

Mid-America Regional Council (MARC)

POLICY GOVERNING INTEGRATION OF DIGITAL MAP DATA INTO EXISTING MARC 9-1-1 SYSTEM

Effective Date: May 28, 2002

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 MARC 9-1-1 Coordinating Committee.

II. DEFINITIONS

- A. "MARC" means the Mid-America Regional Council.
- B. "MARC 9-1-1 Coordinating Committee" 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 eight (8) county Kansas City metropolitan area composed of Cass, Clay, Jackson, Platte and Ray Counties in Missouri and Johnson, Leavenworth and Wyandotte Counties in Kansas.
- D. "MARC 9-1-1 System" means the network, database 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 MARC Database and/or that provide Update Data to MARC for integration into the MARC Database.
- F. "MARC Database" means the database acquired and/or developed by MARC for use in connection with the MARC 9-1-1 System, including all Update Data integrated therein.
- G. "Update Data" means all digital map data and other information provided by the MARC 9-1-1 System Users to MARC for integration into the MARC Database.
- H. "Maintenance Provider" means the vendor selected by MARC to maintain the MARC Database.

III. OWNERSHIP AND USE OF MARC DATABASE AND UPDATE DATA

- A. *Ownership of MARC Database.* MARC shall be the exclusive owner of all right, title and interest in and to the MARC Database (inclusive of any and all Update Data integrated therein).
- B. *Ownership of Update Data.* It is understood that the MARC 9-1-1 System Users will provide Update Data to MARC on a periodic basis for integration into the MARC Database. Ownership of any individually identifiable Update Data will remain with the MARC 9-1-1 System User that provided such Update Data to MARC. It is understood that MARC will have the perpetual right to use the Update Data in conjunction with the MARC Database, even after termination of this policy in accordance with Paragraph VI(C) below.
- C. *Limited Use of MARC Database.* The MARC Database 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 entitled to use the MARC Database for internal government purposes only. In addition, the MARC 9-1-1 System Users are entitled to sell or otherwise distribute printed paper maps generated from the MARC Database to the public. However, MARC and the MARC 9-1-1 System Users may not sell or otherwise distribute the MARC Database to a third party (including other governmental entities, for-profit and private entities) without the prior written consent of the MARC 9-1-1 Coordinating Committee. Any requests for a copy of or access to the MARC Database from a third party should be referred to the MARC 9-1-1 Coordinating Committee.
- D. *Limited Use of Update Data.* MARC will use the Update Data provided by the MARC 9-1-1 System Users only for the purpose of integration into the MARC Database and/or distribution to other governmental entities. MARC will not sell or otherwise distribute any Update Data to for-profit or private entities without the prior written consent of the MARC 9-1-1 System User that provided such Update Data to MARC.
- E. *Costs of MARC Database.* The costs associated with the acquisition and maintenance of the MARC Database (including integration of the Update Data into the MARC Database) are the responsibility of the MARC 9-1-1 Coordinating Committee (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 MARC Database.

IV. MAINTENANCE OF MARC DATABASE

- A. *Maintenance Provider.* Maintenance of the MARC Database will be under the administrative control of the MARC 9-1-1 Coordinating Committee. It is anticipated that the MARC 9-1-1 Coordinating Committee will utilize a Maintenance Provider to maintain the MARC Database. The Maintenance Provider will only use the MARC Database for the purpose of integrating the Update Data into the MARC Database for distribution to the MARC 9-1-1 System Users.
- B. *Provision of Update Data.* The MARC 9-1-1 System Users may provide Update Data to MARC via e-mail, fax, special delivery or regular mail. All Update Data received will be assigned a MARC tracking number and will be forwarded immediately to the Maintenance Provider. MARC will complete necessary MSAG modifications.

- C. *Maintenance Services.* The MARC Database will be hosted on a separate server at the facilities of the Maintenance Provider. The Maintenance Provider will be obligated to integrate the Update Data into the MARC Database within seven days of receipt from MARC. The Maintenance Provider will also be obligated to perform quality assurance checks on the Update Data and will correct map errors that become evident based on the integration of the Update Data into the MARC Database. The Maintenance Provider will also be 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. In addition, the Maintenance Provider will be obligated to provide reports to MARC relative to any map errors discovered and/or reported and the correction of the same.
- D. *Distribution of MARC Database.* MARC and the MARC 9-1-1 System Users will be entitled to receive a copy of the most current version of the MARC Database on a periodic basis. The Maintenance Provider will provide the necessary software for MARC and the MARC 9-1-1 System Users to download a copy of the most current version of the MARC Database via a high-speed Internet link. This software will run automatically and will not require manual intervention during the download process.
- E. *Wireless Data.* It is understood that the versions of the MARC Database provided to the MARC 9-1-1 System Users and to MARC's Research Services Department will not include wireless data, including cell tower and sector coverage information. Pursuant to non-disclosure policies, such wireless 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 Update Data to MARC, and that it has the right to grant MARC a license to use the Update Data and integrate the same into the MARC Database. Each MARC 9-1-1 System User will use its best efforts to assure that any Update 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 MARC DATABASE. THE MARC DATABASE 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 MARC DATABASE.
- 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 MARC Database.

VI. TERM AND TERMINATION

- A. *Term.* This policy will remain in effect, unless terminated as provided in Paragraph VI(B) below. The MARC 9-1-1 Coordinating Committee may modify this policy at any time in accordance with their normal operating practices.

- B. *Termination.* The MARC 9-1-1 Coordinating Committee 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 MARC Database and will return to the MARC 9-1-1 Coordinating Committee all copies and/or versions of the MARC Database in its possession, custody or control.