

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.

**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.



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



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.