

**MEMORANDUM OF UNDERSTANDING**

**between**

**U. S. Department of the Interior  
Bureau of Land Management  
New Mexico State Office**

**and the**

**State of New Mexico  
Energy, Minerals and Natural Resources Department**

**Concerning  
Wildland Urban Interface, Hazardous Fuels Reduction, and  
Forest Restoration and Watershed Health Projects**

I. Purpose. This Memorandum of Understanding (MOU) provides procedures and guidance for coordination and cooperation between the U.S. Department of the Interior, Bureau of Land Management (BLM) New Mexico State Office, and the New Mexico Energy, Minerals, and Natural Resources Department, Forestry Division (EMNRD) for conducting projects that shall involve mutually-approved work that emphasizes improving forest and watershed health on public lands within the State of New Mexico.

II. Objective. It is in EMNRD's and the BLM's mutual benefit to assist and cooperate in a program of enhancing and, where possible, developing the forest resources and doing necessary improvement work in such ways as will contribute to the public welfare. There may be multiple projects conducted as part of this MOU. Each project shall follow the attached Project Work Plan (Exhibit A), as may be amended from time to time. EMNRD and its subcontractors shall perform work on BLM-managed public lands only with an approved Project Work Plan in place.

III. Authority.

BLM's authority to enter into this MOU is based on Section 307(b) of the Federal Land Policy and Management Act of 1976, 43 U.S.C. 1737.

EMNRD's authority to enter into this MOU is based on the Forest Conservation Act, NMSA 1978, § 68-2-1 *et seq.*

IV. Procedure.

A. BLM shall:

1. Consult with the EMNRD project contact and request and authorize work to be performed.

2. Assign fully qualified and experienced BLM staff to provide the technical direction for all contracted workers on all projects undertaken within the terms of this MOU. The BLM staff shall give EMNRD and its subcontracted workers specific direction as to what and how project work is to be done, provide technical advice, and give final approval of Project Work Plans. The BLM will ensure compliance with any federal laws and regulations regarding activities on federal lands, including, but not limited to, the National Environmental Policy Act, the Endangered Species Act, and the National Historic Preservation Act.

3. Maintain ownership and responsibility for any vegetative material harvested as a result of the projects including firewood, saw timber, and other special forest products as defined by BLM policy. The BLM shall be responsible for any removal or sale of vegetative material that will not otherwise be treated as slash within the project area as set forth in the individual approved Project Work Plans.

4. Facilitate completion of approved Project Work Plans within the time limits specified in the individual Project Work Plans.

5. Participate in joint inspections with the EMNRD project contact in order to certify work completed complies with BLM standards and the terms and conditions of each approved Project Work Plan prior to EMNRD paying subcontractors.

B. EMNRD shall:

1. Procure and pay subcontractors under contract to EMNRD for all services for work to be completed under this MOU, and ensure the work is completed.

2. Adhere to the project expiration date and budget specified in individual approved Project Work Plans.

3. Review and approve any proposed changes to projects in accordance with the priority system set forth in the New Mexico Forest Action Plan, the Forestry Division's planning document that addresses statewide resources assessment, strategy, and response, and individual approved Project Work Plans.

V. Administration.

A. Nothing in this MOU will be construed as affecting the authorities of the participants, or as binding beyond their respective authorities, or to require any of the participants to obligate or expend funds in excess of available appropriations.

B. Conflicts among the participants concerning procedures under this MOU, which cannot be resolved at the operational level, will be referred to successively higher levels, as necessary, for resolution.

C. The terms of this MOU may be renegotiated at any time at the initiative of either of the participants, following at least 30 days' written notice to the other. Such changes will be in the form of an amendment and will become effective upon signature by both participants.

D. This MOU may be cancelled at any time by either of the participants, following at least 30 days' written notice to the other. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

E. The need for this MOU is expected to continue for five years, at the end of which period it will expire, unless cancelled, extended, or renewed.

F. Both participants shall comply with all State of New Mexico and federal statutes relating to non-discrimination on the basis of race, color, handicap, or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; and the Human Rights Act, NMSA 1978, Section 28-18-1 *et seq.*

G. The BLM and the State of New Mexico do not have the authority to indemnify or hold harmless the other party from all claims, liabilities, losses, damages, charges, etc. The State of New Mexico shall be responsible for errors, omission, and negligence of its employees to the extent provided under the New Mexico Tort Claims Act, NMSA 1978, § 41-1-1 *et seq.* The BLM shall be responsible for the errors, omission, and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act (28 U.S.C. §§ 1346 (b), 2401 (b) and 2671-2680, as amended by P.L. 80-506, 80 Stat. 306). Third party claims that may arise under the performance of this MOU shall be determined solely under the Federal Tort Claims Act as to the BLM and under the New Mexico Tort Claims Act, NMSA 1978, § 41-4-1 *et seq.*, as to EMNRD.

H. The terms of this MOU are contingent upon the New Mexico State Legislature and U.S. Congress granting sufficient appropriation and authorization for the performance of this MOU. If sufficient appropriation or authorization is not granted, either party may terminate this MOU, or suspend performance pending approval of sufficient appropriation or authorization, upon written notice from one to the other. Either participant's decision as to whether sufficient appropriations are available shall be final, binding, and accepted by the other.

I. This MOU will become effective upon signature by both participants.

J. Points of Contact:

Jeremy Kruger  
BLM Forestry Program Lead  
435 Montano Rd. NE  
Albuquerque, NM 87107  
(505) 761-8792

Andrew Frederick  
Forestry Division, EMNRD  
1220 S. St. Francis Drive  
Santa Fe, NM 87505  
(505) 476-3325

**IN WITNESS WHEREOF**, the participants hereto have herein below executed this MOA as of the date last written below.

**U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT**

By: \_\_\_\_\_  
Jesse J. Juen, New Mexico State Director

Date: \_\_\_\_\_

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
DEPARTMENT**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

Date: \_\_\_\_\_

**EXHIBIT B**

**PROJECT WORK PLAN  
AGREEMENT # \_\_\_\_\_**

This Project Work Plan (PWP) is hereby made and entered into by and between the New Mexico Energy, Minerals and Natural Resources Department, (EMNRD) and the Department of the Interior, New Mexico Bureau of Land Management (BLM) as specified under the provisions of Master Agreement \_\_\_\_\_.

**Project Title:** \_\_\_\_\_

**Project Number:** \_\_\_\_\_

**Project I.D. Funding:** \_\_\_\_\_

**Forestry Division Project Contact:** \_\_\_\_\_

Telephone Number: \_\_\_\_\_ email: \_\_\_\_\_

**BLM Project Manager:** \_\_\_\_\_

Telephone Number: \_\_\_\_\_ email: \_\_\_\_\_

**NOTE: Any changes to the approved Project Work Plan shall require a written amendment approved by both the Energy, Minerals and Natural Resources Department (EMNRD) Forestry Division (Division) Director or designee and the New Mexico Bureau of Land Management (BLM), following EMNRD and BLM contract review.**

**I. PROJECT DESCRIPTION:** Explain the type of project(s) to be implemented, and location(s) of areas to be treated and specific treatment types. Include a map of project boundaries.

**II. PROJECT OBJECTIVES:** Identify activities to be conducted under the scope of this project.

**III. PROJECT TASKS:** List the responsibilities of each party in project implementation.

**IV. Guidelines for Operations:** Explain any road use restrictions, stream coarse protections, seasonal restrictions due to threatened or endangered species, Best Management Practices, protection of improvements, Fire Precautions (Fire Plan) and Fire Liability, etc.

**V. BUDGET/IN-KIND CONTRIBUTIONS:**

Minimum acreage to be treated is \_\_\_\_\_ acres.

Amount of project will not exceed \$ \_\_\_\_\_.

BLM in-kind (non-cash) contribution (if applicable) is \$ \_\_\_\_\_.

**VI. PROJECT EXPIRATION DATE:** \_\_\_\_\_.

**VII. ENVIRONMENTAL CLEARANCES:** Who will obtain any necessary environmental and cultural clearances for the project area and how will this be done?

Work conducted under this Agreement shall only be on BLM land that has already obtained all necessary environmental and cultural clearances through BLM for the project area.

**VIII. PROJECT PROCEDURES:**

- A. BLM officer contacts Forestry Division project contact to request work be performed.
- B. BLM and Forestry Division develop Project Work Plan.
- C. BLM maps project boundaries, marks trees, and designates access.
- D. Forestry Division selects a thinning subcontractor from statewide Price Agreements and contracts required work elements.
- E. Forestry Division project contacts provide Forestry Division Santa Fe Office with quarterly written progress reports.
- F. Forestry Division and BLM conduct field inspections and approve work prior to Forestry Division paying thinning subcontractor invoices.

**IX. PURCHASING METHODOLOGY FOR PROJECT:** This project shall follow all procedures outlined in the New Mexico State Procurement Code.

**X. REPORTING:** Forestry Division project contacts provide Forestry Division Santa Fe Office with quarterly written progress reports.

**XI. INSPECTIONS AND CERTIFICATION:** EMNRD project contact and BLM officer certify work completed complies with BLM standards and the terms and conditions of each approved Project Work Plan prior to EMNRD paying subcontractors. Forestry Division project contact shall submit an inspection report (Attachment 1) to the Forestry Division Santa Fe Office for every payment issued.

**XII. 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 agreement.

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

**DEPARTMENT OF THE INTERIOR, NEW MEXICO BUREAU OF LAND  
MANAGEMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jesse J. Juen, New Mexico State Director

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

By: \_\_\_\_\_ Date: \_\_\_\_\_  
*NAME*  
BLM Grants Management Specialist

**EMNRD FORESTRY DIVISION**

Approved by:

\_\_\_\_\_  
State Forester or Designee Date

### PROJECT INSPECTION FORM



Subcontractor Information (please print):

Subcontractor Name: \_\_\_\_\_

Subcontractor Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Legal Description of Property:

Township: \_\_\_\_\_ Range: \_\_\_\_\_ Section: \_\_\_\_\_

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#### Completed Forest and Watershed Treatment Activities

Project Name: \_\_\_\_\_

Work Plan Number: \_\_\_\_\_

Treatment Type: \_\_\_\_\_

Acres Completed: \_\_\_\_\_

\*A Trip Report describing treatments accomplished, progress to date and planned activities must accompany this inspection sheet.

Approved: \_\_\_\_\_ Date: \_\_\_\_\_

BLM Project Manager

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
District Forester Signature

Date: \_\_\_\_\_