

# MEMORANDUM OF UNDERSTANDING

Between  
The State of Utah  
And  
Signatory Agencies

This Memorandum of Understanding (MOU) is entered into between the Signatory agencies and the State of Utah on this 1<sup>st</sup> day of December, 2009. This MOU shall be known as the UTAH DIGITAL SPATIAL DATA SHARING AND INTEGRATION PROJECT.

## **1. Purpose**

This Memorandum of Understanding is made and entered into by the participating agencies for the purpose of sharing and exchanging non-sensitive digital spatial information in the State of Utah.

## **2. Objective**

This agreement constitutes an extension of the Memorandum of Understanding for Utah Digital Spatial Data Sharing and Integration Project that was originally signed on October 15, 1997 and renewed on May 25, 2004. The objective of this statewide agreement eliminates the necessity of developing multiple agreements between the individual participating agencies for the purpose of sharing data.

## **3. Benefits**

This agreement will decrease the duplicated development of the same information and will generate standardized information. The agreement also promotes the exchange of information and fosters communication between agencies in Utah.

## **4. Definitions**

### Participants:

Those agencies, federal, state, or local who have signed this Memorandum of Understanding.

### Spatial Data:

Information that contains the geographic location and characteristics of natural or constructed features and boundaries on the earth. This information may be derived from, among other things, remote sensing, mapping, and surveying technologies.

## 5. Project Management Plan

### A. Data Sharing

1. The participating agencies agree to share data for mutual benefit, in order to minimize duplication of efforts and expenditures, and to enhance intergovernmental cooperation. This will help ensure credibility through the use of the most accurate, current, and complete information available.
2. The participating agencies will provide digital data in a mutually agreed format.
3. In order to facilitate the sharing and exchange of data with participating agencies, direct communication with other participating agencies is authorized.

### B. The Data Catalog

1. The State Geographic Information Database (SGID) Catalog maintained by the Automated Geographic Reference Center (AGRC) will be used to provide a Catalog of Data that is generated or produced by the participating agencies. Creation of individual agency catalogs will be encouraged for additional reliable data.
2. The participating agencies will provide updates to that agency's information maintained in the Data Catalog in order to keep the data at its most current level or create links to locally-maintained compatible catalogs.
3. The Data Catalog will be available over the Internet.
4. These catalogs will fit within the concepts developed as part of the National Spatial Data Clearinghouse.
5. Use of the Federal Geographic Data Committee Content Metadata Standard is recommended for all participants.

### C. The Data Repository

1. At a minimum, framework data will be consolidated and integrated as part of the distributed SGID. Framework data includes but is not limited to the following layers:
  - a. Geodetic Control
  - b. Digital Ortho-imagery
  - c. Elevation

- d. Transportation
- e. Hydrography
- f. Governmental Units and Boundaries
- g. Cadastral Reference Systems and Administrative Ownership
- h. Demographics
- i. Wetlands
- j. Geology
- k. Wildlife Habitat
- l. Climate
- m. Ground Cover/Vegetation
- n. Land Use
- o. Soils
- p. Telecommunications
- q. Critical Facilities/Infrastructure
- r. Environmental Hazards

- 2. All agencies' specific data will be maintained by the responsible agency and made available to all participants.
- 3. The participating agencies will provide electronic data in an agreed-upon format.
- 4. The 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.
- 5. The Data Repository will be available over the Internet.
- 6. The Utah GIS Advisory Committee will coordinate data collection and standards dealing with attributes, currentness, completeness, and other data elements.

**6. Term of Agreement**

**Completion Date:**

This instrument is executed upon signature of participating agencies and expires on December 31, 2013 at which time it will be subject to review, renewal, or expiration. Additional agencies can become participants by signing.

**Termination:**

Any party(ies), may terminate their involvement in this instrument in whole, or in part, at any time before the date of expiration by giving 60 days prior written notice to the participants.

**Participation in Similar Activities:**

This instrument in no way restricts any of the cooperating parties from participating in similar activities with other public or private agencies, organizations, and individuals.

## **7. Records Shared or Exchanged**

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 provision 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 requested records. Metadata will include descriptions such as data source, scale, reliability, age, accuracy, etc., to identify data integrity.

## **8. Type of Access**

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

## **9. Confidentiality Statement**

Records provided pursuant to this agreement may contain only 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 records 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, except to the extent permitted by the Freedom of Information Act.

## **10. Cost Recovery**

Whenever possible, digital data shall be shared without cost. Costs would be incurred only if requesting participant wants data in a non-standard digital format or hard copy form. If cost recovery is determined to be necessary when a request for records is submitted, a separate procurement document 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.

## **11. Modification**

Modifications within the scope of this instrument shall be made by the issuance of a written modification signed by all parties prior to any changes being performed.

## **12. Administration**

The administration of this agreement will be accomplished by the participating agencies and their representatives and coordinated by the Utah GIS Advisory Committee.

## **13. 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 Official for each agency will be designated by the Signatory Official as the representative for that agency.

## **14. Restriction of Delegates**

Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise there from.

## **15. Non-Fund-Obligating Document**

This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive awards.

## **16. General Provisions**

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

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

- B. OMB Circular A-102, Uniform Administrative Requirements for Grants-In-Aid to State and Local Governments.
- C. OMB Circular A-133 (replaced OMB Circular A-128 on 7/1/97), Audits of State and Local Governments.
- D. Executive Order 12906 Coordinating Geographic Data Acquisition and Access: The National Spatial Data Infrastructure.

**17. Signatures**

Each participant shall receive a copy of the fully-executed Memorandum of Understand. Each is deemed an original.

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Governor Gary R. Herbert  
State of Utah

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Juliana P. Blackwell, Director  
National Oceanic & Atmospheric Administration  
National Geodetic Survey

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Cordell Ray, State Coordinator  
National Park Service

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Sylvia Gillen, State Conservationist  
Natural Resources Conservation Service

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Timothy Trainor, Chief  
Geography Division  
U.S. Bureau of Census

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Stott Stoddard, Intermountain States Liaison  
U.S. Army Corps of Engineers

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Selma Sierra, State Director  
U.S. Bureau of Land Management

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Bruce C. Barrett, Provo Area Manager  
Upper Colorado Region  
U.S. Bureau of Reclamation

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Carol Rushin, Acting Regional Administrator  
U.S. Environmental Protection Agency

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Larry Crist, Utah Field Office Supervisor  
U.S. Fish and Wildlife Service

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Harv Forsgren, Regional Forester  
U.S. Forest Service, Region 4

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Mike Shulters, Southwest Regional Executive  
U.S. Geological Survey

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Paul Rooney  
U.S. Federal Emergency Management Agency  
Department of Homeland Security

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Noelle Cockett, Vice President for Extension and Agriculture  
Utah Cooperative Extension Service, Utah State University

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Bill Rasmussen, President  
Utah Association of Conservation Districts