

**DATA SHARING AGREEMENT BETWEEN
UNITED STATES DEPARTMENT OF THE INTERIOR,
BUREAU OF LAND MANAGEMENT (BLM), NEVADA
AND
STATE OF NEVADA,
OFFICE OF THE GOVERNOR**

1. Purpose

The purpose of this agreement is to provide the United States Department of the Interior, Bureau of Land Management, Nevada, including its state office, district offices, and field offices, (BLM Nevada) and State of Nevada, Office of the Governor (NOoG) and its representative from the Nevada Division of Minerals (NDOM) the capability to share sensitive (restricted, limited or open) reports, documents, tables, alphanumeric, and Geographic Information Systems (GIS) data. This agreement does not confer an exclusive right to either party's data, nor does it obligate either party to share specific data with the other party. The BLM and State of Nevada are free to negotiate similar arrangements to share their respective data with other parties.

2. Objectives

The objectives of this agreement are:

- To provide a vehicle for the sharing of information pertaining to public lands within the State of Nevada that are potentially available for disposal in Nevada between BLM Nevada and NOoG/NDOM.
- To cooperate in the sharing of information to realize maximum operating efficiency and cost savings for public benefit.
- To avoid duplication of effort in the collection of information.
- To improve the accuracy and maintenance of the potentially available disposable lands information.

3. Authorities

- Section 307 of the Federal Land Policy and Management Act of 1975 (FLPMA) (43 U.S.C. 1737).
- The Paperwork Reduction Act, 44 U.S.C. 3501.
- OMB Circular A-130, Managing Federal Information as a Strategic Resource.
- OMB Circular A-16, Coordination of Geographic Information, and Related Spatial Data Activities.
- BLM Manual 1278, External Access to BLM Information.
- BLM Handbook 1283-1, Data Administration and Management Handbook.

4. Benefits

This agreement provides for the sharing of reports, documents, tables, GIS data, and alphanumeric data on a common need basis. Sharing reports, documents, tables and 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 Office of Management and Budget (OMB) Circular A-130, which mandates agencies to share available information to the extent practicable and OMB Circular A-16 which provides for development of a coordinated National Spatial Data Infrastructure.

5. Term of Agreement

This agreement shall be effective for three (3) years from the date of approval by the parties, at the end of which it expires unless earlier terminated or extended. This agreement may be revised as necessary by mutual written agreement of the parties. This agreement may be terminated by either party, provided 90 days written advance notice is given. This agreement will be reviewed annually to verify maintaining the agreement in an active data status.

6. Information Types

During annual reviews of this agreement:

BLM Nevada will provide the following information to NDOM as approved by the data steward or other BLM Nevada authority:

- Data pertaining to the location of federal lands in Nevada identified for disposal and data to validate current land status, which will primarily pertain to areas with resource management plans that are older than 10 years or may not accurately reflect current disposal designations.
- Make appropriate edits and updates to the available databases following sale or conveyance of the lands.

NDOM will provide the BLM Nevada with the following information on request as approved by NDOM's designated official.

- Data pertaining to lands identified for disposal obtained or verified through in-house research and/or community feedback.
- An interactive map of Nevada that displays lands potentially available for disposal, and to the extent possible, shows this land in relation to other infrastructure features such as roads, schools, parks, and major commercial developments.

Any BLM Nevada reports, documents, tables and spatial digital data resulting from this agreement will adhere to BLM policy BLM Manual Section 1278 - External Access to BLM Information, and BLM Manual 1264, Information Technology Security. 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.

7. Data Exchange

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. Secure media and method will be used as determined and agreed upon by both parties. Each party will maintain a transmittal log to record the dates and datasets exchanged.

8. Metadata

BLM policy requires the development of Federal Geographic Data Committee (FGDC) compliant metadata for spatial and non-spatial data. FGDC is in the process of adopting International Standards Organization (ISO) standard and when adopted, the BLM follow that standard.) Consideration is to be given to NARA metadata requirements Dublin Core Metadata Initiative (DCMI) should it be necessary for file transfer to NARA.

Preparation of their respective reports, documents, tables or spatial/alphanumeric data is the

responsibility of each party. Both parties agree to cite the appropriate source of the data, maps, and other products derived or produced using the other party's data. Data shared must be documented with the following information contained in the 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 and data element pairing situations;
7. Access Constraints and Use Constraints. The data provided by the parties, pursuant to this agreement, may contain nonpublic agency information (i.e., information not administratively available for on-site review to the public, but available through a FOIA or Nevada public records request). The method of access to the data and the BLM and/or NDOM access category must be specified when the data is shared, following the procedures in this agreement.
8. Quality control and assurance exercised in the data entry, compilation, capture and data maintenance processes, including reliability and data verification as to authenticity and accuracy.)

9. Confidentiality

Absent specific written authorization, the parties will only release information covered by this agreement in accordance with each party's law, regulation, and policy, including the Freedom of Information Act (FOIA) and/or the Nevada Public Records Act (NPRRA). When a request for information under FOIA or NPRRA is received, the party who receives the request will provide written notice to the other party of the release.

10. Administration

Nothing in this agreement will be construed as affecting the respective legal authorities of the participants. Conflicts between the participants concerning procedures which cannot be resolved at the operational level will be referred to the next higher level.

11. Funding

This agreement does not obligate any funds from either party. Subject to the availability of funds, each party agrees to fund its own expenses associated with this agreement. Nothing in this agreement shall be construed as obligating any Federal agency to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. §1341.

12. Standard Disclaimer Statement

NDOM- No warranty is made by the Nevada Division of Minerals as to the accuracy, reliability, or completeness of the data for individual use or aggregate use with other data.

The NDOM should be cited as the data source in any products derived from NDOM data. Any Users wishing to modify the data should describe the types of modifications they have performed. The User should not misrepresent the data, nor imply that changes made were approved or endorsed by NDOM. Data may be updated by the NDOM without notification.

BLM- These data are provided by Bureau of Land Management (BLM) "as is" and might contain errors or omissions. The User assumes the entire risk associated with its use of these data and bears all responsibility in determining whether these data are fit for the User's intended use.

The information contained in these data is dynamic and may change over time. The data are not better than the sources from which they were derived, and both scale and accuracy may vary across the data set. These data might not have the accuracy, resolution, completeness, timeliness, or other characteristics appropriate for applications that potential users of the data may contemplate. The User is encouraged to carefully consider the content of the metadata file associated with these data. These data are neither legal documents nor land surveys and must not be used as such. Official records may be referenced at most BLM offices. Please report any errors in the data to the BLM office from which it was obtained.

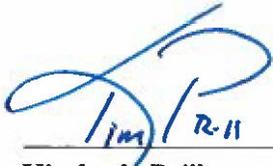
The BLM should be cited as the data source in any products derived from these data. Any Users wishing to modify the data should describe the types of modifications they have performed. The User should not misrepresent the data, nor imply that changes made were approved or endorsed by BLM. This data may be updated by the BLM without notification.

13. Assigned Roles and Descriptions

| BLM: | | |
|--|--|--|
| Project Manager/ Data Steward | Alex Yetsko ayetsko@blm.gov 775-861-6508 | GIS Specialist |
| State Office GIS Manager Acting | Wayne Strickland cdstrickland@blm.gov 775-861-6490 | Supervisory Land Surveyor Branch of Geographic Sciences |
| GIS Specialist | Jamie Lange jllange@blm.gov 702-525-5195 | GIS specialist for Resources, Lands, and Planning |
| Data Management Team | Alex Yetsko ayetsko@blm.gov 775-861-6508 | GIS specialist |

| NDOM: | | |
|-------------------------------|---|--------------------------------|
| Division Administrator | Rob Ghiglieri rghiglieri@minerals.nv.gov 775-684-7048 | DATS Division Administrator |
| Program Manager | Lucia Patterson lpatterson@minerals.nv.gov 775-684-7053 | Geologist – GIS/Policy Analyst |

14. Signatures



Handwritten signature in blue ink, appearing to be 'Kim Prill'.

Kimberly Prill
Acting State Director, Bureau of Land Management

4/29/2025

Date



Handwritten signature in blue ink, appearing to be 'Joe Lombardo'.

Joe Lombardo
Governor, State of Nevada

4/29/2025

Date

Appendix A: Definitions

- 1) **Alphanumeric Data** - data represented by letters, numbers and symbols, perhaps with special characteristics, and the space character. Data "read" versus data "seen" (spatial data). Alphanumeric data is often presented in "textual" or "tabular" format.
- 2) **Data Element Pairing** - the combination of two or more data elements, manual or automated, which in and of themselves have no sensitivity, but when combined could reveal sensitivity or other types of data not authorized for disclosure to the public.
- 3) **Data Steward** - the person(s) so designated by their agency/organization as having the source expertise for their 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, 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.
- 4) **Digital Data** - data in a form that can be processed by a computer.
- 5) **Geographic Information System (GIS)** - a system of hardware, software, and procedures designed to support the capture, management, manipulation, analysis, modeling, and display of spatially referenced data for solving complex management and planning problems.
- 6) **Global Positioning System (GPS)** - satellite technology used to determine geodetic positions on the earth's surface.
- 7) **Metadata** - "data about data." Information which provides standards and other information about data, usually contained and shipped with each dataset.
- 8) **Public Data** - data which is not protected under FOIA or PA exemptions and for which release to the public is of a sound legal basis. In the Nevada BLM, this data has been validated by a data steward who has approved the dataset and indicated that the data is available for public use.
- 9) **Proprietary/Confidential Data** - data that is submitted by either party in expectation of confidentiality, the release of which could result in substantial competitive harm to the submitter.
- 10) **Sensitive Data** - data that requires protection due to the risk and magnitude of loss or harm which would result from inadvertent or deliberate disclosure, alteration, or destruction of the data. The term includes: Information or data protected by agreement, law or policy of which the improper use or disclosure could adversely affect the ability of an agency to accomplish its mission (i.e., threatened and endangered species, archeological sites), privileged, copyrighted or trademarked data, records about individuals requiring protection under the PA and/or FOIA documents being withheld under various exemptions, to include commercial or proprietary/confidential information and draft, pre-decisional, un-validated data.
- 11) **Spatial/Geospatial 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.