

Golden Gate Safety Network MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU), dated February 15, 2010 ("Effective Date") amends the existing Golden Gate Safety Network agreement and is between the following organizations: the California Emergency Management Agency – Law Enforcement Division ("CalEMA"); the San Francisco Communications MapLab Project (SFC MapLab) and Carnegie Mellon University ("CMU") through its Carnegie Mellon Silicon Valley ("CMSV") campus. It is anticipated that other parties, e.g, the Federal, state, local government agencies and Non Government Organizations (NGOs) (each or all of which shall also hereinafter be referred to individually as "Party" or collectively as "Parties") may become parties to this MOU by agreeing to the terms of this MOU and by signing the Other Party Participation Addendum. The primary sponsors of this MOU are the CalEMA, SFC MapLab, and CMSV ("Primary Sponsors").

I. Background

(a) The Golden Gate Safety Network ("GGSN") was formed in 2002 as a voluntary confederation of San Francisco Bay Area public safety agencies and other concerned organizations, to develop effective methods of mutual aid in the event of a major natural or man made disaster.

(b) During the past eight years, the GGSN has conducted or participated in over 25 exercises, workshops, and public events that have incorporated local, state, and federal participation. The training exercises were designed to improve interoperability among the various agencies that would respond to critical incidents in the San Francisco Bay Area.

(c) These activities are supported by the California EMA. The Region II office in Oakland has taken the lead in assembling various state and local government agencies, in order to demonstrate operational concepts and introduce new technology, where appropriate, into the training environment and, eventually, into the operational environment.

(d) As a result of the interest by the California EMA and other Federal, state and local government agencies in several prototype data products developed in earlier exercises, the Parties would like to encourage the development of additional data products that could be used by incident commanders to manage critical situations more efficiently. In addition, these data products may be used to communicate a consistent and coherent situational awareness picture to the various agencies providing mutual aid and assistance.

II. Purpose

The purpose of this non-binding Memorandum of Understanding (MOU) is to recognize the collaborative relationship between the CalEMA, SFC MapLab, and CMSV, and to encourage interested Federal, state, local government agencies and NGOs to work together to seek the development and application of various data products (in digital or other formats) that can be used by law enforcement, fire and rescue, and other public safety agencies to execute their respective missions.

III. General Understanding

(a) The current mission of the GGSN is to benefit Public Safety and Emergency Response through a focused Research and Development Agenda supported by a broad base of stakeholders and sponsors.

(b) The current Research and Development Agenda can be summarized as the Common Operating Picture with Open Floor Plan Display, GPS Resource Tracking, and Exercise Control. The Primary Sponsors will maintain a web site that reports the status and progress in each of these areas. Activities include standards alignment, requirements prototyping, along with testing, exercises, and evaluation.

(c) In addition to the GGSN, the California EMA, and the participating state and local government agencies will assist in identifying other appropriate venues for introduction of these data products, and for assisting in their evaluation as to “utility to public safety personnel” and other parameters identified by the Parties.

(d) The Parties agree that the products of this collaboration are intended to be available as openly in the public interest, by placing some items in the public domain and by offering other items under an appropriate open source license. Each Party reserves the right to limit distribution of information contained in the products (if any) based on sensitivity of the data content.

(e) Subject to availability of their personnel, the Parties agree to allow key personnel to speak at public safety forums regarding the utility and value of the data products deemed suitable for use by the public safety community.

IV. **Roles of the Primary Sponsors**

(a) California Emergency Management Agency will provide the Official Government Agency that can sponsor and host multi agency coordination meetings and to oversee the planning and conduct of mutual aid tests and exercises.

(b) SFC MapLab will provide the technical guidance for the initial software prototypes and system testing and will also facilitate collaboration with Developers, Practitioners, and Sponsors.

(c) Carnegie Mellon Silicon Valley will act as the research center for technical work. CMSV will provide the fiscal and administrative functions required by government grants and other contracts for which it is the prime recipient. Additional resources needed for project execution will be subcontracted by CMSV when appropriate. The GGSN will act in alignment with the overall CMSV Disaster Management Initiative.

V. **Points of Contact**

- (a) California Emergency Management Agency
Michael Griffin, Assistant Chief, Law Enforcement Division
- (b) San Francisco Communications MapLab Project
David Coggeshall, Managing Director
- (c) Carnegie Mellon University
Martin Griss, Director, Silicon Valley Campus
Associate Dean of Engineering

VI. Miscellaneous

(a) This MOU shall become effective as of the date set forth above and shall expire on February 15, 2015, unless terminated earlier by mutual agreement of the Primary Sponsors. State or local government agencies may discontinue their participation in this MOU upon notice to the Primary Sponsors.

(b) Each Party shall act as an independent contractor and not as an agent or partner of the other for any purpose whatsoever. Nothing contained in this MOU shall be construed as creating a partnership, joint venture, agency, or an association of any kind.

(c) This MOU shall be governed by the laws of the State of California applicable to agreements made and to be performed wholly within such jurisdiction except with respect to participating Federal agencies in which case the Federal laws of the United States shall govern.

(d) This MOU reflects the entire agreement between the Parties with respect to this subject matter, and supercedes all prior or contemporaneous understandings and agreements, whether oral or written. This MOU may only be amended in writing signed by authorized representatives of the Parties. No waiver by any Party of any provision in any one or more instances shall be construed as a further or continuing waiver. If any provisions of this MOU are held by a court to be unenforceable, then the remainder of this MOU shall not be affected thereby.

CALIFORNIA EMERGENCY MANAGEMENT AGENCY – LAW ENFORCEMENT DIVISION

By: _____ Address:: _____

Print Name _____

Title _____ Telephone _____

SAN FRANCISCO COMMUNICATIONS – MAPLAB PROJECT

By: _____ Address:: _____

Print Name _____

Title _____ Telephone _____

CARNEGIE MELLON UNIVERSITY

By: _____ Address:: _____

Print Name _____

Title _____ Telephone _____