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Memorandum of Agreement for Assembling and Compiling Geographic Information System (GIS) Data for the State of Missouri

I. Purpose

This Memorandum of Agreement (“MOA”) is between the Missouri Chief Information Officer (“CIO-MO”), acting on behalf of State of Missouri, and the Participating Organization signing the agreement below. This MOA defines and establishes the procedures for developing a common standardized emergency management geospatial dataset (“the Missouri Emergency Resource Geographic Information System (MERGIS)”) for the state. This agreement is effective as of the date on which this agreement has been executed by both CIO-MO and the participating organization signing the agreement below.

WHEREAS, the Geographic Information Officer (GIO) of Missouri was created to advise the Chief Information Officer and other State Agencies regarding issues pertaining to sharing and coordinating geographic information; and

WHEREAS, one of the primary missions of GIO is to develop and foster regional and local data partnerships such as the one presented herein; and

WHEREAS, the GIS Subcommittee of the Homeland Security Advisory Council (HSAC) is assembling a geospatial database for homeland security that will support the Missouri Emergency Resource Information System (MERIS) in providing a common operating picture that would be available and accessible during all phases of emergency preparedness and response; and

WHEREAS, this standardized statewide emergency management geospatial dataset is a key component of such a common operating picture; and

WHEREAS, such a statewide data set would also greatly benefit other state planning efforts in the areas of transportation, community development, economic development and the environment; and

WHEREAS, the information technology infrastructure required to house a standardized statewide emergency management geospatial dataset is installed and running at the State Emergency Management Agency;

NOW THEREFORE, it is agreed to define and establish MERGIS, its ownership and the conditions under which it may be used, as follows:

II. Definitions

Participating Organizations – Participating organizations are local governments or private sector companies or groups across the State of Missouri who choose to provide geographic data under the terms of this agreement. A list of the Participating Organizations at the time this contract is executed is provided in Attachment B.

III. Geographic Information Officer-MO Responsibilities

GIO GIS staff, under the direction of the Chief Information Officer of the State of Missouri, will:

1. Collect geospatial dataset layers from Participating Organizations, where the data is available. The initial target set of layers is shown in Attachment A.
2. Maintain the MERGIS in a secure environment at the State Emergency Management Agency, and a back-up at the Center for Geospatial Intelligence.
3. Acknowledge that pursuant to this Agreement it obtains only the right to use the data and that no right, title, or interest, in or to any copyrights, trademarks, or other proprietary rights relating to the data that is transferred or licensed from the Participating Organizations to CIO-MO.
4. Catalog the layers collected and publish this catalog to all Participating Organizations.
5. Educate users on the availability and restrictions associated with this dataset.
6. Act as data custodian, and, when necessary, through coordination with Chief Information Officer, Missouri GIS Advisory Committee, and HSAC GIS Subcommittee, hire outside assistance for database and IT support.
7. Recommend to Missouri GIS Advisory Committee and HSAC GIS Subcommittee when it might benefit the State, its residents and/or member local governments to expand the data available in MERGIS. Such an expansion would take place only with the concurrence of the MGISAC and the HSAC GIS Subcommittee, as well as the Participating Organizations as specified in Section V below.
8. Deliver quarterly reports at the MGISAC and HSAC meetings on the status, and use of the MERGIS.

IV. Participant Responsibilities

Each Participating Organization will:

1. Provide CIO-MO properly documented (to Federal Geographic Data Committee (FGDC) metadata standards) layers identified and marked with a check in Attachment A
2. Designate a point of contact to assist data delivery from the Participating Organization to CIO-MO. (See Attachment A.)
3. Provide updates to datasets provided to CIO-MO on a mutually agreed upon schedule (quarterly, semiannual, annual).

V. Use and Distribution of Data Provided

Each Participating Organization agrees to allow:

1. CIO-MO to use the organization's non-public contributions to the MERGIS for efforts associated with the State's law enforcement, disaster, and emergency response missions; all data noted as public can be used for other State purposes.
2. CIO-MO to provide its contractors temporary access to portions of the MERGIS, so long as the contractors sign an agreement that the data is to be used only to satisfy their contract with CIO-MO and that they will destroy the data once the contract is completed or terminated.

3. CIO-MO to provide data from the MERGIS to State and Federal emergency management agencies during natural and man-made disaster events.
4. The MERGIS to be housed on the State Emergency Management Agency GIS Server, as well as at the Center for Geospatial Intelligence.
5. The MERGIS to be served from the State Emergency Management Agency GIS server within law enforcement, homeland security, and emergency management applications.
6. If the data layers provided are noted by the Participating Organization to be utilized or served in the public domain through the State of Missouri's geospatial clearinghouse, Missouri Spatial Data Information Service (MSDIS), as a project deliverable – said layers will be enumerated on an addendum and agreed upon by both parties.

CIO-MO agrees:

1. To not license or distribute the MERGIS to any organization or persons other than as explicitly provided above.
2. Notify the originating Participating Organization of any requests for their data from the MERGIS and attempt to refer such requests to the Participating Organization.
3. To make exceptions to the above only if authorized in writing to do so by the originating Participating Organization.
4. To abide by the Missouri Sunshine Law as it pertains to the dissemination of GIS data.

VI. Additions to the Missouri Geospatial Dataset

Each Participating Organization:

1. Understands that the data listed in Appendix A is an initial dataset, and that the MERGIS may expand through time to include additional data layers.
2. Agrees that any future additions to the MERGIS will be determined by the Geographic Information Officer, MGISAC, HSAC GIS Subcommittee, or the Participating Organizations, and will be executed through addendums to Attachment A of this agreement.
3. Agrees that datasets so added to this Agreement fall under the same contractual obligations as the initial data set described above.

CIO-MO agrees to:

1. Update and regenerate the catalog of layers contained within the MERGIS with each addition to the dataset.
2. Manage the use of and access to the additions to the MERGIS in exactly the same manner as the initial data set as described above.

VII. Statement of No Liability

The MERGIS is provided “as is” without warranty of any kind either expressed or implied. CIO-MO and the Participating Organizations do not warrant, guarantee, or make any representations regarding the use of or results from the use of the data in terms of correctness, accuracy, reliability, completeness, fitness for a particular purpose, or otherwise. CIO-MO and the Participating Organizations shall not be liable for any loss or injury arising out of or caused in whole or in part by the acts or omissions of CIO-MO or the Participating Organizations, their personnel, or their sources of information whether negligent or otherwise. In no event shall CIO-MO or the Participating Organizations be liable for any special, indirect, punitive, or consequential damages with respect to this Agreement or the data provided hereunder.

VIII. Period of Agreement, Revision, and Early Termination.

With respect to each Participating Organization, this Memorandum Of Agreement will remain in effect until terminated by CIO-MO or the Participating Organization by providing 30 days prior written notice.

Any party to this MOA may offer amendments to this MOA. All proposed amendments must be in writing and must be approved by both the Participating Organization and the Chief Information Officer before becoming a part of this MOA.

Any Participating Organization may terminate their participation in this MOA by giving CIO-MO thirty (30) days prior written notice. If a Participating Organization terminates their participation, CIO-MO agrees to cease use of the portion of the MERGIS provided by the terminating organization, and to erase its data from the State Emergency Management Agency Server and any back-up or development servers at the Center for Geospatial Intelligence.

IX. General

Neither party may assign or transfer this MOA without the prior written consent of the other party. This MOA may be amended only upon the parties' mutual written consent.

X. Entire Agreement

This MOA cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

XI. Counterparts

This MOA may be executed in any number of counterparts, each of which is deemed to be an original and all of which constitute one agreement that is binding upon all of the parties hereto, notwithstanding that all parties are not signatories to the same counterpart.

XII. Legal Authority

WITNESS the following signature of the parties by their duly authorized representative:

The parties represent that they have the authority to enter into this Agreement. This Agreement shall apply to, and be binding upon, the parties hereto, their agents, employees, successors and assignees, all persons acting under, through, or for them, any matter affected by the terms of this Agreement.

This Agreement shall become effective immediately upon the execution by all parties, and shall terminate upon the mutual agreement of the parties.

PARTICIPATING ORGANIZATION:

CIO-MO:

Date: _____

Date: _____

Name: _____

Name: _____

Title: _____

Title: _____

Agency/Group: _____

Agency/Group: _____

Signature: _____

Signature: _____

Attachment A

**Sample Addendum:
Data Layers Being Made Available Under Data Sharing Agreement Between
_____ and the Chief Information
Officer, State of Missouri.**

Data Available Under this Agreement

Please check the box next to each dataset your jurisdiction will provide. By checking these boxes you are indicating your organization has this data and is willing to provide it under this agreement.

	Public Distribution	Not Public Distribution
Base		
<input type="checkbox"/> Parcels		
Attributes		
<input type="radio"/> Parcel identification number		
<input type="radio"/> Full situs address		
<input type="radio"/> Assessed building value		
<input type="radio"/> Assessed land value		
<input type="radio"/> Assessed total value		
<input type="radio"/> Land use		
<input type="radio"/> Square feet		
<input type="radio"/> Number of units (if residential)		
<input type="radio"/> Year structure built		
<input type="radio"/> Other		
<input type="radio"/> Other		

	Public Distribution	Not Public Distribution
<input type="checkbox"/> Address Points		
Attributes		
<input type="radio"/> Street number		
<input type="radio"/> Street prefix		
<input type="radio"/> Street name		
<input type="radio"/> Street suffix		
<input type="radio"/> City		
<input type="radio"/> ZIP code		
<input type="radio"/> Other		
<input type="radio"/> Other		

Public Distribution	Not Public Distribution
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Utilities

- Waterlines
- Sewers
- Electric
- Gas
- Power generation plants
- Sewage treatment facilities
- Water treatment facilities
- Other
- Other

Public Distribution	Not Public Distribution
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Hydrology \ Flood \ Storm water

- Streams
- Lakes
- Dams
- Floodplain
- Flash flood areas
- Storm sewers
- Watersheds
- Other
- Other

Public Distribution	Not Public Distribution
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Elevation \ Topography

- DEMs/DTMs
- Contours
- Other
- Other

Point of Contact for Data:

Name: _____

Title: _____

Dept: _____

Phone: _____

Email: _____