

MEMORANDUM OF UNDERSTANDING
amongst:

U.S. Department of the Interior
Bureau of Land Management
New Mexico State Office
and
National Park Service-Intermountain Regional Office
and
U.S. Fish and Wildlife-Southwest Region
and
State of New Mexico Environment Department
Air Quality Bureau

concerning:
Providing Multiple Agency Support for the Department of Interior (DOI)
Smoke Management Specialist Position

This Memorandum of Understanding is hereby made and entered into by and between the Bureau of Land Management - New Mexico State Office, hereinafter referred to as BLM; National Park Service - Intermountain Regional Office, hereinafter referred to as NPS; the Fish and Wildlife Service - Southwest Region, hereinafter referred to as FWS; and the State of New Mexico Environment Department Air Quality Bureau.

I. Purpose.

A. The purpose of this Memorandum of Understanding (MOU) is to provide a framework for cooperation to improve effectiveness and efficiency in attaining our shared mission goals and to implement the objectives of the New Mexico Air Quality Bureau's Smoke Management Program. The purpose of this MOU is also to provide multiple agency support for the Department of Interior (DOI) Smoke Management Specialist position. The position serves as a central point of contact for all burners in the State of New Mexico: all federal land management agency field units; state; municipal; and private. This MOU will enable the exchange of office space, supplies, specialized smoke equipment, computers and printers, and/or personnel in support of the Smoke Management Specialist position. This MOU provides a framework for interagency cooperation, collaboration, and coordination in smoke management issues for the DOI agencies with the AQB.

B. Under this MOU, the BLM, NPS, FWS, and the AQB may conduct projects, planning, permitting, leasing, contracting, and other activities, either jointly or on behalf of one another. To facilitate the sharing of resources, funds may be transferred and reimbursed on an annual basis, including transfers and reimbursements for multi-year projects. Limitations on the use of funds, however, may not be circumvented.

C. This MOU is intended to provide the basis for subsequent Intra-Governmental Orders (IGO's) prepared by BLM to simplify the reimbursable process, so that the agencies can efficiently transfer funds. This implements Office of Management and Budget (OMB) Memorandum M-07-03, November 13, 2006 which applies to the heads of all departments and agencies to establish business rules for intra-governmental transactions. This requires the establishment of separate IGO's for each project or category of projects between given offices. The billing process must ensure that payments are correctly applied against the appropriate funds. This includes proper separation and accountability of funds, as well as the ability for prompt and efficient transfers of funds between agencies. Even though appropriations language may span multiple years, there is a budget requirement to establish reimbursable accounts on at least an annual basis. This does not preclude units from establishing multiple-year projects.

II. Authority.

A. This MOU is made and entered into under the authority of the Federal Land Policy and Management Act (FLPMA) of 1976; Section 102 (a)(8).

III. Roles and Responsibilities.

Authorizations: The BLM, NPS, FWS and AQB authorize each other to use equipment, facilities, and other resources, as appropriate, to accomplish mutually agreed-upon work. Under the interdepartmental waiver rule (see 65 Comp. Gen.464), the using/borrowing entity generally will not be held financially liable for the loss, theft, damage, or destruction of property items from the authorizing/loaning entity.

A. BLM Shall:

1. Provide and supervise the following position: BLM Smoke Management Specialist, whose functional duties shall be the shared "DOI Smoke Management Specialist."
2. Provide access to a government motor pool vehicle.
3. Provide internet access, a cell phone, radio, a computer and computer support.
4. Provide use of air quality monitoring equipment and assistance with monitoring, as resources are available.
5. Administer the daily operational function(s) of the AQB's Smoke Management Program.

6. Assist with smoke management meetings, training course instruction and/or materials.

B. NPS Shall:

1. Provide administrative assistance and personnel, as needed and available.
2. Provide financial support for with the Smoke Management Program and the DOI Smoke Management Specialist position, as funding is available, up to \$3,000 annually. Direct purchases for equipment and supplies are the preferred method, rather than transfer of funds to another agency.
3. Assist with smoke management training course instruction and/or materials.
4. Provide smoke monitoring equipment and/or support as available and needed.

C. FWS Shall:

1. Provide administrative support as available and needed.
2. Provide financial support for with the Smoke Management Program and the DOI Smoke Management Specialist position, as funding is available. Direct purchases for equipment and supplies are the preferred method, rather than transfer of funds to another agency.
3. Assist with smoke management training course instruction and/or materials.
4. Provide smoke monitoring support as available and needed.

D. AQB Shall:

1. Provide office space including a telephone and AQB computer access for smoke database, servers and maintenance of the database and website.
2. Provide office supplies.
3. Provide access to a fax machine, printer, copier, and mailing services.
4. Provide a backup person(s) to handle the daily duties of the Smoke Management Program when the Smoke Management Specialist is absent.
5. Provide use of air quality monitoring equipment and assistance with monitoring, on an as-needed basis, when resources are available.
6. Assist with smoke management training course instruction and/or materials.

It is mutually understood and agreed by and between the parties that:

- A. BLM is hosting the position and FTE.
- B. This position's expertise will be made available to all parties for training, day-to-day management of the smoke management program, assistance with the New Mexico smoke management program to all users, other documents, attendance at meetings, and smoke monitoring.

IV. Funding

Direct purchases for equipment and supplies are the preferred method for assisting and supporting agencies (with no direct financial ties) to contribute and provide financial assistance to the New Mexico Smoke Management Program.

A separate Annual Operating Plan and Interagency Agreement will need to be prepared, if funds are required to be transferred from agency to agency. Additionally, the BLM, NPS, FWS and AQB mutually agree to waive agency overhead charges through the life of this MOU on all actions accomplished under this MOU, provided there is a mutual benefit and the agency determines that the waiver will not result in a significant financial impact.

V. Terms of Agreement and Right of Termination.

- A. The term of this MOU will be 5 years, effective upon signatures of each respective agency.
- B. Modifications within the scope of this MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. All changes must be agreed to by the parties in writing.
- C. Any of the parties, in writing, may terminate this MOU, in whole or in part, at any time before the date of expiration. This MOU will be reviewed on an annual basis by all signatories and may be amended by the mutual consent of all parties. Changes require written modification, signed and dated by all parties, prior to the effective date.

VI. General

Non-Fund Obligating Document: Nothing in this MOU shall obligate the BLM, NPS, FWS, or the AQB to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies or offices of the BLM, NPS, FWS or AQB will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this MOU. Any liability incurred by the AQB in connection with this MOU is subject to the immunities and limitations of the *New Mexico Tort Claims Act*.

The principal contacts for this MOU are:

BLM Primary Contact

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 NM BLM State Fire Management Officer
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BLM Administrative Contact

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NPS Primary Contact

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 Fuels Management Specialist
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AQB Primary Contact

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AQB Administrative Contact

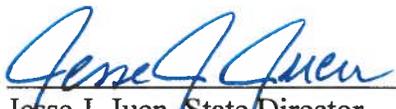
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VII. Authorized Representatives

By signature below, the parties certify that the individuals listed in this document as representatives are authorized to act in their respective areas for matters related to this agreement.

IN WITNESS WHEREOF, all parties have executed this MOU, as of the last date written below:

Approved:



Jesse J. Juen, State Director
Bureau of Land Management
New Mexico State Office

5/28/14
Date



Michael Davin, Deputy Regional Fire Management Officer
National Park Service
Intermountain Regional Office

5/22/14
Date

Acting for 

Loren DeRosear, Regional Fire Management Coordinator
U.S. Fish and Wildlife Service
Southwest Region

5/29/14
Date



Ryan Flynn, Cabinet Secretary
State of New Mexico
Environment Department

6/6/2014
Date