

Memorandum of Agreement
for
Ohio's Location Based Response System (LBRS)

THIS MEMORANDUM OF AGREEMENT (MOA) is made this ___ day of _____, 200___, by and between the State of Ohio Office of Information Technology (OIT), through the Ohio Geographically Referenced Information Program Office (hereinafter OGRIP), whose principal place of business is 77 South High Street, Riffe Center, 19th Floor, Columbus, Ohio 43215, and the County of _____ (hereinafter County), having an office at _____.

PURPOSE

OGRIP and the County desire to develop a system that uses and maintains a shared GIS database to support governmental activities of their respective jurisdictions. It is in the joint interest of OGRIP and the County to combine monetary and human resources, share common information, and agree upon relationships of mutual support to best achieve these ends.

The result of this MOA will be the release of funding by the state of Ohio to assist in creating a county level subsystem of the State's Location Based Response System (LBRS). The LBRS is conceived as a system of computers, hardware, software, communication networks, and data that creates an integrated, reliable street addressing solution with valid and verified address information. Each subsystem, and therefore the LBRS itself, will support locating street and structure addresses in their appropriate physical position. Each participating local government will maintain its portion, or subsystem, of the LBRS. State government's role will be to aggregate and preserve each county's subsystem and provide a portal through which spatial data can be conveniently provided to appropriate governmental (regional, state, and federal) groups, and potentially, the general public. The LBRS will be the initial manifestation of a shared spatial framework that will allow eventual integration of other geographically-referenced data, such as jurisdictional boundaries, taxing districts, school districts, etc.

This Memorandum of Agreement will provide part of the foundation needed to promote and provide the means to realize the sharing of geographic data among all levels of government.

Goal

OGRIP and the County through this MOA agree to coordinate their respective staff (including vendors) to help fulfill their own mission and responsibilities and further a vision of enhanced spatial data sharing. To that end, Ohio's Location Based Response System (LBRS) will be a multi-jurisdictional, collaboration yielding a statewide system of computers, hardware, software, communications networks, and data.

Implementation

OGRIP and the County may develop and exchange additional information, instructions, and operating procedures that the parties may deem necessary to implement this MOA. Such information, instructions, and procedures shall be subject to the approval of both parties.

The terms used in this Memorandum of Agreement are defined in Appendix A.

I. GENERAL TERMS and CONDITIONS

A) Nature of the Memorandum of Agreement

OGRIP and the County expressly acknowledge and agree that this MOA sets forth the terms and conditions governing the services to be delivered and performance of services to be rendered by the participants.

B) Agreement Approval

1. Participants shall cause this MOA to be executed first by the appropriate county officials.
2. The participants recognize the MOA is wholly executory and not fully executed and binding until and unless approved by OGRIP. If the Agreement exceeds \$49,999.99 in value, it shall also require the approval of the Office of Finance, Office of Budget and Management, and the Controlling Board.

C) Duration of Term and Termination

1) This MOA shall become effective on the date the MOA is fully executed by both parties after approval as specified in this document under *Signatures*. Subject to Sub-section E (Non-appropriation of Funds), the MOA shall remain in effect until such time as either party wishes to terminate it, or upon failure of the participants to comply with any of the terms and conditions of the agreement.

- A) Voluntary termination shall take effect upon one hundred twenty (120) days' written notice to the other party.
- B) Termination for cause shall take effect after either Party issues a notice of violation to the participant and such participant fails to cure the violation within thirty days of such notice. Within ten (10) days of the termination date, the Participant shall return all data completed through this project to date.

2) OGRIP agrees not to sell, disclose or make available any data obtained through this MOA (without seeking prior approval from the County) to any private organization unless required to do so by law.

3) Concerning the maintenance of the County subsystem, if a Primary Data Steward (definitions are in Appendix A) ceases to be a Participant, all Secondary Data Stewards provided by such Primary Data Steward shall continue to have the ability to use the Data in accordance with the terms and conditions of this MOA.

This MOA shall not be amended, modified, or altered except by a written instrument duly executed by both parties.

D) Consideration

OGRIP and the County shall share the costs of the development of a county-wide LBRS subsystem to support the State's Location Based Response System as previously defined under Purpose and further defined in Appendix A.

The State's total consideration for this effort will be \$_____.

E) Non-appropriation of Funds

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this contract, the State's obligations under this contract are terminated as of the date that the funding expires without further obligation of the State. In that event the county's obligations are also terminated.

As the current General Assembly cannot commit a future General Assembly to an expenditure, this contract will expire at the end of the biennium. At that time, the State may renew this contract by giving written notice to the county prior to June 30th. In no event shall any renewal period extend past June 30th of a given biennium.

F) Certification of Funds

None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Contract is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

G) Indemnity Relating to Third Parties

Each party shall be responsible for any and all claims due to that party's fault or negligence as permitted by Chapter 2743 of the Ohio Revised Code for the State, and for the County as permitted by Chapter 2744 of the Ohio Revised Code.

Neither party shall be responsible for any indirect or consequential damages even if that party has been advised or should have known of such damages.

H) Proposed Methodology

The County will provide the State with sufficient information regarding the development activities of the County's LBRS subsystem to permit the evaluation of the proposed methodology and to ensure its applicability to the State's LBRS. The State's approval of the County methodology will be required prior to the execution of this MOA.

1) Subcontracting

a). If County hires a contractor to develop the County's LBRS subsystem, the contractor will be required to comply with the Roles and Responsibilities detailed in Section Two of this MOA. Additionally, the County will provide the selected contractor's proposal to OGRIP for review and signoff for the development of the County's subsystem. If state funds are to be used to pay for some portion of the contractor's services, OGRIP shall evaluate the selected proposal and methodology to ensure its applicability to the State's LBRS prior to final contractor selection.

b) County shall give OGRIP immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against County by any contractor or subcontractor which may result in litigation related in any way to this MOA which may affect the performance of duties under this MOA.

I) Assignments

1. OGRIP agrees not to assign this MOA without prior notice to the County.
2. The County may not assign this MOA without the prior written consent of OGRIP.
3. All provisions contained in this MOA shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto to the same extent as if each such successor or assign were named a party hereto.

J) Entire MOA

These documents constitute the entire MOA between parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This MOA shall not be changed, modified, assigned or altered in any manner except by written instrument executed by authorized representatives of both parties and approved by the OGRIP Council.

The general terms and conditions for the contract are contained in the MOA. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

- 1) The LBRS Memorandum of Agreement (MOA), as amended;
- 2) The documents and materials incorporated by reference in the MOA;
- 3) The selected contractor's proposal, as amended, clarified, and accepted by the county and state; and
- 4) The documents and materials incorporated by reference in the selected contractor's proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

K) County Status

In no manner shall County or its employees be deemed employees of the State of Ohio, and, therefore, are not entitled to any of the benefits associated with such employment.

L) Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this MOA shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to OGRIP, addressed to OGRIP at its address set forth herein, and (ii) if to County, addressed to County at its address set forth herein. The Parties may specify any address in the US as its address for purpose of notices under this MOA by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purpose of this MOA.

M) Conflict of Interest

If during the term of the MOA County becomes aware of an actual or potential relationship which may be considered a conflict of interest, County shall notify OGRIP in writing immediately.

N) Severability

Should any provision of the MOA be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provisions; the balance of the MOA, if capable of performance, shall remain in full force and effect.

II. ROLES and RESPONSIBILITIES

1. County Spatial Management Structure – The County will have a management structure in place that will ensure the successful creation of the County LBRS subsystem. This structure will consist of representation of the County Auditor, County Commissioners, County Engineer and the designated (GIS Director or Coordinator) project manager for this effort. It is recommended that this management structure include the County E-911 coordinator, County EMA Director and the County Health Commissioner. It is imperative that this effort be Countywide and strong consideration will be given to the management structure and its representation to support this effort by OGRIP before proceeding with an MOA.
2. Communication and Coordination – OGRIP agrees to coordinate activities associated with the LBRS with the County and other State Agencies. The County will facilitate communication coordination between OGRIP's Project Manager and contractors, subcontractors and the County's project manager. County and OGRIP agree to designate a single representative who will act as the authorized liaison to all participants for the purpose of quality control, data acceptance, data sharing, notification, clearinghouse information and other communication as required. Each representative shall be listed by name, address, telephone, fax and e-mail address.
3. Data Development – The County agrees to be responsible for management and creation of roadway centerline data with address ranges and associated Federal Geographic Data Committee (FGDC)-compliant metadata (see Appendix A) as specified by the OGRIP Location Based Response System Data Specification, December 2004, revised to June 2005 (OGRIP LBRS Road Data Specification). This responsibility extends to supervision of all contractors, subcontractors, project management and oversight for the duration of this project. This could also include the conflation of existing spatial data where appropriate, and the inclusion of other relevant spatial data (best available), e.g., imagery, airport facilities, railroads, rivers and streams, cultural boundaries, etc. Centerlines will be developed in accordance with the specifications associated with the OGRIP LBRS Road Data Specification.
4. Additional Data Development Services – The County may choose to procure additional contractor services over and above this MOA. Payment for such additional services not outlined in this MOA shall remain the sole responsibility of the County.
5. Quality Assurance/Quality Control – The County agrees to be responsible for validation and verification of all data developed, including street names, site addresses and address ranges. Local knowledge will be needed to ensure that street names, aliases, and address ranges are complete, displayed correctly and in their appropriate spatial positions. OGRIP will perform quality control of the linkages defined in the specification. OGRIP will also validate connectivity and completeness across jurisdictional boundaries using available digital orthophoto imagery as a reference. Acceptance of final deliverables will not be complete until OGRIP formally accepts the submitted data.
6. Updates and Maintenance – The County will be responsible for the perpetual update and maintenance of the County's LBRS subsystem and spatial data assets. OGRIP will be responsible for the integration of the County's subsystem data into the state's Location

Based Response System (LBRS). The County agrees to be responsible for the administration, coordination and submission of maintenance and updates associated with the LBRS subsystem and related spatial data including the timely update and maintenance of the Ohio County GIS Profile survey. Both Parties will develop a mutually agreed upon schedule for the frequency of maintenance and update submission (including Metadata) to OGRIP for publishing to GIServOhio in a subsequent MOA.

7. LBRS Data Usage/Data Sharing - For consideration of the State's contribution toward the development of the County's LBRS subsystem, the County grants full access and ownership to all LBRS data generated for the County's subsystem to the State. The State, as owner of the spatial data obtained through this MOA, retains unlimited distribution rights to LBRS data in the Public Domain. If a request to the County is submitted by a state agency, the County will direct the state agency to OGRIP for release of data.
8. Population of GIServOhio – The state will publish and populate spatial data holdings and metadata obtained through this MOA to the GIServOhio portal. The County agrees that it will continue to furnish updates to GIServOhio.
9. County's Agent or Consultants – The County shall ensure in writing that any data transferred to or prepared by County's agent or consultant will be in the custody and control of the County and shall not alter the rights and obligations of the County as a Primary or Secondary Data Steward of the data. The County agrees to adhere to the criteria adopted by OGRIP regarding release of data to an agent or consultant.
10. Private Confidentiality – Both Parties agree not to disclose any data exempted from disclosure by applicable Federal and State law.
11. Disputes – When disputes arise among County and OGRIP, the OGRIP Council shall mediate such disputes.

SIGNATURES

This MOA will take effect immediately upon the signing of this document by the appropriate officials below:

STATE

Signature

Print Name

Title

Date

OGRIP

OGRIP Council Chair Date

OGRIP Council Representative Date

OGRIP Council Representative Date

OGRIP Council Representative Date

OGRIP Council Representative Date

COUNTY

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

Signature

Print Name

Title

Date

County Tax ID # _____

SIGNATURES

Additional County signatures (optional):

COUNTY

COUNTY

_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Title	_____	Title
_____	Date	_____	Date
_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Title	_____	Title
_____	Date	_____	Date
_____	Signature	_____	Signature
_____	Print Name	_____	Print Name
_____	Title	_____	Title
_____	Date	_____	Date

APPENDIX A – Definition of Terms

Address ranges are street numbers running from lowest to highest along a street or street segment. Address ranges are generally stored as fields in the attribute table of a street data layer and are used for geocoding.

Centerline is an imaginary or real line delineating the center of a linear feature. The centerline may be measured or derived from the real boundaries of the feature. In the context of this document, the centerline refers to the center of a road or street.

Clearinghouse is a virtual portal, hosted by the GIS Support Center, for spatial data, metadata and other information that promotes cooperation and collaboration among users in the GIS Community. See [GIServOhio](#).

Conflation refers to a set of procedures that aligns the features of two geographic data layers and then transfers the attributes of one to the other.

County Spatial Management (GIS Coordinating Committee) is the committee consisting of representatives of elected and appointed officials at the County that executes an MOA with the State for the joint development of spatial data. The core of this committee should consist of representatives from the offices of the Auditor, Commissioners, and Engineer. Additional representation may include Sheriff, Health Commissioner, City or Township Representatives, E-911 Coordinator, EMA Director, and others as deemed necessary by the committee.

Data – see Spatial Data.

Framework data as defined by the National Spatial Data Infrastructure (NSDI) include seven key data themes used to create GIS applications. These are geodetic control, orthoimagery, elevation, transportation, hydrography, governmental units and cadastral information. See NSDI.

Geographic Information System (GIS) is a computer-based tool for mapping and analyzing objects and events. It combines the power of a database with the visualization capabilities offered by maps. Typically, 80 – 90 % of stored local government records directly relate to a specific location, street address, or district. A GIS stores information about the world as a collection of thematic layers that can be referenced to one another by virtue of their location. GIS technology can integrate many corporate databases and provide the power to create maps, visualize scenarios, solve complicated problems, present powerful ideas, and develop effective solutions.

GIServOhio is a portal for state and local government to search, identify, retrieve and access geographic information or data as well as determine the usability of geographic data sets regardless of the state agency or participating local government in which they reside through a portal or clearinghouse. The means of displaying, distributing, and pointing to LBRS data will include a combination of the following:

Data publishing—making information available for download or transmission via storage media as a result of voice, mail, or email request

Clearinghouse—storing information for a particular geographic extent (e.g., a county) on a stand alone server from which users can download data sets

Data hosting—Internet or Intranet-based server system that covers the data from a given entity

Web services—permits a virtual connection to host servers simultaneously to gather and display data from diverse sources.

Location Based Response System (LBRS) County Subsystem consists of computers, hardware, software, communications networks and data used to create an integrated, high accuracy addressing network with valid and verified address information countywide that will allow for locating addresses in their appropriate physical location. State and local governments will jointly maintain LBRS subsystems to create a statewide Location Based Response System. The LBRS will be used to integrate other location-based data, such as jurisdictional boundaries, taxing districts, school districts, etc.

Metadata is data about the content, quality, condition and other characteristics of data. It provides an understanding of the purpose for collecting the spatial data thereby supporting the reliable use of spatial data.

National Spatial Data Infrastructure (NSDI) was developed by concerned professionals within the federal mapping establishment and other interested parties. It represents the technology, policies, standards and human resources necessary to acquire, process, store, distribute and improve utilization of spatial data. The NSDI is a framework through which organizations and technology interact to foster activities for using, managing and producing spatial/geographic data.

Ohio Geographically Referenced Information Program (OGRIP) is the authorized Geographic Information System (GIS) coordinating entity for the State of Ohio. It was created in response to the critical need for coordination in the development and use of digital spatial data. The OGRIP Council serves as a communication channel concerning geographic or location based information. The OGRIP Council has broad representation to facilitate information gathering about spatial data, spatial data initiatives and issues impacting the GIS community in Ohio.

Ohio Spatial Data Framework represents Ohio's variation of the NSDI. In 2000, the OGRIP Council approved the Ohio framework consisting of seven framework data layers - Geodetic Control/Monumentation, Imagery, Transportation, Hydrography, Cadastre, Cultural Boundaries and Metadata. Ohio must develop framework data layers to support the development of enterprise-wide applications and facilitate the exchange of timely data and relevant information among the three levels of government, academia, and the private sector. The development of statewide framework data layers will increase this interaction and collaboration by providing a common foundation on which to better share data. The ability to share data and produce relevant information in a timely manner will help policy makers make more informed decisions and react more quickly and effectively to unforeseen events.

The Location Based Response System (LBRS) is one of the first major components of Ohio's Spatial Data Framework Development. It is one of the six framework layers identified by the OGRIP Council and in the 2001 Spatial Data Management Cost Benefit Analysis as being critical to Ohio's future. The LBRS will enhance the State's ability to provide a coordinated response to requests for data to Local, State, and Federal agencies such as FEMA and the Office of Homeland Security.

Participant as used in this document means either a county or the state entity charged with promoting the exchange of spatial data in order to avoid redundant data capture and storage.

Primary Data Steward is a staff member, or duly authorized representative of a participant that developed as well as maintains the Spatial Data. Each collection of spatial data (database, file, layer, etc.) shall have a single Primary Data Steward.

Secondary Data Steward is a staff member, or duly authorized representative of a participant in possession of the Spatial Data acquired from the Primary Data Steward.

Spatial Data is information identifying the geographic location, shape and characteristics of natural or constructed features and boundaries and the relationship between them. The information may be derived from remote sensing, orthoimagery, mapping, survey technologies, etc. Spatial data is any data that can be mapped.

Standards are the criteria endorsed, adopted and/or revised by the OGRIP Council and Forum for GIS data, metadata (Framework Data Layers) or other items included in the development, dissemination and use of GIS. Standards referred to in this document include the OGRIP LBRS Road Data Specification, available at [ftp://ftp.geodata.gis.state.oh.us/pub/LBRS/Documents/LBRS Data Specification Version 2.0.pdf](ftp://ftp.geodata.gis.state.oh.us/pub/LBRS/Documents/LBRS%20Data%20Specification%20Version%202.0.pdf) and the FGDC metadata standard available at <ftp://ftp.geodata.gis.state.oh.us/pub/LBRS/Documents/FGDC-STD-001-1998.pdf>.

System as used in this document means a virtual shared data environment that promotes access by government entities, the public at large, and other legitimate users of location-related information.

Subsystem as used in this document means the discrete portion of the system for which data is developed by a participant (see also, LBRS Subsystem).

DRAFT