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Introduction and Purpose

This Intergovernmental Agreement (IGA) establishes a cooperative framework between the Regional Planning Council (RPC), the State Emergency Management Agency (SEMA), and the County IT Department (CITD). These entities agree to share data and analytical resources. The aim is to improve both regional planning and disaster response capabilities.

Objectives

The primary goals of this IGA include:

- Enhancing the effectiveness of regional planning initiatives.
- Improving disaster response times across the region.
- Facilitating more efficient allocation of resources during emergencies and for long-term planning.

Data Sharing and Analysis

This agreement enables the participating agencies to pool their data resources. Collaborative analysis will support better-informed decision-making. This cooperation will lead to more resilient communities and streamlined government operations. The IGA outlines the specific data sharing protocols, security measures, and ethical considerations that will govern the exchange of information between RPC, SEMA, and CITD.

Scope and Coverage

This Intergovernmental Agreement establishes a framework for collaborative data sharing and analysis among the Regional Planning Council (RPC), State Emergency Management Agency (SEMA), and County IT Department (CITD). It defines the boundaries of the cooperative effort.



Geographic Scope

The geographic scope of this agreement encompasses all municipalities located within the [Region Name] region. All activities, data sharing, and cooperative efforts will be focused on this defined area.

Sector Coverage

This agreement addresses critical sectors that intersect urban planning, emergency management, and information technology. This includes, but is not limited to, data relevant to infrastructure, demographics, environmental factors, and emergency response resources within the specified region.

Agreement Term

This agreement will be in effect for a period of five (5) years, beginning on the Effective Date. The Effective Date will be determined as the date of the last authorized signatory to this agreement.

Roles and Responsibilities

This section defines the roles, duties, and obligations of each party participating in this Intergovernmental Agreement. These parties include the Regional Planning Council (RPC), the State Emergency Management Agency (SEMA), and the County IT Department (CITD). Each party agrees to fulfill the responsibilities outlined below to ensure the successful implementation of this agreement.

Regional Planning Council (RPC)

The RPC will spearhead the collection and comprehensive analysis of regional data. This includes gathering data from various sources, ensuring its accuracy, and preparing it for sharing on the designated platform. The RPC will also be responsible for identifying trends and patterns within the data to support informed decision-making. The designated point of contact for the RPC is [Name], reachable via [Email].



State Emergency Management Agency (SEMA)

SEMA is tasked with utilizing the shared data to enhance emergency planning and response efforts. This involves integrating the data into existing emergency management systems, developing strategies based on data analysis, and coordinating response activities. SEMA will also provide feedback to the RPC and CITD on data relevance and system performance. The designated point of contact for SEMA is [Name], reachable via [Email].

County IT Department (CITD)

The CITD will maintain and secure the data sharing platform. This includes ensuring the platform's operational stability, implementing security measures to protect data integrity, and providing technical support to the RPC and SEMA. The CITD will also manage user access and permissions, adhering to established data sharing protocols. The designated point of contact for the CITD is [Name], reachable via [Email].

Shared Obligations

Obligations are shared among the parties based on their expertise and available resources, as further detailed in Appendix A. All parties are expected to collaborate in good faith and communicate effectively to achieve the goals outlined in this agreement.

Governance and Coordination Mechanisms

Regional Data Governance Committee

A Regional Data Governance Committee (RDGC) will oversee the implementation and ongoing management of this Agreement. The RDGC will be composed of designated representatives from the Regional Planning Council (RPC), State Emergency Management Agency (SEMA), and County IT Department (CITD).



Decision-Making Process

The RDGC will operate on a consensus-based decision-making model. All decisions related to data sharing, analysis, and system modifications will require the agreement of all three member organizations. Approved decisions and action items will be documented in meeting minutes and communicated to all relevant personnel via email.

Coordination Processes

To ensure effective cooperation and information flow, the following coordination processes will be implemented:

- **Regular RDGC Meetings:** The RDGC will convene regularly, at least quarterly, to review progress, address challenges, and plan future activities. More frequent meetings may be scheduled as needed.
- **Standardized Data Formats:** All parties agree to adhere to mutually agreed-upon standardized data formats to facilitate seamless data sharing and analysis.
- **Joint Training Exercises:** Joint training exercises will be conducted periodically to ensure that personnel from all participating agencies are proficient in the use of shared data systems and protocols. These exercises will promote collaboration and improve response effectiveness.

Financial Arrangements and Resource Allocation

This section details the financial responsibilities and resource allocation among the Regional Planning Council (RPC), State Emergency Management Agency (SEMA), and County IT Department (CITD). Costs associated with this Intergovernmental Agreement will be shared proportionally based on usage. A detailed budget outlining these allocations is provided in Appendix B.

Cost Sharing and Responsibilities

Each party assumes specific financial responsibilities to ensure the success of this collaborative effort.



- **RPC:** The RPC is responsible for covering the costs of data analysis software licenses required for the project.
- **SEMA:** SEMA will manage the expenses related to emergency response equipment that is directly linked to the data usage and analysis within this agreement.
- **CITD:** The CITD is responsible for the maintenance and security of the platform used for data sharing and analysis. This includes all costs associated with ensuring the platform's continued operation and protection.

Auditing and Reporting

To ensure financial transparency and accountability, annual audits will be conducted by an independent auditor. These audits will assess the financial activities related to this agreement. Furthermore, quarterly financial reports will be submitted to the Regional Data Governance Committee (RDGC), providing regular updates on the financial status of the collaboration.

Data Sharing and Confidentiality

This section outlines the protocols for data sharing, protection, and confidentiality among the Regional Planning Council (RPC), State Emergency Management Agency (SEMA), and County IT Department (CITD). The parties agree to share specific data for regional planning and disaster response purposes. Data types include population demographics, infrastructure data, hazard risk assessments, and real-time sensor data.

Data Protection

All shared data will be protected using industry-standard security measures. These measures include encryption, strict access controls, and secure data storage. Each party is responsible for maintaining the confidentiality and integrity of the data it receives. We commit to complying with all relevant data privacy laws and regulations.

Permitted Use and Restrictions

Data provided under this agreement will be used solely for regional planning and disaster response activities. Any other use is strictly prohibited. No party may share the data with external entities without prior written consent from all participating



agencies. Each agency will implement internal policies to ensure data is accessed and used only by authorized personnel.

Data Exchange Protocols

Data exchange will occur through secure channels established and maintained by CITD. These channels will support real-time data feeds where appropriate. Regular audits will be conducted to ensure compliance with these protocols. The parties will review and update these protocols as needed to adapt to evolving security threats and technological advancements.

Dispute Resolution

The parties commit to resolving disputes arising from this Intergovernmental Agreement through a fair and efficient process.

Informal Consultation

Initially, parties will attempt to resolve any dispute through informal consultation. This involves direct discussions between designated representatives of each party. The consultation period will last for 30 days from the date that one party notifies the other of the dispute.

Mediation

If informal consultation fails to resolve the dispute, the parties will proceed to mediation. They will jointly select a neutral mediator. All parties will share the costs of mediation equally. The mediation period will last for 60 days.

Arbitration

If mediation does not produce a resolution, the parties agree to submit the dispute to binding arbitration. Arbitration will occur under the rules of the American Arbitration Association. A single arbitrator, agreed upon by all parties, will conduct the arbitration. The arbitration decision will be final and binding. The arbitration period will not exceed 90 days. Each party will bear its own costs related to the arbitration, but the parties will split the arbitrator's fees and related expenses equally.



Amendments and Modifications

Amendment Initiation

Any party to this Intergovernmental Agreement (RPC, SEMA, or CITD) may initiate an amendment. The initiating party must submit a written proposal detailing the suggested changes.

Amendment Process and Approval

The Regional Data Governance Committee (RDGC) will review all proposed amendments. Amendments require unanimous written approval from all parties to become effective. This ensures all parties are in agreement with any changes made to the agreement.

Modification Notification

All parties must receive written notification of any modifications to this Agreement at least thirty (30) days prior to their effective date. This advance notice allows each party adequate time to review and prepare for the changes.

Termination and Exit Procedures

This Intergovernmental Agreement may be terminated under the following conditions: a material breach of the agreement by any party, failure by any party to fulfill its obligations as outlined in this agreement, or by mutual written agreement of all participating parties.

Notification

Any party seeking to terminate this agreement must provide written notice to all other parties at least 90 days prior to the proposed termination date. This notice must specify the reasons for termination and the intended date of termination.



Ongoing Obligations

Upon termination of this agreement, certain obligations will survive, including those pertaining to data security and confidentiality. All parties will continue to uphold these responsibilities, ensuring the continued protection of shared data and information, even after the agreement has been formally terminated.

Implementation and Reporting

This section outlines the steps for putting this agreement into action. It also details how progress will be tracked and reported to ensure goals are met.

Implementation Milestones

Key milestones will mark the progress of this intergovernmental agreement:

- **Data Sharing Platform Setup:** Completion of the data sharing platform is scheduled for Month 3.
- **Initial Data Upload:** The first upload of data to the platform will occur by Month 6.
- **Joint Training Exercise:** A joint training exercise for all participating agencies is planned for Month 9.

Progress Monitoring and Reporting

The Regional Data Governance Committee (RDGC) will oversee the progress of this agreement. Progress will be tracked through:

- **Quarterly Progress Reports:** Each participating agency will submit a quarterly progress report to the RDGC. These reports will follow a standardized format, as detailed in Appendix C.
- **Annual Performance Reviews:** The RDGC will conduct annual performance reviews to assess the overall effectiveness of the data sharing and analysis efforts.



Legal and Jurisdictional Provisions

Governing Law

The laws of the State of [State Name] govern this Intergovernmental Agreement. All parties must interpret and apply this agreement in accordance with these laws.

Jurisdiction

The courts of [County Name] County, [State Name], hold exclusive jurisdiction over any disputes arising from or related to this Intergovernmental Agreement. This includes matters of interpretation, enforcement, and breach. Each party consents to the personal jurisdiction and venue of these courts.

Definitions and Interpretations

For the purposes of this Intergovernmental Agreement, the following terms shall have the meanings ascribed to them below. These definitions clarify the scope and intent of specific terms as they relate to data sharing, regional planning, and disaster response activities. All references to days shall mean calendar days unless otherwise specified.

Key Definitions

- **Data Sharing Platform:** The secure technological infrastructure, further detailed in Appendix D, utilized by RPC, SEMA, and CITD for exchanging Regional Data.
- **Regional Data:** The collective data sets as described in Appendix D, shared between RPC, SEMA, and CITD, pertaining to regional planning initiatives and emergency response readiness.
- **Emergency Response:** Actions taken by SEMA, CITD, and supported by RPC, as defined in Appendix D, to address and mitigate the impact of disasters within the designated geographic scope.



Interpretations

Unless the context requires otherwise, words in the singular include the plural and vice versa. A reference to any law or regulation includes any amendment, modification, or re-enactment of it. Appendix D contains additional definitions related to data usage restrictions and obligations upon termination of this agreement.

Signatories and Execution

This Intergovernmental Agreement shall become effective on [Date]. The authorized representatives listed below, by signing this agreement, indicate their respective agency's commitment to the terms and conditions outlined herein.

Signatories

Regional Planning Council (RPC)

[Name] [Title] Date: _____

State Emergency Management Agency (SEMA)

[Name] [Title] Date: _____

County IT Department (CITD)

[Name] [Title] Date: _____

Notarization

All signatures must be duly notarized to certify the authenticity of the agreement and the signatories' authorization to bind their respective agencies. Notarization records should be attached as an appendix to this agreement.



Annexes and Appendices

This section lists the annexes and appendices that support this Intergovernmental Agreement. These documents provide detailed information and specifications related to specific aspects of the agreement.

Appendix A: Division of Responsibilities

Appendix A outlines the responsibilities of each participating agency: the Regional Planning Council (RPC), State Emergency Management Agency (SEMA), and County IT Department (CITD). This appendix clarifies the roles and duties of each entity in the data sharing and analysis framework.

Appendix B: Budget

Appendix B details the budget for this Intergovernmental Agreement. This includes cost allocation among the participating agencies. It also covers financial responsibilities related to data sharing and analysis activities.

Appendix C: Reporting Format

Appendix C specifies the reporting format to be used by all participating agencies. This ensures consistency and clarity in progress reports and other communications related to this agreement. It includes guidelines for data presentation and report structure.

Appendix D: Definitions

Appendix D provides definitions of key terms used in this Intergovernmental Agreement. This ensures a common understanding of the language and concepts used throughout the document.

Supporting Documents

The following documents are integral to the implementation and interpretation of this Intergovernmental Agreement:

- **Regional Infrastructure Map:** A detailed map showing critical infrastructure within the region, used for planning and disaster response efforts.

- **Data Sharing Protocols:** These protocols outline the procedures and standards for sharing data among the participating agencies, ensuring data security and integrity.
- **Technical Specifications:** Detailed specifications for the technology and systems used in data collection, storage, and analysis.
- **Implementation Schedule:** A timeline outlining the key milestones and deadlines for implementing the agreement.

