

MEMORANDUM OF UNDERSTANDING
Between The
And The
USDA, FOREST SERVICE
CIBOLA NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the , hereinafter referred to as “Cooperator,” and the USDA, Forest Service, Cibola National Forest, hereinafter referred to as the “U.S. Forest Service.”

Background: The U.S. Forest Service is revising the existing 1985 Cibola Forest Plan as required by the National Forest Management Act. After two years of engaging the public in assessing conditions, trends, and risks to sustainability and identifying the needs for change to the 1985 Cibola Forest Plan, the U.S. Forest Service has published a Notice of Intent (NOI) to revise the 1985 Cibola Forest Plan and prepare an Environmental Impact Statement (EIS). This proposed action affects the Magdalena, Mt. Taylor, Mountainair and Sandia Ranger Districts.

Title: Cooperating Agency Status

I. PURPOSE:

The purpose of this MOU is to document a framework for cooperation and to define the relationship and duties between the parties as Cooperating Agencies in the preparation of an Environmental Impact Statement (EIS) for Forest Plan Revision. This MOU is established to provide coordination, communication, and the exchange of ideas and information between the Forest Service and the Cooperator pursuant to the revision of the Cibola National Forest’s Land and Resource Management Plan and development of the required National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) analysis. The Forest Service and the Cooperator will cooperate in the areas of natural and cultural resources and properties and traditional land use with respect to each entity’s regulations, on matters important to the Cooperator’s constituency, and on public involvement activities. While the Forest Service recognizes the expertise of the Cooperator in these subjects, this agreement does not preclude the Cooperator from submitting other information, comments, and/or data pertaining to the Cibola Land and Resource Management Plan or EIS analysis, including but not limited to the suggestion of alternatives or alternative methods of accomplishing natural resource objectives.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The U.S. Forest Service is in the process of preparing an EIS for Forest Plan Revision for the Sandia, Mountainair, Magdalena, and Mt. Taylor Ranger Districts. The U.S. Forest Service must assure that the EIS complies with the National Environmental Act (NEPA) and other applicable federal statutes, regulations, and Presidential Executive Orders. In addition, the U.S. Forest Service will produce the EIS in accordance with established timeframes and the terms of this agreement.

The U.S. Forest Service will benefit from this agreement by gaining broader public engagement with wide public support, including all diverse interests, with the anticipated outcome of a revised forest plan and alternatives for lands administered by the U.S. Forest Service as described above. Both parties will benefit the development of the Forest Plan and EIS, as the effects analysis, completed with the supplied information, will be more accurate and support a more informed decision by the Forest Supervisor on a final, revised Cibola Forest Plan.

The authority of the U.S. Forest Service to participate in this agreement is provided by NEPA, 42 U.S.C. 4321 et seq. The authority of the Cooperator to participate in this agreement is provided by 39 CFR Part 219.

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

III. U.S. FOREST SERVICE SHALL, As Lead Agency:

- A. Be responsible for the preparation and content of the EIS
- B. Invite the Cooperator to participate as a member of the extended interdisciplinary team.
- C. Provide the opportunity for the Cooperator to review and comment on:
 - 1) A collaborative, public engagement strategy;
 - 2) A draft proposed action;
 - 3) Preliminary range of alternatives;
 - 4) Preliminary draft of the socio-economic section of the affected environment and environmental consequences;
 - 5) Draft EIS;
 - 6) Final EIS;
- D. Notify the Cooperator of all public notices made by the U.S. Forest Service pertaining to Forest Plan revision;
- E. Keep the Cooperator apprised of the forest plan revision schedule and provide an updated schedule as needed;
- F. Review and incorporate, as appropriate, information provided by the Cooperator into the EIS;
- G. Make the final Forest Plan decision in regards to the management of lands, resources, goods, and services provided by lands administered by the U.S. Forest Service as described above, in accordance with the 2012 Planning Rule (36 CFR 219) and the Council for Environmental Quality's Regulations for Implementing NEPA (40 CFR Parts 1500-1508).

IV. THE Cooperator SHALL, as Cooperating Agency:

- A. Co-convene and help design collaborative public engagement processes and events, inclusive of diverse stakeholders and interests;
- B. Provide the U.S. Forest Service with the relevant information related to the Cooperator's comprehensive plan with respect to natural resource based industries, the economy, culture, and traditional uses;

- C. Provide the U.S. Forest Service with information and effects to the Cooperator's comprehensive planning from management of U.S. Forest Service lands within the borders or jurisdiction of the Cooperator and identify opportunities for the revised forest plan to address identified impacts, contribute to joint objectives, or resolve or reduce conflicts;
- D. Provide the U.S. Forest Service with responses to data requests to the degree the data are reasonably available within the time limits that will meet the project schedule;
- E. Complete a review of the draft and final EIS;
- F. Be available to discuss any documents or analysis provided by the Cooperator;
- G. Provide as specific-as-possible comments on requested products;
- H. May designate a Cooperator representative to serve on the extended interdisciplinary team.

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

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Forest Planner	Name: Forest Supervisor
Address: 2113 Osuna Rd. NE	Address: 2113 Osuna Rd. NE
City, State, Zip: Albuquerque, NM 87113	City, State, Zip: Albuquerque, NM 87113
Telephone: 505-346-3900	Telephone: 505-346-3900
FAX: 505-346-3901	FAX: 505-346-3901
Email:	Email:

- F. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator 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 Cooperator, at Cooperator'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.

- G. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- H. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator's products or activities and does not by direct reference or implication convey the Cooperator's endorsement of the U.S. Forest Service's products or activities.
- I. 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; cooperators availability of funds and other resources; agency and cooperators 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 U.S. 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.

- J. USE OF U.S. FOREST SERVICE INSIGNIA. In order for Cooperator 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.
- K. 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.
- L. 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 Act regulations (5 U.S.C. 552).
- M. 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.
- N. 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 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:
- "Cibola National Forest of the U.S. Forest Service, Department of Agriculture, is revising its 1985 Cibola Forest Plan and preparing an Environmental Impact Statement analysis on the proposed, revised plan and alternatives to that proposed plan."
- Cooperator may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. Cooperator 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 Communication as far in advance of release as possible.
- O. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Cooperator shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- P. 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 to 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."

- Q. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- R. DEBARMENT AND SUSPENSION. Cooperator 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 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.
- S. 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.
- T. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through September 2017 or upon approval of the revised Cibola Forest Plan, at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized signatory officials.
- U. 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.

Cooperator's signatory official's positional title
Cooperator's Organizational Name

Date

Forest Supervisor
U.S. Forest Service, Cibola National Forest and
National Grasslands

Date

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.