Memorandum of Understanding (MOU) between

MIFFLIN TOWNSHIP
(d.b.a. Metropolitan Emergency Communication Center)

&

The **City Of Gahanna**, **Ohio**

for

Next Generation 911 Service and Support

August 11, 2011

Article I. Overview

This Memorandum of Understanding ("MOU") entered into on or as of _____, 20__ between the Board of Trustees of Mifflin Township, the legislative authority of and for Mifflin Township, a political subdivision duly organized and validly existing under the laws of the State of Ohio ("Mifflin Township") and the City of Gahanna, a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of Ohio and its Charter (the "City of Gahanna") defines the City of Gahanna's extended use of and MIFFLIN TOWNSHIP's continued support of, the MicroDATA 911-call management dispatching system ("NG911"). This MOU's primary purpose is to maintain interoperability between Fire/EMS and police dispatching operations.

This MOU will remain in effect for the period of three (3) years from the date signed.

Article II. System Access and Availability

Section 2.01 MIFFLIN TOWNSHIP agrees to allow the City of Gahanna access to connect to and use the NG911 server-based system as the City of Gahanna's primary 911-call management system.

Section 2.02 MIFFLIN TOWNSHIP agrees to maintain the NG911 dispatching system for the City of Gahanna as long as the MOU is in effect.

Section 2.03 MIFFLIN TOWNSHIP will not charge any additional fees to the City of Gahanna, for use of the NG911 system as long as the MOU is in effect.

Section 2.04 In the event MIFFLIN TOWNSHIP determines to no longer provide support services for any reason or if the City of Gahanna should choose to withdraw their participation from the NG911 system, a 180-day written notice must be delivered to both agencies. For the purpose of this MOU, notices shall be addressed to:

(a)	Mifflin Township at:	155 Olde Ridenour Road Gahanna, Ohio 43230
	Attention:	Board of Trustees
(b)	City of Gahanna at:	200 South Hamilton Gahanna, OH 43230
	Attention:	Mayor

Article III.   Participating Agencies

Section 3.01   The <u>City of Gahanna</u>, at their sole cost and expense, will provide their own network connection extensions from their respective remote locations to the host site. The connections must conform to a pre-determined network architectural design as determined by MIFFLIN TOWNSHIP in their sole and absolute discretion.

Section 3.02   The <u>City of Gahanna</u> is responsible for paying for all required network connections to the NG911 system as well as maintenance of the same unless other specific conditions and arrangements are covered under a separate agreement between the City of Gahanna and a third party.

Section 3.03   The <u>City of Gahanna</u> shall be required to conform to base hardware and software technical standards covering communications, computing and telecommunications as associated specifically with the requirements of the NG911 system and in accordance with published MicroDATA standards that are deemed best for the entire organization.

Section 3.04   MIFFLIN TOWNSHIP will provide network design and system specifications to the City of Gahanna. Technical plans shall be submitted by the <u>City of Gahanna</u> and are subject to review and comment by MIFFLIN TOWNSHIP.

(a) Changes or upgrades to the <u>City of Gahanna</u>'s technical plan may be necessary as determined by MIFFLIN TOWNSHIP as a condition of joining the NG911 system.

Section 3.05   Documentation, project plan, and site adherence to the network design and engineering for the NG911 system shall be provided by the <u>City of Gahanna</u> to MIFFLIN TOWNSHIP prior to final acceptance of this MOU.

(a) The plan shall include network diagrams, device configuration settings, routing tables and other information as requested by MIFFLIN TOWNSHIP. To the extent permitted by law, this information will be held as confidential by MIFFLIN TOWNSHIP.

Section 3.06   Any changes to network design, engineering or other aspects of the <u>City of Gahanna</u>'s NG911 system and connectivity must receive approval of the MIFFLIN TOWNSHIP prior to any changes taking place.

Section 3.07   Hardware and configuration standards will be reviewed and updated on a semi-annual basis by the MIFFLIN TOWNSHIP. Results of this review will be disseminated to the <u>City of Gahanna</u> along with recommendations and timelines for remediation.

Section 3.08   To maintain an active NG911 service extension for their remote location, the <u>City of Gahanna</u> must fund all of their end-user hardware and software items connecting to the main NG911 system.

(a) This includes, at a minimum, redundant T1 connections which are designed to provide survivability of the network connectivity and data. See acceptable broadband connections in Appendix A.

Section 3.09   The City of Gahanna shall ensure information assurance and network security best practices are maintained as well as compliance to design and security considerations detailed within the network architectural designs provided by MIFFLIN TOWNSHIP.

Section 3.10   To safeguard the network from any immediate threats to functionality or threat of breach by unauthorized persons, MIFFLIN TOWNSHIP reserves the right, without necessity of the 180-day written notification, to immediately disconnect the City of Gahanna when deemed to be a security risk. Arrangements will be made to re-point all 911-trunks to ensure service until remediation of security issues is complete. This may include, but is not limited to:

(a) Improper data security practices;
(b) Failures in physical security or personnel compliance;
(c) Detected virus/worm/Trojan activity on the network or;
(d) Other improper usage of the shared data connections between participating agencies.

Section 3.11   Notice of any such activity will be immediately disseminated to the City of Gahanna, the affected segments shut down and remediation and incident response initiated.

IN TESTIMONY WHEREOF, the authorized representatives of the parties have signed this MOU on or as of the date first stated above.

FOR MIFFLIN TOWNSHIP: FOR THE CITY OF GAHANNA:

_____   _____
Joseph Spanovich   Rebecca Stinchcomb
Chairman - Board of Trustees   Mayor - City of Gahanna

_____   _____
Date   Date
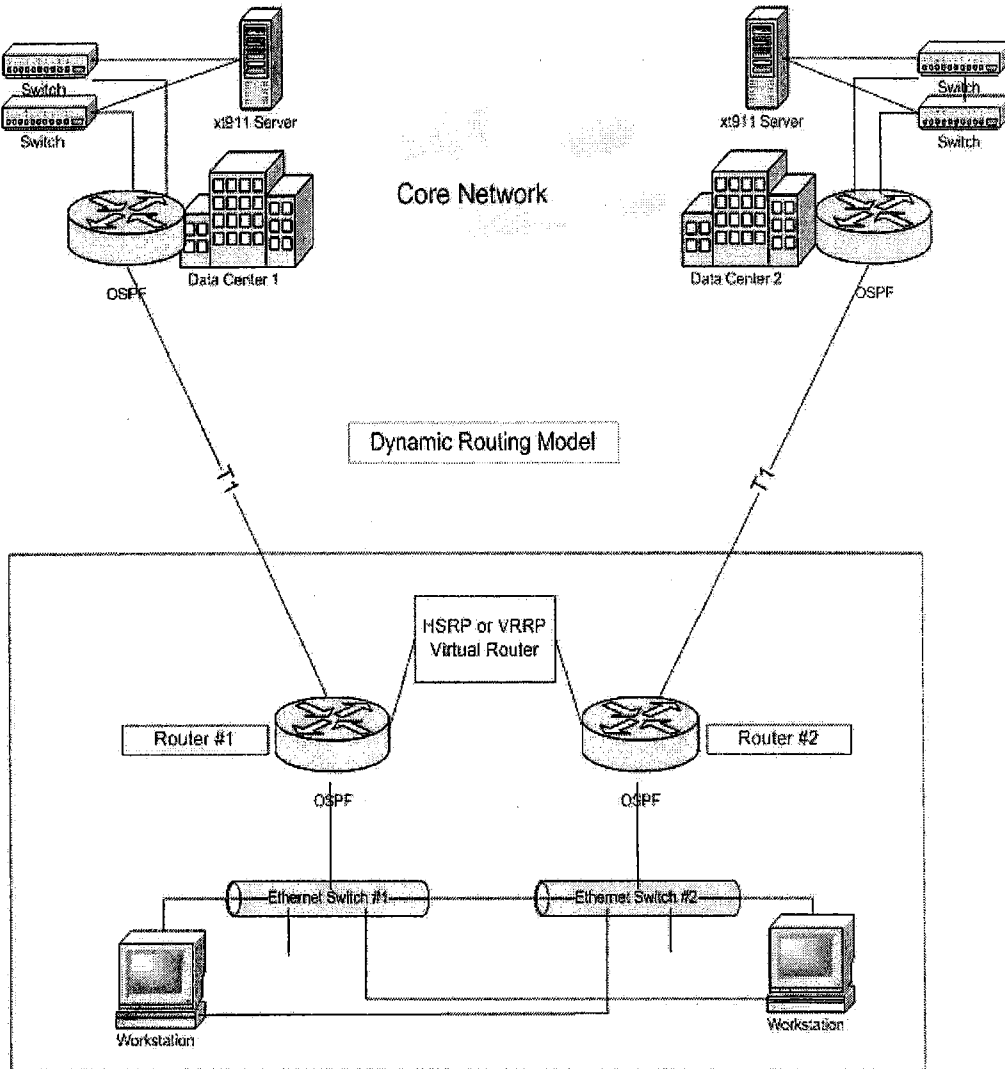
Appendix A – Network Connection Requirements

1) For the purpose of this agreement, redundant, dedicated broadband connections are required and consist of any combination of the following:

   a) Point-to-point serial connection (1.544 Mbps or higher) or

   b) Direct fiber ethernet that is interoperable with the existing MIFFLIN TOWNSHIP system or

   c) A combination of dedicated fiber/T1/VPN

2) Support for Open Shortest Path First (OSPF) or other routing protocols as determined appropriate by MIFFLIN TOWNSHIP.

3) Dual (2) individual connections comprised of any combination of the above methods are required for service.

4) One connection is required to be terminated at each XT911 server location which provides redundancy, diversity and failover support in the event communication facilities become severed or out-of-service.

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1) The following primary network connection methods to the XT911 network are *not approved* by the MIFFLIN TOWNSHIP:

   a) Dial-up connections

   b) Cable broadband services

   c) Satellite broadband services

   d) Free-space optics (Infrared)

   e) Wireless (WiFi or WiMAX)

2) These items are not intended to be all inclusive.

3) Before connections to the existing network will be approved, the final network design and engineering must be approved by MIFFLIN TOWNSHIP.
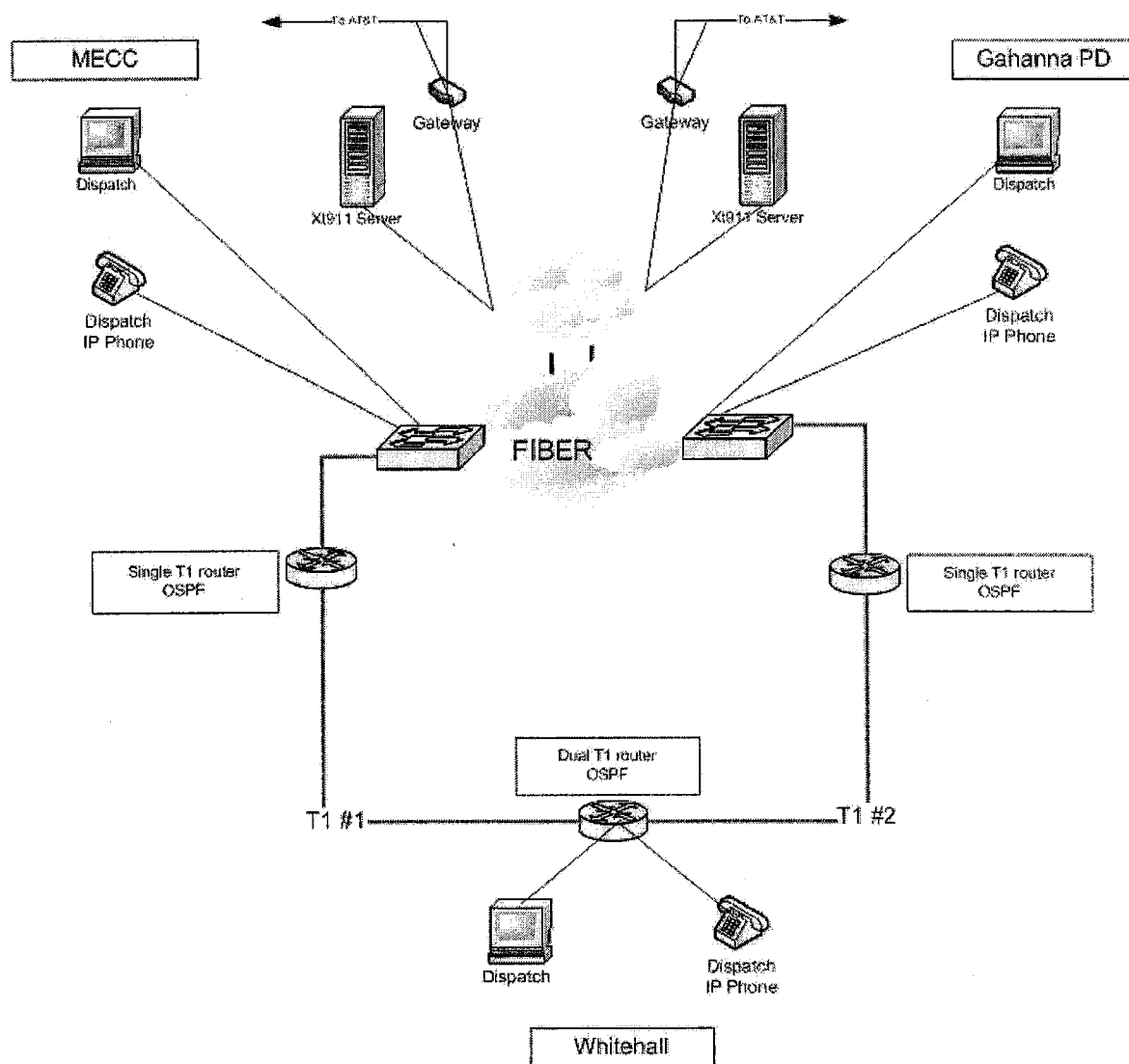
Exhibit A

Example Architectures

Example 1 is the preferred network architecture acceptable for use to connect to the NG911 system unless direct fiber is available. Example 2 is the current deployed architecture.

Example 1. Preferred future architecture

Dual, redundant routers configured to use OSPF dynamic routing over two independent T1 serial lines and virtual router redundancy protocols.

Current core network configuration

Example 2. Current configuration of core network.