



Traffic Guidelines Manual

ORIGINATOR Direction, Bureau of Traffic Operations		
CHAPTER 17	System Operations & Intelligent Transportation Systems	
SECTION 3	Data and Information	
SUBJECT 1	Real Time Data Sharing Procedures	

Data Sharing Policies

The Wisconsin Department of Transportation shares freeway status and incident information with news media organizations and governmental and private agencies. WisDOT public records policy indicates that:

- WisDOT allows any agency access to real time traveler information.
- The requestor of the information **shall** pay for the costs of obtaining the information.
- The requestor of the information is required to complete a graphic or verbal acknowledgment to WisDOT. News agencies are contacted regularly to refresh an existing Media Usage Agreement.
- The requestor of the information is required an allocation of time for public service announcements.

WisDOT maintains a Closed Circuit Television (CCTV) network to verify traffic incidents, view traffic impacts as a result of incidents and/or events, and monitor traffic flow on the instrumented roadway segments. WisDOT's Statewide Traffic Operations Center (STOC) supports the dissemination of CCTV video footage through various partnerships with outside agencies, according to the following practices:

- CCTV video files are stored within STOC servers for 72 hours
- After 72 hours, the video files are automatically overwritten with new video and are no longer available
- STOC operators have the ability to extract specific video segments within the 72-hour timeframe
- Requests for video footage should be responded to within ten (10) business days
- Video segments with recorded incidents must be retained for a minimum of 120 days, or if a legal hold is in place, until the case is closed
- Requested footage will be put on an electronic storage device (CD, USB drive, etc.) and must be picked up by the recipient within 120 days

Retention and disposition information can be found in the Records Retention/Disposition Authorization for Traffic, System Operations and Electrical Engineering (see RDA 00255C) executed in December of 2007.

When using WisDOT provided video, the following policies and guidelines **shall** be adhered to:

- Any time WisDOT-provided video or data is broadcast the Department *should* be acknowledged as the source verbally or graphically. All WisDOT-provided video or data **shall** display a WisDOT logo. The WisDOT logo must be displayed in a prominent location, such as the upper left corner of the image, **shall not** be covered in any way by news banners or other graphics, and **shall** be clearly identifiable. If an agency chooses to develop their own graphics, the agency must contact the WisDOT to coordinate and to ensure that all displays will be consistent and understandable.
- WisDOT provides the video and travel times for the use of traveler information only, and WisDOT video *should not* be used for self-promotion.
- All data or video being broadcast *should* be the most recent and timely information provided, any non-current data **shall** be labeled with the time and date it was recorded. Data and video is intended only for traveler information.
- The Department *may* remove any picture from the video feed if the picture is determined by the Department to be unacceptable due to quality or content. Occasionally picture quality is degraded due to maintenance troubles, or the content of a picture is deemed inappropriate, such as a long-term study where a camera is focused on a single lane or ramp, or sensitive emergency situation.
- Video feeds will be provided to any requesting entity. Any cost associated with providing the video **shall** be the responsibility of the requesting entity.
- The information provided to the media and traffic information providers, including images from CCTV cameras, **shall** be traffic related only.
- Information regarding fatalities or the status of injured individuals **shall not** be provided to the media or other traffic information providers.
- Images showing fatalities, injured individuals or other details that could violate individual privacy **shall not** be released to the media or to any other traffic information providers.

For inquiries regarding video or travel time information, contact the Statewide Traffic Operations Center at statewide.toc@dot.state.wi.us or (414) 227-2166.

Using Video for Traffic Engineering and Operations

Archived video can also be used for analyzing new traffic flow patterns, intersection operations and work zone strategies. Prior to the implementation of a new pattern or strategy, the STOC Traffic Management Unit Supervisor *should* be notified of the study location within three days prior to implementation. Notification will provide Control Room operators or shift supervisors preparation time for archiving certain camera footage in such locations.

Cameras *should* be used for the highest value of activity (i.e., capture as much traffic operations related video information as possible rather than focusing on a single lane or movement). All WisDOT personnel have a responsibility to maintain, dispose of, communicate on and release video in line with this overall policy.



Wisconsin Department of Transportation

DATE

BUREAU OF TRAFFIC OPERATIONS
Statewide Traffic Operations Center
433 W. St. Paul Avenue, Suite 300
Milwaukee, WI 53203
Telephone: (414) 227-2166
Facsimile: (FAX): (414) 227-2165

The Wisconsin Department of Transportation (WisDOT) Traffic Operations Center (STOC) agrees to provide a feed from our CCTV system to your agency. By your acknowledgement below, you agree to abide by the WisDOT policies regarding the use of travel times, freeway camera images, and other travel information that goes out to the public that is provided by WisDOT.

This agreement (hereinafter "Agreement") is an Agreement between the Wisconsin Department of Transportation and _____ (hereinafter "USER"), to obtain access to the WisDOT Closed Circuit Television Camera System (hereinafter "CCTV").

This Agreement shall remain in effect until USER or WisDOT gives written notice to terminate the Agreement. Thereafter, access to the CCTV will be terminated, unless a new Agreement is signed by the USER and approved by WisDOT. WisDOT reserves the right to cancel this Agreement at any time and for any reason, upon the giving of 5 days notice to the USER.

The undersigned USER agrees to hold WisDOT harmless from and against any and all liability and expense caused by the omission of the USER, its agents, officers and employees, in the use, possession, or dissemination of information made available from the CCTV system. The obligations assumed by the USER pursuant to this Agreement shall survive the termination of the Agreement. The USER understands and agrees that it has no claim, right, cause of action, or right of recourse based upon WisDOT's election to terminate this Agreement.

"Access to Live Video" is defined as that video provided by the CCTV developed for traffic management and provided by the WisDOT STOC. This Agreement outlines the use of the CCTV system, which provides real-time traffic information to USERS. 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:

- USERS are responsible for set-up of necessary equipment at the WisDOT STOC in order to obtain the video feed. The USER is exclusively responsible for any costs related to the purchase and installation of said equipment. WisDOT personnel have the exclusive right to determine at what location within the STOC a USER'S equipment may be placed, and reserve the right to inspect the installation of all USERS' equipment. Under no circumstances will the placement and installation of said equipment interfere with STOC equipment or the activities of the STOC. The service, maintenance, and upkeep of any and all of USER'S installed equipment, is exclusively the responsibility of USER. WisDOT personnel must be given at least 2 working days' advance notice of any maintenance or repair visits of USER, its employees, agents, or representatives.
- USERS must give proper recognition for the source of the data by displaying a recognizable version of the WisDOT logo on the screen. An authorized logo will be provided upon request.
- USERS of WisDOT provided video or data are required to provide a minimal amount of airtime to WisDOT for Public Service Announcements.
- USERS must 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, unless expressly authorized in writing by WisDOT to do so.
- USERS must broadcast only the most recent and timely information available, and any non-current data must be labeled with the time and date it was recorded. Data and video is intended only for traveler information.

- USERS must 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.
- WisDOT agrees to maintain the CCTV system – although there is not any express or implied representation that WisDOT will continue to provide such data or images.
- WisDOT may remove any picture from the video feed if the picture is determined by the department to be unacceptable due to quality or content. Occasionally picture quality is degraded due to maintenance troubles, or the content of a picture is deemed inappropriate, such as a long-term study where a camera is focused on a single lane or ramp, or sensitive emergency situation.
- USER may not broadcast or otherwise utilize information contained in live video that is “not public record,” including, but not limited to, the names, addresses, phone numbers and/or vehicle/drivers license number. WisDOT will utilize reasonable efforts to prevent the transmission of the information deemed by law and/or agency policy as “not public record”. Using or broadcasting this information is expressly prohibited.
- WisDOT will maintain exclusive control of the information and images released from the CCTV system to each USER including but not limited to: determining whether and when to provide a CCTV system feed, from what location, and for what duration.
- WisDOT provides the video and travel times for the use of traveler information only, and WisDOT video should not be used for self-promotion.

WisDOT agrees to provide the services described in this Agreement and under the terms and provisions herein specified. WisDOT reserves the right to make changes to this Agreement at any time without prior notice to the USER. USERS must comply with all provisions of this Agreement. Violations of this Agreement will entitle WisDOT to cancel the service immediately and without prior notice to the USER.

Thank you for your effort to broadcast the WisDOT traffic data to the traveling public. If you have any questions or concerns please contact Anne Reshadi (414 227-2149, anne.reshadi@dot.wi.gov). If you have any technical questions or concerns, please contact Paul Keltner (414 227-2141, paul.keltner@dot.wi.gov).

Authorized WisDOT Representative

Name _____

Title _____

Signature _____ Date _____

Acknowledged (Authorized USER Representative)

Name _____

Title _____

Company/Firm Name _____

Signature _____ Date _____