



SERVICE FIRST AGREEMENT



Between

the

UNITED STATES DEPARTMENT OF THE INTERIOR

**Bureau of Land Management, Bishop Field Office, California
Bureau of Land Management, Carson City District Office, Nevada
Fish and Wildlife Service, Nevada Fish and Wildlife Office**

and

UNITED STATES DEPARTMENT OF AGRICULTURE

**Forest Service, Intermountain Region, Humboldt-Toiyabe National Forest
Forest Service, Pacific Southwest Region, Inyo National Forest**

for

IMPLEMENTATION OF THE BI-STATE ACTION PLAN

**A Service First Program for Conservation of the Bi-State
Distinct Population Segment of Greater Sage-grouse**



**(BLM-SFA-CAC070-1401-0)
(HTNF Agreement No. 19-IA-11046000-010)**



This Service First agreement is hereby made and entered into by and between the U.S. Department of the Interior, Bureau of Land Management, Bishop Field Office, California and Carson City District Office, Nevada, herein after referred to as the BLM; the U.S. Department of the Interior, Fish and Wildlife Service, Nevada Fish and Wildlife Office, herein after referred to as the FWS; and the U.S. Department of Agriculture, Forest Service, Intermountain Region, Humboldt-Toiyabe National Forest and Pacific Southwest Region, Inyo National Forest, herein after referred to as the USFS. This agreement is tiered to, and consistent with, the Master Interagency Agreement between the Service First agencies that was executed on September 27, 2013.

I. BACKGROUND

The Bi-State distinct population segment (DPS) of the greater sage-grouse (*Centrocercus urophasianus*) extends over an approximately 170-mile long range, which is up to 60 miles wide, and includes portions of 3 counties in eastern California and 5 counties in western Nevada.

Populations and habitats occur on a mixture of public and private lands within both states; and involve multiple federal, state and local jurisdictions.

The Service First statute authorizes agencies within the U.S. Department of the Interior and the U.S. Department of Agriculture to conduct shared or joint management activities to achieve mutually beneficial land and resource management goals. The three primary goals of Service First are to: (1) Improve customer service to the public; (2) Increase operational efficiencies among the agencies; and (3) Improve coordination and implementation of land and resource management activities across agency jurisdictional boundaries.

Public lands administered and managed by the BLM (Bishop, Sierra Front, Stillwater and Tonopah Field Offices) and National Forest System lands administered and managed by the USFS (Inyo and Humboldt-Toiyabe National Forests) provide the vast majority (about 88 percent) of the habitat for the Bi-State DPS. In addition, the FWS administers numerous technical assistance and conservation programs available to both public and private land managers in the Bi-State area. As a result, the parties to this Service First agreement have a unique opportunity to leverage field level staff, resources, and programs across jurisdictional boundaries to support implementation of a coordinated, interagency effort to conserve the DPS.

Working in cooperation with local stakeholders, the parties to this Service First agreement were key participants during development of the first edition of the *Greater Sage Grouse Conservation Plan for the Bi-State Plan Area of Nevada and Eastern California* (NDOW 2004) and the more recent *Bi-State Action Plan - Past, Present, and Future Actions for Conservation of the Greater Sage-Grouse, Bi-State Distinct Population Segment* (Bi-State Action Plan, TAC 2012). The Bi-State Action Plan was developed by the Bi-State Technical Advisory Committee (TAC) in cooperation with the Bi-State Local Area Working Group (LAWG), with leadership support from the Bi-State Executive Oversight Committee (EOC).

The Bi-State Action Plan identifies a suite of formalized conservation efforts (i.e., actions, activities, and programs) that if completely refined and fully implemented, may result in the removal of threats to the Bi-State DPS so that the protections of the Endangered Species Act may not be warranted, especially when considered in combination with other actions, including Federal land management agencies' ongoing efforts to ensure regulatory mechanisms are adequate for the DPS (FWS 2013).

Service First provides a congressionally authorized framework for the BLM, USFS, and FWS, to share staff, resources, and programs across agency jurisdictional boundaries to support, and provide a high level of certainty for, implementation of the conservation efforts formalized in the Bi-State Action Plan.

II. PURPOSE

The purpose of this Service First agreement is to articulate management support and guidance for use of the Service First authority provided by Congress to facilitate the efficient and effective implementation of a coordinated, multi-jurisdictional effort to improve the conservation status of the Bi-State DPS of greater sage-grouse and their habitats as formalized in the Bi-State Action Plan.

III. AUTHORITY

Service First authority is provided by Section 330, Department of the Interior and Related Agencies Appropriations Act of 2001, Pub. L. No. 106-291, 114 Stat. 922, 996, 43 U.S.C. § 1701 note, as amended by Section 428 of the Department of the Interior, Environment, and Related Agencies Appropriations Act of 2006, Pub. L. No. 109-54, 119 Stat. 499, 555; Section 418, Div. E, of the Omnibus Appropriations Act of 2009, Pub. L. No. 111-8, 123 Stat. 524, 747; Section 422, Div. E, of the Consolidated Appropriations Act of 2012, Pub. L. No. 112-74, 125 Stat. 1045; and Section 430, Div. G, of the Consolidated Appropriations Act of 2014, Pub. L. No. 113-76, 128 Stat 345.

The Service First statute, as amended, provides that “In fiscal year 2012 and each fiscal year thereafter, the Secretaries of the Interior and Agriculture, subject to annual review of Congress, may establish programs to conduct projects, planning, permitting, leasing, contracting and other activities, either jointly or on behalf of one another; may co-locate in Federal offices and facilities leased by an agency of either Department; and may promulgate special rules as needed to test the feasibility of issuing unified permits, applications, and leases. The Secretaries of the Interior and Agriculture may make reciprocal delegations of their respective authorities, duties and responsibilities in support of the "Service First" initiative agency-wide to promote customer service and efficiency. Nothing herein shall alter, expand or limit the applicability of any public law or regulation to lands administered by the Bureau of Land Management, National Park Service, Fish and Wildlife Service, or the Forest Service or matters under the purview of other bureaus or offices of either Department. To facilitate the sharing of resources under the Service First initiative, the Secretaries of the Interior and Agriculture may make transfers of funds and reimbursement of funds on an annual basis, including transfers and reimbursements for multi-year projects, except that this authority may not be used to circumvent requirements and limitations imposed on the use of funds.”

IV. OBJECTIVE

The objective of this Service First agreement is to establish an interagency framework that promotes and facilitates the sharing of field level staff, resources, and programs across agency jurisdictional boundaries to support, and provide a high level of certainty for, implementation of the conservation efforts (i.e., actions, activities, and programs) formalized in the Bi-State Action Plan.

V. STATEMENT OF MUTUAL BENEFIT AND INTEREST

To ensure the long-term conservation of greater sage-grouse populations and habitats within the Bi-State area of California and Nevada, a coordinated, multi-jurisdictional conservation effort must occur based on population and habitat conservation goals rather than land ownership or

jurisdictional boundaries. The ability to efficiently and effectively share field level staff, resources, and programs across agency jurisdictional boundaries to support, and provide a high level of certainty for, implementation of the conservation efforts (i.e., actions, activities, and programs) formalized in the Bi-State Action Plan is of mutual benefit and interest to the parties of this Service First agreement.

VI. OVERSIGHT AND PRIORITIES

The Bi-State Executive Oversight Committee (EOC) will provide oversight and establish priorities for sharing staff and resources to implement the conservation efforts (i.e., actions, activities, and programs) formalized in the Bi-State Action Plan under this Service First agreement.

VII. USE OF THE SERVICE FIRST AUTHORITY

The overriding goal of this Service First agreement is for the agencies to use the Service First authority provided by Congress to share field level staff, resources, and programs to design, develop, and implement the conservation efforts (i.e., actions, activities, and programs) formalized in the Bi-State Action Plan. In consideration of the above premise, the parties agree to the following:

A. Implementation

The parties will use a combination of informal offset arrangements and separate formal fund-obligating Interagency Agreements (IAAs) to share field level staff and resources to implement the conservation efforts (i.e., actions, activities, and programs) formalized in the Bi-State Action Plan, either jointly or on behalf of one another, under this Service First agreement.

B. Documentation

All conservation efforts completed under this Service First agreement, regardless of whether or not they involve informal offset arrangements or the formal exchange of funds, must be documented. At a minimum, documentation must address the general purpose of the interagency effort; the resources to be contributed by each agency; any reciprocal delegations of authorities, duties, and responsibilities required; and, if applicable, the procedures for obligating funds, including the title and contact information for agency officials with the authority to obligate funds for the effort.

C. Definitions

1. Requesting Agency: The Service First agency that is requesting goods or services from another Service First agency.
2. Servicing Agency: The Service First agency that will be providing goods or services, either directly or through a contractor, to another Service First agency.
3. Indirect Cost Rate: A rate that approximates the indirect costs of a servicing agency that cannot be charged exclusively to a particular Service First conservation efforts such as administrative support to process the agreements.
4. Assisted Acquisition: When a requesting agency receives goods or services from a servicing agency through a contractor.

5. Servicing Fees: Fees associated with a servicing agency's administration of an assisted acquisition.

VIII. AGENCY ROLES AND RESPONSIBILITIES

A. Use of Government Owned Vehicles

Vehicles provided to a requesting agency must be used in accordance with the servicing agency's policies on vehicle use. If an employee of a requesting agency is using a vehicle provided by a servicing agency and causes damage to that vehicle, the requesting agency shall pay for damages to the vehicle.

B. Use of Government Owned Equipment

All participating agency employees are responsible for the proper care, security, and return of property that is borrowed from another agency and entrusted to them under this Service First agreement. An agency that borrows property from another agency under this Service First agreement will not be financially liable for the loss, theft, damage, or destruction of the property unless it is due to employee or agency negligence or is part of a Working Capital Fund (WCF) Program. Any loss, theft, damage, or destruction of WCF property will result in costs that are reimbursable to the WCF Program.

C. Access to Agency Facilities and Computers

Employees and/or contractors of a participating agency will be granted access to the facilities and/or computer systems of another participating agency to accomplish work under this Service First agreement. To access facilities and computer systems these employees must clear and meet each respective agency's security requirements.

D. Reciprocal Delegations of Authorities for Scarce Skills and Interagency Teams

The participating agencies may delegate supervisory authority below the level of an organizational unit to achieve efficiencies related to the use of scarce skills and/or interagency teams needed to design, develop, and implement the conservation efforts (i.e., actions, activities, and programs) formalized in the Bi-State Action Plan.

E. Offset Arrangements

When the estimated agency costs for sharing staff, resources, and programs under this Service First agreement are generally the same, the agencies may enter into an arrangement (not a formal Interagency Agreement) to provide for offsetting of the costs for goods or services that will be exchanged between the agencies.

IX. FUND-OBLIGATING INTERAGENCY AGREEMENTS TIERED UNDER THIS SERVICE FIRST AGREEMENT

This Service First agreement does not obligate or transfer any funds. Specific conservation efforts (i.e., actions, activities, and programs) that involve the transfer of funds between the agencies shall require the execution of separate fund-obligating Interagency Agreements (IAAs) and are

contingent upon the availability of appropriated funds. Negotiation, execution, and administration of any fund-obligating IAAs must comply with all applicable law.

The parties agree to the following terms and conditions for fund-obligating IAAs that tier to this Service First agreement:

A. Fund-Obligating Interagency Agreements (IAAs)

The parties will use Department of the Treasury Form FMS-7600B, Interagency Agreement (IAA) - Agreement Between Federal Agencies, or the functional equivalent, to establish reimbursable accounts for the implementation of conservation efforts (i.e., actions, activities, and programs) that require the transfer of funds under this Service First agreement.

B. Terms and Conditions for Fund-Obligating Interagency Agreements

1. Interagency funding transfers under this Service First agreement may include any conservation efforts (i.e., actions, activities, or programs) formalized in the Bi-State Action Plan that meets one or more of the three Service First goals outlined in Section I, Background of this agreement. Examples of funding costs for these efforts include labor costs, assisted acquisitions, and supplies and equipment, such as vehicles.
2. The agencies will use the Service First authority in cases where the Economy in Government Act and the Service First authority overlap. When the Service First authority is used to transfer funds, no other authorities, such as the Economy in Government Act or Federal Acquisition Regulations apply.
3. Each agency will initiate and process interagency funding transfers referencing this Service First agreement in a timely manner and consistent with the terms and conditions of this agreement.
4. Any funds movement between agencies under this Service First agreement will be done either through a Nonexpenditure Transfer Authorization (NTA) or through an Interagency Agreement (IAA) which utilizes the Intra-Governmental Payment and Collection (IPAC) System. All fund-obligating IAAs tiered to this Service First agreement must reference each participating agency's agreement number and specify the work or services to be performed by each participating agency.
5. The documentation for assisted acquisitions tiered to this Service First agreement must reference each participating agency's agreement number and specify the services or property to be acquired.
6. Any servicing fees should be included in the direct costs for the corresponding project.
7. The agencies will not charge each other indirect costs for fund-obligating IAAs executed under this Service First agreement unless the servicing agency determines that waiving the indirect costs will create an undue financial burden. If the servicing agency determines that it will create a financial burden on them to process the IAA they can negotiate an indirect rate with the requesting agency.

8. Fund transfers and reimbursements under this Service First agreement, including any transfers or reimbursements for multi-year projects, must be made on an annual basis and must not be used to circumvent requirements and limitations imposed on the use of agency funds, including the prohibition on augmentation of appropriations. Transfers and reimbursements may be made for multi-year projects, as long as the goods and services provided are reconciled against payments made each year. Transferred and reimbursed funds cannot be repurposed; they must be spent on the specific purpose and project identified in their supporting documents. Any funds remaining after project completion must be returned to the requesting agency.
9. If an agency makes funding commitments under an IAA and subsequently encounters budgetary constraints that may affect activities to be conducted under the IAA, the agency will notify the other parties to the IAA in writing within 30 business days.
10. No cash advances may be made under any fund-obligating IAA tiered to this Service First agreement.
11. The parties will follow Office of Management and Budget and Department of the Treasury protocols for establishing intra-governmental orders for conservation efforts funded and implemented under this Service First agreement. Tracking activity under those orders, including payments and modifications, will be the responsibility of the ordering agency.
12. The participating agencies may develop procedures or use their existing procedures for tracking fund-obligating IAAs that tier to Service First agreement.
13. The participating agencies will endeavor to develop and use Indefinite Delivery Indefinite Quantity (IDIQ) contracts under this Service First agreement and to include language in the contracts that allows any party to this agreement to place orders against the contracts.

X. ADMINISTRATIVE PROVISIONS

A. Organization and Principal Contacts

The management officials listed in Attachment A are authorized to act on behalf of their respective agency for all matters related to implementation of this Service First agreement. Attachment B provides a list of contacts responsible for providing contracting support for implementation of this agreement. Attachment C provides a list of budget contacts. These attachments shall be updated as needed to reflect any changes personnel.

B. Effective Date and Expiration

This Service First agreement is effective as of the date it is fully executed by all the signatories and will remain in effect until June 14, 2024 at which time it will expire unless renewed. If interest in this agreement continues, a new 5 year agreement may be issued upon mutual consent of the participating agencies.

C. Modifications

This Service First agreement may be modified upon written request of any signatory agency. Modifications shall be made by mutual consent of the participating agencies and the issuance of a written modification. Modifications must be signed and dated by all participating agencies prior to any modification taking effect. Requests for modification should be made in writing at least 60 days prior to implementation of the requested change. The agencies involved are not obligated to fund any changes not properly approved in advance.

D. Termination

Any agency may terminate its participation in this Service First agreement in whole, or in part, by providing 60 days prior written notice to all other parties at any time before this agreement expires. Upon termination of an agency's participation in this agreement, any executed fund-obligating interagency agreements entered into by that agency under this agreement will also be terminated. The parties to those fund-obligating interagency agreements will agree on outstanding costs and payments attributable to the parties and the disposition of authorized and pending projects. Any costs incurred by a servicing agency that are directly attributable to a requesting agency's failure to give requisite notice of termination of its participation under this agreement will be paid by the requesting agency to the servicing agency.

E. Notices

Any communication affecting the operations of this Service First agreement is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

1. To the management official for each party as identified and maintained on Attachment A.
2. To the contracting contact for each party as identified and maintained on Attachment B.

Notices are effective when delivered in accordance with this provision, or on the effective date of this notice, whichever is later.

F. Dispute Resolution

If a dispute involving this Service First agreement arises, the agencies will attempt to resolve it informally at the local level. If the dispute cannot be resolved at the local level, it will be elevated to the Interagency Service First Coordinator, who will resolve it based on input from the signatory of each agency.

The agencies will settle any financial disputes that may arise under this Service First agreement in accordance with the Treasury Financial Manual, Volume 1, Bulletin 2011-044, Section VII ("Resolving Intra-governmental Disputes and Major Differences").

XI. GENERAL PROVISIONS

A. Nonexclusive Agreement

This Service First agreement in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

B. Lack of Enforceability

This Service First agreement is not intended to, and does not create, any substantive or procedural right, benefit, or trust responsibility that is enforceable at law or equity against the United States, its agencies, its officers, or any other person.

C. Non-Liability

None of the parties to this Service First agreement assume liability for any third party claims for damages arising out of this agreement.

D. Lack of Effect on Existing Authority

Nothing in this Service First agreement is intended to alter, limit, or expand any agencies' statutory or regulatory authority.

E. Lack of Benefit to Congress

No member of, or delegate to, Congress may benefit from this Service First agreement either directly or indirectly.

F. Freedom of Information Act (FOIA)

Public access to records associated with this Service First agreement may not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

G. Text Messaging While Driving

In accordance with Executive Order (EO) 13513, "Federal leadership on Reducing Text Messaging While Driving," any and all text messaging by federal employees is banned: a) while driving a government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official government business; or b) using any electronic equipment supplied by the government when driving any vehicle at any time. All parties, their employees, volunteers and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles or GOVs when driving on official government business or when performing any work for or behalf of the government.

H. Endorsement

Any party's contributions made under this Service First agreement do not by direct reference or implication convey any endorsement of the contributed products or activities by the other parties to this agreement.

I. Public Notices

It is USFS policy to inform the public as fully as possible of its programs and activities. Parties to this Service First agreement are encouraged to give public notice of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should be approved by all parties prior to release.

J. Public Outreach - Use of Agency Insignias

In order for any party to use the agency insignia of another party on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted consistent with the requirements of the affected agency. In all cases, approval must be granted in writing prior to the use of another agency's insignia.

K. Acknowledgement in Publications, Audiovisuals, and Electronic Media

All parties shall be acknowledged for their support in any publications, audiovisuals, and electronic media developed as a result of this Service First agreement.

L. Nondiscrimination Statement - Printed, Electronic, or Audiovisual Materials

The parties shall include the following statement, in full, in any printed, electronic, or audiovisual media or materials printed or developed for public distribution with any Federal funding.

"In accordance with Federal law and policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.) To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

M. Copyrighting

The parties are granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. However, the cooperating agencies shall not sell or grant copyrights to a 3rd party designee who intends to sell the document as a profit making venture.

No original text or graphics produced and submitted by the U.S. Forest Service shall be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for federal government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

1. The copyright in any work developed by any cooperating agency under this agreement.
2. Any right of copyright to which any cooperating agency purchase(s) ownership with any federal contributions.

XII. AGREEMENT AUTHORIZATION

A. Authorized Representatives

By signing below, each party certifies that the contacts listed on Attachment A, Attachment B, and Attachment C are authorized to act in their respective areas for matters related to implementation of this Service First agreement. These attachments shall be updated as needed to reflect any changes in personnel.

B. Signatures

In witness thereof, the parties hereto have executed this Service First agreement as of the last date written below.

Steven Nelson, Bishop Field Manager, BLM Date

Colleen Dulin, Carson City District Manager, BLM Date

Lee Ann Carranza, Acting Field Supervisor, Reno Field Office, FWS Date

Nora B. Rasure, Intermountain Region, Regional Forester, USFS Date

William A. Dunkelberger, Humboldt-Toiyabe National Forest Supervisor, USFS Date

Randy Moore, Pacific Southwest Region, Regional Forester, USFS Date

Tamera Randall-Parker, Inyo National Forest Supervisor, USFS Date

Attachment A Management Officials

Bureau of Land Management

Field Manager, Bishop Field Office (BLM California)

Name: Steven Nelson
Address: 351 Pacu Lane; Suite 100, Bishop, CA 93514
Telephone: 760-872-5011
Email: snelson@blm.gov

District Manager, Carson City District Office (BLM Nevada)

Name: Colleen Dulin
Address: 5665 Morgan Mill Road, Carson City, NV 89701-1448
Telephone: 775-885-6118
Email: cdulin@blm.gov

Fish and Wildlife Service

Field Supervisor, Reno Field Office (FWS Pacific Southwest Region)

Name: Carolyn Swed
Address: 1340 Financial Blvd, Reno, NV 89502
Telephone: 775-861-6300
Email: Carolyn_Swed@fws.gov

United States Forest Service

Regional Forester, USFS Intermountain Region

Name: Nora Rasure
Address: 324 25th Street, Ogden UT 84401
Telephone: 801-625-5605
Email: nrasure@fs.fed.us

Regional Forester, USFS Pacific Southwest Region

Name: Randy Moore
Address: 1323 Club Drive, Vallejo, CA 94592-1110
Telephone: 707-562-9000
Email: rmoore@fs.fed.us

Forest Supervisor, Humboldt-Toiyabe National Forest (USFS Intermountain Region)

Name: Bill Dunkelberger
Address: 1200 Franklin Way, Sparks, NV 89431
Telephone: 775-355-5310
Email: wadunkelberger@fs.fed.us

Forest Supervisor, Inyo National Forest (USFS Pacific Southwest Region)

Name: Tamera Randall-Parker
Address: 351 Pacu Lane; Suite 200, Bishop, CA 93514
Telephone: 760-873-2550
Email: tkrandallparker@fs.fed.us

Attachment B Contracting Contacts

Bureau of Land Management

Procurement Analyst, California State Office (BLM California)

Name: Traci Thaler
Address: 2800 Cottage Way, W1623, Sacramento, CA 95825
Telephone: 916-978-4529
Email: tthaler@blm.gov

Procurement Analyst, Nevada State Office (BLM Nevada)

Name: David Appold
Address: 1340 Financial Blvd, Reno, NV 89502-7147
Telephone: 775-861-6417
Email: dappold@blm.gov

Fish and Wildlife Service

Administrative Officer, Nevada Fish and Wildlife Office (FWS)

Name: Mark Fabes
Address: 1340 Financial Blvd, Reno, NV 89502
Telephone: 775-861-6389
Email: mark_fabes@fws.gov

United States Forest Service

Grants Management Specialist (USFS Intermountain Region)

Name: Tim Wagoner
Address: 324 25th St., Ogden UT 84401
Telephone: 801-625-5796
Email: timothy.wagoner@usda.gov

Grants Management Specialist (USFS Pacific Southwest Region)

Name: Aaron Stout
Address: 631 Coyote St Nevada City, CA 95959
Telephone: 530-478-6825
Email: asstout@fs.fed.us

Attachment C Budgeting Contacts

Bureau of Land Management

Administrative Officer, Bishop Field Office (BLM California)

Name: Jenny Cheuvront
Address: 351 Pacu Lane; Suite 100, Bishop, CA 93514
Telephone: 760-872-5002
Email: jcheuvro@blm.gov

Assistant District Manager, Support Services, Carson City District Office (BLM Nevada)

Name: Ken Smihula
Address: 5665 Morgan Mill Road, Carson City, NV 89701-1448 Telephone: 775-885-6170
Email: ksmihula@blm.gov

Fish and Wildlife Service

Administrative Officer, Nevada Fish and Wildlife Office (FWS)

Name: Mark Fabes
Address: 1340 Financial Blvd, Reno, NV 89502
Telephone: 775-861-6389
Email: mark_fabes@fws.gov

United States Forest Service

Budget Officer, Humboldt-Toiyabe National Forest (USFS Intermountain Region)

Name: Eleanor Molina (Acting)
Address: 1200 Franklin Way, Sparks, NV 89431 Telephone: 775-352-1251
Email: eleanor.molina@usda.gov

Administrative Officer, Inyo National Forest (USFS Pacific Southwest Region)

Name: Julie Hall
Address: 351 Pacu Lane; Suite 200, Bishop, CA 93514
Telephone: 760-873-2470
Email: juliehall@fs.fed.us

Supplemental Provisions to the 7600 A/B Treasury Form

21. NOTICES

Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the agencies is/are sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the grant/agreement.

To agencies, at the agencies address shown in the grant/agreement or such other address designated within the grant/agreement.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

22. INFORMATION SECURITY

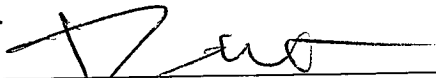
By accepting this agreement, the servicing agency agrees to comply with all Federal information laws, regulations and requirements; and shall be responsible for properly protecting all information used, gathered, or developed as a result of work under this agreement.

If information is stored, developed, or transmitted electronically, the servicing agency shall, upon request, provide to the U.S. Forest Service Information Security staff for review and examination documentation which supports the servicing agency's assertion that adequate information technology (IT) security controls are in place to protect U.S. Forest Service information and data which it holds. Documentation may include, but is not limited to, certification and accreditation documentation, security testing results, audit and assessment results, and risk documentation.

The servicing agency shall notify the U.S. Forest Service Computer Incident Response Team (CIRT), by e-mail, at CIRT@fs.fed.us, within 1 business day of any security incidents which affected or may affect the confidentiality, integrity, or availability of the U.S. Forest Service information and data which it holds, and include an analysis of the extend of the incident and summary of preliminary corrective actions.

These terms and conditions are incorporated and made a part of the referenced agreement.

The authority and format of this agreement have been reviewed and approved for signature.



TIM WAGONER
U.S. Forest Service Grants & Agreements Specialist

4/8/19
Date