

COOPERATIVE AGREEMENT
between the
NEW MEXICO ENERGY, MINERALS, AND NATURAL RESOURCES DEPARTMENT
FORESTRY DIVISION
and the
UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This agreement is by and between the New Mexico Energy, Minerals, and Natural Resources Department, Forestry Division, called EMNRD, and the United States Department of Agriculture (USDA), Natural Resources Conservation Service, called NRCS.

I. AUTHORITY

NRCS Authority to enter into this agreement is 16 U.S.C. 690a-f, 590 q, 7 CFR Part 610 (CFD 10.902) and the Intergovernmental Cooperation Act, 31 U.S.C. 6505

II. PURPOSE

The purpose of this agreement is to facilitate interagency coordination and provide technical assistance required to implement the New Mexico Forest and Watershed Health Plan and forestry-related provisions of the 2008 Food, Conservation and Energy Act in New Mexico.

III. MUTUAL INTEREST

The EMNRD and the NRCS share the following common objectives:

- Develop, update and/or modify tools and documents including but not limited to technical guides, standards and specifications that are directed to the particular forest and woodland characteristics and related resource needs of the state, and conduct related trainings.
- Provide technical assistance to non-industrial private forest landowners, including but not limited to assistance with planning, design, layout and checkout of forestry-related conservation practices.
- Develop, update and/or modify tools and documents including but not limited to NRCS Field Office Technical Guides, standards and specifications that are directed to the particular forest and woodland characteristics and related resource needs of the state, and conduct related trainings.
- As requested by NRCS, provide technical assistance to non-industrial private forest landowners, including but not limited to assistance with planning, design, layout and checkout of forestry-related conservation practices.

IV. RESPONSIBILITIES

A. THE EMNRD WILL:

1. Provide a minimum of 50 percent of the cost for the work as described in this agreement. This 50 percent of cost shall not exceed \$200,000.00.
2. Provide technical assistance to the NRCS State Office and/or Field Offices as specified in Attachment B – Budget Allocation. This may include but is not limited to assistance with development, updating and/or modification of technical guides, standards and specifications and that are directed to the particular forest and woodland characteristics and related resource needs of the state, and related trainings.
3. As NRCS Technical Service Providers, provide technical assistance to non-industrial private forest landowners. This may include but is not limited to assistance with planning, design, layout, and checkout of forestry-related conservation practices. Refer to NRCS New Mexico Field Office Technical Guide, Section IV “Statement of Work” for identified deliverables for this agreement for each identified conservation practice.
4. Coordinate with NRCS and EMNRD on the update and maintenance of all five sections of the NRCS Field Office Technical Guide (FOTG) for those sections and practices directly related to forestry in support of farm bill programs.
5. Contact and provide assistance to Farm Bill program applicants submitted by NRCS.
6. Field visits will be made as required by EMNRD staff foresters or contract forest inspectors (CFI) to determine the technical need for practices requested and for information needed for the development of the site specific practice specification (sometimes referred to as a job sheet). If necessary, field visits may be made to layout the practice and to provide application assistance. Field visits will be made as required to conduct practice certification.
7. Follow current NRCS policy in the development of conservation practice planning, design, layout and certification.
8. Request reimbursement by submitting a completed form SF-270, Request for Advance or Reimbursement, with supporting documentation to NRCS. Total amount of reimbursement from NRCS will not exceed \$200,000.00.

Costs associated with this agreement will be segregated through standard state internal accounting processes to segregate charges related to this agreement. Personnel and employee benefits costs will be allocated to this agreement by specific state employee and CFI working on this agreement based on an estimated percentage of overall time working towards this agreement. An indirect rate equal to the rate included in the State and Local Department/Agency Indirect Cost Negotiation Agreement (currently at 21.46%) of all personnel and benefit costs will be allocated against both the federal reimbursable costs and the related state match expenditures. The indirect costs shall be included in the not to exceed amount of \$200,000.00. Deliverables agreed upon under this agreement will be tracked and reported on an annual basis. The costs associated with this agreement (both federal and state match) will represent total costs related to this agreement and will not be allocated to a specific task or accomplishment, but instead represent costs associated with accomplishing the overall required deliverables agreed upon within the agreement.

9. Complete and return Standard Form 3881, Vendor Enrollment Form for payment purposes.
10. Comply with the Attachment A, Special Provisions.

11. Provide the following as a liaison:

Susan Rich, Forest and Watershed Health Coordinator
 4001 Edith Boulevard NE
 Albuquerque, NM 87107
 Telephone No. (505) 345-2200
 Facsimile No. (505) 345-1392
 Email Address: susan.rich@state.nm.us

B. NRCS agrees to:

1. Provide a maximum of 50 percent of the cost of the work described in Section A. This cost to NRCS shall not exceed \$200,000.00.
2. NRCS field office will notify EMNRD of all needed assistance. Requests for assistance will be made through the State Office NRCS/EMNRD Forester and/or directly with the local EMNRD Forestry District Office (as listed below).

| | |
|--|---|
| <p>Jessi Ouzts Forester 6200 Jefferson NE Albuquerque, NM 87109 505 761-4436 505 761-4462 fax Jessica.ouzts@nm.usda.gov</p> | |
| <p>Chama District HC 75, Box 100 Chama, NM 87520 575-588-7831 575-588-7333 fax</p> | <p>Las Vegas District HC 33, Box 109 #4 Las Vegas, NM 87701 505-425-7472 505-425-9360 fax</p> |
| <p>Cimarron District P.O. Box 5 Ute Park, NM 87749 575-376-2204 575-376-2384 fax</p> | <p>Socorro District HC 32, Box 2 1701 Enterprise Socorro, NM 87801 575-835-9359 575-835-9452 fax</p> |
| <p>Bernalillo District 5105 Santa Fe Hills Blvd Rio Rancho, NM 87124 505-867-2334 505-867-2225 fax</p> | <p>Capitan District P.O. Box 277 Capitan, NM 88316 575-354-2231 575-354-3052 fax</p> |

3. NRCS shall serve as point of contact and shall work with client, EMNRD and all interested partners to assure Coordinated Resource Management (CRM) process is used in the planning

process and in the resolution of controversial issues, regulatory issues, land access and leadership responsibilities.

4. NRCS will update all planning software with the appropriate planned and installed practice information and will report practices in Customer Service Toolkit in 35 field offices.
5. NRCS will provide electronic copies of all standard job sheet formats to EMNRD through the FOTG.
6. Reimburse the EMNRD, upon receipt and approval of form SF-270, Request for Advance or Reimbursement, and supporting documentation, for items completed in accordance with Section A.
7. Provide the following as a liaison:

George Chavez, State Resource Conservationist
6200 Jefferson NE
Albuquerque, NM 87109
Telephone No. (505) 761-4421
Facsimile No. (505) 761-4462
Email Address: george.chavez@nm.usda.gov

V. IT IS MUTUALLY AGREED:

1. **Location of technical assistance:** The locations of this technical assistance work shall be performed in the state, area, and field office environments based on specific task(s) assigned. The field locations will be identified as assistance is requested through NRCS and farm bill program clients throughout the state.
2. This agreement is effective upon date of final signature through September 30, 2011.
3. This agreement may be amended in writing by mutual consent of the parties to this agreement.
4. This agreement may be temporarily suspended by NRCS if NRCS determines that corrective action by the EMNRD is needed to meet the provisions of this agreement. Further, NRCS may suspend this agreement when it is evident that a termination is pending.
5. This agreement may be terminated by either party by written notice to the other party or parties at least 30 days in advance of the effective date of the termination.
6. Employees of the EMNRD shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
7. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the EMNRD. They also shall not assist the EMNRD with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the EMNRD concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.

6. Employees of the EMNRD shall remain its employees while carrying out their duties under this agreement and shall not be considered as Federal employees or agents of the United States for any purpose under this agreement.
7. Employees of NRCS shall participate in efforts under this agreement solely as representatives of NRCS. To this end, they shall not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the EMNRD. They also shall not assist the EMNRD with efforts to lobby Congress, or to raise money through fundraising efforts. Further, NRCS employees shall report to their immediate supervisor any negotiations with the EMNRD concerning future employment and shall refrain from participation in efforts regarding such party until approved by the Agency.
8. The furnishing of financial and other assistance by NRCS is contingent upon funds appropriated by Congress, made administratively available, or authorized by law.
9. By signing this agreement, the EMNRD assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.
10. As a condition of this agreement, the EMNRD assures and certifies that it is in compliance with, and will comply in the course of this agreement with all applicable laws, regulations, executive orders, and other generally applicable requirements.
11. Privacy of personal information relating to Natural Resources Conservation Service Programs will be in accordance with Section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171, 116 Stat. 235).

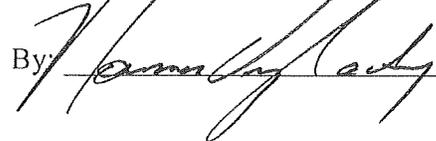
New Mexico Energy, Minerals, and
Natural Resources Department-Forestry Division

By: 

Title: Director, Administrative Services Division

Date: 8/24/09

United States Department of Agriculture
Natural Resources Conservation Service

By: 

Title: State Conservationist

Date: 8/26/2009