

**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**NEVADA DEPARTMENT OF WILDLIFE;**  
**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE;**  
**USDI, BUREAU OF LAND MANAGEMENT, CALIFORNIA;**  
**USDI, BUREAU OF LAND MANAGEMENT, NEVADA;**  
**USDI, FISH AND WILDLIFE SERVICE, REGION 8;**  
**USDI, U.S. GEOLOGICAL SURVEY, WESTERN ECOLOGICAL RESEARCH CENTER;**  
**USDA, NATURAL RESOURCES CONSERVATION SERVICE, CALIFORNIA;**  
**USDA, NATURAL RESOURCES CONSERVATION SERVICE, NEVADA;**  
**USDA, FOREST SERVICE, REGION 5, INYO NATIONAL FOREST;**  
**USDA, FOREST SERVICE, REGION 4, HUMBOLDT-TOIYABE NATIONAL FOREST**  
**AND**  
**MONO COUNTY, CALIFORNIA**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Nevada Department of Wildlife hereinafter referred to as “NDOW”; the California Department of Fish and Wildlife hereinafter referred to as “CDFW”; the U.S. Department of the Interior, Bureau of Land Management, California and Nevada hereinafter referred to as "BLM"; the U.S. Department of the Interior, Fish and Wildlife Service, Region 8 hereinafter referred to as “FWS”; the U.S. Department of the Interior, U.S. Geological Survey, Western Ecological Research Center hereinafter referred to as “USGS”; the U.S. Department of Agriculture, Natural Resources Conservation Service, California and Nevada, hereinafter referred to as “NRCS” ; Mono County; and the United States Department of Agriculture (USDA), Region 5, Inyo National Forest and Region 4, Humboldt-Toiyabe National Forest hereinafter referred to as the “U.S. Forest Service”; and Mono County, California.

Background: The Bi-State distinct population segment (DPS) of the greater sage-grouse (*Centrocercus urophasianus*) extends over an approximately 170-mile-long range along the border of California and Nevada that is up to 60 miles wide and includes portions of three counties in eastern California and five 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. Federally managed lands within the Bi-State DPS are administered by the BLM (Bishop, Ridgecrest, Sierra Front, Stillwater and Tonopah Field Offices) and the USFS (Inyo and Humboldt-Toiyabe National Forests).

The Bi-State DPS has been considered for listing under the Endangered Species Act. In March 2010, the FWS found that listing for the Bi-State DPS was warranted, but precluded, by higher priority listing actions. In October 2013, the FWS proposed listing the species as threatened. In response, the Bi-State Local Area Working Group (LAWG) and Executive Oversight Committee, including the parties to this MOU, made a long-term funding commitment to fund and implement the group's 2012 conservation strategy, the *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).

The goal of this commitment was to provide for certainty of implementation and effectiveness of the conservation actions identified in the Bi-State Action Plan, and thereby ensure the long-term conservation of the Bi-State DPS and the habitats upon which it depends. These assurances helped

provide the confidence needed for the FWS to withdraw the proposed listing. In 2019, the FWS completed another status review of the Bi-State DPS, and again, due in part to the collective conservation effort and sustained commitment of Bi-State collaborative partners, found that the DPS was not-warranted for listing.

The parties to this MOU have been key participants in developing and implementing conservation efforts for the Bi-State DPS since 2000. The 2012 Bi-State Action Plan continues to guide a diverse group of federal, state, and local agencies, private landowners, special interest groups, and individuals in a united conservation effort for sage-grouse that comprise the Bi-State DPS and their habitats. Continued interagency cooperation is needed to ensure this coordinated multi-jurisdictional effort is implemented at a scale needed to ameliorate threats to the DPS and to provide certainty that planned conservation measures will be implemented efficiently and effectively.

Title: Greater Sage-Grouse Conservation; Bi-State Distinct Population Segment (DPS)

## **I. PURPOSE:**

The purpose of this MOU is to provide a framework that facilitates effective cooperation between the parties and ensures a coordinated multi-jurisdictional effort to conserve greater sage-grouse populations that comprise Bi-State DPS and their habitats within California and Nevada.

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

To ensure the long-term conservation of greater sage-grouse populations and habitats within the Bi-State DPS, a coordinated multi-jurisdictional conservation effort must occur based on population and habitat conservation goals rather than land ownership or jurisdictional boundaries. Effective interagency cooperation is key to successful sage-grouse and sagebrush ecosystem conservation within the Bi-State DPS and of mutual benefit and interest to the parties to this MOU.

In consideration of the above premises, the parties agree as follows:

## **III. ORGANIZATION:**

A coordinated interagency effort to conserve greater sage-grouse populations that comprise the Bi-State DPS and their habitats shall be supported by the following structure, roles, and responsibilities.

### **A. Bi-State Executive Oversight Committee (EOC) - Leadership Support**

1. The EOC includes agency leadership from the Nevada Department of Wildlife, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Bureau of Land Management, U.S. Forest Service, U.S. Natural Resources Conservation Service, U.S. Geological Survey, and Mono County, California. EOC responsibilities include:
  - a. Leveraging collective resources
  - b. Assembling the best technical talent to direct and prioritize ongoing and future conservation actions
  - c. Ensuring consistent regulatory oversight
  - d. Achieving long-term conservation of the Bi-State DPS and its habitats

- e. Ensuring a coordinated conservation effort across jurisdictional boundaries

**B. Bi-State Technical Advisory Committee (TAC) -Technical/Science Support**

1. The TAC includes biologists and resource staff from the Nevada Department of Wildlife, California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, U.S. Bureau of Land Management, U.S. Forest Service, U.S. Natural Resources Conservation Service, and U.S. Geological Survey. TAC responsibilities include:
  - a. Providing technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats
  - b. Identifying and implementing actions necessary for the long-term conservation of the greater sage-grouse populations that comprise the Bi-State DPS and their habitats
  - c. Supporting the review, update, and continued implementation of the Bi-State Action Plan
  - d. Providing technical and scientific leadership that encourages and supports collaborative conservation and continued involvement of the Local Area Working Group (LAWG)

**C. Bi-State Local Area Working Group (LAWG) -Stakeholder Support**

1. The role of the LAWG is to provide a forum for all interested parties to engage in Bi-State Sage-Grouse conservation and management. Participants include federal, state, and local government agencies; Native American tribes; non-profit organizations; ranchers and landowners; and the general public.

**D. Bi-State Tribal Natural Resource Committee (BTNRC) -Tribal Support**

1. The BTNRC is a Tribally convened and led group made up of official representatives of the Tribes in the Bi-State area, individual Tribal members, and representatives of the land and wildlife management agency units who are ex-officio members.
  - a. The mission of the BTNRC is to promote, protect, and preserve good management of lands in the Bi-State area through advocacy and education using a holistic approach
  - b. The purpose of the BTNRC is to educate and facilitate communication between Tribes and land management agencies
  - c. The BTNRC meetings are not government to government consultation and do not replace the need and responsibility of federal agencies to engage in required and meaningful consultation

**IV. NDOW shall:**

- A. Provide leadership representation on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.
- C. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- D. Identify and implement management actions that will provide for the long-term conservation of greater sage-grouse populations and habitats within the Bi-State DPS.

**V. CDFW shall:**

- A. Provide leadership representation on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.
- C. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- D. Identify and implement management actions that will provide for the long-term conservation of greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Consider the identification and implementation of greater sage-grouse conservation actions for the Bi-State DPS a CDFW priority.

**VI. BLM shall:**

- A. Provide leadership representation for both California BLM and Nevada BLM on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.
- C. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- D. Identify and implement management actions that will provide for the long-term conservation of greater sage-grouse populations that comprise the Bi-State DPS and their habitats on public lands.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Implement applicable Resource Management Plan direction including amendments to conserve and protect sage-grouse habitat and populations in the Bi-State area.
- G. Consider the identification and implementation of greater sage-grouse conservation actions for the Bi-State DPS a priority for California BLM and Nevada BLM.

**VII. FWS shall:**

- A. Provide leadership representation on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.
- C. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- D. Identify and implement management actions that will provide for the long-term conservation of greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Consider the identification and implementation of greater sage-grouse conservation actions for the Bi-State DPS a priority for the FWS in Region 8.

**VIII. USGS shall:**

- A. Provide leadership representation on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee and the Bi-State Local Area Working Group.

- C. Serve as science advisor to the Bi-State Technical Advisory Committee.
- D. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Provide science to inform the identification of key conservation measures that can be used in implementing and amending, if necessary, agency land use plans and land and resource management plans.

**IX. NRCS shall:**

- A. Provide leadership representation for both California NRCS and Nevada NRCS on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.
- C. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- D. Identify and implement management actions that will provide for the long-term conservation of greater sage-grouse populations that comprise the Bi-State DPS and their habitats on private and public lands.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Consider the identification and implementation of greater sage-grouse conservation actions for the Bi-State DPS a priority for California NRCS and Nevada NRCS.

**X. The USFS shall:**

- A. Provide leadership representation for both the Humboldt-Toiyabe National Forest and Inyo National Forest on the Bi-State Executive Oversight Committee.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.
- C. Share technical expertise and data regarding greater sage-grouse populations that comprise the Bi-State DPS and their habitats.
- D. Identify and implement management actions that will provide for the long-term conservation of greater sage-grouse populations that comprise the Bi-State DPS and their habitats on National Forest System lands.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Implement applicable Land and Resource Management Plan direction including amendments to conserve and protect greater sage-grouse habitats and populations in the Bi-State area.
- G. Consider the identification and implementation of greater sage-grouse conservation actions for the Bi-State DPS a priority for the Humboldt-Toiyabe National Forest and the Inyo National Forest.

**XI. Mono County shall:**

- A. Provide representation for Mono County on the Bi-State Executive Oversight Committee and vet with County leadership as necessary.
- B. Provide staffing assistance and support to the Bi-State Technical Advisory Committee, the Bi-State Local Area Working Group, and the Bi-State Tribal Natural Resources Committee.

- C. Collaborate with technical experts on data and resource management regarding greater sage-grouse populations and habitats, particularly within the Mono County portion of the Bi-State area.
- D. Identify and implement land use management actions that provide for the long-term conservation of greater sage-grouse populations that comprise the Bi-State DPS and their habitats on private lands within legal and jurisdictional authority of Mono County.
- E. Support the review, update, and continued implementation of the Bi-State Action Plan.
- F. Implement Mono County General Plan policies and regulations for sage-grouse conservation.
- G. Consider the identification and implementation of greater sage-grouse conservation actions for the Bi-State DPS within Mono County.

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

- A. REPRESENTATIVES. Each party shall designate representatives for the Executive Oversight Committee, Technical Advisory Committee, Local Area Working Group, and Tribal Natural Resources Committee. Primary contacts that will either serve on or coordinate with representatives on these committees shall be identified in **Attachment A** of this MOU.
- B. OVERSIGHT. The Executive Oversight Committee (EOC) shall provide direction and guidance for the Technical Advisory Committee. The EOC shall be Co-Chaired by at least one state wildlife agency representative and at least one federal land management agency representative. The NDOW and the USFS Humboldt-Toiyabe National Forest shall serve as the initial Co-Chairs. Co-Chair responsibilities may be modified by mutual consent of the parties to this MOU.
- C. ADMINISTRATIVE CONTACTS. The Administrative Contact for each party shall be identified and maintained on **Attachment B** to this MOU.
- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or cooperators is 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 MOU.

To cooperators, at cooperator's address shown in the MOU or such other address designated within the MOU.

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

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of cooperator's products or activities by the other parties to this agreement.
- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for any party to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted, and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must 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).

- K. 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 cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Contractors shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Contractors shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

*In accordance with Federal law and U.S. Department of Agriculture 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.)*

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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.*

- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.



- O. DEBARMENT AND SUSPENSION. Cooperators shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through May 1, 2026 at which time it will expire.
- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

---

TONY WASLEY, Director, NDOW

Date

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CHUCK BONHAM Director, CDFW

Date

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KAREN MOURITSEN, California State Director, BLM

Date

---

JON RABY, Nevada State Director, BLM

Date

---

MARC JACKSON, Field Supervisor, Reno Field Office, FWS

Date

---

KEITH MILES, WERC Director, USGS

Date

---

CARLOS SUAREZ, California State Conservationist, NRCS

Date

---

RAY DOTSON, Nevada State Conservationist, NRCS

Date

---

WILLIAM A. DUNKELBERGER, Forest Supervisor,  
Humboldt-Toiyabe NF

Date

---

LESLEY YEN, Forest Supervisor, Inyo NF

Date

---

JENNIFER KREITZ, Mono County Board Chair

Date

The authority and format of this instrument (enter agreement # ) has been reviewed and approved for signature.

---

Kevin Neely , Grants and Agreements Specialist Date  
Humboldt-Toiyabe NF

---

, Grants and Agreements Specialist Date  
Inyo NF

Bi-State Sage-Grouse MOU  
Attachment A (**ENTER AGREEMENT #**)  
Primary Contacts

Nevada Department of Wildlife

Name: Shawn Espinosa  
Address: 6980 Sierra Center Parkway, Suite 120  
Reno NV 89511  
Phone: (775) 688-1523  
Email: sespinosa@ndow.org

California Department of Fish and Wildlife

Name: Scott Gardner  
Address: 1010 Riverside Drive  
West Sacramento, CA 95605  
Phone: (916) 801-6257  
Email: scott.gardner@wildlife.ca.gov

Name: Katherine Miller  
Address: 1010 Riverside Drive  
West Sacramento, CA 95605  
Phone: (916) 373-8817  
Email: katherine.miller@wildlife.ca.gov

Bureau of Land Management – California

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

Bureau of Land Management – Nevada

Name: Alan Shepard  
Address: 1340 Financial Blvd.  
Reno, NV 89502  
Phone: (775) 861-6767  
Email: asheper@blm.gov

Fish and Wildlife Service

Name: Marc Jackson  
Address: 1340 Financial Blvd., Suite 234  
Reno, NV 89502  
Phone: (775)  
Email: marc\_jackson@fws.gov

Bi-State Sage-Grouse MOU  
Attachment A (**ENTER AGREEMENT #**)  
Primary Contacts

U.S. Geological Survey

Name: Pete Coates  
Address: 6924 Tremont Road  
Dixon, CA 95620-9648  
Phone: (530) 669-5073  
Email: pcoates@usgs.gov

Natural Resources Conservation Service – California

Name: Thomas Moore  
Address: 430 G. Street, #4164  
Davis, CA 95694  
Phone: (530) 792-5652  
Email: thomas.moore@ca.usda.gov

Natural Resources Conservation Service – Nevada

Name: Ray Dotson  
Address: 1365 Corporate Blvd.  
Reno, NV 89502  
Phone: (775) 857-8500 ext. 102  
Email: ray.dotson@nv.usda.gov

Inyo National Forest

Name: Lesley Yen  
Address: 351 Pacu Lane, Suite 200  
Bishop, CA 93514  
Phone: (760)  
Email: lesley.yen@usda.gov

Name: Nathan Sill  
Address: 351 Pacu Lane, Suite 200  
Bishop, CA 93514  
Phone: (760)  
Email: nathan.sill@usda.gov

Humboldt-Toiyabe National Forest

Name: Kris Boatner  
Address: 1200 Franklin Way  
Sparks, NV 89431  
Phone: (775) 355-5386  
Email: kristie.boatner@usda.gov

Mono County

Name: Wendy Sugimura  
Address: 437 Old Mammoth Rd  
Mammoth Lakes, CA 93546  
Phone: (760) 924-1814  
Email: wsugimura@mono.ca.gov

Bi-State Sage-Grouse MOU  
**Attachment B (ENTER AGREEMENT #)**  
Administrative Contacts

Nevada Department of Wildlife

Name:  
Address: 6980 Sierra Center Parkway, Suite 120  
Reno NV 89511  
Phone: (775) 688-1500  
Email:

California Department of Fish and Wildlife

Name: Sarah Edmonds  
Address: 1010 Riverside Drive  
West Sacramento, CA 95605  
Phone: (916) 373-6617  
Email: sarah.edmonds@wildlife.ca.gov

Bureau of Land Management – California

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

Bureau of Land Management – Nevada

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

Fish and Wildlife Service

Name: Mark Fabes  
Address: 1340 Financial Blvd., Suite 234  
Reno, NV 89502  
Phone: (775) 861-6389  
Email: mark\_fabes@fws.gov

U.S. Geological Survey

Name: Tina Palmer, Administrative Officer  
Address: 3020 State University Drive  
Modoc Hall, Suite 4004  
Sacramento, CA 95819  
Phone: (916) 278-9488  
Email: tpalmer@usgs.gov

Bi-State Sage-Grouse MOU  
**Attachment B (ENTER AGREEMENT #)**  
Administrative Contacts

Natural Resources Conservation Service – California

Name: Thomas Moore  
Address: 430 G. Street, #4164  
Davis, CA 95694  
Phone: (530) 792-5652  
Email: Thomas.moore@ca.usda.gov

Natural Resources Conservation Service – Nevada

Name: Julie Malvitz  
Address: 1365 Corporate Blvd.  
Reno, NV 89502  
Phone: (775) 857-8500 ext. 140  
Email: Julie.malvitz@nv.usda.gov

Inyo National Forest

Name:  
Address: 351 Pacu, Suite 200  
Bishop, CA 93514  
Phone: (760) 873-2450  
Email:

Humboldt-Toiyabe National Forest

Name: Kevin Neely  
Address: 1200 Franklin Way  
Reno, NV 89413  
Phone: (208) 373-4289  
Email: kevinneely@usda.gov

Mono County

Name: Wendy Sugimura  
Address: 437 Old Mammoth Rd  
Mammoth Lakes, CA 93546  
Phone: (760) 924-1814  
Email: wsugimura@mono.ca.gov



### Burden Statement

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