

ADDENDUM TO THE MEMORANDUM OF COOPERATION FOR THE SOUTHWEST UTAH INTERGOVERNMENTAL PLANNING PROCESS

DATED FEBRUARY 1994

I. Purpose

This Addendum to the Memorandum of Cooperation Agreement is made and entered into by the participating agencies of the Southwest Utah Planning Authorities Council (SUPAC), for the purpose of sharing and exchanging non-sensitive electronic records and information.

II. Objective

This addendum constitutes an addition to the umbrella agreement by which identified records of participating agencies may be freely shared and exchanged. This eliminates the necessity of developing multiple agreements between the individual participating agencies for the purposes of sharing data, information and electronic records.

III. Authority

A. SUPAC Memorandum of Cooperation

1. Paragraph III, Section B, Subsections 1, and 6
2. Paragraph VI, Section F

IV. Benefits

This agreement will decrease the duplicated development of the same information and will generate standardized information.

V. Definitions

Participating Agency

Those agencies, federal, state, or local that have signed the SUPAC Memorandum of Cooperation and are active participating agencies of SUPAC.

Agency Records

Recorded information that is either created or obtained by federal, state, or local participating agencies, and is in the control of the agency at the time a request is made. Records include all books, papers, maps, photographs, machine readable materials, electronically stored data, or other documentary materials, regardless of physical form or characteristics, made or received by the participating agency in connection with the transaction of public business. This also includes software created or enhanced by the participating agency, excepting copyright material. For the purposes of this document, the terms "records" and "data" are synonymous.

VI. Project Management Plan.

A. Data Sharing

1. The participating agencies of SUPAC agree to share data for mutual benefit, in order to minimize duplication of efforts and expenditures, and to enhance intergovernmental cooperation.
2. The SUPAC participating agencies will provide electronic data in a mutually agreed format and provide other data as requested by other participating agencies.

3. In order to facilitate the sharing and exchange of records with participating agencies, direct communication with other participating agencies is authorized.

B. The Data Catalog

1. A Data Catalog will be established to maintain a catalog of data that identifies and catalogs the data, information, files, records, and documents that are generated or produced by the participating agencies that pertain to the SUPAC area of interest.
2. The responsibility for the administration of the data catalog will be with the Governor's Office of Planning and Budget (GOPB) and their designated representative.
3. The repository for the Data Catalog will be the State of Utah's Electronic Bulletin Board System (BBS).
4. The SUPAC participating agencies will provide electronic data in an agreed upon format to be compatible with the data maintained in the data catalog.
5. The SUPAC participating agencies will provide updates to that agency's information maintained in the data catalog in order to keep the data catalog at its most current level.

C. The Data Repository

1. A Data Repository will be established to store electronic data, not data catalog information, that pertains to the data, information, files, records, and documents that are generated or produced by the participating agencies that pertain to the SUPAC area of interest.
2. The responsibility for the administration of this data repository will be with the Governor's Office of Planning and Budget and their designated representative.
3. The repository for the Data Catalog will be the State of Utah's Electronic Bulletin Board System (BBS) and other information systems as designated by the GOPB and mutually agreed upon by the participating agencies of SUPAC. agreed upon format to be compatible with the data maintained in the data repository.
4. The SUPAC participating agencies will provide updates to that agency's information maintained in the data repository in order to keep that data and information in the repository at its most current level.

D. Geographical Information

1. The State Geographic Information Data Base (SGID) is designated the repository for electronic geographic information.
2. ARC/INFO, the geographic information software from ESRI, is designated the standard format and software for geographic information systems.
3. The Automated Geographic Reference Center, AGRC, is designated the administrator for the SGID.
4. The SUPAC participating agencies will provide electronic data in an agreed upon format to be compatible with the data maintained in the SGID.

5. The SUPAC participating agencies will provide updates to that agency's information maintained in the SGID in order to keep that data and information in the SGID at its most current level.

VII. Term of Addendum

This addendum shall become effective on the date of the signature of all SUPAC participating agencies, and shall remain in effect for the duration of the SUPAC, unless terminated in accordance with the provisions of the SUPAC Memorandum of Cooperation. Participating agencies shall give thirty days written notification of termination. If an uncompleted request for records exists on the date a participating agency is terminating participation in the agreement or this agreement is set to terminate, the agreement will be extended until the required work is completed.

VIII. Records Shared or Exchanged.

Requests for records between participating agencies shall be in writing and shall specifically identify the records desired. The request will be between the participating agencies and will contain the information required by the agency providing the information. State records that are classified as private, controlled, or protected under the provisions of the Utah Government Records Access and Management Act (GRAMA), Title 63, Chapter 2, Utah State Code, shall not be provided pursuant to this agreement, unless otherwise available pursuant to the terms of GRAMA. Similarly, federal records exempt from release under the provisions of the Freedom of Information Act (FOIA) or are confidential or proprietary shall not be provided pursuant to this agreement, unless discretionary authority exists for the exemption. Metadata will be included with the requested records such as data source, scale, reliability, age, accuracy, etc., to identify data integrity.

IX. Type of Access.

Online access to raw data may be granted upon mutual agreement between participating agencies. Such access shall incorporate appropriate site security, access security provisions as required by both agencies, require Identification and passwords and level of access provisions as determined by the systems administrators of the participating agencies. Measures will be in accordance with the Computer Security Act of 1987.

X. Confidentiality Statement.

Records provided pursuant to this agreement may only contain federal information available to the public. State records provided may be subject to non-release restrictions of GRAMA or other state laws. The recipient will be informed if release of the information is restricted, and the record will be so labeled. To the extent permissible by federal and state laws, the recipient agrees to abide by the restrictions, and shall not disclose such information to the public or other parties, or transmit or otherwise divulge this information, to the extent permitted by the Freedom of Information Act.

XI. Cost Recovery.

Electronically stored data shall be shared without cost. Whenever possible, other work products shall be available without cost. If cost recovery is determined to be necessary when a request for records is submitted, a separate procurement document (i.e. purchase order) will be issued and existing cost recovery rules and rates will apply. Records produced will not be sold to the public unless written permission is given.

XII. Administration.

The administration of this agreement will be accomplished by the participating agencies of SUPAC and their representatives.

XIII. Key Officials.

Key officials are the primary points of contact and are responsible for implementing the provisions of this agreement. It is mutually agreed that the Key Officials for each agency will be the designated SUPAC representative for that agency.

XIV. General Provisions.

A. All applicable national policy requirements and administrative management standards as set forth in Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are hereby incorporated by reference.

B. OMB Circular A-87, Cost Principles for State and Local Governments.

C. OMB Circular A-102, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments.

D. OMB Circular A-128, Audits of State and Local Governments.

XV. Signatures

Two (2) counterparts of the Addendum to the Memorandum of Cooperation shall be signed. Each participant shall receive a copy of the fully-executed counterpart. Each is deemed an original.

SIGNED on the dates listed below by the indicated representatives of the specific participants.

UNITED STATES OF AMERICA USDA FOREST SERVICE

By:
Title:
Date Signed:

UNITED STATES OF AMERICA BUREAU OF LAND MANAGEMENT

By:
Title:
Date Signed:

UNITED STATES OF AMERICA NATIONAL PARK SERVICE

By:
Title:
Date Signed:

UNITED STATES OF AMERICA
SOIL CONSERVATION SERVICE

By:
Title:
Date Signed:

UNITED STATES FISH AND WILDLIFE SERVICE
By:
Title:
Date Signed:

UNITED STATES OF AMERICA ARMY CORPS OF ENGINEERS
By:
Title:
Date Signed:

UNITED STATES OF AMERICA BUREAU OF INDIAN AFFAIRS
By:
Title:
Date Signed:

STATE OF UTAH DEPARTMENT OF AGRICULTURE
By:
Title:
Date Signed:

STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES
By:
Title:
Date Signed:

STATE OF UTAH DEPARTMENT OF TRANSPORTATION
By:
Title:
Date Signed:

STATE OF UTAH DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT
By:
Title:
Date Signed:

STATE OF UTAH DEPARTMENT OF ENVIRONMENTAL QUALITY
By:
Title:
Date Signed:

STATE OF UTAH GOVERNOR'S OFFICE
By:
Title:
Date Signed:

SATE OF UTAH WASHINGTON COUNTY

By:
Title:
Date Signed:

STATE OF UTAH WASHINGTON COUNTY MAYORS ASSOCIATION

By:
Title:
Date Signed:

STATE OF UTAH FIVE COUNTY ASSOCIATION OF GOVERNMENTS

By:
Title:
Date Signed:

STATE OF UTAH IRON COUNTY

By:
Title:
Date Signed:

SATE OF UTAH KANE COUNTY

By:
Title:
Date Signed:

STATE OF UTAH WASHINGTON COUNTY WATER CONSERVANCY DISTRICT

By:
Title:
Date Signed:

THE PAIUTE TRIBE

By:
Title:
Date Signed: