

FS Agreement No. 11-MU-11031600-027
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
NEW MEXICO LAND GRANT COUNCIL
And The
USDA, FOREST SERVICE
SOUTHWESTERN REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the NEW MEXICO LAND GRANT COUNCIL, hereinafter referred to as "THE COUNCIL," and the USDA, Forest Service, Southwestern Region, hereinafter referred to as the "U.S. Forest Service."

Background:

The Council

The New Mexico Land Grant Council was established in 2009 by the Land Grant Support Act, §49-11-1, NMSA 1978. The Council consists of five members representing land grants who are appointed by the Governor. The general purposes of the council are to:

- Establish a land grant support program to provide advice and assistance and resources to land grants
- Serve as a liaison between land grants and the federal, state and local governments.

The powers and duties of the Council are enumerated in section 4 of the Act and include assisting land grants with program management and planning, performing studies, serving as a fiscal agent, conducting training sessions, and disseminating information to federal, state and local agencies.

The U.S. Forest Service

U.S. Forest Service, Southwestern Region, manages over 9 million acres of National Forest System lands in New Mexico. National Forest System lands are managed using a multiple-use approach that sustains healthy ecosystems and addresses the need for resources, commodities, and services. Management responsibilities include maintaining water quality and supply, mitigating impacts due to climate change, providing for diverse recreation opportunities, and sustaining biological diversity. The Forest Service State & Private Forestry programs provide technical and financial assistance to Tribes and private forest landowners. The Forest Service also plays a key role in wildfire management and protecting lives and communities from wildfire.

Title: Conservation of Natural Resources within the State of New Mexico

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties; to develop an understanding for cooperation and coordination between the parties, to share information, work on projects of mutual interest, and establish protocols for requests from, and to, the land grant communities in New Mexico in accordance with the following provisions.



II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The New Mexico Land Grant Council serves as a liaison between land grants and the federal, state and local governments and provides advice and assistance and resources to land grants. This MOU is intended to formalize and enhance our mutual long-term commitment to the conservation and stewardship of National Forest's natural resources in the land grant areas.

This MOU establishes a state-wide framework for cooperation between the parties to achieve common goals and objectives, especially as relates to the areas of the Spanish/Mexican land grants.

Each party is independent, has its respective responsibilities, and yet recognizes the need to work together as a federal, state and local partnership for the successful utilization of programs related to our natural resources and the communities that depend on them. In consideration of the above premises, the parties agree as follows:

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III. THE COUNCIL SHALL:

- A. Continue the leadership role as the state entity responsible for establishing a land grant support program to provide advice and assistance to land grants and to serve as a liaison between land grants and the federal, state and local governments.
- B. Work with local land grant representatives, U.S. FOREST SERVICE, and other partners in establishing protocols of communications and meetings for presenting requests or complaints to the U.S. FOREST SERVICE.
- C. Cooperate and participate in information and education programs with land grant representatives and U.S. Forest Service where efforts are mutually beneficial to all parties.
- D. Encourage land grant presentation of all requests, problems or complaints at the U.S. FOREST SERVICE local level (Ranger District, Forest Supervisors Office) to seek response from that level of the U.S. FOREST SERVICE before bringing such items to the Council level for direct presentation to the U.S. FOREST SERVICE.
- E. Share information, including to periodically provide the U.S. FOREST SERVICE an updated list of all Land Grants recognized as political subdivisions of the state and their boards of directors in New Mexico and to share data and research from studies or information collected by the Council.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. Recognize the Council as an entity of the State government.
- B. Provide information and facilitate participation in Forest Service and USDA programs that can benefit rural communities and traditional forest users.
- C. Share information and suggested reading lists related to land grants, acequias, and other important cultural aspects unique to New Mexico to National Forest System line officers.
- D. Share publically available data, reports, and other information with the Council to assist in preparing its program and work plan.
- E. Maintain the expectation that National Forest System line officers (Forest Supervisors, and District Rangers) will work with the Council and land grant representatives, within existing authorities, regarding critical resource concerns on National Forest System lands.
- F. Provide the Council a contact list, which is updated periodically, of National Forest System line officers in New Mexico (Forest Supervisors and District Rangers).

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

- A. The Parties will meet periodically to review opportunities for cooperation and on issues of mutual concern.
- B. The Parties will share information and updates on priority initiatives, projects, and issues to improve communications.
- C. Where appropriate, the Parties will seek out opportunities to collaborate on mutually beneficial programs and projects, such as watershed restoration, wildfire risk reduction, and resource monitoring. When mutually agreeable, the Parties will utilize the appropriate agreements, coordinated through the Regional Office, to implement these projects.
- D. The Parties will, as appropriate, share resource information and data to assist in focusing effective Forest resource utilization.
- E. The Parties will assist Forest Service units and Land Grants, respectively, to resolve issues that arise at the lowest level within both Parties. Questions arising pertaining to the cooperative work of the Parties will be discussed on-the-ground before elevating to higher levels of the organizations. The Parties will facilitate responses to requests in an appropriate timeframe.



- F. The Parties will invite each other to participate in appropriate Regional, State and local meetings and conservation initiatives.
- G. The Parties will distribute this agreement to their respective U.S. Forest Service offices and Land Grants in New Mexico.
- H. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Jimmy Rodriguez, Program Manager, Local Government Division, NM Department of Finance and Administration Address: 410 Don Gaspar City, State, Zip: Santa Fe, NM 87501 Telephone: 505-476-1069 FAX: Email: JimmyN.Rodriquez@state.nm.us	Name: Juan Sanchez, Chair – ATTN: Jimmy Rodriguez, Program Manager, Local Government Division, NM Department of Finance and Administration Address: 410 Don Gaspar City, State, Zip: Santa Fe, NM 87501 Telephone: 505-476-1069 FAX: Email: JimmyN.Rodriquez@state.nm.us

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: James Melonas, NM State Liason Address: 11 Forest Lane City, State, Zip: Santa Fe, NM 87508 Telephone: 505-438-5318 FAX: Email: jmelonas@fs.fed.us	Name: Monica L. Martinez Grants & Agreements Specialist Address: 333 Broadway Blvd., SE City, State, Zip: Albuquerque, NM 87102 Telephone: 505-842-3161 FAX: 505-842-3111 Email: mlmartinez@fs.fed.us

- I. **NON-LIABILITY.** The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this instrument.
- J. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or THE COUNCIL 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 THE COUNCIL, at COUNCIL'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.

K. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or THE COUNCIL from participating in similar activities with other public or private agencies, organizations, and individuals.

L. ENDORSEMENT. Any of THE COUNCIL's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of THE COUNCIL's products or activities. And does not by direct reference or implication convey the cooperator's endorsement of the U.S. Forest Service products or activities.

M. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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 instruments 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 instrument 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 instrument, 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 instruments must comply with all applicable law

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

N. USE OF U.S. FOREST SERVICE INSIGNIA. In order for THE COUNCIL 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.

- O. 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 instrument, or benefits that may arise therefrom, either directly or indirectly.
- P. 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).
- Q. 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 or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- R. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. THE COUNCIL is encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:
- " The Southwestern Region of the U.S. Forest Service, Department of Agriculture, manages 11 National Forests and Grasslands, provides technical and financial assistance to Tribal and private landowners, and plays a key role in wildfire management and assistance in Arizona, New Mexico, western Oklahoma and Texas."
- THE COUNCIL may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. THE COUNCIL is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.
- S. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. THE COUNCIL Shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.



T. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. THE COUNCIL 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.)

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."

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


V. DEBARMENT AND SUSPENSION. THE COUNCIL 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 THE COUNCIL 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.

W. 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.

X. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through April 30, 2016 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



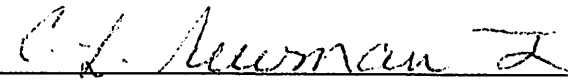
Y. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



JUAN SANCHEZ, CHAIR
New Mexico Land Grant Council

6/24/11

Date



CORBIN L. NEWMAN, Jr. Regional Forester
U.S. Forest Service, Southwestern Region

6-24-11

Date

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



MONICA L. MARTINEZ
U.S. Forest Service Grants & Agreements Specialist

6/10/2011

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.