

**DATA SHARING AGREEMENT  
FOR SENSITIVE INFORMATION AND SPATIAL DATA  
BETWEEN THE  
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
OREGON STATE OFFICE  
AND THE  
ENVIRONMENTAL PLANNING GROUP, LLC**

**I. PURPOSE**

The purpose of this agreement is to provide the Bureau of Land Management (BLM) and Environmental Planning Group, LLC, with the capability to share sensitive reports, documents, tables, and Geographic Information Systems (GIS) data.

**II. OBJECTIVES**

- A. To provide a vehicle for sharing sensitive reports, documents, tables, and GIS data.
- B. To cooperate in the sharing of reports, documents, tables, and GIS data to realize maximum operating efficiency and cost savings. On request, the BLM will provide sensitive data to the Environmental Planning Group, LLC. Environmental Planning Group, LLC, will provide the BLM with sensitive data on request as approved by the designated official for Environmental Planning Group, LLC.
- C. To avoid duplication of effort in the collection of reports, documents, tables, and GIS data.
- D. To improve the accuracy of the reports, documents, tables, and 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. Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- D. BLM Manual 1278, External Access to BLM Information.

#### IV. BENEFITS

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

#### V. DEFINITIONS

- A. **Agreement** – data sharing/data exchange agreement.
- B. **BLM** – the Bureau of Land Management in Oregon/Washington.
- C. **Data Steward** – the person(s) so designated by his/her agency/organization as having the program subject matter expertise for his/her 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 and 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.
- D. **Digital Data** – data in a form that can be processed by a computer.
- E. **Effective Date** – the date of the last signature of the BLM Oregon/Washington State Director or Director of Environmental Planning Group, LLC, on the agreement or any modification of the agreement.
- F. **FOIA** – The Freedom of Information Act (FOIA) pertains to the disclosure of Federal agency records, 5 U.S.C. § 552. The FOIA generally gives the public the right to inspect and request copies of Government records but has exemptions that permit the withholding of certain types of records.
- G. **Geographic Information System (GIS)** – a system of hardware, software, and procedures designed to support the capture, management, manipulation, analysis, modeling, and display of spatial data for solving complex management and planning problems.
- H. **Metadata** – information that provides standards and lineage, as well as other information about data, usually contained and shipped with each dataset (i.e., “data about data”).

- I. **Privacy Act** – The Federal 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 that is legally authorized and necessary is collected, and that such information is maintained in a manner that precludes unwarranted intrusions upon individual privacy, 5 U.S.C. § 552a. The PA is applicable to all systems of records containing information about individuals.
- J. **Public Data** – data that is not protected from disclosure under the FOIA or PA. In the Oregon/Washington BLM, this data has been validated by a data steward who has certified the dataset and indicated that the data is suitable for public use with use constraints as specified in current metadata.
- K. **Sensitive Information** – information or data that requires protection due to the risk and magnitude of loss or harm that could result from inadvertent or deliberate disclosure, alteration, or destruction. The term includes information or data the improper use or disclosure of which could adversely affect the ability of an agency to accomplish its mission, as well as privileged data and data not releasable under the FOIA.
- L. **Spatial/Geospatial/GIS Data** – spatial data includes data derived from remote sensing, mapping, and surveying technologies or databases that might be mapped by spatial attribute, such as country, state, county, zip code, field office, address, alpha, numeric, and “X”/“Y” coordinate data or other spatial characteristic. It refers to geographically referenced features that are described by geographic positions and attributes in an analog/or computer readable (digital) form.

## VI. TERMS OF MUTUAL AGREEMENT

Environmental Planning Group, LLC, and the BLM agree that:

- A. Preparation of their respective reports, documents, tables, and spatial data is the responsibility of the owner, originator, or maintainer of the information. Spatial data shared must be documented with the following information contained in the Federal Geographic Data Committee (FGDC) compliant metadata:
  1. data source and type,
  2. data steward(s),
  3. source scale (if applicable),
  4. capture methodology,
  5. age of source data,
  6. identification of any sensitive data,
  7. access constraints and method of access, and
  8. use constraints.

No agreement to share BLM data should confer an exclusive right to BLM data by the Environmental Planning Group, LLC, and, likewise, no agreement to share Environmental Planning Group, LLC, data should confer an exclusive right to Environmental Planning Group, LLC, data by the BLM. The BLM and Environmental Planning Group, LLC, are free to negotiate similar arrangements to share their respective data with other parties.

- B. If either party receives requests for sensitive information by the other party or wishes to disclose the shared information to a third party, the recipient of the request will contact the data owner for permission to disclose the information for each specific instance. The data owner will make a written decision as to whether the information may be released and the conditions under which it may be released. The written decision must specify the date and the sensitive dataset to be released as well as whether the information is released as a hard copy product viewing or whether the spatial data itself will be provided to the requestor. Each party to this agreement will protect and follow the written instructions for disclosing the sensitive information to the third party to the extent permitted by the FOIA and/or PA.

## 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 earlier terminated or extended. This agreement may be revised as necessary by mutual consent of the parties followed by the issuance of a written amendment signed and dated by the parties. This agreement may be terminated by either party provided 90 day's written advance notice is given. This agreement will be reviewed annually to verify whether to maintain the agreement in an active data status.

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

- A. BLM data to be shared includes:
1. Reports, documents, tables, and spatial digital data including but not limited to imagery, digital spatial vector data in ArcGIS compatible formats, and other digital data sets deemed sensitive as it becomes available.
  2. Any BLM reports, documents, tables, and spatial digital data resulting from this agreement will adhere to BLM policy on distribution of data considered sensitive, i.e., BLM Manual Section 1278 – External Access To BLM Information. This applies to processed data and/or data resulting from the combination of sensitive data with any other data. Processed data follows the same restrictions as the original data.
- B. Environmental Planning Group, LLC, data to be shared includes digital data including but not limited to digital imagery, digital spatial vector data in ArcGIS compatible formats, and other digital data sets as it becomes available.

## IX. TYPE OF ACCESS

Exchange of digital data covered under this agreement is by hard copy, DVD, magnetic tape, CD-ROM, USB drive, portable hard drive, or via a secure FTP or HTTP site or other method agreed to by both parties.

## X. CONFIDENTIALITY STATEMENT

### A. Data Released by the BLM:

The Environmental Planning Group, LLC, shall maintain confidentiality of information/data that is provided under this agreement by the BLM. The BLM has determined that some of the information, and information derived thereof, provided under this agreement will be of a sensitive nature and protected by Federal law or statute.

The Environmental Planning Group, LLC, except as expressly provided in this agreement or required by Federal law, shall not disclose, by sharing of data or maps, sensitive information to anyone without the BLM's prior written consent. Environmental Planning Group, LLC, will not use or permit others to use sensitive information for any purpose other than updating and enhancing the Geographic Information System of the Environmental Planning Group, LLC, and for internal planning purposes.

The Environmental Planning Group, LLC, shall take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of sensitive information including, at a minimum, those measures it takes to protect its own sensitive information of a similar nature and as provided by Federal law.

The Environmental Planning Group, LLC, agrees not to transmit or otherwise divulge this information or to send sensitive information over the Internet without appropriate security protection (e.g., encryption or other method approved of by the BLM).

The following disclaimer statements are applied to BLM data, as appropriate, depending on the BLM Records Access Category and the data verification status for the data involved:

**For Public records (external distribution or web posting) and those discretionary/enhanced records (electronic products available for online viewing and/or hardcopy output available to the public) the following disclaimer should be used:**

"No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made Section 508

compliant. For help with its data or information, please contact the BLM Oregon State Office Data Webmaster at 503-808-6001.”

For Internal or Sensitive records only accessible by internal staff or for review or display with no intended distribution use:

“For internal BLM use only. Review and/or display copy – not for distribution. No warranty is made by the Bureau of Land Management as to the accuracy, reliability, or completeness of these data for individual use or aggregate use with other data. The following cannot be made Section 508 compliant. For help with its data or information, please contact the BLM Oregon State Office Webmaster at 503-808-6001.”

B. Data Received by the BLM:

To the extent permitted under the FOIA and PA, the BLM shall maintain confidentiality of information provided under this agreement by Environmental Planning Group, LLC. The BLM only agrees to maintain the confidentiality of information received from other entities, or information derived thereof, to the extent permitted by Federal law or statute.

The BLM, except as expressly provided in this Agreement or required by Federal law, shall not disclose, by sharing of data or maps, sensitive information to anyone without the prior written consent of the Environmental Planning Group, LLC. The BLM will not use or permit others to use sensitive information for any purpose other than updating and enhancing the BLM’s GIS and for internal planning purposes. The BLM shall take all reasonable measures to avoid disclosure, dissemination, or unauthorized use of sensitive information including, at a minimum, those measures it takes to protect its own sensitive information of a similar nature and as provided by Federal law. The BLM agrees not to transmit or otherwise divulge this information or to send sensitive information over the Internet without appropriate security protection (e.g., encryption or other method approved by the Environmental Planning Group, LLC).

## XI. COST RECOVERY

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

Should any joint endeavors arise that 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

In section A through F, the point of contact is: **Renee Straub**  
**Boardman to Hemingway Vale**  
**Project Coordinator, BLM**  
**100 Oregon St.**  
**Vale, Oregon 97918**  
**rstraub@blm.gov**

- 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. Both parties will maintain a transmittal log to record the dates and spatial datasets exchanged.
- E. Both parties will maintain a copy of written permissions and conditions by which either party may disclose spatial data to a third party.
- F. Order of Precedence. Any inconsistency in this agreement will be resolved by giving precedence in the following order: (1) applicable Federal laws and regulation; (2) any national policy requirements or standards; (3) special terms and conditions; (4) all cooperative agreement sections, documents, exhibits, and attachments.
- G. Records Management: The BLM owns the rights to all data/records produced as part of this agreement. All records (in all media, paper and electronic) created or produced in part or in whole are to be maintained for the duration of the agreement, made available upon request, and, upon termination of the agreement, will be turned over to BLM.
- H. Environmental Planning Group, LLC, shall not retain, use, sell, or disseminate copies of any data that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.
- I. Non-Fund Obligating Document: This agreement is neither a fiscal nor a funds obligation document. Any endeavor to transfer anything of value involving reimbursement or contribution of funds between the parties to this agreement 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 documents that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement.

### **XIII. AGENCY CONTACTS**

#### **For the BLM:**

Arthur Miller  
GIS and Remote Sensing Section Chief (Acting)  
OR 955, Branch of Information Resources Management  
Oregon State Office  
1220 S.W. 3<sup>rd</sup> Avenue  
Portland, Oregon 97204  
Phone: 503-808-6113

Marissa Russell  
GIS Specialist  
Vale District Office  
100 Oregon St  
Vale, OR 97918  
Phone: 541-473-6342

#### **For Environmental Planning Group, LLC:**

Jennifer Streeter (Project Contact)  
GIS Analyst  
Environmental Planning Group, LLC  
208 East 800 South  
Salt Lake City, Utah 84111  
Phone: 801-746-4457

Cindy Smith (Administrative Contact)  
Senior Project Manager  
Environmental Planning Group, LLC  
208 East 800 South  
Salt Lake City, Utah 84111  
Phone: 801-746-4457  
csmith@epgaz.com  
fax: 801-746-3596

**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. Nothing herein shall or shall be construed to obligate the BLM to expend or involve the United States of America in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allotted and allocated for the purposes contemplated in this agreement.

**XV. SIGNATURES**

Pursuant to Article VII, this BLM – Environmental Planning Group, LLC, Data Sharing Agreement is hereby approved:

Bureau of Land Management

Environmental Planning Group, LLC

*for* Sharon M. Hanley  
Jerome E. Perez  
State Director, Oregon/Washington  
USDOI Bureau of Land Management

Lindsay L. Smith, Principal  
Michael Doyle  
Chief Operating Officer  
Environmental Planning Group, LLC

Date June 12, 2015

Date June 24, 2015