said equipment. LVACTS personnel have the exclusive right to determine at what location within the TMC a SUBSCRIBER'S equipment may be placed, and reserve the right to inspect the installation of all SUBSCRIBERS' equipment. Under no circumstances will the placement and installation of said equipment interfere with TMC's equipment or the activities of TMC personnel.

### 3. Las Vegas (Nevada) Area Traffic Computer System

The service, maintenance, and upkeep of any and all of SUBSCRIBER'S installed equipment, is exclusively the responsibility of SUBSCRIBER. LVACTS personnel must be given at least 2 working days' advance notice of any maintenance or repair visits of SUBSCRIBER, its employees, agents, or representatives. Said visits must be scheduled at such times and in such a manner so as to not interrupt or otherwise obstruct TMC operations. Each SUBSCRIBER assumes any and all liability for the cost of any damage to the LVACTS' CCTV system caused in any manner by the installation of the SUBSCRIBERS' equipment, or by the equipment once installed.

5. Refrain from selling, loaning or offering for sale, the video feed received under this Agreement to other persons or entities, not a party to this Agreement.

6. Maintain the security and integrity of the CCTV system by limiting use of and access to the system to trained and authorized individuals, and by insuring that the system is used for the specific purposes provided for by this Agreement.

7. A violation of any of the above provisions will cause SUBSCRIBER'S access to live video to be canceled immediately, without prior notice to the SUBSCRIBER.

8. Give proper recognition for the source of the video feed by displaying a recognizable version of the LVACTS logo on the screen.

#### **INDEMNITY PROVISIONS:**

1. The undersigned SUBSCRIBER agrees to defend, indemnify, and hold LVACTS, and all of its contributing agencies, harmless from and against any and all liability and expense to the extent provided by Nevada Revised Statutes Chapter 41, including all defense costs and legal fees, caused by the negligent or wrongful act or omission of the SUBSCRIBER or any members of LVACTS, 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 LVACTS, including but not limited to, personal injury, property damage, and/or injury to privacy or reputation.

2. The obligations assumed by the SUBSCRIBER 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.

3. The SUBSCRIBER understands and agrees that it has no claim, right, cause of action, or right of recourse based upon LVACTS' election to terminate this Agreement.

#### **SECURITY AND CONFIDENTIALITY POLICY STATEMENT:**