

## Mid-America Regional Council (MARC)

### POLICY GOVERNING THE USE OF DIGITAL DATA WITHIN THE REGIONAL 9-1-1 SYSTEM

Effective Date: September 26, 2018

#### I. INTRODUCTION

- A. *Purpose:* The purpose of this policy is to govern the use of digital map data provided by various sources and the integration of this data into the existing MARC 9-1-1 system.
- B. *Applicability:* The terms of this policy apply to all public providers, users and distributors of digital map data in the MARC 9-1-1 service area, including MARC and all of its departments and programs. This policy is administered by the Public Safety Communications Board.

#### II. DEFINITIONS

- A. "MARC" means the Mid-America Regional Council.
- B. "Public Safety Communications Board" means the policy board created by the Interlocal Cooperation Agreement signed by the MARC 9-1-1 System Users, or any subcommittee of the policy board.
- C. "MARC 9-1-1 Service Area" means the ten (10) county Kansas City metropolitan area comprised of Cass, Clay, Jackson, Platte and Ray Counties in Missouri and Douglas, Johnson, Leavenworth, Miami and Wyandotte Counties in Kansas.
- D. "MARC 9-1-1 System" means the network, data and customer premises equipment owned and operated by MARC and/or the MARC 9-1-1 System Users, which is used to provide 9-1-1 service to the public within the MARC 9-1-1 Service Area.
- E. "MARC 9-1-1 System Users" means the governmental entities within the MARC 9-1-1 Service Area that are entitled to use the 9-1-1 System Data and/or that provide data to MARC for integration into the 9-1-1 System Data.
- F. "9-1-1 System Data" means the data acquired and/or developed by MARC for use in connection with the MARC 9-1-1 System, including any modifications to data submitted for consideration to be integrated therein.
- G. "Revised Data" means any and all data and other information provided by the MARC 9-1-1 System Users to MARC for integration into the 9-1-1 System Data.

- H. "Maintenance Provider" means the vendor or agency selected by MARC to maintain certain parts of data within the 9-1-1 System.

### III. OWNERSHIP AND USE OF 9-1-1 SYSTEM DATA

- A. *Ownership of 9-1-1 System Data.* MARC shall be the exclusive owner of all rights, titles and interest in and to the 9-1-1 System Data
- B. *Ownership of Revised Data.* It is understood that the MARC 9-1-1 System Users may provide Revised Data to MARC for integration into the 9-1-1 System Data. Ownership of any individually identifiable Revised Data will remain with the MARC 9-1-1 System User that provided such Revised Data to MARC. It is understood that MARC will have the perpetual right to use the Revised Data in conjunction with the 9-1-1 System Data, even after termination of this policy in accordance with Paragraph VI(B) below.
- C. *Limited Use of 9-1-1 System Data.* The 9-1-1 System Data is intended for use only by MARC and the MARC 9-1-1 System Users pursuant to the terms of this policy. MARC and the MARC 9-1-1 System Users are allowed to use the 9-1-1 System Data for internal government purposes only. MARC and the MARC 9-1-1 System Users may not sell or make available for download the digital data within the 9-1-1 System to the general public or a third party (including other governmental entities, for-profit and private entities). Any requests for a copy of or access to the 9-1-1 System Data should be referred to the MARC 9-1-1 Data Manager.
- D. *Use of Revised Data.* MARC will use the Revised Data provided by the MARC 9-1-1 System Users only for the purpose of integration into the 9-1-1 System Data and/or distribution to other governmental entities. MARC will not sell or otherwise distribute any Revised Data to for-profit or private entities without the prior written consent of the MARC 9-1-1 System User that provided such Revised Data to MARC.
- E. *Costs of 9-1-1 System Data.* The costs associated with the acquisition and maintenance of the 9-1-1 System Data (including integration of the Revised Data into the 9-1-1 System Data) are the responsibility of the Public Safety Communications Board (with contributions from the individual counties within the MARC 9-1-1 Service Area). There are no fees or charges to MARC 9-1-1 System Users for use of the 9-1-1 System Data.

### IV. MAINTENANCE OF 9-1-1 SYSTEM DATA

- A. *Maintenance Provider.* Maintenance of the 9-1-1 System Data will be under the administrative control of the MARC 9-1-1 Data Manager. The Public Safety Communications Board will utilize a Maintenance Provider to maintain the 9-1-1 System Data. The Maintenance Provider will only use the 9-1-1 System Data for the purpose of integrating the Revised Data into the 9-1-1 System Data for distribution to the MARC 9-1-1 System Users.

- B. *Provision of Revised Data.* The MARC 9-1-1 System Users may provide Revised Data or suggested revisions to 9-1-1 System Data to MARC or the Maintenance Provider via e-mail or a secure electronic format. All Revised Data or suggested revisions received will be assigned a tracking number and will be forwarded immediately to the Maintenance Provider. The MARC 9-1-1 Data Manager and staff will ensure any necessary modifications to the MSAG resulting from the Revised Data provided, will be completed.
- C. *Maintenance Services.* The 9-1-1 System Data will be hosted on a secure server at the facilities of the Maintenance Provider. The Maintenance Provider will perform quality assurance checks on the Revised Data and will correct map errors that become evident based on the integration of the Revised Data into the 9-1-1 System Data. The Maintenance Provider is obligated to investigate and correct map errors that are reported to MARC by personnel providing 9-1-1 service to the public, and may periodically contact representatives of the MARC 9-1-1 System Users with questions or concerns relating to such map errors. Revised Data that is submitted to the Maintenance Provider will be reviewed and implemented into the 9-1-1 System Data within seven days of receipt from the supplier.
- D. *Distribution of 9-1-1 System Data.* MARC and the MARC 9-1-1 System Users will have access to a current version of the 9-1-1 System Data upon request. The Maintenance Provider will provide the necessary technical environment for MARC and the MARC 9-1-1 System Users to download a copy of the most current version of the 9-1-1 System Data via online.
- E. *Misc. System Data.* It is understood that other data used within the 9-1-1 System will not be provided to the MARC 9-1-1 System Users or to any other requester without the approval of the 911 Data Manager. Examples of miscellaneous data include cell tower and wireless sector coverage information, pipeline data and call data. Pursuant to non-disclosure policies, such miscellaneous data is for use only by public safety answering points (PSAP's).

## V. **WARRANTIES AND INDEMNIFICATION**

- A. *Warranty.* Each of the MARC 9-1-1 System Users warrants that it has the right to provide the Revised Data to MARC, and that it has the right to grant MARC a license to use the Revised Data and integrate the same into the 9-1-1 System Data. Each MARC 9-1-1 System User will use its best efforts to assure that any Revised Data provided to MARC is accurate.
- B. *Disclaimer of Warranties.* MARC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SUITABILITY, RELIABILITY, COMPLETENESS, AVAILABILITY, TIMELINESS, OR ACCURACY OF THE 9-1-1 SYSTEM DATA. THE 9-1-1 SYSTEM DATA IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. MARC DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF PERFORMANCE, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE 9-1-1 SYSTEM DATA.
- C. *Indemnification.* Each of the MARC 9-1-1 System Users agrees to indemnify and hold MARC, and its officers, agents, partners and employees, harmless from any claim or demand,

including reasonable attorneys' fees, arising out of its access to or use of the 9-1-1 System Data.

**VI. TERM AND TERMINATION**

- A. *Term.* This policy will remain in effect, unless terminated as provided in Paragraph VI(B) below. The Public Safety Communications Board may modify this policy at any time in accordance with their normal operating practices.
  
- B. *Termination.* The Public Safety Communications Board reserves the right to terminate this policy at any time without cause upon thirty (30) days written notice to any one or more of the MARC 9-1-1 System Users. Upon termination, the MARC 9-1-1 System User(s) will cease use of the 9-1-1 System Data and will return to the Public Safety Communications Board all copies and/or versions of the 9-1-1 System Data in its possession, custody or control.