

**INFORMATION TECHNOLOGY AND COMMUNICATION
COMMITTEE MEETING**

WEDNESDAY, FEBRUARY 6, 2018

4:00 P.M.

MINUTES

MEMBERS PRESENT: Commissioners Brandon Haskell, Jane Whitacre, Brian Droscha, Brian Lautzenheiser, Jeanne Pearl-Wright, Rob Piercefield and Wayne Ridge

ALSO PRESENT: Commissioner Terrance Augustine; Jeff Parshall and John Fuentes

The February 6, 2019 regular meeting of the Information Technology and Communication Committee was called to order at 4:00 p.m. by Chairperson Haskell.

Commissioner Lautzenheiser moved to approve the agenda, as presented. Commissioner Pearl-Wright seconded. Motion carried.

Commissioner Whitacre moved to approve the minutes of the January 9, 2019 meeting, as presented. Commissioner Droscha seconded. Motion carried.

Technology Services Director Jeff Parshall was present to provide an update on the current website redevelopment project. Development and training sessions with departments are ongoing. Contractual conversion and redesign is in progress, for the relaunch scheduled for May 6, 2019.

There was discussion regarding the site's content management. Currently the County uses a decentralized model for content management, with the departments responsible for maintaining their website pages and content. Further discussion held.

An updated Computer Security Incident Response Plan required by Law Enforcement Information Network (LEIN) Field Services Division was distributed and discussed.

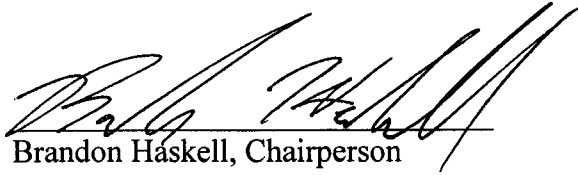
Commissioner Lautzenheiser moved to recommend approval of the Computer Security Incident Response Plan, to the Board of Commissioners. Commissioner Ridge seconded. Motion carried.

An intergovernmental agreement with the State of Michigan for the exchange of GIS and digital orthoimagery was distributed and discussed.

Commissioner Lautzenheiser moved to recommend approval of the Michigan Statewide Authoritative Imagery and LiDAR (MiSAIL) Program intergovernmental agreement, to the Board of Commissioners. Commissioner Ridge seconded. Motion carried.

Chairperson Haskell adjourned the meeting at 5:02 p.m.

The next regular meeting of the Information Technology and Communication Committee will be held on Wednesday, March 6, 2019, at 4:00 p.m. in the Board of Commissioners Room of the Courthouse, located at 1045 Independence Boulevard, Charlotte, MI 48813.



Brandon Haskell, Chairperson

Eaton County



Computer Security Incident Response Plan

This document and the information contained herein is
PROPRIETARY and CONFIDENTIAL and is for use
By Eaton County personnel only!



Michigan Statewide Authoritative Imagery and LiDAR Program (MiSAIL)

Intergovernmental Agreement For Data Exchange Between Eaton County and DTMB

This Intergovernmental Agreement (Agreement) is between Eaton County, a Constitutional and Municipal Corporation, 911 Courthouse Dr, Charlotte, MI 38813 and the Michigan Department of Technology, Management and Budget, through its Center for Shared Solutions, P.O. Box 30026 Lansing, Michigan, 48909 (DTMB). In this Agreement, the Partner and DTMB may be referred to individually as “Party” or jointly as “Parties.” Partners may include, but are not limited to, state, local and federal government entities.

In consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

1. Purpose

Pursuant to the Enhanced Access to Public Records Act, 1996 PA 462, MCL 15.441 *et seq.*, the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the authority granted to the Director of DTMB pursuant to Executive Reorganization Order No. 2009-39, Section V(E), MCL 18.441, the Partner and DTMB enter into this Agreement for the purpose of making Geographic Information System (GIS) data and digital orthoimagery data (Imagery) owned and maintained by the respective Parties available to both Parties, without fee or cost, to assist the Parties in performing statutory and governmental duties and activities that benefit DTMB or the Partner, specifically the scope of work described in Exhibit A.

2. Definitions

Data originator: The author or owner of the GIS data and information contained within the GIS data.

Geographic Information System data or GIS data or Data: The output from a Geographic Information System as defined by MCL 15.442(b) or the saved

output (datasets) covered by this Agreement, as more specifically identified in Exhibit A, and provided by either Party pursuant to MCL 15.441, *et seq.* GIS data does not include derivative works developed by DTMB or data produced by DTMB from GIS data.

Digital orthoimagery data – aerial imagery collected by the State of Michigan State) as part of the State’s collection efforts per the specifications defined in the State’s contract # 071B6600034 (Contract). A copy of the Contract is available online at: http://www.michigan.gov/documents/localgov/6600034_516430_7.pdf

Third Party: An organization or individual requesting GIS data that is not a party to this Agreement. Third Party does not include any organizations or individuals specifically identified as intended pass-through data recipients under Exhibit A.

3. Coordination Representatives

To provide for consistent and effective communication between DTMB and the Partner, each Party shall appoint a Coordination Representative to serve as its central point of contact on matters relating to this Agreement. The Coordination Representatives for this Agreement are listed below.

Everett Root
DTMB Center for Shared Solutions
Romney Building, 10th Floor
111 S. Capitol St.
Lansing, MI, 48933
Phone No. 517-373-7910
Fax No. 517-373-2939
E-mail roote@michigan.gov

Jeffrey S. Parshall
Director Technology Services
911 Courthouse Dr
Charlotte, MI 48813
517-543-4714
jparshall@eatoncounty.org

4. Responsibilities of the Parties

The following paragraphs identify responsibilities of the parties involved:

- a. **DTMB Responsibilities.** DTMB will provide the Partner, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:

- i. Protection and good stewardship of the Partner's data;
 - ii. Those responsibilities set forth in Exhibit A.
- b. **Partner Responsibilities.** The Partner will provide DTMB, in accordance with the purpose, terms, and conditions of this Agreement and implementing arrangements, as appropriate, with the following:
- i. GIS dataset updates, without fee or cost, through the data exchange mechanism identified in Exhibit A;
 - ii. Protection and good stewardship of the State's data;
 - iii. Those responsibilities set forth in Exhibit A.
 - iv. A copy of their enhanced access policy and fee schedule(s)
 - v. Updates to fee schedule throughout duration of this agreement

5. GIS Data Usage and Distribution Terms

- a. The Partners authorizes its GIS data to be used as identified in Exhibit A.
- b. In the event that a Third-Party requests GIS data, one of the following three scenarios will apply:
 - i. If the Partner receives a request for its own Data, that request will be subject to the Partner's local Enhanced Access to Public Records policy. There is no need for the request to go through or be approved by DTMB.
 - ii. In the event that DTMB receives a request for Data provided by the Partner, such requests will be honored pursuant to DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. In accordance with its policy, DTMB will pass on any applicable fees pursuant to the Partner's local Enhanced Access to Public Records policy.
 - iii. If the Partner receives a request for any Data that it received from DTMB, it will provide the Data in accordance with its local Enhanced Access to Public Records policy, and pass on any applicable fees to DTMB as established under DTMB's Enhanced Access to Public Records policy 2410.04 and associated fee schedule. The Partner may also charge an administrative fee to distribute the Data as outlined in its local Enhanced Access to Public Records policy.

- c. The Parties agree to exercise all applicable exemptions available under the Freedom of Information Act (FOIA), MCL 15.231 *et seq.*, to ensure that the GIS Data will not be re-distributed to a Third Party.

6. GIS Data Disclaimer

- a. All GIS data is provided “as is.” The Parties expressly disclaim any and all warranties, express or implied, including, but not limited to, any warranties of accuracy, reliability, title, merchantability, non-infringement, fitness for a particular purpose, or any other warranty, condition, guarantee or representation, whether oral, in writing, or in electronic form including, but not limited to, the accuracy or completeness of any information contained in or provided by the GIS data. The Parties do not represent or warrant that access to GIS data will be uninterrupted or that there will be no failures, errors, omissions, or loss of transmitted information.
- b. In no event shall either Party be liable to the other for any special, indirect, or consequential damages, or any damages whatsoever resulting from loss of use, data, or profits arising out of or in connection with the use or performance of GIS data under this Agreement.

7. Image Service Contact

The MiSAIL program includes partner access to a secure imagery viewing service known as the Michigan Imagery Solution (MIS), managed by the State of Michigan, DTMB, Center for Shared Solutions. Service will be accessible for up to five partner desktop applications and one partner web based application.

Image Service Contact designated per signature is the single point of contact for the DTMB for all technical considerations and inquiries regarding MIS access by partner.

Image Service contact	Email	Phone
Eric Daley	edaley@eatoncounty.org	517-543-4714
Jon Merrick	jmerrick@eatoncounty.org	517-543-4714
Scott Stopyak	sstopyak@eatoncounty.org	517-543-4714

8. Effective Date and Duration

This Agreement becomes effective upon the date of the last approving signature and will remain in effect indefinitely until terminated unless superseded, rescinded, or modified by written agreement of both Parties.

9. Amendment and Modification

This Agreement may be amended or modified only by written agreement of both Parties.

10. Termination

- a. Either Party may terminate this Agreement with sixty (60) days written notice for any reason, or for no reason.
- b. Upon termination of this Agreement, GIS Data provided to DTMB under this Agreement by the Partner will be retained by DTMB, but will no longer be updated. Remaining GIS Data shall be marked that it has not been updated as of the date of the last update prior to termination.

11. Dispute Resolution

In the event of a dispute between the Parties, the Partner and DTMB agree to use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

12. Assignment

This Agreement may not be assigned, delegated, or otherwise transferred by the parties, nor may any right, duty, or obligation under this Agreement be assigned, delegated, or transferred, unless otherwise provided for in this Agreement.

13. Reservation of Rights

- a. This Agreement does not, and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, or immunity of the Parties. Nothing in this Agreement is a waiver of governmental immunity by either Party.
- b. Unless this Agreement expressly states otherwise, it does not, and is not intended to, transfer, delegate, or assign to the other Party, any civil or legal responsibility, duty, obligation, duty of care, cost, legal obligation, or

liability associated with any governmental function delegated or entrusted to either Party under any existing law or regulation.

14. No Third-Party Beneficiaries

Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, or any other right in favor of any other person or entity.

15. Applicable Laws

The applicable statutes, regulations, directives, and procedures of the State of Michigan shall govern this Agreement and all documents and actions thereunder.

16. Entire Agreement

This Agreement represents the entire Agreement between the Parties and supersedes all other Agreements between the Parties governing the matters described. The language of this Agreement will be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

The undersigned execute this Intergovernmental Agreement on behalf of the Parties and by doing so, obligate and bind the DTMB and the Partner to the stated terms and conditions.

ERIC SWANSON
Director
Center for Shared Solutions (CSS)
Romney Building, 10th Floor
111 S. Capitol St.
Lansing, MI, 48933

DATE

01/15/2019

Jeffrey S. Parshall
Director of Technology Services
Eaton County Michigan
911 Courthouse Dr.
Charlotte, MI 48813

DATE

Exhibit A
Intergovernmental Agreement
For Data Exchange Between Eaton County and DTMB
01/15/19

Attributes to be included with each data category will vary. DTMB has a standard data schema for each data type that will be shared with the partner. Variations between local data and the DTMB standard will be reviewed prior to data submission.

Description of Partner Data:

Tax parcels: Geometry and attributes for Community Parcel Repository

Address points: Geometry and attributes for structure point location at rooftop, driveway, geocoded along road centerline, or parcel centroid.

Road Centerlines: Geometry and attributes

Description of DTMB Data:

12" pixel resolution, 4-band (red, green, blue, near-infrared) aerial imagery.
Specification document available at: http://www.michigan.gov/som/0,4669,7-192-78943_78944_78949_78952_63834---,00.html

Data Exchange Process: select one

- Digital Upload (file upload or through feature service)
- External Hard Drive
- Other _____

Data Use: select one for each data category

Parcels:

- Publicly Available
- Available for use by all State of Michigan Agencies

Address Points:

- Publicly Available
-

Available for use by all State of Michigan Agencies

Road Centerlines:

Publicly Available

Update Schedule:

Parcels: 1-2 times per year

Address Points: 4 times per year

Road Centerlines: 4 times per year

Optional pass through to the United States Census Bureau:

The DTMB, Center for Shared Solutions (CSS) is the State of Michigan's liaison to the US Census Bureau (USCB) for local data collection efforts in support of various USCB geospatial data programs.

DTMB is authorized to pass data through to United States Census Bureau

Address Points:

Yes
 No

Road Centerlines:

Yes
 No