

AGREEMENT  
BETWEEN  
USDA FOREST SERVICE

FOREST INVENTORY AND ANALYSIS PROGRAM  
AND THE  
Deputy Chief State and Private Forestry  
LANDFIRE PROGRAM

This **INTRA-AGENCY AGREEMENT** is hereby entered into by and between the USDA Forest Service, Forest Inventory and Analysis Program, hereinafter referred to as the FIA, and the Deputy Chief State and Private Forestry LANDFIRE Program, hereinafter referred to as the LANDFIRE. This is a no-funds agreement.

A. **PURPOSE:** This agreement document outlines the conditions under which the FIA program will collaborate with the LANDFIRE program to enable all facets of LANDFIRE to take advantage of FIA data, including accurate coordinates of FIA sample locations, in a manner that prevents release and protects the confidentiality of the FIA sample locations. This is accomplished through a partnership in which FIA staff will work with and within LANDFIRE, using FIA data to derive intermediate products that do not disclose sample plot locations, or that allow the linkage of FIA data to individual private landowners.

B. **STATEMENT OF MUTUAL INTERESTS & BENEFITS:**

Both the FIA and LANDFIRE programs conduct and have a mutual interest in research pertaining to the renewable forest resources of the United States.

The FIA program collects consistent forest inventory data across all forest ownerships of the US, making the information available to a wide array of clients. FIA is interested in supporting the LANDFIRE work, which is an important program in the public interest. FIA will benefit from a multi-agency professional cooperation and enhanced technical capabilities of FIA remote sensing scientists through contacts within the mapping effort. LANDFIRE increases the applicability of FIA data to national fire and land management because models and data developed from LANDFIRE will be directly based on FIA data. For example, LANDFIRE programs could compute crown fire potential for an FIA plot, which would expand the utility of FIA data.

The FIA program is also interested in protecting and maintaining the confidentiality of sample plot locations to protect landowner privacy and to maintain the long-term integrity of the FIA sample. Current federal law requires that FIA sample plot locations not be shared outside of the FIA program in any way that allows non-FIA staff to determine the ownership of individual sample plots. To comply with legal mandates as summarized in Attachment 1, FIA cannot (1) release any data that might be considered privileged or proprietary by any individual or corporate landowner; (2) release data that may hinder field access to the plots in the future; 3) release data that would cause plots to be treated differently than they would

have otherwise been treated, which would bias inventory results; and (4) release data that would damage the credibility and reputation of the FIA Program.

LANDFIRE is a national vegetation, fire, and fuel assessment mapping and modeling program that generates comprehensive, wall-to-wall, 30-meter resolution map products of vegetation, fire, and fuel condition across the United States for fire and land management planning. A critical resource in nearly all LANDFIRE mapping and modeling tasks is an extensive geo-referenced field database. These data are used for many purposes including 1) field reference to drive USGS Eros Data Center classification models (including forest/nonforest separation), 2) accuracy assessments, 3) simulation model parameterization and validation, 4) gradient modeling, 5) biophysical mapping, and 6) quantification of landscape components (e.g., crown fuels). LANDFIRE has a production unit dedicated to collecting and reformatting existing vegetation databases. In addition to, and despite the LANDFIRE field effort, FIA geo-referenced data are critical to the success of the LANDFIRE mapping program. FIA inventory plots represent the most consistent, nationwide, standardized and comprehensive forest database available.

Without the support of FIA data, many map products that are critical to LANDFIRE but also useful to FIA are difficult to achieve or be completed on schedule. With FIA data support, not only are key products such as forest type groups and percent canopy at the 30-meter resolution nationwide be done accurately and in a cost-effective and timely manner, but critical steps in the classification process, such as forest/nonforest separation are more straightforward. Long-term support of FIA data provides a basis on which classification models to automate the mapping process and periodic updates may be possible.

#### C. FOREST SERVICE, FIA, SHALL:

1. Locate FIA staff, mutually agreed to by both programs, within the Missoula Fire Sciences Laboratory in Missoula, Montana and within the EROS Data Center in Sioux Falls, SD, or mutually agreeable sites, to collaborate with LANDFIRE.
2. Provide the FIA staff assigned to the LANDFIRE effort with the most accurate, up-to-date information regarding locations of FIA sample plots for the entire US;
3. Provide the field data collected by the FIA program on these plots, in electronic form; location specific data will be used only by the FIA staff and will be protected through approved data security procedures.
4. Provide assistance in understanding, using, and interpreting the data provided, including any analyses necessary to support LANDFIRE, with the stipulation that products intended for release outside of FIA must not permit disclosure of exact FIA sample locations. These analyses may include, but are not limited to, cross registration of FIA sample data with remotely sensed data; computation of new variables from FIA data and other sources; and any spatial analyses which advance the LANDFIRE mission.

5. Participate in documenting the results and findings of the research, including coauthoring publications and presentations as appropriate.
6. Provide all normal administrative supervisory functions for FIA staff located in Missoula and Sioux Falls or other mutually agreeable sites, soliciting input from LANDFIRE cooperators as appropriate.

**D. FOREST SERVICE, LANDFIRE, SHALL:**

1. Permit the FIA program to become cooperators in LANDFIRE by allowing FIA to locate one or more FIA staff within the LANDFIRE office at the Missoula Fire Sciences Laboratory, Missoula, Montana, and at the EROS Data Center or other mutually agreeable sites.
2. Equip the FIA staff with a computer and necessary software, which will be the sole repository for exact FIA sample plot locations, to be accessed solely by the FIA staff assigned to the program.
3. Provide all necessary office space, equipment, and administrative support necessary for the FIA staff to participate in LANDFIRE.
4. Not to disclose the plot locations to any other party, including requests under the Freedom of Information Act. This information is exempt by statute from disclosure under the provisions of the Freedom of Information Act (5 U.S.C. 522(b)(3)). The statute that specifically describes release of FIA sample locations is Section 1770(d) of the Food Security Act of 1985, Pub. L. 99-198 (7 U.S.C. 2276), as amended through Pub. L. 106-113, Nov. 29, 1999. LANDFIRE and FIA staff working with LANDFIRE will take all reasonable security precautions to prevent disclosure of FIA sample locations to other parties, including existing security procedures in place within FIA units.
5. Provide a detailed security plan documenting all appropriate steps necessary to safeguard the confidentiality of FIA sample location data and derived products from which plot locations can be derived.
6. Not use the plot locations for purposes other than those in this agreement.
7. Not visit the actual sites of the plot locations.
8. Not contact, divulge, or otherwise infringe upon the landowners of the plot locations.
9. Not alter what would be normal business operations/forest management activities on the sites of the plot locations.
10. Not disclose the forest inventory data for an individual private or corporate landowner.

11. Not use the forest inventory data for regulatory actions against the landowner.
12. Not publish tables, graphs, maps, or any other medium that show exact plot locations.
13. Allow the FIA Program to review study plans and reports resulting from the use of plot locations and their associated forest inventory data.
14. Give the FIA program credit (written/oral acknowledgements, authorships, etc) as the source of the forest inventory data used in all publications or presentations, which use information, derived from FIA data. Use the FIA logo in association with all published maps and posters that used FIA data.
15. Allow the FIA program to use the final product/results in other applications and locations.
16. Delete, purge, or otherwise destroy all hardcopy and electronic files containing the plot locations, to the FIA program at the expiration of this agreement or termination/completion of work.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TERMINATION. Either party(s), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
3. RESPONSIBILITIES OF PARTIES. The parties to this agreement will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
4. NON-FUND OBLIGATING DOCUMENT. Nothing in this agreement shall obligate any of the parties to this agreement to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

5. PRINCIPAL CONTACTS. The principal contacts for this instrument is:

***State and Private Forestry FS WO  
Program Contact***

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***IW FIA Program Contact***

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***PNW FIA Program Contact***

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***SRS FIA Program Contact***

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6. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on May 15, 2014, at which time it will be subject to review and renewal, or expiration.
7. All LANDFIRE partners may freely use and share all non-confidential FIA data without restriction, including field data from FIA sample locations and products derived from FIA sample locations, which do not allow determination of exact sample locations.
8. LANDFIRE partners acknowledge that they have read and understood the provisions regarding confidentiality of FIA sample locations contained in the Food Security Act of 1985 (7 U.S.C. 2276(d)), and that they will abide by the terms set forth in that law. In particular, LANDFIRE understands that FIA coordinates may not be shared outside LANDFIRE, and are not subject to FOIA requests.
9. LANDFIRE understands that exact coordinates are not known for all FIA plots; the process of obtaining GPS coordinates for FIA sample locations is ongoing, and some states or parts of states may only have approximate coordinates determined to the best of our ability by digitization from photos or maps.
10. At the completion of this agreement, the FIA program is responsible to reassign the FIA staff back to an FIA facility.
11. All equipment purchased to support this agreement will remain the property of the purchasing unit upon completion of the agreement.

THE PARTIES HERETO have executed this instrument.

<u>/s/</u> Daniel Crittenden LANDFIRE Business Lead	DATE	<u>/s/</u> Greg Reams FIA National Program Leader	DATE
<u>Michael Wilson</u> Program Manager, IW FIA	DATE	<u>Sue Willits</u> Program Manager, PNW FIA	DATE
<u>Dennis May</u> Program Manager, NRS FIA	Date	<u>Bill Burkman</u> Program Manager, SRS FIA	DATE

