**MEMORANDUM OF UNDERSTANDING (MOU)**

**Between**

**Mid America Regional Council consisting of the Missouri Counties of Jackson, Platte, Clay, Cass as well as Kansas City Missouri and the Kansas Counties of Johnson, Leavenworth, and Wyandotte**

**And**

**Missouri State Emergency Management Agency**

This is an agreement between Mid America Regional Council, hereinafter called MARC and the Missouri State Emergency Management Agency, hereinafter called SEMA.

1. **PURPOSE & SCOPE**

The purpose of this MOU is to identify clearly the roles and responsibilities of each party as they relate to jurisdictions in the MARC region that currently use separate WebEOC systems to manage local incidents and how they can share information among one another and the SEMA.

In particular, this MOU is intended to codify the terms of fusion between WebEOC systems used in the MARC region with those operated by SEMA.

1. **Definitions**

WebEOC: A web-based crisis information management system acting as a virtual Emergency Operations Center (EOC). WebEOC provides a frame, with customization and control available to individual license holders.

Board: A specific visual unit within WebEOC designed to capture and display specific data.

Fusion: A feature that allows separate instances of WebEOC to connect and share data via selected boards.

Position: A title and associated permissions assigned to individual users. Positions control access to and add to the security of the system.

Publish: The act of sharing a specific board via Fusion. The publisher maintains ownership and the ability to edit the board.

Subscribe: The act of receiving and assigning out a specific board via Fusion. Subscribers do not own or have editing rights to the board.

1. **BACKGROUND**

WebEOC has been in use in the MARC area to allow EOCs to manage incidents and provide a common operating picture so that limited resources can be allocated in the most efficient means possible. Jurisdictions that make up the MARC region have purchased their WebEOC licenses separately from the State of Missouri/SEMA.

SEMA has invested heavily in WebEOC including a Fusion capability which facilitates the sharing of information between WebEOC systems owned by other jurisdictions. Many local jurisdictions operate under SEMAs WebEOC license.

Some jurisdictions in the MARC area continue to retain their own WebEOC licenses, because of a high degree of customization, while others have joined the state system. The lack of connection between these systems makes a bi-state common operating system impossible for the MARC region. Missouri’s ability to adequately monitor and support incidents in the MARC area is also limited.

1. **GENERAL UNDERSTANDINGS**

All parties agree to the following:

1. Data shared via fusion is duplicated and will reside on all servers accessing the information.
2. All requests for information will be directed to the records originating agency.
3. The agency of the originator assumes all responsibilities associated with Freedom of Information Act (FOIA) and Sunshine Law requests. Any other agency that receives a request shall refer the requestor to the originating agency and notify that agency.
4. The originating agency’s existing rules related to FOIA and Sunshine Laws will be maintained for data shared in fusion.
5. The owner or the server on which the data originates maintains ownership of the data and all associated responsibilities.
6. Information shared via fusion will not be publically shared without written consent of the originating agency leadership or a delegate.
7. **MARC RESPONSIBILITIES UNDER THS MOU**
8. Agencies in the MARC area retaining a separate license of WebEOC:
9. Agree to post information from their own WebEOC copy to the KC Metro Key Events Board on the MARC regional server understanding that the information on the Key Events Board will be shared through Fusion and with subscribers as determined by the regional WebEOC committee.
10. Understand that the Key Events Board (and other published boards) will be accessible to other jurisdictions in the MARC area and these agencies will be able to view the information posted.
11. Enable IT connections to allow the sharing of the specific regional board(s) through WebEOC Fusion. IP addresses and logins will be provided to the State of Missouri for this purpose. Any firewall or other operational issues will be worked collectively by the IT staff at both the local connecting jurisdiction and the State of Missouri.
12. Authorize the State of Missouri (SEMA) to share specific boards as defined in subsequent MOUs.
13. Agree to share and maintain correct access to specific Missouri boards as defined in subsequent MOUs.
14. Will designate a point of contact from their agency to act as primary liaison for matters pertaining to Fusion set-up and board sharing (publishing and subscribing)
15. Agree to incorporate the use and impacts of Fusion into end user training delivered by individual license holders or their delegates.
16. Agencies in the MARC area utilizing the state of Missouri’s WebEOC system:
17. Understand that their information posted on the state of Missouri WebEOC system can be shared with other jurisdictions in the MARC region and will be potentially accessible (able to be viewed) by the other jurisdictions in the MARC region.
18. Agree that all individual Kansas Counties that are connected via fusion to the Missouri server are bound by the requirements of this MOU.
19. Will designate a point of contact from their agency to act as primary liaison for matters pertaining to this MOU.
20. **SEMA RESPONSIBILITIES UNDER THIS MOU**

SEMA shall:

1. Agree to make Fusion available to Missouri jurisdictions in the bi-state area that are maintaining their own WebEOC licenses.
2. Agree to allow for linking by other WebEOC servers thereby allowing them to subscribe to any boards published by the MARC region.
3. Agrees to designate a liaison for the purposes of executing and maintaining this agreement.
4. Shall facilitate the initial Fusion connection with the Missouri instance and MARC license holders, IT connections to allow the sharing of the specific regional board(s) through the State of Missouri copy of WebEOC Fusion. IP addresses and logins for this initial connection will be provided to the State of Missouri. Any firewall or other operational issues will be worked cooperatively by the IT staff at both the local connection jurisdiction and the State.
5. **TERMINATION AND MODIFICATION OF THIS MOU**

It is mutually understood and agreed by and between the parties that:

1. This MOU and all contracts entered into under its agreements and provisions shall be binding upon the signatories of this MOU.
2. Any proposed modifications to this MOU must be submitted to all parties not less than sixty (60) days prior to agreement and signature of a new MOU.
3. Any party wishing to terminate the agreements set forth in this MOU must do so in writing to all participating parties no later than ninety (90) days prior to the effective date of such termination.
4. If the State of Missouri discontinues the contract with the vendor (Intermedix) this MOU is voided.
5. **EFFECTIVE DATE AND SIGNATURE**
6. This MOU shall be in effect upon the signature of all parties authorized officials. It shall be in force from May 1, 2015 to April 30, 2020.
7. All parties indicate agreement with this MOU by their signatures.

Authorities:

MEMC WebEOC Committee

SEMA WebEOC Administrator

SEMA Director

MEMC Chair

IN WITNESS WHEREOF: the parties hereto have caused this MOU to be signed by their authorized officers on the day and year first above written. The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one agreement.

Kansas City Title Date

IN WITNESS WHEREOF: the parties hereto have caused this MOU to be signed by their authorized officers on the day and year first above written. The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one agreement.

Jackson Title Date

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Clay Title Date

IN WITNESS WHEREOF: the parties hereto have caused this MOU to be signed by their authorized officers on the day and year first above written. The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one agreement.

Cass Title Date

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Platte Title Date

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Johnson Title Date

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Wyandotte Title Date

IN WITNESS WHEREOF: the parties hereto have caused this MOU to be signed by their authorized officers on the day and year first above written. The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one agreement.

Leavenworth Title Date

IN WITNESS WHEREOF: the parties hereto have caused this MOU to be signed by their authorized officers on the day and year first above written. The parties may execute this MOU in counterparts, each of which is deemed an original and all of which constitute only one agreement.

MARC Title Date

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State of Missouri Title Date