

DRAFT - MEMORANDUM OF AGREEMENT
BETWEEN
CENTER FOR SHARED SOLUTIONS AND TECHNOLOGY PARTNERSHIPS
AND
[Customer Name]

1. Parties

This Memorandum of Agreement (MOA) is entered into by and for the Center for Shared Solutions and Technology Partnerships (CSSTP) and [Customer Name].

The CSSTP is an office within the Michigan Department of Technology, Management & Budget (DTMB) charged with fostering technological collaboration across government by sharing resources to eliminate duplication of effort and reducing costs. The [Organization Name] is located within the boundaries of the State of Michigan. The CSSTP and the PSAP are hereinafter collectively referred to as “the parties.”

2. Background

The Michigan State Police (MSP) 9-1-1 Administration Section received funding through a joint National Highway Traffic Safety Administration (NHTSA) and National Telecommunication and Information Administration (NTIA) Ensuring Needed Help Arrives Near Callers Employing 9-1-1 (ENHANCE 9-1-1) grant, in September of 2009, to develop a statewide geographic information system (GIS) database repository for the 9-1-1 community. This statewide integrated GIS data repository will be a system to provide the replication capabilities for PSAPs to provide GIS 9-1-1 datasets into architecture that will integrate the datasets statewide and also receive data updates on a regular basis.

3. Purpose

The purpose of this MOA is to establish a mutual framework governing the respective organizational relationships, responsibilities, and activities between the parties. This agreement is for the utilization of GIS data for 9-1-1 and public safety purposes within a statewide 9-1-1 GIS repository developed by CSSTP (9-1-1 GIS Program).

4. Definitions

Third party: an organization or individual that is not a participant in the 9-1-1 GIS Program.

GIS datasets: geographic information systems data, spatial features and associated database tables that are stored within the 9-1-1 GIS repository.

Data originator: Author or business owner of the GIS dataset and information contained within the GIS dataset.

PSAP: Public Safety Answering Point.

5. Responsibilities of the Parties

The following paragraphs identify responsibilities of the parties involved:

a. CSSTP Responsibilities. CSSTP will provide **[Customer Name]**, in accordance with the purpose, terms, and conditions of this MOA and implementing arrangements, as appropriate, with the following:

- (1) Utilize its in-house technical and contract resources for the development of the statewide GIS 9-1-1 repository, which will include GIS datasets provided by **[Customer Name]**.
- (2) Provide interface and/or workflows to **[Customer Name]** for data uploads to statewide GIS 9-1-1 repository.
- (3) Provide training to **[Customer Name]** for data uploading.
- (4) Provide quality assurance checks and error detection reports to **[Customer Name]**.
- (5) Provide extract of regional dataset or statewide dataset to **[Customer Name]** for 9-1-1 systems.

b. The **[Customer Name]** will provide CSSTP, in accordance with the purpose, terms, and conditions of this MOA and implementing arrangements, as appropriate, with the following:

- (1) Provide GIS dataset updates, without fee or cost, to CSSTP through data uploading interface.
- (2) Provide error resolution to CSSTP with regard to error detection reports within XX hours of receiving the error detection report.

6. GIS data use.

[Customer Name] authorizes its 9-1-1 GIS data to be used by other PSAPs that are participating in the 9-1-1 GIS Program and who may request regional datasets to be used in their 9-1-1 systems.

In the event that a third party requests data, one of the following three scenarios will also apply:

- 1) If **[Customer Name]** receives a request for their own data, that request shall be subject to the **[Customer Name]** own Enhanced Access to Public Records policy. There is no need for the request to go through or be approved by DTMB/CSSTP.
- 2) In the event that CSSTP receives a request for the data included in the statewide 9-1-1 GIS repository, such requests will be honored pursuant to DTMB's Enhanced Access to Public Records Act policy 100.27 and associated fee schedule. As a result of any data requests that are honored in accordance with DTMB's Enhanced Access to Public Records Act policy 100.27 and fee schedule, CSSTP will pass

on applicable fees, pursuant to the [Customer Name]'s local Enhanced Access to Public Records policy.

- 3) If [Customer Name] receives a request for any data that they have downloaded from the statewide 9-1-1 GIS repository, they will provide the data according to the fees outlined by the CSSTP in the fee schedule for each 9-1-1 GIS Program participant. [Customer Name] shall then provide the collected fees to the CSSTP who shall then disperse the funds back to the respective -1-1 GIS Program participants from which the data came. [Customer Name] may also charge an administrative fee to disperse the data as outlined in their local Enhanced Access to Public Records policy.

[THIS LANGUAGE SHOULD ALSO BE IN THE POLICY] The parties agree to exercise all applicable exemptions available under the Freedom of Information Act to comply with the following restrictions to distribution of GIS datasets from the 9-1-1 repository:

- Emergency Service Zone, PSAP, Fire, Police and EMS boundaries will not be re-distributed to a third party.
- Only the addressing fields on road centerlines and site structure points will be provided to a third party.
- Any features that provide information about critical infrastructure or secure facilities will not be provided to a third party.

The data originator will be notified when any third party request is made for their data prior to release of the datasets.

In accordance with the Emergency 9-1-1 Service Enabling Act (Act 32 of 1986), any confidential information, name, address and telephone number information, provided to a 9-1-1 system by a service provider shall remain protected as outlined in the Act, in the event that this 9-1-1 system data is provided to the GIS repository. [1986 PA 32 is repealed as of December 31, 2014 by 2008 PA 379]

7. Amendment and Modification

This MOA may be amended or modified only by written, mutual agreement of the parties.

8. Termination

Either Party may terminate this MOA with sixty (60) days written notice for any.

Upon termination of this MOA, data provided to CSSTP under this MOA by [Customer Name] shall remain in the repository and but will no longer be updated. Remaining data shall be marked that it has not been updated as of the date of the last update prior to termination. [Customer Name] will no longer be eligible to receive data from the repository for use in their own systems except as a third party.

9. Dispute Resolution

In the event of a dispute between the parties, *[Customer Name]* and CSSTP agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute; prior to any formal action being taken, they shall refer it for resolution to a committee of three neutral 9-1-1 GIS Program participants or such other entity as agreed to by the parties.

10. Assignment

This MOA may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this MOA be assigned, delegated, or transferred, unless otherwise provided for in this MOA.

11. Effective Date

This agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until superseded, rescinded, or modified by written, mutual agreement of both parties.

12. Communications and Coordination Representatives

To provide for consistent and effective communication between the CSSTP and *[Customer Name]*, each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOA. The principal representatives for this MOA are listed below.

Eric Swanson
Center for Shared Solutions and Technology Partnerships (CSSTP)
Romney Building, 10th Floor
111 S. Capitol St.
Lansing, MI, 48933
Phone No. 517-373-9710
Fax No. 517-373-2939

[Customer Representative Name]

[Customer Title]

[Customer Mailing Address, City, State, Zip]

[Customer Telephone Number]

13. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the State of Michigan shall govern this MOA and all documents and actions pursuant to it.

ERIC SWANSON

DATE

Director

Center for Shared Solutions and Technology Partnerships (CSSTP)

Romney Building, 10th Floor

111 S. Capitol St.

Lansing, MI, 48933

[Customer Representative Name]

DATE

[Customer Representative Title]

[Customer Mailing Address, City, State, Zip]