

**MOU-BLM-OR955-0904**  
**DATA SHARING AGREEMENT**  
**BETWEEN**  
**UNITED STATES DEPARTMENT OF THE INTERIOR**  
**BUREAU OF LAND MANAGEMENT**  
**OREGON/WASHINGTON STATE OFFICE**  
**AND**  
**IDAHO POWER COMPANY**

**I. PURPOSE:**

The purpose of this agreement is to provide the Bureau of Land Management (BLM) and Idaho Power Company the capability to share Geographic Information Systems (GIS) data.

**II. OBJECTIVES:**

The objectives of this agreement are:

- A. To provide a vehicle for the sharing of GIS data.
- B. To cooperate in the sharing of GIS data to realize maximum operating efficiency and cost savings. BLM will provide non-sensitive data as identified releasable periodically to Idaho Power Company. Idaho Power Company will give BLM sensitive data and non-sensitive data as approved by Idaho Power Company's designated official.
- C. To avoid duplication of effort in the collection of geographic data.
- D. To improve the accuracy of the GIS data.

**III. AUTHORITY:**

- A. Section 307 of the Federal Land Policy and Management Act of 1975 (FLPMA) (43 U.S.C. 1737).
- B. The Paperwork Reduction Act, 44 U.S.C. 3501.
- C. OMB Circular A-130, Management of Federal Information Resources.

**IV. BENEFITS:**

This agreement provides a vehicle for the sharing of spatial and alphanumeric data on a common need basis. Sharing GIS data decreases the redundant collection of the same spatial and alphanumeric data by the two cooperators and increases multi-agency and organization data collection efforts. This provides a cost saving to the taxpayer and is consistent with the Paperwork Reduction Act of 1980, implemented by OMB Circular A-130, which mandates agencies to share available information to the extent practicable and OMB Circular A-16 for development of a coordinated National Spatial Data Infrastructure.

## V. DEFINITIONS:

A. **Agreement** - data sharing/data exchange agreement.

B. **Alphanumeric Data** - data represented by letters, numbers and symbols, perhaps with special characteristics, and the space character. Data "read" versus data "seen" (spatial data). Alphanumeric data is often presented in "textual" or "tabular" format.

C. **Acceptable Quality Level (AQL)** - a level of data accuracy determined as acceptable for data to reach "official agency record" status.

D. **BLM** - the Bureau of Land Management in Oregon.

E. **Case Recordation (CR)** - data consisting of name, land description, and abstract of actions of use authorizations, title transfers, withdrawals, and classifications of public land and mineral estate.

F. **Data Element Pairing** - the combination of two or more data elements, manual or automated, which in and of themselves have no sensitivity, but when combined could reveal sensitivity or other types of data not authorized for disclosure to the public.

G. **Data Steward** - the person(s) so designated by their agency/organization as having the source expertise for their area or resource of concern. The Data Steward will: 1) determine the appropriate data standards to be applied, enforced, and developed; 2) verify that the data is accurate, current, and properly reflects the resource or program area(s) in terms of authenticity; and 3) determine if data can/should be shared or exchanged.

H. **Digital Data** - data in a form that can be processed by a computer.

I. **Effective Date** - the date of the last signature of the BLM State Director or Director Idaho Power Company on the agreement or any modification of the agreement.

J. **FOIA** - The Freedom of Information Act (FOIA) pertains to the disclosure of Federal agency records or information. The FOIA generally gives the public the right to inspect and request copies of their Government's records, but has exemptions which permit the withholding of certain limited classes of records, including records which would cause a clearly unwarranted invasion of personal privacy if disclosed.

K. **Geographic Coordinate Data Base (GCDB)** - a data base containing geographic coordinates (latitude and longitude) and attributes for corners of the Public Land Survey System (PLSS). The GCDB is designed to allow graphic portrayal and automated mapping of the land net and to allow registration of resource information (e.g., wildlife habitat and cultural resources) and land and mineral records to common geographic coordinate points. The GCDB enables users to locate resources on the surface of the earth, in relation to each other and other values, and to legal land descriptions.

L. **Geographic Information System (GIS)** - a system of hardware, software, and procedures designed to support the capture, management, manipulation, analysis, modeling, and display of spatially referenced data for solving complex management and planning problems.

**M. Global Positioning System (GPS)** - satellite technology used to determine geodetic positions on the earth's surface. Used to locate latitude and longitude physical positions of monumented corners on the ground and other geographic features.

**N. Legal Land Description (LLD)** - an automated alphanumeric file/inventory of survey information collected from Master Title Plats, cadastral survey plats, mineral survey plats, protraction diagrams, field notes, etc.

**O. Mining Claim Recordation (MCR)** - a collection of alphanumeric data including: claimant name, address, location description, and abstract of actions that occur on mining claims that are recorded with the BLM, as required by the Federal Land Policy and Management Act of 1976.

**P. Metadata** - "data about data." Information which provides standards and other information about data, usually contained in a data repository or data dictionary.

**Q. Non-Public Data** - data not readily available for public release, but which may be available through data sharing documents after Freedom of Information Act (FOIA) or the Privacy Act (PA) procedures are applied.

**R. Non-Sensitive Data** - data which is not protected under FOIA or PA exemptions; information for which release to the public is of a sound legal basis.

**S. Privacy Act:** The Privacy Act (PA) of 1974 deals with the disclosure of information held by the Federal Government and ensures that systems of Government records containing information about individuals are publicly identified, that only information which is legally authorized and necessary is collected, and that such information is maintained in a manner which precludes unwarranted intrusions upon individual privacy. The Act is applicable to all systems of records containing information about individuals. The PA prohibits the disclosure of personal information contained in identified systems of records which are subject to the Act.

**T. Proprietary/Confidential Data** - data that is submitted by either party in expectation of confidentiality, the release of which could result in substantial competitive harm to the submitter.

**U. Public Data** - information which outside groups may access and which has been reviewed for FOIA or PA issues.

**V. Public Land Survey System (PLSS)** - the corporate data set of official U.S. Government cadastral survey plats and field notes along with physical monuments and accessories on the ground representing corner locations depicted on the survey plats or protraction diagrams approved by the General Land Office/BLM. As such, the PLSS description uniquely identifies the land surveyed, protracted from a survey, protracted by aliquot subdivision, or protracted in its entirety.

**W. Sensitive Data** - data that requires protection due to the risk and magnitude of loss or harm which would result from inadvertent or deliberate disclosure, alteration, or destruction. The term includes: Information or data of which the improper use or disclosure could adversely affect the ability of an agency to accomplish its mission (i.e., threatened and endangered species, archeological sites), privileged data, records about individuals requiring protection under the PA

and/or FOIA documents being withheld under various exemptions, to include commercial or proprietary/confidential information.

X. **Spatial Data** - alpha, numeric, and "X"/"Y" coordinate data. It refers to geographically referenced features that are described by geographic positions and attributes in an analog/or computer readable (digital) form. Spatial data includes data derived from remote sensing, mapping, and surveying technologies.

Y. **Status Data** - and/or mineral ownership, withdrawals, classifications, and segregation data which includes name, land description, and abstract of actions of patents and deeds that describe ownership of public lands and mineral estates.

Z. **Work Orders** - documentation of all data exchanges. A work order is the tracking tool to identify transactions, events, joint efforts, and data exchange particulars.

## **VI. TERMS OF MUTUAL AGREEMENT:**

### **Idaho Power Company and BLM agree:**

A. Preparation of spatial and alphanumeric data is the responsibility of Idaho Power Company and BLM. However, the parties mutually agree that when necessary, each will contact the other before the release of any information determined as protected under a FOIA exemption or other statute belonging to the other party. Each party contacts the other following the discovery of any data considered sensitive under the FOIA or other statute. Such a release is made in writing and signed by the respective party's authorized manager or official. No party's information protected by the FOIA or other statute may be made available to any third party by the other party without specific, approved release.

B. No agreement to share BLM data should confer an exclusive right to BLM data by the Idaho Power Company and likewise no agreement to share Idaho Power Company data should confer an exclusive right to Idaho Power Company data by the BLM. BLM and Idaho Power Company are free to negotiate similar arrangements to share their respective data with other parties.

C. Data shared must be documented with the following information:

1. Data source and type;
2. Data steward(s);
3. Source scale (if applicable);
4. Capture methodology;
5. Age of source data;
6. Quality control and assurance exercised in the data entry, compilation, capture and data maintenance processes, including reliability and data verification as to authenticity and accuracy;
7. Identification of any sensitive data and data element pairing situations;
8. Access category and method of access. The data provided by BLM, pursuant to this agreement, may contain nonpublic BLM information (i.e., information not administratively available for on-site review to the public). The method of access to the data and the BLM access category must be specified.

D. Any BLM products resulting from this agreement will adhere to BLM policy on distribution of data considered sensitive; i.e., Bureau Manual Section 1278 - External Access To BLM Information. This applies to data which has been processed or has resulted from the combination of any sensitive data with any other data and "data element pairing" situation. Processed data follows the same restrictions as the original data.

E. The BLM is currently in a period of automation transition. This is expected to last through the period of performance for this agreement. Both parties recognize this and acknowledge the need for flexibility in terms of the types of any computer hardware, software, technology, and output products available to BLM and used to implement this agreement.

F. BLM data identified as Official Agency Records, having received Official Agency Record Designation Document (OARDD) action, will conform to BLM Acceptable Quality Levels (AQL); i.e., Bureau Manual Section 1283 - Data Administration.

At a minimum, any attribute data identified as Official Agency Records, having received OARDD action, will be verified as accurate to 95 percent plus or minus 5 percent, and authenticated by BLM before final release to the Idaho Power Company.

Work orders will need to include the appropriate disclaimer clause for the relevant type of information, as defined in Section XIV.B.

## **VII. TERM OF AGREEMENT:**

This agreement has a term of five (5) years from the date of approval by the BLM, at the end of which it expires unless canceled or extended. This agreement may be revised as necessary by mutual consent of the parties or by the issuance of a written amendment, signed and dated by the parties. This agreement may be terminated by either party providing 90 days written advance notice is given. This agreement will be reviewed annually to verify maintaining the agreement in an active data status.

## **VIII. BLM DATA TO BE SHARED OR EXCHANGED, PRODUCTS, SERVICES:**

### **BLM data to be shared includes:**

A. Digital data including, but not limited to digital imagery, digital spatial vector data in ArcGIS formats, and other digital data sets deemed non-sensitive as it becomes available.

B. Other "public" data (non-sensitive) as it becomes available.

### **Idaho Power Company data to be shared includes:**

A. Digital data including, but not limited to digital imagery, digital spatial vector data in ArcGIS formats, and other digital data sets deemed either sensitive or non-sensitive as it becomes available.

B. Other "public" data (non-sensitive) as it becomes available.

## **IX. TYPE OF ACCESS:**

Exchange of digital data covered under this agreement is by DVD, magnetic tape, floppy diskette, or CD-ROM, or via a public FTP or HTTP site, or other methods and technical specifications agreed to in the individual work orders.

## **X. CONFIDENTIALITY STATEMENT:**

### **A. Data Released by BLM:**

The data provided pursuant to this agreement may contain sensitive non-public BLM information protected by the FOIA or other statute, and information derived thereof. The recipient is prohibited from disclosing this protected information to the public or other parties, and the recipient of this information agrees not to transmit or otherwise divulge this information. If the recipient receives requests for this protected information or wishes to disclose the information, the recipient agrees to request BLM to make a decision on whether the information may be released.

### **B. Data Received by BLM:**

The BLM may only agree to maintain the confidentiality of information received pursuant to this agreement from other entities to the extent permitted by the FOIA, this agreement and the Nondisclosure and Confidentiality Agreement executed by the BLM and Idaho Power Company as of the date that agreement has been signed by both BLM and Idaho Power Company.

## **XI. COST RECOVERY:**

Information is shared at no cost. Requests for data or products may be subject to cost recovery (i.e., manual paper products or data enhancement requests). Determination of BLM cost recovery is through Federal regulations as found in BLM cost recovery guidelines as set by Department of the Interior (DOI) policy.

Should any joint endeavors arise which would involve reimbursement or advance of funds between the parties to this agreement, a separate agreement or contract will be prepared and handled according to prescribed financial and procurement procedures.

## **XII. ADMINISTRATION:**

A. Nothing in this agreement will be construed as affecting the authorities of the participants.

B. Conflicts between the participants concerning procedures which cannot be resolved at the operational level will be referred to the next higher level.

C. Any specifics related to the identification of any data which require prior approval, such as draft reports, work phases, etc., must be defined. Written or verbal approval will be specified. Time periods within which to respond will also be identified.

D. Order of Precedence. Any inconsistency in this agreement will be resolved by giving precedence in the following order: (a) Applicable Federal laws and regulation; (b) Any national policy requirements or standards; (c) Special terms and conditions; (d) All cooperative agreement sections, documents, exhibits, and attachments.

### **XIII. AGENCY CONTACTS:**

#### **For BLM:**

Oregon State Office  
333 S.W. 1<sup>st</sup> Avenue  
Portland, Oregon 97204  
(503) 808-6002

#### CONTACT/PHONE

Terry L. Hobbs  
GIS Remote Sensing Section Chief  
OR 955, Branch of Information Resources Management  
(503) 808-6194

#### **For Idaho Power Company:**

#### PROJECT CONTACT/ADDRESS/PHONE

Frank Mynar  
GIS Application Leader  
Idaho Power Company  
1221 W. Idaho Street  
Boise, ID 83702  
Phone: (208) 388-2977  
fmynar@idahopower.com

#### ADMINISTRATIVE CONTACT/PHONE

Jan Bryant  
Senior Manager, Property Services  
Idaho Power Company  
1221 W. Idaho Street  
Boise, ID 83702  
Phone: (208) 388-2832  
jbryant@idahopower.com  
Fax: (208) 388-5047

### **XIV. SPECIAL TERMS AND CONDITIONS:**

A. No member of Congress or resident Commissioner is admitted to any share or part of this data sharing agreement or to benefits that may arise therefrom; but this provision must not be construed to extend to this data sharing agreement made with a corporation for its general benefit.

B. The following disclaimer statement(s) is applied to BLM data, as appropriate, depending on the BLM Records Access Category and the data verification status for the data involved:  
Public Records/Data - Category 1 and Discretionary Electronic Records or Enhanced Products - Category 2:

"NO WARRANTY IS MADE BY THE BLM FOR USE OF THE DATA FOR PURPOSES NOT INTENDED BY BLM."

Non-Public Records - Category 3:

Unverified data - "NO WARRANTY IS MADE BY BLM AS TO THE ACCURACY, RELIABILITY, OR COMPLETENESS OF THIS DATA FOR INDIVIDUAL USE OR AGGREGATE USE WITH OTHER DATA."

Internal Use Data - "FOR INTERNAL BLM USE"

No Intended Distribution - "REVIEW AND/OR DISPLAY COPY - NOT FOR DISTRIBUTION."

The following disclaimer is applied to BLM data:

NEITHER THE UNITED STATES GOVERNMENT, NOR BLM, NOR ANY OF THEIR EMPLOYEES, MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION DISCLOSED, OR REPRESENTS THAT ITS USE WOULD NOT INFRINGE PRIVATELY OWNED RIGHTS.

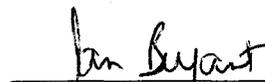
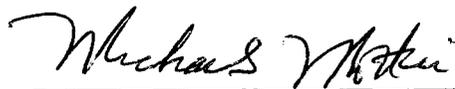
The following disclaimer is applied to Idaho Power Company data:

NEITHER IDAHO POWER COMPANY NOR ANY OF ITS EMPLOYEES MAKES ANY WARRANTY, EXPRESSED OR IMPLIED, OR ASSUMES ANY LEGAL LIABILITY OR RESPONSIBILITY FOR THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION DISCLOSED PURSUANT TO THIS AGREEMENT.

Pursuant to Article "VII", this BLM – Idaho Power Company Data Sharing Agreement is hereby approved:

Bureau of Land Management

Idaho Power Company



 Edward Shepard  
State Director  
USDOI Bureau of Land Management  
Date \_\_\_\_\_

Jan Bryant  
Senior Manager, Property Services  
Idaho Power Company  
Date 3-12-2009

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**NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT**

VALE DISTRICT B.L.M.

This Nondisclosure and Confidentiality Agreement (the "Agreement") is made and entered into this Date, 2009, by and between Idaho Power Company ("Idaho Power") whose address is 1221 W. Idaho Street, Boise, Idaho 83702, and United States Department of the Interior Bureau of Land Management ("Recipient") whose address is Oregon State Office, 333 S.W. 1<sup>st</sup> Avenue, Portland, Oregon 97204. Idaho Power and Recipient are hereinafter sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Idaho Power is the owner of certain information which it considers confidential and proprietary to Idaho Power; and

WHEREAS, Idaho Power desires to protect the confidentiality of, maintain its rights in, and prevent the unauthorized use and disclosure of such information; and

WHEREAS, it is in the interest of the Parties to cooperate in the development of geographically referenced information; and

WHEREAS, Recipient may be given, have access to, discover, or otherwise obtain information confidential and proprietary to Idaho Power in the process of updating and enhancing the Recipient's Geographic Information System; and

WHEREAS, Idaho Power will only allow Recipient to be given, have access to, discover or otherwise obtain such information on the condition that Recipient does not use such information contrary to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual obligations and undertakings set forth herein, the sufficiency of which is hereby acknowledged, Idaho Power and Recipient agree as follows:

1. Confidential Information As used in this Agreement, "Confidential Information" means all information of Idaho Power Company that is not generally known to the public at the time such information is disclosed by Idaho Power to Recipient or otherwise obtained by Recipient, whether of a technical, business or other nature (including, without limitation, trade secrets, know how, and information relating to technology, customers, business plans, promotional and marketing activities, finances and other business affairs of Idaho Power), that is disclosed by Idaho Power to Recipient or otherwise obtained by Recipient.

2. Use of Confidential Information Recipient, except as expressly provided in this Agreement or required by federal law, shall not disclose Confidential Information to anyone without Idaho Power's prior written consent. The Recipient will not use, or permit others to use, Confidential Information for any purpose other than updating and enhancing the Recipient's Geographic Information System. Recipient shall take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature and as provided by Federal law.

3. Recipient's Personnel Recipient, if a business entity, shall restrict the possession, knowledge, development and use of Confidential Information to its employees, agents, subcontractors and other entities controlled by it (collectively, "Personnel") who have a need to know the Confidential Information in connection with updating and enhancing the Recipient's Geographic Information System and who have signed a Nondisclosure Agreement with Idaho Power. Recipient's Personnel shall have access only to Confidential Information they need in updating and enhancing the Recipient's Geographic Information System.

4. Disclosures to Governmental Entities If Recipient becomes legally obligated to disclose Confidential Information to any governmental entity with jurisdiction over it, Recipient shall give Idaho Power prompt written notice sufficient to allow Idaho Power to seek a protective order or other appropriate remedy. Recipient shall disclose only such information as is required by the governmental entity and as is permitted or required by Federal law and shall use its reasonable best efforts to obtain confidential treatment for any Confidential Information that is so disclosed.

5. Ownership of Confidential Information All Confidential Information will remain the exclusive property of Idaho Power, and Recipient will have no rights, by license or otherwise, to use Confidential Information except as expressly provided herein.

6. Return of Confidential Information Recipient shall promptly return or destroy, and verify in writing its destruction of, all tangible material embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) upon Idaho Power's written request.

7. Injunctive Relief Recipient acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to Idaho Power for which monetary damages may be difficult to ascertain or an inadequate remedy.

8. Responsibility; Termination Recipient shall be wholly responsible for maintaining the secrecy and confidentiality of the Confidential Information disclosed by Idaho Power to Recipient or otherwise obtained by Recipient, and shall be responsible in this regard for the actions and activities of all its Personnel. Any breach of this Agreement by Recipient or

Recipient's Personnel shall result in legal action being taken by Idaho Power against Recipient and/or Recipient's company as Idaho Power deems appropriate.

9. Scope; Surviving Obligations This Agreement is intended to cover Confidential Information disclosed by Idaho Power to Recipient or otherwise obtained by Recipient both prior and subsequent to the date hereof. Recipient's obligations with respect to Confidential Information shall survive termination of this Agreement.

10. Limited Relationship This Agreement does not create a joint venture, partnership or any other formal or informal business relationship or entity of any kind, or any obligation to form any such relationship or entity. Each Party is acting as an independent contractor and not as an employee or agent of the other Party for any purpose, and neither shall have the authority to bind the other.

11. Cumulative Obligations Each Party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other Party, whether express or implied, in fact or in law.

12. Nonwaiver The waiver by either Recipient or Idaho Power of a breach of any provision hereof must be in writing and shall not constitute a waiver of a similar breach in the future, or of any other breach, or nullify the effectiveness of such provision.

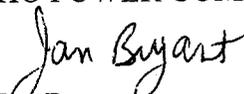
13. No Third Party Beneficiaries No right or obligation contained in this Agreement shall inure to the benefit of any person or entity not a Party or a successor or assign of a Party. Nothing in this Agreement shall be construed to create any duty to, any standard of care with reference to, or any liability to any third party.

14. Successors and Assigns This Agreement shall be binding on each Party's successors and assigns including, without limitation, any affiliates or subsidiaries.

15. No Other Agreements; Amendment This Agreement represents the final expression of the understanding between the Parties with respect to the subject matter hereof and is a complete and exclusive statement of the terms hereof. No prior or contemporaneous oral or written representations or communications between the Parties or their representatives, course of dealing, or trade usage shall be deemed to modify the wording hereof or be used in interpreting or construing the meaning or intent hereof. No changes, amendments or modifications of any of the terms or conditions of this Agreement shall be valid unless reduced to writing and signed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, the Parties have entered into this Agreement effective as of the day and year first hereinabove written.

IDAHO POWER COMPANY

  
By: Jan Bryant  
Title: Senior Manager, Property Services

RECIPIENT

  
By: Ed Shepard  
Title: State Director, Oregon  
USDOI Bureau of Land Management