

MEMORANDUM OF AGREEMENT

between

United States Army Garrison (USAG), Fort Sill in Comanche County, Oklahoma

And

The Oklahoma Department of Transportation (ODOT) (State)

concerning

Oklahoma Intelligent Transportation System Project JP# 21032(04), 21036(04)

The Deployment and Integration of

**Close Circuit Television Cameras (CCTV)
along Ft. Sill's perimeter of I-44 and US Highway 62.**

**Project Identification Number:
ITSY-QT80(026)IT, NHG-44(077)TR**

**Job Piece Number:
JP# 21032(04), 21036(04)**

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In recognition of the potential for increased safety, efficiency, security, and economic benefits in the development of a statewide Oklahoma Intelligent Transportation Systems and this project a subset of that system Ft. Sill Oklahoma Intelligent Transportation system ["FTSILL-OK-ITS" hereinafter], the parties to this Memorandum of Agreement ["MOA" hereinafter], as signified by their signatures at the end of this MOA, do hereby agree, subject to all terms and conditions herein contained, to serve or have a designee serve on appropriate committees in pursuit of the herein contained goals. The parties hereto also agree to pursue, subject to all terms and conditions herein contained and also subject to availability and other funding requirements of the parties, the required resources needed to deploy, integrate, operate, and maintain their respective interests and investments in the above FTSIL-OK-ITS project.

It is further understood that through the cooperative effort of joint operations using shared systems and personnel, our goals are to reduce traffic accidents, minimize major traffic congestion, increase security, reduce costs of infrastructure construction and maintenance, as well as reduce operational costs. The parties agree, subject to all terms and conditions contained herein, to pursue organizational policy and statutory changes in a prudent and justifiable manner in order to benefit the traveling public in the areas of safety, security and efficiency.

The regulation providing authority for the Army to enter into this agreement is contained in AR 525-13, Antiterrorism, dated 4 January 2002.

Subject to all terms and conditions herein contained, we, the parties to this MOA, have reached the following understanding:

I. PURPOSE and GOALS

The purpose and goals of this MOA are to establish cooperation of the parties in the development, deployment, integration, operation and maintenance of the FTSIL-OK-ITS project(s), and to pursue resources that may be available to designate for the efforts proposed in this MOA.

II. DESCRIPTION OF RESOURCES

1. ODOT or its designee shall be allowed to:
 - a. Install fiber optics, conduit, and ground boxes and associated equipment on or near the property Ft Sill. The typical installation shall be 10 foot offset inside the fence line with 36 inches to 48 inches deep, with access points approximately every 1500 feet. Route signs every 600 feet and access points at camera locations. See "Attachment A" for number of cameras and locations.
 - b. Supply, operate, and maintain the necessary field installed equipment (i.e., cameras and

communication cabinets) to disseminate the FTSILL-OK-ITS information and video to each party's demarcation point via ODOT's ITS Private Network/Ft Sill's security network.

c. Supply the initial FTSILL-OK-ITS equipment and infrastructure associated with and as defined by project JP #21032(04), 21036(04), to include the initial construction cost of the electrical for each camera. ODOT shall act as support to assist the parties with the operations and maintenance of the FTSILL-OK-ITS equipment located within each party's facility.

d. Install, house and maintain the FTSILL-OK-ITS equipment on the premises of Fort Sill property, upon 24 hour notification request to gain access; or in an emergency, four hour notification to gain access, and support the roles and responsibilities as herein defined in this MOA.

e. Request access to the FTSILL-OK-ITS equipment located in Fort Sill facilities by contacting the point of contact specified by the Force Protection Branch /ATO, 580-442-2532 or his designee.

f. Assist in the installation of FTSILL-OK-ITS equipment and setup. As outlined in the above project, ODOT shall provide microwave equipment, monitoring console, image data computer, and encoders to install and monitor the camera system and provide images back to ODOT via an ISP connection.

2. Fort Sill will:

a. Be responsible for any direct or indirect cost associated with the usage of the FTSILL-OK-ITS project equipment and communications (i.e., personnel, utilities, and replacement parts or equipment). Fort Sill will be responsible for the utilities to run CCTV cameras and associated equipment. Fort Sill will assist ODOT in the operation and maintenance by providing any equipment or personnel needed to access FTSILL-OK-ITS equipment.

b. Provide fiber optic strands for the initial setup of the FTSILL-OK-ITS system. Allow ODOT to use Fort Sill fiber to disseminate video and images through their facility at no cost of ODOT.

c. Request approval from ODOT before relocating any of the FTSILL-OK-ITS system. Coordinate with ODOT on any conflicts or new construction that will require relocation of any of the components of the system.

d. Respond to requests to provide access to the FTSILL-OK-ITS equipment located in Fort Sill facilities within 2 hours. Provide a contact person for ODOT or its designee to contact and schedule with.

e. Provide an Internet Service Provider (ISP) connection to provide ODOT with still images of the highway system back to a ODOT Domain address for viewing the FTSILL-OK-ITS private network, at no cost to ODOT. Pay for any construction or equipment cost associated with wiring and providing the ISP connection only as related to the ISP for the FTSILL-OK-ITS

f. Maintain a list for ODOT of access points and users to the FTSILL-OK-ITS system within Fort Sill system. Specifically, provide the location of access points where ODOT will be constructing back to from camera locations. Also, provide a map of the fiber routes and handhole locations for access.

g. Shall locate the electric lines and the fiber optic cable for OKIE-1 call notifications in respect to this project and maintain the CCTV cameras.

3. Ft Sill and ODOT understand and agree to the following:

a. Work together in the development, deployment, integration, operation, and maintenance of the herein referenced FTSILL-OK-ITS project JP #21032(04), 21036(04).

b. Each of the parties shall operate and maintain the necessary equipment to disseminate the FTSILL-OK-ITS information and video within their own facilities and communication network.

c. The FTSILL-OK-ITS system shall be a stand-alone, isolated, independent system. Access to the FTSILL-OK-ITS information and video for dissemination to additional parties shall be granted after written approval from both ODOT and Fort Sill. FTSILL-OK-ITS assets shall not be used for any purpose not intended herein. Loading additional software, changing software configuration, or attaching additional hardware without written approval shall constitute a violation of this agreement.

d. The FTSILL-OK-ITS equipment installed as part of this project by ODOT shall be the property of ODOT for the life of the equipment. Upon the end of the equipment's warranty, all repairs or replacement during the term of this agreement will be the responsibility of Fort Sill.

e. Equipment necessary to secure, protect and isolate the FTSILL-OK-ITS system from each party's existing systems (i.e., firewalls, cabling or additional access points) shall be the responsibilities of the party expanding, accessing or disseminating the FTSILL-OK-ITS system information.

f. All images, video and data of the highway system on the FTSILL-OK-ITS system is the property of ODOT. ODOT reserves all rights to share the viewing of the highway system on FTSILL-OK-ITS data with other ITS partners, but not for public viewing. At no time shall any of the images or video of the highway system on FTSILL-OK-ITS system be recorded by Fort Sill users. Images and video of the gates and Fort Sill facilities shall be the property of Fort Sill and shall be allowed to be recorded by Fort Sill for Fort Sill purposes. Unauthorized recording, storing or saving images or video from the FTSILL-OK-ITS system may result in termination of access to the FTSILL-OK-ITS system if Fort Sill fails to make appropriate administrative actions in a timely manner.

g. It is the intention of the parties hereto to follow the federal guidelines for deployment and integration funding, including the use of the national Intelligent Transportation Systems architecture, as determined and defined in the Oklahoma Department of Transportation's Statewide ITS Strategic Plan.

III. CONDITIONS

The final decision whether to actually provide the resources by the parties hereto remains with each such party and its organization. Nothing in this agreement shall be interpreted to require the payment or obligation of funds in violation of the Anti-Deficiency Act, 31 USC 1341.

IV. EFFECTIVE DATE

Irrespective of the date at the beginning of this MOA, the effective date of the MOA shall be the date when each party properly executes said MOA, as reflected by the signature date immediately preceding each party's signature.

V. MODIFICATION

This present MOA may be modified at any time by all the parties, and may be accomplished by the exchange of letters and the distribution of same to all the parties, and with the approval of the affected parties. Any modifications to the present MOU in the form of an Addendum must be signed and approved by all affected parties.

VI. TERMINATION

A party hereto may withdraw from this MOA anytime after giving 30 days notice to the other party of the date of the withdrawal.

This agreement will remain in effect indefinitely,

1. or as funding is available
2. Until Ft. Sill no longer requires the use of FTSILL-OK-ITS system and notifies ODOT of such in writing, or
3. ODOT no longer requires the use of FTSILL-OK-ITS system and notifies Ft. Sill of such in writing.

VII. NOTICES

Notices hereunder shall be given at the address set forth immediately above each party's signature, unless a subsequent address is given in writing to all parties. Notice shall be deemed given if deposited in the U.S. mail, postage prepaid to the addresses referenced in the foregoing sentence.

Unless otherwise provided herein, all notices and communications concerning this Agreement shall be addressed to the other Party as follows:

If to ODOT:

Oklahoma Department of Transportation
200 NE 21st Street
Oklahoma City, OK 73105-3204
Attn: Alan Stevenson; ITS Engineer Manager
Office # 405-521-6460, cell # 405-919-6573

If to Ft. Sill:

HQ USAG
ATTN: IMSW-SIL-RMM
Fort Sill, OK 73503-5000
Attn: Winona Morris, Garrison Support Agreements Manager
Office # 580-442-3560
Email: Winona.Morris@conus.army.mil

VIII. REPRESENTATION AND LIABILITY

Neither party shall be held liable for any unforeseen downtime or termination of the FTSILL-OK-ITS system.

This MOA shall be exercised in such a manner as not to endanger personnel or property of the government

either on or off the premises.

Excavation of any portion of the premises by any party will require backfill material of sufficient quantity and quality and shall be compacted to the degree necessary to obtain densities equal to that of the existing and undisturbed material within the affected area of the premises.

Damage or destruction during the installation of FTSILL-OK-ITS of any government property by ODOT shall be promptly repaired or replaced by ODOT at ODOT's expense and to the satisfaction of Ft. Sill.

Parties shall comply with all federal, state, and local laws, ordinances, rules, and regulations applicable to the premises and the use thereof, including without limitation environmental, occupational, safety and health standards as well as Department of Defense, and Ft. Sill implementing directives and regulations.

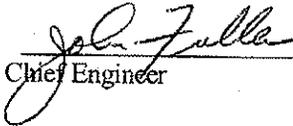
By execution of this MOA, it is the understanding that the parties enter into no joint venture, no partnership nor any agency relationship of any kind where the activities or representations of any such party shall bind or have any effect on another party. It is the understanding of the parties hereto that this MOA is nothing more than a good faith representation of what the parties hope to accomplish in this endeavor.

Signed in Oklahoma by:

Oklahoma Department of Transportation
200 NE 21st Street
Oklahoma City, Oklahoma 73105

By:

John Fuller
Deputy Director/ Chief Engineer



HQ USAG
ATTN: IMSW-SIL-RMM
Fort Sill, OK 73503-5000

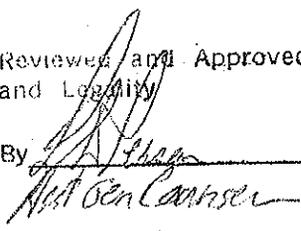
By:

Robert S. Bridgford
Colonel, U.S. Army
Garrison Commander



Reviewed and Approved as to Form
and Legality

By



Date:

8-7-07

08/06/07
Date

Attachment A

Cameras and Locations

Location	Web Camera	CCTV Camera
52nd st & Rogers Lane	2	1
Sheridan Gate	3	1
Ft. Sill Blvd Gate	3	1
Gate # 2	4	1
Key Gate	4	1
Apache Gate	2	1
Bald Ridge Antenna	0	1
Total	18	7