

# Wisconsin Department of Natural Resources State Forest Continuous Forest Inventory (WisCFI) Access to Plot Locations Policy

June 2010

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## **A. Background**

The primary purpose of the **Wisconsin State Forest Continuous Forest Inventory (WisCFI)** is to collect and **report on the condition of the forest in a statistically sound manner on an annual basis for each Wisconsin State Forest**. The information will be used to track the status and trends in forest extent, cover, volume, growth, mortality, removals, habitat, and overall health. The WisCFI will provide unbiased, reliable information at the property level with the ability to **incorporate regional trends**. The WisCFI will assist in planning, management and monitoring. The WisCFI will cover 504,134 acres within 10 designated State Forests including the Black River, Flambeau River, Coulee Experimental, Northern Highland- American Legion, Governor Knowles, Brule River, Peshtigo, Point Beach and the Northern and Southern Units of the Kettle Moraine State Forests.

## **WisCFI Goals**

1. Provide information on the condition and health of the forest and track changes over time,
2. Integrate effectively data, methods and tools in the planning and decision making processes,
3. Develop and maintain data input, models and methods for forestry analysis and planning,
4. Develop up-to-date and easy-to-use information products and services for land managers and public use.

## **B. Plot Integrity**

Under Wisconsin's public records law, Wis. Stat. s. 19.35, the Department of Natural Resources (the Department) has determined that the public policy interests favoring nondisclosure of WisCFI exact plot locations outweigh the public policy interests favoring disclosure. Hempel v. City of Baraboo, 2005 WI 120, ¶ 63, 284 Wis. 2d 162, ¶ 63, 699 N.W.2d 551, ¶ 63.

The WisCFI exact plot locations are kept confidential for the following reasons: **To protect the integrity of the plots**. All plot visits involve risk of impacting the elements of the plot (e.g. cutting or damaging trees, compacting soils, trampling vegetation, etc.). This could result in biased estimates if our permanent plot system becomes unrepresentative of the sample population of interest.

**To provide unbiased information.** If plot locations are commonly known, specifically by land managers and researchers, there may be accusations that land managers are manipulating the results of the inventory by management practices, e.g. by not harvesting forest contained on sample plots or treating the plot differently in some way.

The outcome of both situations would be to the detriment of the public as a whole, since the information that is being generated would no longer be able to be relied upon for any credible research or conclusions. This potential loss to the public outweighs the public benefits favoring disclosure. As a result, the Department has set up a rigid policy to be followed for accessing plots.

### **C. Plot Access**

The following criteria shall be followed to access WisCFI plot locations:

#### **1. Exact plot locations for the purpose of conducting field sampling or program administration.**

Access to exact plot locations for the purpose of visiting a plot or for program administration is granted to WisCFI program staff only to the extent that they need to know the location in order to perform their work. 'WisCFI program staff' refers to individuals employed by the Department as well as duly authorized agents of the DNR Division of Forestry (DNR Forestry) including USDA Forest Service employees, or contractors who are actively involved in implementing the WisCFI program. Access to exact plot coordinates is granted only for the purpose of performing work in direct support of the WisCFI program, such as field data collection. 'Direct support' means an activity that will benefit the WisCFI program.

- No plot visits by internal or external staff, other than for the purpose of collecting core WisCFI data, will occur without the approval of the Chief State Forester.

#### **2. Approximate and Exact Plot Locations for the purpose of data analysis.**

##### **Approximate Plot Locations**

The Division of Forestry will release approximate plot locations rounded to the nearest 100 seconds of latitude and longitude to all interested parties. This amounts to approximately plus or minus 1 mile and is sufficient for many spatial applications

##### **Exact Plot Locations for Division of Forestry Cooperators (internal and external)**

Cooperators are all users of WisCFI data who are not directly involved in accomplishing the WisCFI program goals, including federal research staff, state agencies, universities, and other internal DNR and external users. DNR Forestry will treat all external requests for exact coordinate information in a consistent fashion using the criteria below. DNR Forestry will release approximate plot locations rounded to the nearest 100 seconds of latitude and longitude to all users. This amounts to approximately plus or minus 1 mile and is sufficient for many spatial applications. Access to exact plot locations would only be granted to cooperators under terms of a formal written agreement that includes the following elements:

**The terms of agreement will require the following:**

- Completion of the Departments approved “State Forest CFI Plot Location Request Form.” The request form includes a description of the research, where and why the exact plot locations are needed, and how the data will be used.
- Includes a definite sunset date after which time all exact plot locations are purged from cooperator’s paper and electronic files.
- States that no plot visits will occur without DNR Forestry permission, and that there will be no destructive sampling on plots. Plots must not be impacted by cooperators.
- Guarantee that there will be no subsequent sharing or release of exact plot locations by the cooperator.
- Guarantee that Wisconsin DNR Division of Forestry receives credit in all resulting publications.
- Provide periodic reporting on the status of the research.

Download a [Plot Location Request Form](#) from the Wisconsin DNR website, or contact [Andy Stoltman](#), Forest Inventory Specialist, at 608-266-9841. For DNR staff, search for form number 2400-140 in the DNR Forms Catalog.

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
*Name of cooperator here*  
**and**  
**Department of Natural Resources – Division of Forestry**

This Memorandum of Understanding (MOU) is made and entered into by and between the **Name of DNR partner/cooperator here**, a public agency, hereinafter referred to as the **Shortened name of DNR partner/cooperator here** and the Department of Natural Resources - Division of Forestry, hereinafter referred to as DNR Forestry.

**I. PURPOSE:** (amend as necessary)

DNR Forestry collects forest resources information across the **State Forests**, and maintains these data in geospatial databases. This raises plot integrity issues concerning the release of information that the Department may consider confidential.

This agreement document serves as a policy and outlines the conditions under which DNR Forestry will release plot locations to partners/cooperators who are actively engaged in implementing or advancing the DNR State Forest mission through work or research.

**II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:** (amend as necessary)

Both DNR Forestry and **the partner/collaborator** have a mutual interest in research pertaining to the forest resources of the [**geographic area of interest**]. DNR Forestry is conducting inventories and research to ascertain the extent, status, and changes in the forests which comprise Wisconsin's State Forests as part of its annual Continuous Forest Inventory (WisCFI) effort. The **partner/collaborator** has an interest in obtaining timely, relevant, and accurate research results that are delivered as efficiently as possible. The **partner/collaborator** has the resources, facilities, and expertise to further the knowledge of Wisconsin's State Forests using WisCFI plots. In order to take full advantage of the mutual benefits that a collaborative partnership could offer to DNR Forestry, the WisCFI plot locations will have to be released to the **partner/cooperator**. Given that DNR Forestry does not want to release any data that might diminish the integrity of the plots; both parties agree to share plot location information for the benefit of all with the following stipulations:

**III. THE PARTNER/COOPERATOR AGREES TO:**

1. not disclose the plot locations to any other party;
2. not use the plot locations for purposes other than those in this agreement;
3. not visit the actual sites of the plot locations, unless specified in this agreement;
4. not conduct destructive or intrusive sampling (soil extraction, plant removal, trampling, etc.) within the bounds of the WisCFI plot (see attached plot diagram);
5. allow DNR Forestry to review study plans and reports resulting from the use of plot locations and their associated forest inventory data;
6. give DNR Forestry credit (written/oral acknowledgements, authorships, etc.) as the source of the forest inventory data used;
7. allow DNR Forestry to use the final product/results in other applications and locations;
8. delete, purge, or otherwise destroy all hardcopy and electronic files containing the plot locations, and return all plot navigational aids (plot sheets, photos, etc.) to DNR Forestry at the expiration of this agreement or termination/completion of work.

**IV. DNR FORESTRY AGREES TO:** (amend as necessary)

1. provide the location (coordinates) of the necessary WisCFI plots,
2. provide the data collected by DNR Forestry on these plots in electronic form,
3. provide assistance in understanding, using, and interpreting the data provided.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:**

1. Termination. Either party(ies), in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
2. Completion Date. This instrument is executed as of the last date shown below and expires on **Enter date or expiration**, at which time it will be subject to review, renewal, or expiration.
3. Principal Contacts. The principal contacts for this instrument are:

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**Name, address, etc. for  
DNR Forestry**

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**Name, address, etc. for  
DNR Forestry partner/cooperator**

4. Non-Fund Obligating Document. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument 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 agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
5. Modification. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

\_\_\_\_\_  
**Division Administrator, DNR Forestry      Date**

\_\_\_\_\_  
**Partner/cooperator      Date**