



FS Agreement No. 16-MU-11030200-007

Cooperator Agreement No. _____

**COOPERATING AGENCY
MEMORANDUM OF UNDERSTANDING**

**Between The
COUNTIES OF COLFAX, MORA & TAOS IN NEW MEXICO**

**And The
COLFAX SOIL AND WATER CONSERVATION DISTRICT,
EAST RIO ARRIBA SOIL AND WATER CONSERVATION DISTRICT, SAN
JUAN SOIL AND WATER CONSERVATION DISTRICT, TAOS SOIL AND
WATER CONSERVATION DISTRICT, UPPER CHAMA SOIL AND WATER
CONSERVATION DISTRICT & WESTERN MORA SOIL AND WATER
CONSERVATION DISTRICT**

**And The
NEW MEXICO LAND GRANT COUNCIL, NEW MEXICO DEPARTMENT OF
AGRICULTURE & NEW MEXICO DEPARTMENT OF GAME AND FISH**

**And The
USDA, FOREST SERVICE
CARSON NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Counties of Colfax, Mora, and Taos in New Mexico; Colfax Soil and Water Conservation District, East Rio Arriba Soil and Water Conservation District, San Juan Soil and Water Conservation District, Taos Soil and Water Conservation District, Upper Chama Soil and Water Conservation District, Western Mora Soil and Water Conservation District, New Mexico Land Grant Council, New Mexico Department of Agriculture, New Mexico Department of Game and Fish, hereinafter referred to as “the Cooperators,” and the USDA, Forest Service, Southwestern Region, Carson National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: In compliance with the National Forest Management Act, the U.S. Forest Service is revising the current Carson National Forest Land and Resource Management Plan (henceforth “Forest Plan”). The U.S. Forest Service, with public engagement, has completed an assessment report of existing conditions, trends, and risks to sustainability and identified needs to change the 1986 Carson Forest Plan. A notice of intent to revise the 1986 Carson Forest Plan and prepare an environmental impact statement (EIS) was published in the *Federal Register* on October 7, 2015 (80 FR 60617-20). This proposed action affects the entire Carson National Forest.

Title: Carson Forest Plan Revision Cooperating Agency Relationship

**I. PURPOSE:**

The purpose of this MOU is to provide a framework for cooperation and coordination between the Cooperators and the U.S. Forest Service that will ensure successful completion of the Carson Forest Plan and associated EIS in a timely, efficient, and thorough manner; to designate the parties as a Cooperating Agencies in the development of the Carson Forest Plan and EIS; to recognize the U.S. Forest Service as the lead agency with responsibility for the completion of the Carson Forest Plan, EIS, and Record of Decision (ROD); and to describe the respective responsibilities and expertise of the parties in the planning process.

II. AUTHORITIES:

The authorities that allow the U.S. Forest Service to enter into the activities described in this MOU include, but are not limited to:

1. National Environmental Policy Act of 1969 (42 USC 4321 et seq.)
2. National Forest Management Act (16 USC 1604 et seq.)
3. Federal Land Policy and Management Act of 1976, as amended
4. Council on Environmental Quality regulations (40 CFR 1601 et seq.)
5. US Forest Service 219 Planning Rule (36 CFR 219 et seq.)

The authority that allows the Cooperators to enter into the activities described in this MOU includes, but is not limited to, the National Environmental Policy Act of 1969 (42 USC 4321 et seq.).

All decision-making authority for management of the National Forests is held by the Forest Service and the U.S. Department of Agriculture. This authority is not modified by this Memorandum of Understanding.

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is in the process of revising the 1986 Carson Forest Plan and preparing an EIS using the 2012 Planning Rule (36 CFR 219). Involving strategic federal, state, and local government entities in the planning process provides a forum for maximizing the collective voice and interests of the communities and greater public around the national forest. The U.S. Forest Service will benefit from the Cooperators' knowledge and understanding related to the concerns and needs of local communities in northern New Mexico. The Cooperators can potentially have a positive influence on the ability to connect with the public and act as a liaison between the people they represent and the U.S. Forest Service. The Cooperators benefit by being able to represent their constituents and have input into the revised Carson Forest Plan and EIS. Both parties benefit through improving relationships, developing an environment of cooperation and trust, and a generating greater acceptance and understanding by the public of the value and benefits provided through the Carson Forest Plan.

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

**IV. THE COOPERATORS MAY:**

- A. Review and provide feedback and input on draft proposed plan desired conditions, other plan components, and additional plan content.
- B. Review and provide feedback and input on the preliminary range of alternatives.
- C. Attend and participate in meetings with the U.S. Forest Service to review and discuss the development of the draft proposed plan and alternatives.
- D. Provide technical information, data, and expertise, within the Cooperators' capabilities, to support the EIS analysis.
- E. Provide the U.S. Forest Service with input and information on the consistency of the draft proposed forest plan with the Cooperators' management plan (if one exists), as well as the needs of the public.
- F. Provide all comments, input, data, and information in accordance with the U.S. Forest Service's Forest Plan Revision schedule.
- G. Serve as a conduit for representing the interests and needs of the Cooperators' constituents in the plan development of draft proposed plan.

V. THE U.S. FOREST SERVICE AS LEAD AGENCY SHALL:

- A. Be the lead agency for the Carson National Forest plan revision process. This process includes all planning and environmental analysis documents, draft proposed Forest Plan, draft EIS, the proposed Forest Plan, the final EIS, and the ROD. The U.S. Forest Service's responsibilities include developing the draft proposed plan, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the U.S. Forest Service will follow all applicable statutory and regulatory requirements.
- B. Afford the Cooperators opportunity to review and provide feedback and input on draft proposed plan desired conditions, other plan components, and additional plan content.
- C. Provide the Cooperators opportunity to review and provide feedback and input on the preliminary range of alternatives.
- D. Hold meetings with the Cooperators to review and discuss the development of the draft proposed plan and alternatives as they progress.
- E. Consider the input, recommendations, data, and/or analyses provided by the Cooperators during the plan revision process, giving particular attention to topics on which the Cooperators are acknowledged to possess special expertise.



- F. Notify the Cooperators of all public notices made by the U.S. Forest Service pertaining to Forest Plan Revision.
- G. Keep the Cooperators apprised of the Forest Plan Revision schedule and update schedule as needed.

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

- A. The U.S. Forest Service has sole and ultimate decision-making authority regarding the management of National Forest System lands.
- B. Participation in the planning process is voluntary.
- C. Both Parties will cooperate to achieve better outcomes while ensuring each agency’s key mandates and legal requirements are adequately met.
- D. Communicate openly and provide a conduit for the timely exchange of information.
- E. Resolve conflicts at the lowest administrative level.
- F. **PRINCIPAL CONTACTS:** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts

County of Colfax	County of Mora
Name: Patricia Gonzalez Address: PO Box 1498 City, State, Zip: Raton, NM 87740 Telephone: 575-445-9661 Email: pgonzalez@co.colfax.nm.us	Name: Rumaldo Pino III Address: PO Box 580 City, State, Zip: Mora, NM 87732 Telephone: 575-387-5393 Email: rpino@countyofmora.com

County of Taos	
Name: Nathan Sanchez Address: 105 Albright Street, Suite H City, State, Zip: Taos, NM 87571 Telephone: 575-737-6443 Email: nathan.sanchez@taoscounty.org	



Colfax Soil and Water Conservation District	East Rio Arriba Soil and Water Conservation District
Name: Kareyl Vatilestad Address: 245 Park Ave, Suite 206 City, State, Zip: Raton, NM 87740 Telephone: 575-613-2545 x108 Email:kareyl.vatilestad@nm.nacdnet.net	Name: Marcos Valdez Address: 424-H S. Riverside Dr., Suite H City, State, Zip: Espanola, NM 87532 Telephone: 505-753-0477 Email: marcos.valdez@nm.nacdnet.net

San Juan Soil and Water Conservation District	Taos Soil and Water Conservation District
Name: Emma Deyo Address: 1427 W Aztec Blvd, Suite 1 City, State, Zip: Aztec, NM 87410 Telephone: 505-334-3090 Email: emma.deyo@sanjuanswcd.com	Name: Peter Vigil Address: PO Box 2787 City, State, Zip: Ranchos de Taos, NM 87557 Telephone: 575-751-0584 Email: tswcd@newmex.com

Upper Chama Soil and Water Conservation District	Western Mora Soil and Water Conservation District
Name: Frank Martinez Address: PO Box 524 City, State, Zip: Tierra Amarilla, NM 87575 Telephone: 575-588-0093 Email: frankmartinez300@msn.com	Name: Megan McCawley-Rivera Address: 523 State Hwy 518, SWCD Bldg. City, State, Zip: Mora, NM 87723 Telephone: 575-387-2424 Email: megan.rivera@nm.nacdnet.net

New Mexico Land Grant Council	
Name: Arturo Archuleta Address: 3706 Headingly NE City, State, Zip: Albuquerque, NM 87110 Telephone: 575-588-0093 Email: Arturo.achuleta@comcast.net	



New Mexico Department of Agriculture	New Mexico Department of Game and Fish
Name: Les Owen Address: PO Box 30005 City, State, Zip: Las Cruces, NM 88003 Telephone: 575-646-7002 Email: lowen@nmda.nmsu.edu	Name: Chuck Hayes Address: PO Box 25112 City, State, Zip: Santa Fe, NM 87504 Telephone: 505-476-8114 Email: chuck.hayes@state.nm.us

Principal U.S. Forest Service Contacts

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Kevin Naranjo Address: 208 Cruz Alta City, State, Zip: Taos, NM 87571 Telephone: 575-758-6221 Email: kjnaranjo@gmail.com	Name: Kileen B. Mitchell Address: 208 Cruz Alta City, State, Zip: Taos, NM 87571 Telephone: 575-758-6296 Email: kileenbmitchell@fs.fed.us

G. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperators 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 MOU.

To the Cooperators, at the Cooperators' addresses 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.



- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. ENDORSEMENT. Any of the Cooperators' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Cooperators' products or activities.
- J. 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 laws

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

- K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Cooperators 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.
- L. 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.
- M. 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).



N. 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.

O. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. Cooperator is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Carson National Forest of the U.S. Forest Service, Department of Agriculture, is revising its 1986 Carson Forest Plan and preparing an Environmental Impact Statement analysis on the proposed, revised plan and alternatives to that proposed plan."

The Cooperators may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Cooperators are 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.

P. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Cooperators shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

Q. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Cooperator 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."

- R. **TERMINATION.** Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- S. **DEBARMENT AND SUSPENSION.** The 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 any Cooperator 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.
- T. **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.
- U. **COMMENCEMENT/EXPIRATION DATE.** This MOU is executed as of the date of the last signature and is effective through March 31, 2018, at which time it will expire.
- V. **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.

Cheryl Navarette

CHERYL NAVARETTE, County
Manager County of Colfax

3/8/16

Date

Ben Sanchez

BEN SANCHEZ, County Manager
County of Mora

2/18/16

Date

Leandro Cordova

LEANDRO CORDOVA, County Manager
County of Taos

2-29-16

Date

Gerald Seward

GERALD SEWARD, Chair
Colfax Soil and Water Conservation District

Date



Kenneth Salazar

KENNETH SALAZAR, Chair
East Rio Arriba Soil and Water Conservation District

2/8/16

Date

Emma Lee Deyo

EMMA DEYO, District Manager
San Juan Soil and Water Conservation District

5-4-2016

Date

Maureen Johnson

MAUREEN JOHNSON, Chair
Taos Soil and Water Conservation District

03/02/2016

Date

H L L

HORACE LEYBA, Chair
Upper Chama Soil and Water Conservation District

2-22-2016

Date

Juan F. Archuleta *ve.*
~~DAVID J. MAESTAS, Chair~~

Western Mora Soil and Water Conservation District
Juan F. Archuleta, Vice-Chair

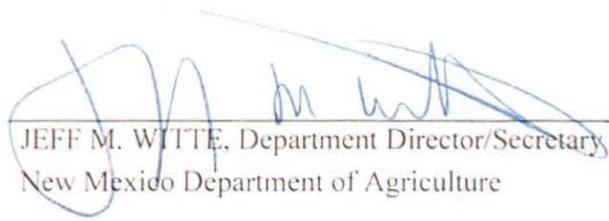
2-11-16

Date




JUAN SANCHEZ, Chair
New Mexico Land Grant Council

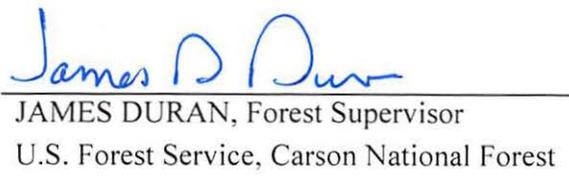
3/11/16
Date


JEFF M. WITTE, Department Director/Secretary
New Mexico Department of Agriculture

2/11/16
Date


ALEXANDRA SANDOVAL, Director
New Mexico Department of Game and Fish

3/7/16
Date


JAMES DURAN, Forest Supervisor
U.S. Forest Service, Carson National Forest

May 10/2016
Date



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

KILEEN MITCHELL

5/9/2016

Date

U.S. Forest Service Grants Management Specialist

16M011030200-007

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.

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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.