

**MEMORANDUM OF UNDERSTANDING BETWEEN DALLAS-FORT WORTH REGIONAL
INTELLIGENT TRANSPORTATION SYSTEM PARTNERS CONCERNING
GUIDING PRINCIPLES FOR MULTI-AGENCY
COMMUNICATION, DATA AND VIDEO SHARING**

This Memorandum of Understanding (MOU) is entered into between the Dallas-Fort Worth Regional Intelligent Transportation System (ITS) partner agencies (Partners). The purpose of this MOU is to outline the roles and responsibilities of each Partner with respect to development of multiagency communication, data and video sharing on a regional network.

WHEREAS, the North Central Texas Council of Governments is responsible for the maintenance of the North Texas Intelligent Transportation System Regional Architecture, a blueprint for transportation integration and technological advancement through agreements and implementation; and

WHEREAS, the policy in Mobility 2040: The Metropolitan Transportation Plan for North Central Texas, a long-term transportation plan that defines a vision for the region's multimodal transportation system, requires the integration of all traffic operations systems between public sector entities, including sharing of data and video; and

WHEREAS, A regional communications network is necessary for the purpose of exchanging transportation-related information when required; and

WHEREAS, the North Central Texas Council of Governments will facilitate development of a regional network by establishing a North Central Texas Regional Communications Network Committee (Committee) comprised of the Partners that have executed this MOU; and

WHEREAS, the North Central Texas Regional Communications Network Committee will develop and put forth the standards, guidelines and structures necessary to establish, operate and maintain a regional network, including but not limited to a submittal, review and approval process; and

WHEREAS, physical connection points between Partners' networks will be necessary to establish a regional network and existing connections should be used to the extent possible; and

WHEREAS, redundant paths should be created to minimize system downtime due to disruption in service (i.e., cable cut) and redundancy will be a goal, and redundant physical paths may not be possible in all cases and the need for redundancy will be evaluated against the risks of failure and the costs to provide redundancy; and

WHEREAS, a Request for Authorization of Fiber Optic Cable and/or Related Infrastructure and Connectivity forms and diagram will be developed, and the Committee must approve each such request prior to an agency's participation.

NOW, THEREFORE, in consideration of these premises, and the Parties agree as follows:

Section 1. Partners' Responsibilities

1. Each Partner agrees to participate in the Committee and to provide input to Committee decisions.
2. The Committee will be comprised of representatives of agencies executing this MOU.

3. Each Partner with fiber optic cable or comparable wireless communications agrees to allow the use of two available fibers in dedicated fiber paths or bandwidth in the wireless path and for the exchange of regional transportation information (data and video) with any agency that participates on the shared regional network.
4. Each Partner agrees to provide its own hardware necessary to connect to the regional network, including but not limited to cabling, switches, firewall, and work stations.
5. Each Partner with communication links to the regional network agrees to provide reasonable efforts to maintain the connection of their local communication systems with those of other Partners. "Communication link" is intended to include fiber, wireless and other approved connectivity methods.
6. Each Partner agrees to continue participation in the regional network until the Partner provides written notice to the other Partners of its termination of participation.
7. Each Partner agrees to share the cost of operating and maintaining the proposed regional network, provided, however, that the amount of each Partner's share of any costs will be fixed by future agreement(s) and nothing in this MOU shall render a Partner liable for the payment of any costs without further action by each Partner. Each Partner will provide input into the total cost and sharing of cost to be set by future agreement(s).
8. Each Partner will be responsible for the cost of operating and maintaining its own portion of the regional network.
9. Each Partner will be responsible for the cost of establishing the connection(s) it desires and recognizes that regional funds may be available to provide Partners with a single connection to the network.
10. Each Partner agrees to develop and provide Center to Center plug-in for its respective internal system(s), including a Center to Center Data Extractor, Provider and Collector to retrieve and provide desired data with the purpose of establishing the regional exchange of information.
11. Each Partner agrees to use the regional video standard to exchange video on the regional network, should a regional video standard be developed and adopted.
12. To the extent permitted by law, each Partner agrees to indemnify and hold harmless other Partners for the failure of communications or devices beyond Partners' control.
13. Each Partner agrees to share any and all transportation data it provides on the regional network with Partners, or to limit accessibility as needed.
14. Each Partner agrees not to transmit, exchange or otherwise share video or data obtained solely from the regional network with entities not participating in the regional network.
15. Each Partner agrees to share real time status of ITS devices and ITS data to the extent possible for purposes of distribution to the public via the regional traveler information system.
16. Each Partner agrees not to record any network video without the express written consent of the Partner providing such video.
17. Each Partner agrees to log and update real time transportation data for distribution to other Partners to the extent practical and funded.

18. Each Partner agrees to provide maintenance for its own portion of the network.
19. Each Partner agrees to allow the use of shared data in training and outreach to support and improve regional operations.

Section 2. North Central Texas Council of Governments' Responsibilities

1. NCTCOG agrees to investigate the possibility of funding for the network and one connection to the network for each Partner.
2. NCTCOG agrees to establish and moderate the Committee.

Section 3. General Provisions

1. The regional network will not damage nor degrade the ability of any Partner's network to perform its normal operation.
2. Hardware and other equipment will be required to be compatible with the existing network. Hardware and other equipment will need to be determined on a case-by-case basis until a standard configuration can be developed and as new technology becomes available.
3. ITS data sharing methods will in no way allow for or risk the exposure of IT security measures and internal IT structures.
4. Costs for shared portions of the network will be determined as the regional network is developed, and standards and standard operating procedures will be established by consensus among the Committee.
5. The Committee will identify what types of data and video will be entered into the traveler information system, and acceptable uses of such data, as the concept is developed.
6. The types of shared data and acceptable uses of such data will be determined as the concept is developed.
7. Priorities and permissions will be developed and implemented to optimize network performance and security.
8. Processes and participants for submittals, requests, approvals and responsibilities will be developed by the Committee.
9. The Committee will review and approve requests for new Partners or other changes related to the regional network.
10. The entity responsible for maintaining the regional network will be determined by the Committee.
11. A Partner may cancel or discontinue participation either completely or in part by providing one hundred eighty (180) days prior written notice to the regional network Partners.
12. Concepts developed for this program should be vendor neutral.
13. Technical capabilities and requirements of the regional network will be evaluated as the regional network is developed.

14. The Partners recognize that future agreements will be needed to effectuate and implement a regional network.
15. A more detailed agreement will be executed among the parties to effectuate and carry out the intent of the principles contained herein.
16. This MOU may be amended at any time upon mutual agreement of the parties.
17. The effective date of this MOU is the date of last signature by the parties hereto.
18. This MOU may be executed in two or more identical counterparts, each of which is deemed an original but all constitute one and the same instrument. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the parties.

[Signature pages follow.]

Signed and Duly Executed by the Parties Below:

_____ Mike Eastland Executive Director North Central Texas Council of Governments	_____ Date
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Signed and Duly Executed by the Parties Below:

_____	_____
Name	Date
Position	
Agency	