From: Welty, Justin
To: Herren, Vicki
Cc: Kern, Tim; Lief Wiechman; Gordon Toevs; Sally Butts
Subject: Re: New MOU for the GRSG CED
Date: Friday, May 23, 2014 11:05:40 AM
Attachments: BLM_MOU-200-2010-01 (2).pdf

Attached is the LTDL MOU.

Justin Welty, Ecologist
FRESC Snake River Field Station
Boise ID 83706
(208) 426-5212
jwelty@usgs.gov

On Fri, May 23, 2014 at 11:02 AM, Herren, Vicki <vherren@blm.gov> wrote:

> All
> As we start this new MOU between BLM/FWS/USGS for the GRSG CED, I am wondering if we can use existing language in the 3 agreements/MOUs already in place that I know of:
> between BLM and USGS for LTDL
> between FWS and USGS for the CED
> between BLM and USGS "SCIENCE IN SUPPORT OF NATURAL RESOURCE MANAGEMENT".
>
> Would that be useful? If the folks that have access to these want to send them to me I can take a first cut at the CED MOU.
>
> Thanks,
> Vicki
>
> On Wed, May 21, 2014 at 7:45 AM, Kern, Tim <kernt@usgs.gov> wrote:
>
>> I guess I am the USGS person to deal with. The USFWS contact would be up to Lief and Kate -- if this is a regional agreement, then Lief. If this is a national agreement, probably Kate.
>>
>> Tim Kern
>> Chief, Information Science Branch
>> USGS Fort Collins Science Center
>> 2150 Centre Ave, Building C
>> Fort Collins, CO 80526-8118
>> 970-226-9366
>> 970-226-9230 (fax)
>>
>> On Wed, May 21, 2014 at 6:57 AM, Herren, Vicki <vherren@blm.gov> wrote:
>>
>>> All
>>> I just had a conversation with Christine Hawkinson, the BLM's Data Administrator. Because the data is going to USGS but will be used by the FWS, she recommended that we enter into an MOU between the 3 agencies to be clear about what data is being shared, how it will be used and how we will operate in the short term for this year's GRSG CED and in the future.
>>>
>>> So, who should I work with in the USGS and FWS to build this MOU?

Vicki

On Fri, May 9, 2014 at 11:26 AM, Kern, Tim <kernt@usgs.gov> wrote:

Since this would be between USGS and BLM, we would need to work within the confines of the existing BLM-USGS MOU on "SCIENCE IN SUPPORT OF NATURAL RESOURCE MANAGEMENT". The operative sections are **bolded** below:

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The BLM and the USGS agree to cooperate at the local, regional, and national levels to exchange data and information on the natural resource management goals, objectives, and data needs of the BLM and the science capabilities of the USGS in assisting the BLM in meeting these goals and objectives. Mutual responsibilities as part of this coordination may include:

- Exchanging information relating to lists of priority natural resource science information needs and deadlines for inclusion of science information;
- Identifying bureau points of contact to ensure coordination and successful incorporation of science in support of resource management;
- **Identifying resource issues specific to natural resource management activities;**
- **Working together to identify and deliver readily available information and data that are needed for natural resource management activities;**
- **Cooperating to interpret data and information to facilitate their availability and use in the natural resource management activities;**
- **Collaborating to identify information gaps and needs for new data, and plan and conduct studies and investigations to obtain new information where possible considering the time and budget limitations of the two bureaus.**

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If this is not where we think we will end up, we can generate a new MOU.

Data sharing agreements are necessary when a federal agency works with a non-federal agency. We have those for pretty much every Western state.

Tim Kern
Chief, Information Science Branch
USGS Fort Collins Science Center
2150 Centre Ave, Building C
Fort Collins, CO 80526-8118
970-226-9366
970-226-9230 (fax)

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Vicki Herren
Natural Resource Assessment Project Manager
BLM National Operations Center
Denver Federal Center
303.236.6337

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Vicki Herren
Natural Resource Assessment Project Manager
BLM National Operations Center
Denver Federal Center
303.236.6337

United States Department of the Interior

BLM MOU WO-200-2010-01

Memorandum of Understanding (MOU)
Between the
United States Geological Survey, Biological Resources Division, Forest and Rangeland Ecosystem Science Center (USGS-FRESC), Corvallis, Oregon
And
Bureau of Land Management, Renewable Resources and Planning Directorate, Washington, DC

Concerning

Creation of a centralized digital library to enter, store, retrieve, and analyze legacy information regarding public land treatments in the western United States.

I. Statement of Purpose: To catalog land treatments in the western U.S. into a centralized digital library hosted by the USGS for federal and state land managers and scientists. The USGS agrees to work with BLM field office personnel in 106 BLM field offices in the western U.S. to copy documents, data and maps related to treatments such as seeding, herbicide, mechanical vegetation manipulations, prescribed burning, and other forms of land treatments that have been performed on BLM land in the past. The USGS will then digitize, organize, and catalog this information into a database that is fully accessible to BLM personnel and will enhance their ability to conduct analysis.

II. Objectives: Research scientists with the USGS-FRESC are involved with numerous studies of the structure, function and health of ecosystems in the western U.S. Annually, greater than 250,000 acres of the Great Basin are "treated" to improve habitat, to increase livestock forage, or to stabilize burned areas. Treatment techniques, monitoring and documentation are not consistent across the region, so USGS scientists have created a searchable Land Treatment Digital Library (LTDL) to increase accessibility and utility of these important data for land managers and scientists. The LTDL stores and displays tabular, spatial and image data. These data can be used to compile information for data-calls and analyses, to produce maps and to generate reports. Information can be accessed by all BLM personnel and by the scientific community and viewed via a password-protected internet portal. The LTDL provides permanent storage for legacy data. There is no expectation that BLM personnel will add new or future land treatment information to the LTDL.

In the first five years of this project, the specific objective will be to compile all land

treatment legacy data from 106 BLM field offices across the western 11 states into an archival digital library that can be accessed by BLM personnel for purposes of data retrieval, queries, mapping, and syntheses.

Approach:

1. Create an advisory team to guide LTDL on issues related to Standard Operating Procedures (SOPs), security, and other issues. Ideally, the advisory team will be composed of 4-6 persons with representation from BLM WO, state offices, and field offices.
2. Gather land treatment legacy data from the remaining 96 field offices in the western United States (10 offices have already been completed under initial funding from a Joint Fire Science project).
3. Create digital copies (pdf) of all paper plans, reports, and monitoring data on site (no original records will be removed from field offices).
4. Create folder structure for all existing digital and newly scanned data organized by land treatment and field office.
5. Enter all relevant data into Land Treatment Digital Library, including creating a geo-database record of land treatment perimeters following BLM's data standard for vegetative treatments. Links to all documentation (e.g., reports, plans, monitoring data, photographs) will be created to increase accessibility to records.
6. Conduct QA/QC; this will require some involvement from field office personnel.
7. Serve the data via a password protected website.
8. Archive the data via standard data protection, including multiple archived copies stored in different locations.

III. **Authority:** The Organic Act of March 3, 1879, as amended, 43 U.S.C. 31 et seq., and 43 U.S.C. 36 authorizes the prosecution of projects in cooperation with other agencies, Federal, state, or private entities.

IV. **Procedures to be followed and responsibilities of the parties**:

1. USGS personnel will contact individual BLM field offices and arrange a mutually agreeable schedule for the USGS to access BLM records and to receive instructions from BLM personnel regarding access.
2. BLM field offices will provide the time and expertise of an employee(s) who is familiar with the location, filing system, and condition of field offices' records relating to historical land treatments. The BLM employee instructs USGS personnel in the locations, organization, and check-out procedures (if applicable) of relevant paper and electronic data files. In the past, this has taken one BLM employee (typically a range conservation specialist) approximately 4 hours.
3. BLM field offices will provide a small space in the field office (such as an unused office or conference room) at which two USGS personnel will set up a USGS-owned flat-bed scanner, portable hard drive, and laptops, and systematically scan paper documents, and copy electronic files. As this work typically takes two USGS personnel two weeks, the USGS agrees to maintain a

completely portable operation that can easily be moved in compliance with the field offices' needs and desires.

4. The BLM agrees to furnish electrical outlets and electricity sufficient to power a small flatbed scanner, a laptop computer, and a portable hard drive for approximately two weeks of business-hour operation.
5. The USGS agrees to comply with any rules and regulations of BLM field offices related to obtaining records, such as check-out procedures.
6. The USGS agrees to not alter BLM documents in any fashion. Files are transferred from BLM files to the USGS workspace one at a time, and re-filed immediately upon copying, to minimize filing errors associated with document transfer.
7. The USGS agrees to work within the business hours of the BLM field offices, to comply with all the rules, regulations, and procedures of that office, and to leave no trace of their presence once their work is completed.
8. After the USGS completes initial data entry and database formation, USGS personnel will present draft land treatment maps to BLM field office personnel for review. BLM field offices agree to provide approximately 4-8 hours personnel time to review these maps and meet with USGS personnel to provide feedback on data quality and any issues noted. Ideally, reviewers will have knowledge of history of land treatments for their area.
9. The USGS will work with BLM to resolve any issues of IT security, general information accessibility, and accessibility to sensitive data. USGS will work with the advisory team to resolve these issues or be directed to appropriate IT specialists within BLM.
10. The USGS agrees to serve the Land Treatment Digital Library providing archival data for **all** BLM land treatments in the 106 western field offices, including tabular data, spatial data, and links to original documents and photographs. The LTDL will be accessible to all BLM personnel through the internet for purposes of data retrieval, queries, mapping, and syntheses.
11. The USGS agrees to create a fact sheet describing the Land Treatment Digital Library and its uses.
12. The USGS agrees to create a training video for using the Land Treatment Digital Library.
13. The USGS agrees to make presentations to BLM at WO, state, and field office levels describing the purpose and use of the LTDL.
14. It is mutually agreed that the data will be served from USGS Forest and Rangeland Ecosystem Science Center, Snake River Field Station, Boise ID.

VII. Additional Elements. The following terms and conditions are also included in this MOU.

Products. All data and information produced as a result of this MOU shall be available for use by USGS and BLM in connection with their ongoing programs. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations.

Press Releases: Any press releases resulting from this MOU must be coordinated with the USGS Office of Communications.

Amendment or Modification. This agreement can be amended or modified if all of the parties agree.

VIII. **Terms and Conditions:**

This MOU is a non-funds obligating and non-binding document.

Nothing in this MOU may be construed to obligate the USGS or the BLM to any current or future expenditure of resources either in advance of the availability of appropriations from Congress or when funds are available.

This MOU does not create an actual or implied intention, or requirement for the USGS to enter into a contract or an assistance agreement (e.g., grant or cooperative agreement).

This MOU is effective upon the date of the last signature.

Duration and Termination Provision: This MOU shall remain in effect for 5 years. Any party to the MOU may terminate their participation in the MOU by providing 30 days advance written notice to all parties to the MOU.

Renewal/Amendment/Extension Provision: This MOU may be renewed, amended or extended by written mutual agreement.

IX. Approvals: Whereof, the parties by their representatives have entered into this MOU as of the date entered below.

Customer:	Service Provider:
BLM, Renewable Resources and Planning Directorate	USGS, Rangeland Ecosystem Science Center
_/s//Bud Cribbley_____ 9/17/09	_Carol Schuler,_____07/17/2009____
Acting, Assistant Director Date	Carol Schuler, Center Director Date