

**MEMORANDUM OF COOPERATION**  
**FOR THE**  
***SOUTHWEST UTAH PLANNING AUTHORITIES COUNCIL***

JANUARY 2009

I. PARTICIPANTS TO THIS MEMORANDUM OF COOPERATION:

A. Instrumentalities of the United States Government:

1. U.S. Army Corps of Engineers;
2. U.S.D.A. Forest Service;
3. U.S.D.A. Natural Resources Conservation Service;
4. U.S. DOI Bureau of Indian Affairs;
5. U.S. DOI Bureau of Land Management;
6. U.S. DOI Bureau of Reclamation;
7. U.S. DOI Fish and Wildlife Service;
8. U.S. DOI National Park Service

B. Officers and Instrumentalities of the State of Utah:

1. Department of Agriculture and Food;
2. Department of Environmental Quality;
3. Department of Natural Resources;
4. Department of Transportation;
5. Governor's Office: Planning & Budget, Public Lands Policy Coordination, Energy Advisor;
6. School and Institutional Trust Lands Administration (SITLA)

C. Local Planning Authorities:

1. Beaver County;
2. Central Iron County Water Conservancy District;
3. Five County Association of Governments;
4. Garfield County;
5. Iron County;
6. Kane County;
7. Kane County Water Conservancy District;
8. Paiute Indian Tribe of Utah;
9. Washington County;
10. Washington County Mayors Association;
11. Washington County Water Conservancy District

II. CREATION OF COUNCIL AND ADVISORY GROUPS

- A. The Participants hereby join in a council established by the governor of Utah. The council shall be known as the "Southwest Utah Planning Authorities Council," or alternatively by the acronym "SUPAC."
- B. SUPAC's members consist of each Participant's duly-appointed representative. Members appointed by Participants may be changed at the will of each respective Participant. In addition, ex-officio members may join in SUPAC's meetings upon the chair's invitation.
- C. The governor shall chair SUPAC, and shall appoint a vice chair to coordinate SUPAC's activities and conduct meetings in the governor's absence. The vice chair need not otherwise be a member.
- D. SUPAC may create Topical Advisory Groups (TAGs) to advise and assist SUPAC as to specific issues, topics, problems, controversies or opportunities. TAG members are appointed by the chair or vice chair, upon the advice of SUPAC Participants. TAG members may be selected from among any combination of SUPAC members, citizens, and stakeholder representatives and staff experts. Each TAG's assignment and membership

shall be reflected in SUPAC's minutes. Each assignment shall be finite and specific. Any TAG's assignment or membership may be amended in the manner originally established. SUPAC's chair or vice chair shall appoint a director to each TAG. The director is responsible to call and chair TAG meetings and to otherwise direct or forward the accomplishment of the TAG's specific charge. Each TAG's director shall periodically report the group's activities and recommendations to SUPAC. Except as specifically approved as part of SUPAC's budget, TAG members bear their own participation expenses.

### III. AREA OF INTEREST AND PURPOSES

- A. SUPAC's "Area of Interest" is all of Garfield, Beaver, Iron, Kane and Washington Counties in the State of Utah.
- B. Relative to the area of interest, SUPAC's purposes are to:
  - 1. Minimize duplication of efforts, expenditures and proceedings with respect to the planning processes of the Participants;
  - 2. Facilitate the establishment of shared goals and strategies for resource management and development;
  - 3. Promote awareness and understanding of the legal requirements and objectives which motivate the planning processes of the various Participants;
  - 4. Enhance intergovernmental cooperation and public participation in addressing issues which relate to or affect the stewardships of more than one Participant;
  - 5. Serve as a non-binding forum for the discussion and consensual resolution of issues, grievances, misunderstandings and disputes among the Participants; and,
  - 6. Serve as a clearinghouse for the exchange of information relevant to the planning processes of the Participants.

### IV. LIMITS

This memorandum of Cooperation does not:

- A. Modify in any way the respective duties, obligation, rights, privileges or immunities of the Participants;
- B. Require the Participants to expend money in excess of appropriations authorized by law and appropriately allocated to each Participant;

- C. Legally bind any Participant, the continued involvement of each Participant being wholly voluntary; nor,
- D. Give rise to any delegation or relinquishment by any Participant of jurisdiction or authority over any issue.

## V. MEETINGS AND OTHER ACTIVITIES

- A. SUPAC will meet at least once each calendar quarter at the call of the chair or at times and places established by the majority vote of the members.
- B. SUPAC shall mail a notice of its meetings and provide a copy of the anticipated agenda of its meetings to persons requesting notice. Those requesting notice may be required to pay a modest annual fee, not to exceed \$60 to reimburse the cost of providing notices and lunch.
- C. Minutes shall be maintained as to all of SUPAC's meetings. Copies of the minutes shall be distributed to each member for review, amendment and adoption at a subsequent meeting. Copies of approved minutes shall be provided to others upon request and upon payment of the reasonable cost of reproducing and distributing the minutes.
- D. SUPAC may engage in other activities which are reasonably related to forwarding its purposes and which are not inconsistent with any law or policy governing the Participants.

## VI. EXPECTATIONS OF PARTICIPANTS AND MEMBERS

- A. Work with diligence to forward the accomplishment of SUPAC's purposes;
- B. Be open, honest, accurate and complete in relevant communications;
- C. Address concerns of other members and participants in a swift and civil manner;
- D. Recognize and respect each Participant's responsibilities, authorities and goals;
- E. Share details of each Participant's legal planning requirements and planning calendars;
- F. Share collective science, skills and data for mutual benefit;
- G. Assist SUPAC to identify critical resource management priorities which may affect private property owners, governmental agencies or growth and development within the area of interest;
- H. Educate and inform other Participants and members of the environmental, social and economic needs within the area of interest; and,

- I. Seek to coordinate planning processes for the various agencies so that the opportunity for public comment can be conducted on an interagency-basis.

## VII. STAFF, FUNDING AND BANK ACCOUNT

- A. The vice chair may hire staff and maintain office resources to the extent reasonably required to accomplish SUPAC's purposes, but may do so only in a manner consistent with funding available under paragraph VII.B. and budgets developed from time-to-time under paragraph VII.C. The Participants will, to the extent practicable, assist with the office resource needs of SUPAC.
- B. While this Memorandum of Cooperation cannot and does not require the Participants to allocate funds for the operation of SUPAC, the Participants may voluntarily agree to provide funding or in-kind contributions to SUPAC to facilitate its effective operation.
- C. From time-to-time the members shall consider and approve an operating budget for SUPAC. The budget shall set forth available revenues under VII.B, anticipated reimbursements under V.C. and V.D. as well as anticipated expenditures. SUPAC may not deficit spend.
- D. Each Participant shall bear the expenses incurred by its appointed members(s) in connection with their service with SUPAC. The vice chair shall be reimbursed by SUPAC for actual expenses reasonably incurred but shall not otherwise be compensated.
- E. A review of SUPAC's expenditures and operations shall be conducted from time-to-time by the Five County Association of Governments, which shall act as SUPAC's fiscal coordinator.

## VIII. STATEMENTS OF PARTICIPANTS'S ROLES AND RESPONSIBILITIES

To encourage understanding by Participants and members, each Participant shall provide to the vice chair, for distribution to all members, a succinct statement of the Participant's roles, responsibilities and objectives relative to the area of interest.

## XI. AMENDMENTS

Any change or amendment to this Memorandum of Cooperation may be made only with the consent of all parties hereto.

## X. SUPAC'S SUNSET

At SUPAC's first meeting in each calendar year after 1994, each Participant shall be asked to affirm its continued participation in SUPAC. Such affirmations shall be recorded in the meeting's minutes. Any Participant not affirming continued participation is discontinued as a Participant to this Memorandum of Cooperation, unless the participant, within 30 days of the relevant meeting, submits a letter to the chair or vice chair affirming continued participation. If more than half of the original participants fail to affirm continued participation, this Memorandum of Cooperation is inoperative 30 days after the relevant meeting.

## XI. SIGNATURES

Twenty-four (24) counterparts of the Memorandum of Cooperation shall be signed. Each Participant shall receive a fully-executed counterpart. Each is deemed an original.

SIGNED by representatives of the specific Participants on the dates listed below.

**Instrumentalities of the United States Government**

**UNITED STATES ARMY CORPS OF ENGINEERS**

By:

Title:

Date Signed:

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

By:

Title:

Date Signed:

**NATURAL RESOURCES CONSERVATION SERVICE**

By:

Title:

Date Signed:

**UNITED STATES DEPARTMENT OF INTERIOR  
BUREAU OF INDIAN AFFAIRS**

By:

Title:

Date Signed:

**BUREAU OF LAND MANAGEMENT**

By:

Title:

Date Signed:

**BUREAU OF RECLAMATION**

By:

Title:

Date Signed:

**FISH AND WILDLIFE SERVICE**

By:

Title:

Date Signed:

**NATIONAL PARK SERVICE**

By:

Title:

Date Signed:

**STATE OF UTAH**

**DEPARTMENT OF AGRICULTURE & FOOD**

By:

Title:

Date Signed:

**DEPARTMENT OF NATURAL RESOURCES**

By:

Title:

Date Signed:

**DEPARTMENT OF TRANSPORTATION**

By:

Title:

Date Signed:

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

By:

Title:

Date Signed:

**GOVERNOR'S OFFICE**

By:

Title:

Date Signed:

**SCHOOL AND INSTITUTIONAL TRUST LANDS ADMINISTRATION**

By:

Title:

Date Signed:

**LOCAL PLANNING AUTHORITIES**

**BEAVER COUNTY**

By:

Title:

Date Signed:

**CENTRAL IRON COUNTY WATER CONSERVANCY DISTRICT**

By:

Title:

Date Signed:

**FIVE COUNTY ASSOCIATION OF GOVERNMENTS**

By:

Title:

Date Signed:

**GARFIELD COUNTY**

By:

Title:

Date Signed:

**IRON COUNTY**

By:

Title:

Date Signed:

**KANE COUNTY**

By:

Title:

Date Signed:

**KANE COUNTY WATER CONSERVANCY DISTRICT**

By:

Title:

Date Signed:

**PAIUTE INDIAN TRIBE OF UTAH**

By:

Title:

Date Signed:

**WASHINGTON COUNTY**

By:

Title:

Date Signed:

**WASHINGTON COUNTY MAYORS ASSOCIATION**

By:

Title:

Date Signed:

**WASHINGTON COUNTY WATER CONSERVANCY DISTRICT**

By:

Title:

Date Signed: