

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**NEW MEXICO DEPARTMENT OF GAME AND FISH**  
**And The**  
**USDA, FOREST SERVICE**  
**SOUTHWESTERN REGION**  
**AND THE**  
**UNITED STATES DEPARTMENT OF INTERIOR,**  
**BUREAU OF LAND MANAGEMENT,**  
**NEW MEXICO STATE OFFICE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the New Mexico Department of Game and Fish, hereinafter referred to as "NMDGF", the United States Department of the Interior (USDI), Bureau of Land Management, New Mexico State Office, hereinafter referred to as "BLM," and the United States Department of Agriculture (USDA), Forest Service, Southwestern Region, hereinafter referred to as the "U.S. Forest Service," and collectively referred to as the "parties."

Background: The Sikes Act (16 USC §670g et. seq.) authorizes the establishment of conservation and rehabilitation programs on public lands, and to utilize those methods and procedures which are necessary to protect, conserve, and enhance wildlife, fish, and game resources to the maximum extent practicable on public lands, consistent with any overall land use and management plans for the lands involved. Such methods and procedures include, but not be limited to, all activities associated with scientific resources management such as protection, research, census, law enforcement, habitat management, propagation, live trapping and transplantation, regulated taking, and access controls in managing fish and wildlife resources.

The Public Land User Stamp Rule (19.34.6 NMAC) establishes among other things the requirements for who must purchase a Habitat Stamp in New Mexico, the fee for the Habitat Stamp, and how the fees may be expended. All fees from Habitat Stamp purchases are collected by the NMDGF and deposited into a distinct NMDGF managed fund that is specific to Habitat Stamp fees. The New Mexico Legislature has the authority to appropriate Habitat Stamp funds for expenditures of collected Habitat Stamp fees.

Title: New Mexico Habitat Stamp Program on Public Lands in New Mexico

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish broad guidelines for the operation of a Statewide Public Land Management Stamp Program ("Habitat Stamp Program") in the State of New Mexico in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The New Mexico State Game Commission (NMSGC) has been created under the laws of the State of New Mexico to provide an adequate and flexible system for the protection of game and fish of New Mexico and for their use and development for public recreation and food

supply, and to provide for their propagation, planting, protection, regulation and conservation, to the extent necessary, to provide and maintain an adequate supply of game and fish within the state of New Mexico. (NMSA 1978, §17-1-1). The NMDGF serves to implement regulations and policies of the NMSGC to affect the above goals. The NMDGF is responsible for the management, enhancement, research and conservation of public wildlife habitat (NMSA 1978, §17-1-5.1). Nothing in this MOU may be construed as diminishing the authority and jurisdiction of the State of New Mexico with respect to the management of wildlife within the State of New Mexico. The NMDGF enters into this MOU pursuant to NMSA 1978, §§17-1-14 and 17-1-28 and any other applicable authority.

The BLM is the agency responsible for managing public lands and administering such lands for public uses under the authority of the Federal Land Policy and Management Act of 1976 (43 U.S.C. §§1701-1782) (FLPMA) and the Sikes Act. Nothing in this MOU may be construed as diminishing the authority of the BLM to manage BLM public lands for wildlife habitat and other purposes in accordance with FLPMA, and other applicable authorities established by law.

The U.S. Forest Service is the agency responsible for managing National Forest System lands and administering public uses under the authority of the Multiple-Use Sustained Yield Act (16 U.S.C. §§528-531) and the Sikes Act. Nothing in this MOU may be construed as diminishing the authority of the U.S. Forest Service to manage National Forest Service lands for wildlife habitat and other purposes in accordance with the Multiple-Use Sustained Yield Act of 1960, the National Forest Management Act of 1976 or any other applicable authorities authorized by law.

The Habitat Stamp Program will conduct work that provides diverse and high-quality wildlife and fishery resources that are harmonious with other uses and missions of the parties. This will result in long-term conservation and rehabilitation programs that will supplement other agency programs designed to enhance fish, wildlife, and their habitats for enjoyment and use by the current and future generations of New Mexicans.

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

### **III. THE NMDGF WILL:**

- A. Cooperate with the BLM and the U.S. Forest Service to develop and administer the Habitat Stamp Program for the conservation and rehabilitation of fish and wildlife habitat. The program will be funded in whole or in part by funds generated by the sale of Habitat Stamps.
- B. Maintain accurate records and file a report annually concerning the amount and disposition of fees collected. Parties to this agreement and the Comptroller General of the United States will have access to such records for the purposes of audit and examination.

#### **IV. THE BLM WILL:**

- A. Collaborate with the NMDGF and the U.S. Forest Service to develop and implement the Habitat Stamp Program.
- B. Assume ownership of infrastructure constructed or installed on BLM public lands that has been funded entirely or in part by the Habitat Stamp Program. Funds from the Habitat Stamp Program may be used to construct or install new infrastructure or maintain existing infrastructure. Improvements and infrastructure placed on BLM lands will become the property of the United States. These improvements and infrastructure are subject to the same regulations and administration of the BLM as other federally owned infrastructure.

#### **V. THE U.S. FOREST SERVICE WILL:**

- A. Cooperate with NMDGF and BLM on the Habitat Stamp Program.
- B. If projects are implemented in the future, those would be done through separate instruments. Under those instruments, it would specify if and how the U.S. Forest Service would assume ownership of infrastructure constructed or maintained with Habitat Stamp Program funds on U.S. Forest Service lands.

#### **VI. PRINCIPAL CONTACTS**

The individuals listed below are authorized to act in their respective areas for matters related to this MOU.

##### **NMDGF Program Contact**

Name: Daniel Lusk  
Title: Habitat Program Manager  
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Email: [Daniel.lusk@dgf.nm.gov](mailto:Daniel.lusk@dgf.nm.gov)

##### **NMDGF Administrative Contact**

Name: Donald Auer  
Title: Assistant Chief, Habitat and Lands Section  
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**U.S. Forest Service – Program Manager Contact**

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**U.S. Forest Service – Administrative Contact**

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**Bureau of Land Management**

Name: Stephanie Herbert  
Title: BLM NM Wildlife Program Lead  
Address: 301 Dinosaur Trail  
City, State, Zip: Santa Fe, NM 87508  
Telephone: 505-549-5394  
Email: [seherbert@blm.gov](mailto:seherbert@blm.gov)

**VII. NOTICES.** Any communications affecting the operations covered by this MOU given by the parties is sufficient only if in writing and must be 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 the cooperators at the cooperators' 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.

**VIII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. It is the mutual objective of the parties to cooperate through the Habitat Stamp Program to manage public lands under this MOU in a manner that will provide for high quality fish and wildlife habitat and recreational experiences for the citizens of New Mexico.

- B. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts any of the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- C. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties will 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.

This MOU is neither a fiscal nor a funds obligation document. 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; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU does not provide that authority. The negotiation, execution, and administration of each such agreements must comply with all applicable law.

- D. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NMDGF or the BLM 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 Communication.
- E. MEMBERS OF U.S. CONGRESS. Pursuant to 18 U.S.C. 431 and 433, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- F. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the U.S. Forest Service or the BLM under this MOU is subject to the Freedom of Information Act (FOIA), 5 U.S.C. 552. Public access to MOU or agreement records must not be limited, however, the parties will protect from public disclosure any and all documents related to, or generated by this MOU, to the extent provided by law any records or documents generated as a result of this MOU shall become part of the official BLM record maintained in accordance with BLM record management policies.
- G. 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 federal government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official federal government business; or b) using any electronic equipment supplied by the federal 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 State of New Mexico owned, leased or rented vehicles, POVs or GOVs when driving while on federal government business or when performing any work for or on behalf of the federal government.

- H. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The NMDGF and the BLM are encouraged to give public notice of this MOU and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Southwestern Region of the U.S. Forest Service, U.S. Department of Agriculture, is responsible for managing and protecting habitat for wildlife, fish and rare plants in national forests and grasslands in the State of New Mexico."

The NMDGF and the BLM may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The NMDGF and the BLM will 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.

- I. The U.S. FOREST SERVICE and the BLM ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The NMDGF and the BLM will acknowledge the U.S. Forest Service support in any publications, audiovisuals, and electronic media they develop as a result of this MOU.
- J. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The NMDGF and the BLM will 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 agency 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 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 agency is an equal opportunity provider."***

- K. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration, following at least 30 days written notice to the other parties.

- L. DEBARMENT AND SUSPENSION. The NMDGF will immediately inform the U.S. Forest Service or the BLM 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 NMDGF or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they will notify the U.S. Forest Service and the BLM without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
  
- M. EXISTING LAW. Nothing in this MOU is intended to alter, limit, or expand the parties' statutory and regulatory authority.
  
- N. 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.
  
- O. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2033, unless terminated, extended, or cancelled prior to the expiration date of January 1, 2034.
  
- P. 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.

**Michael B. Sloane** Digitally signed by Michael B. Sloane  
 Date: 2024.10.15 16:32:47 -06'00'

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MICHAEL B. SLOANE Date  
 NMDGF, Director

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MELANIE BARNES Date  
 BLM, State Director, New Mexico

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CECILIA CLAVET, Deputy Regional Forester Date  
 U.S. Forest Service, Southwestern Region

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

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SARAH OAKMAN (25-MU-11031600-001) U.S.  
Forest Service Grants Management Specialist

Date