

MEMORANDUM OF UNDERSTANDING

between
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
NEW MEXICO STATE OFFICE
and
NEW MEXICO ASSOCIATION OF CONSERVATION DISTRICTS

regarding
BLM Prescribed Fire Expertise For Private Landowners Across Landscapes

I. Introduction

This Memorandum of Understanding (MOU) is between the United States Department of the Interior, Bureau of Land Management (BLM), New Mexico State Office and the New Mexico Association of Conservation Districts (NMACD); jointly referred to as the “Parties.”

II. Purpose

- A. The purpose of this agreement is to outline each agency’s role and responsibilities in the development and implementation of prescribed burn plans on joint administrative landscapes of private and public (BLM administered) lands in New Mexico. Whereas the BLM’s expertise has been requested and funded to assist private landowners and/or grazing permittees in the development of a burn plan for his/her property and public grazing allotment to maintain overall landscape health and habitat quality for these lands. This MOU also establishes a commitment by NMACD to collaborate with BLM to arrive at a reimbursement for actual expenses incurred by BLM for burn plan development and implementation of prescribed fire on the private land portions of a burn.
- B. This MOU does not relieve any landowner, or party to this MOU of any liability associated with burning activities outside the planned prescription and targeted area. In addition, landowner participation under this MOU is voluntary in all aspects.

III. Background

- A. Landowners and agencies have taken an aggressive approach to restoration of habitat throughout the state. This includes brush control, forest thinning and revegetation of disturbed lands. These efforts are typically accomplished through herbicide, mechanical, or hand crews to achieve the desired result. Maintenance of land health goals are primarily accomplished through the use of prescriptive fire and eventually fire use in some areas. Private landowners and livestock permit holders seldom have the expertise necessary to develop an appropriate level burn plan or the resources to carry out the prescribed burn itself. As a result, this MOU provides an option for livestock permit holders and private landowners to fund BLM fire expertise and

resources to assist them in the development of the burn plan and implementation of prescribed burns across private and public land jurisdictions. The BLM will gain habitat and range improvement as well as hazardous fuel reduction.

IV. Authorities

- A. The authorities for the BLM to enter into this agreement include, but are not limited to, the following:
 - 1. Federal Land Policy and Management Act of 1976; 43 U.S.C. § 1701, et seq.
- B. The authorities for New Mexico Association of Conservation Districts to enter into this agreement include, but are not limited to, the following:
 - 1. The NMACD is a private non-profit organization organized as a 501c3. Its voting membership include the 47 Soil and Water Conservation Districts (SWCD) in New Mexico.
 - 2. A SWCD is authorized by the Soil and Water Conservation District Act (73-20-25 through 73-20-48 NMSA 1978) “ to conserve and develop the natural resources of the state, provide for flood control, preserve wildlife, protect the tax base and promote the health, safety and general welfare of the people of New Mexico.”

Nothing in this MOU alters or supersedes the authorities and responsibilities of any of the Parties on any matter under their respective jurisdictions.

V. Roles and Responsibilities

- A. The BLM roles and responsibilities include:
 - 1. Provide expertise and resources in the preparation and development of burn plans on private and public land jurisdictions, upon request and funding by private landowners and/or grazing permit holders. There must be a mutual benefit to both parties
 - 2. Provide expertise and resources in the implementation of prescribed burns on private and public land jurisdictions, upon request and funding, by private landowners and/or grazing permit holders. There must be a mutual benefit to both parties.
 - 3. Provide a Burn Boss (RXB2) for planning and implementation of prescribed fire plans for a private landowner through the local SWCD if requested and feasible. The RXB2 has the final say to whether the prescribed burn is ready to be initiated and terminated. There must be a mutual benefit to both parties.

4. Provide equipment and resources burns for private landowners through the local SWCD in the implementation of prescribed burns when requested and feasible. There must be a mutual benefit to both parties.
 5. The BLM will assure compliance with any federal laws or regulations regarding activities on federal land, including, but not limited to, National Environmental Policy Act, the Endangered Species Act, and the National Historic Preservation Act.
 6. The BLM will work with private landowner/permittee on grazing deferment pre and post fire to achieve the desired results for habitat objectives.
- B. The NMACD roles and responsibilities include:
1. Provide guidance and assistance to local SWCD in the development of funded agreements with the BLM referenced to this MOU.
 2. Provide information and education to local landowners and local SWCD on the purpose of the MOU and the opportunity and mechanism for accessing the BLM's local fire expertise.
 3. Provide local SWCD and private landowners the guidelines of BLM's prescribed fire policy when the BLM provides the RXB2 and resources for the prescribed burn.
 4. Assisting in the development of the burn plan and/or the implementation of the prescribed burn if they have basic training through National Wildfire Coordinating Group or local programs offered such as training provided by the New Mexico Prescribed Fire Council. This may also include private landowners.
- C. The joint roles and responsibilities of the Parties include:
1. Act in good faith to accomplish all terms of this agreement including resolutions of negotiations for BLM cost recovery of burn plan development and implementation of prescribed fires.
 2. Define and identifying specific recurring and/or emerging issues of mutual interest. Meet at a minimum of semi-annually (first and third quarters) to evaluate and discuss issues, concerns or modifications to this agreement to continue to improve overall land health through the effective use of prescribed fire.
 3. Freely exchanging information and updating each other on planned burning activities 15 days prior to its occurrence.

VI. Representatives

The Parties will designate representatives as specified in Attachment 1 to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Attachment 1 to the other Party. Any revisions must be added to the official file.

VII. Funding

- A. This MOU shall not obligate any partner to expend funds or involve the agencies in any contract or other obligations for the payment of money.
- B. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the agencies to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.

VIII. Term, Amendments, and Termination**A. Term of MOU:**

- 1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.
- 2. This MOU shall remain in effect for 5 years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

B. Amendments:

- 1. The Parties may request changes to this MOU, which shall be effective only upon the written agreement of all Parties.
- 2. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, executed and signed by all Parties, and will be effective in accordance with the terms and conditions contained herein.

C. Termination:

- 1. This MOU may be unilaterally terminated at any time by any one of its participants, following at least 30 days written notice to the other participants.

IX. Signatures

A. All signatories have the appropriate delegation of authority to sign this MOU.

B. The Parties hereto have executed this MOU on the dates shown below.

/s/ Debbie Hughes
Debbie Hughes
Executive Director
New Mexico Association of Conservation Districts

Dated: 7/10/17

/s/ Amy Lueders
Amy Lueders
State Director
Bureau of Land Management, New Mexico State Office

Dated: 7/21/2017

1 Attachment:

1 – Principal Contacts (1 p)

Principal Contacts

The principal contacts for this MOU are:

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