Oklahoma 9-1-1 Management Authority GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA SHARING MEMORANDUM OF UNDERSTANDING

Between the
Oklahoma 9-1-1 Management Authority and
(Local Public Safety Answering Point)

This Memorandum of Understanding ("MOU") is between the Oklahoma 9-1-1 Management Authority (OK9-1-1MA) and an Oklahoma Local 9-1-1 Public Safety Answering Point (PSAP)]. NexGen 9-1-1 (NG9-1-1) requires standardized Geospatial Information System (GIS) data in order to route 9-1-1 calls. There is also a need for statewide GIS data that can be shared with neighboring 9-1-1 centers along with public safety and other responders that assist during disasters. Providing an avenue for public GIS providers to access quality GIS information is critical to the overall response to local, regional and State disasters.

I. DEFINITION

"GIS Data" means geographic information that is stored in layers and integrated with geographic software programs so that spatial information can be created, stored, manipulated, analyzed, and visualized.

II. EXECUTION of MOU

This document must be signed by a person or persons who are authorized to enter into binding agreements on behalf of the local 9-1-1 authority. Examples of authorized signatures for local 9-1-1 authorities are as follows:

- a. PSAPs: Board President or applicable Local Government Official
- b. City: Mayor, City Manager, or Town Administrator
- c. County: Chair of the Board of County Commissioners
- d. Tribe: Chief, Governor, or Principal Chairman
- e. Council of Government: Executive Director or Board Chair
- f. Fire District: District Chief
- g. Public Districts, Public Trusts and Public Authorities: Executive Director or Chair
- h. County Sheriff's Office or the Sheriff

III. PSAP RESPONSIBILITIES

The PSAP shall upload NG9-1-1 GIS data required for spatial routing of NG9-1-1 calls. These layers are to be validated prior to uploading and will be rejected if the GIS data does not conform to the State of Oklahoma Geographic Information NG9-1-1 and Addressing Standard. The PSAP or their authorized representative will provide the initial upload and will provide regular updates to maintain the GIS data's accuracy and currency. This GIS data will be uploaded to NG9-1-1 GIS State Repository via documented methods. This upload must contain the following mandatory fields as outlined in the Oklahoma NG911 and Data Standard layers and pass the NG911 data tool kit that is provided by the State. The seven (7) GIS data are:

Road Centerlines Address Points PSAP Boundary
ESB_Law Boundary ESB_EMS Boundary ESB_Fire Boundary

Provisioning Boundary

- a. The PSAP or its local GIS support function agree to work with the state's NG9-1-1 GIS data repository service provider to resolve identified GIS data issues, including data accuracy, completeness, and currentness, as quickly as possible. The PSAP further agrees to notify OK9-1-1MA or its fellow PSAP of any data issues as soon as possible.
- b. The PSAP agrees to work with neighboring PSAPS to ensure its data is both internally & externally topologically correct with no overlaps or gaps.
- c. The PSAP will continue to bear all costs related to the maintenance and upkeep of local

GIS data, including uploading to the State Repository.

d. The PSAP shall not upload or include any Personally Identifiable Information (i.e., homeowner names, phone numbers, call statistics, notes about properties, etc.).

IV. OK9-1-1MA RESPONSIBILITIES

- a. The OK9-1-1MA, or its service provider, will provide training, assistance, and the systems needed to receive this data initially and on an on-going basis. The State's service provider will also make available the tools that can be used to validate the GIS data at no cost to the PSAP or local government.
- b. The OK9-1-1MA or service provider will maintain a repository of NG9-1-1 GIS for all PSAP's in the State and make the data available to other PSAP's through the repository.
- c. The OK9-1-1MA considers all data uploaded to the repository as public information and will release the data publicly or by request.
- d. The OK9-1-1MA shall notify the PSAP of any reported data issues for resolution as soon as possible.
- e. The OK91-1-MA will bear all costs related to the maintenance of the GIS data repository and data validation tool set.

V. DISCLAIMER

EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL DATA AND DATA ACCESS IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY. NO PARTY GUARANTEES THAT DATA WILL BE ERROR FREE, NOR DOES EITHER OF THE PARTIES GUARANTEE THE ACCURACY, COMPLETENESS, OR CURRENTNESS OF THE DATA PROVIDED IN THE STATE'S GIS DATA REPOSITORY. ALL PARTIES FURTHER DISCLAIM ALL IMPLIED AND EXPRESS WARRANTIES, CONDITIONS, AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM THE COURSE OF DEALING, OR OTHERWISE INCLUDING, WITHOUT LIMITATION, TERMS AS TO QUALITY, MERCHANTABILITY, AND FITNESS FOR PURPOSE.

VI. TERM and TERMINATION of MOU

This agreement will continue in effect until June 30, 20<u>25</u>, and shall renew for succeeding one (1) year periods automatically on July 1, 20<u>26</u>. Either party may notify the other party of its intent to terminate the MOU at least ninety (90) days in advance of a desired termination date.

VII. GOVERNING LAW

The Constitution, statutes, administrative rules, directives, procedures, and case law of the State of Oklahoma shall govern this Memorandum of Understanding.

VIII. MODIFICATIONS

Any modifications, amendments or changes to this MOU shall be agreed to by the Parties in writing.

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This MOU may be executed in any number of counterparts. The executed copies will together form a single MOU.

X. <u>EFFECTIVE DATE</u>

This MOU shall become effective on 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.

XI. COMMUNICATIONS and POINTS of CONTACT

Each party shall appoint a principal representative to serve as its central point of contact on matters relating to this MOU. The principal representatives for this MOU are provided below:

Title Address
Address
Dhara
Phone
Email
For the