

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**STATE OF HAWAII
DEPARTMENT OF DEFENSE
STATE CIVIL DEFENSE**

AND THE

**STATE OF HAWAII
DEPARTMENT OF BUSINESS,
ECONOMIC DEVELOPMENT AND TOURISM
OFFICE OF PLANNING**

PURPOSE:

To designate the responsibilities and relationships between the State of Hawaii, Department of Defense, State Civil Defense (SCD), as a developer of the Pacific Disaster Center (PDC), and the State of Hawaii Department of Business, Economic Development and Tourism (DBEDT), Office of Planning (OP), as the lead agency for developing a statewide Geographic Information System (GIS) for sharing GIS data layers.

BACKGROUND:

Federal Department of Defense (DOD) funds have been made available to establish the PDC. The Center will assist disaster mitigation, preparedness, response and recovery efforts, making critical disaster-related information readily available to emergency managers throughout the Pacific Region. The Office of the Assistant Secretary of Defense (OASD) for Command, Control, Communications and Intelligence (C3I), Intelligence Systems Support Office (ISSO) has been designated by DOD to technically accomplish and support the PDC effort as directed by the State of Hawaii. SCD has been designated the lead State agency to specify requirements and operationally administer the PDC.

OP manages the State's GIS. GIS data layers managed by OP represent a valuable information asset for the State of Hawaii.

DISCUSSION:

PDC will assist Federal, State, and local governments in disaster mitigation, preparedness, response, and recovery related to such hazards as tropical storms, earthquakes, tsunamis, volcanic eruptions, oil spills, and other natural and man-made environmental disasters.

The PDC Application Center is located adjacent to the Maui High Performance Computing Center in Kihei, Maui. The Center is developing tailored information products in response to recommendations and needs developed within user groups consisting of responsible Federal, State, county, and regional agencies. Using an open computing architecture, the Maui facility will serve as a collection, fusion, analysis, planning, and dissemination center.

The focus of the PDC is emergency management in the Pacific region. The PDC is an information processing system and will not perform command and control functions. PDC information products will, however, be available to assist emergency managers perform their disaster-related tasks. Disaster management responsibilities at the Federal, State, and local level will remain with the responsible agencies.

Information products such as high resolution satellite imagery, a GIS, and computer modeling and simulation of complex natural phenomena are envisioned. Remote sensing platforms, such as satellites and aircraft, may provide pre- and post-disaster images to assess damage to structures and the environment. Geographic data layers are fundamental to many of PDC's information products.

GOAL:

SCD and OP will work cooperatively to ensure mutual access to each other's geographic information to include data layers and remote sensing imagery.

Therefore, PDC as operationally administered by SCD and OP agree as follows:

1. Data Exchange

- OP shall make available to PDC those GIS data layers under its control, which have been identified by PDC as being relevant to emergency management. All associated tabular data stored in the GIS data base that can be linked to a mapped feature shall also be exchanged.
- PDC shall make available to OP those GIS layers under its control, which have been identified by OP as being of value for State planning purposes. All associated tabular data stored in the GIS data base that can be linked to a mapped feature shall also be exchanged.
- Data which are considered confidential or proprietary in nature and not considered public information shall not be exchanged under this agreement.
- PDC and OP shall strive to keep each other informed of changes, updates, and new GIS information under their control which may be of interest to the other party.

2. Data Format and Media

- Data shall be exchanged using a mutually agreed upon format and media. It is anticipated that this will be in ARC/INFO Export format on 4mm DAT.

3. Database Documentation

- The parties shall exchange GIS data layer documentation including data origin, date of compilation, source scale, accuracy limitations and other appropriate information.

4. Data Ownership

- **Data provided by both parties under this Memorandum of Understanding (MOU) may be used by OP for information and planning and by PDC for emergency management purposes only. Such data transfers do not constitute a transfer of ownership.**
- **The parties shall not externally distribute, license or sell data that were as provided by the other party without that party's express written consent.**

5. Data Maintenance

- **Data maintenance remains the responsibility of the provider of the data.**
- **Each party agrees to report any errors or other discrepancies found back to the provider. If errors are discovered and corrections are made to the original data base, the other party shall be notified of the change, and an updated file will be provided to the other party.**

6. Quality Control

- **Each party agrees to provide the other party with the best quality data available.**
- **Each party shall be responsible for checking the quality of the data received from the other party to ensure its suitability for data integration.**

7. No Warranty

- **Each party makes no express warranty regarding the data provided under this MOU. Specifically, no warranty is made that the GIS data base or updates will be error free, and no warranty is made regarding the positional or thematic accuracy of the GIS data.**

- Any implied warranties, including warranties of merchantability or fitness for a particular purpose, are expressly excluded.
- The GIS data and any of the features it depicts do not represent or confer any legal rights, privileges, benefits, boundaries, or claims of any kind.

8. Points of Contact

Mr. Richard S. Flagg
PDC Coordinator
State Civil Defense
3949 Diamond Head Road
Honolulu, Hawaii 96816
(808) 733-4300

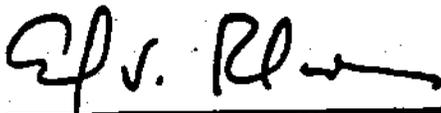
Mr. Craig Tasaka
Planning Program Manager
Office of Planning
Department of Business, Economic
Development and Tourism
State Office Tower, 6th Floor
Honolulu, Hawaii 96813
(808) 587-2894

Mr. Scott Splean
GIS Analyst
Pacific Disaster Center
580 Lipoa Parkway
Kihei, Maui, Hawaii 96753
(808) 875-2660

Each signatory of this agreement is responsible for its own work and expenses. There will be no exchange of funds between SCD and the other signatories of this agreement.

The parties hereto have caused this instrument to be executed the day and year of the approved signatures below. This MOU will remain in effect by mutual concurrence of the department directors. This instrument will be reviewed annually and updated as required.

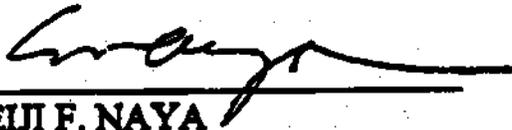
State of Hawaii
Department of Defense



EDWARD V. RICHARDSON
Major General, HLANG
Director of Civil Defense

Date 14 Dec 96

State of Hawaii
Department of Business, Economic
Development and Tourism



SEIJI F. NAYA
Director

Date Dec 27, 1996