

MEMORANDUM OF UNDERSTANDING
Between
CITY OF FLAGSTAFF, ARIZONA
USDA-FOREST SERVICE - COCONINO NATIONAL FOREST
USDI NATIONAL PARK SERVICE - FLAGSTAFF AREA NATIONAL MONUMENTS
for
MANAGEMENT OF THE LAKE MARY - WALNUT CREEK WATERSHED, INCLUDING
UPPER AND LOWER LAKE MARY

WHEREAS, The City of Flagstaff ("City"), Arizona, and the United States on Behalf of the Forest Service - Coconino National Forest ("USFS") and the National Park Service ("NPS") - Flagstaff Area National Monuments, (collectively, the "Parties") entered a Stipulation, finalized on December 10, 2001 and approved July 16, 2002 (Attachment A) as part of the General Adjudication of All Rights to Use Water in the Little Colorado River System and Source (Civil No. 6417), (hereinafter, the "Stipulation"), and

WHEREAS, the Parties agreed in the Stipulation to identify best management practices consistent with municipal values and Amendment 17 (Flagstaff/Lake Mary Ecosystem Assessment) to the 2018 Land and Resource Management Plan for the Coconino National Forest, and implement such practices where appropriate, and

WHEREAS, the Parties agreed in the Stipulation to evaluate methods that may increase the likelihood of flood flows and improve the inner-canyon environment in Walnut Canyon National Monument, and

WHEREAS, the Parties agreed that nothing contained in the Stipulation is construed to obligate or require the City to increase flood flows and improve the inner-canyon environment in Walnut Canyon National Monument, and

WHEREAS, the Parties-agreed to cooperate in good faith regarding the objectives identified in the Stipulation, and

WHEREAS, the Parties agree this Memorandum of Understanding supersedes the previous Memorandum of Understanding, fully executed on January 22, 2013;

NOW THEREFORE, the Parties desire to cooperate as follows:

ARTICLE I: Purpose of the Agreement.

This Memorandum of Understanding (MOU) provides the framework between the Parties to cooperate in continuing the function of the Technical Advisory Committee (TAC) established as per MOU signed on September 2, 2003. The TAC is charged with developing and evaluating study proposals for the Lake Mary - Walnut Creek Watershed area, as defined under the Stipulation (see attached map at the end of this document). Such proposals should be designed to evaluate and implement, where appropriate, best management practices, restoration actions, reservoir modifications, and/or operational criteria to address the objectives addressed in paragraphs D3 and D4 of the Stipulation, consistent with municipal values and the management direction in the 2018 Land and Resource Management Plan for the Coconino National Forest Land and Resource Management Plan, and the NPS Walnut Canyon National Monument General Management Plan (2007). Proposals will be recommended by the TAC and may be implemented when approved by the Mayor and City Council of the City of Flagstaff, Forest Supervisor of the Coconino National Forest, and Superintendent of the Flagstaff Area National Monuments.

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ARTICLE II: Statement of Work

The Parties agree to cooperate by:

1. Meet twice per year, or more often as needed, to further the objectives and actions identified in Article I.
2. Provide one representative (and one alternate) with education and/or experience in biology, ecology, hydrology, watershed management, utilities management, or civil engineering to serve on the TAC. Each representative will be designated in writing by the Party's appropriate signatory to this agreement.
3. Organize and conduct TAC business according to guidelines in the attached Charter (Attachment B). The Charter shall be effective when approved by the City Council and signed by the Mayor of the City of Flagstaff, the Forest Supervisor for Coconino National Forest, and the Superintendent of the Flagstaff Area National Monuments.
4. Share information or technical data regarding past, present, or future hydrology, reservoir operations, ecology, biota, environment, and land use within the Lake Mary - Walnut Creek Watershed.
5. Permit access by representatives of the other Parties to lands controlled within the Lake Mary - Walnut Creek Watershed by each Party provided prior reasonable notification is given.

ARTICLE III: Term of Agreement

This MOU shall become effective on the date of the last signature and shall continue in full force and effect for 10 years. The MOU may be amended or modified upon written request of any of the Parties, and subsequent written concurrence of the others. Any of the Parties may terminate their involvement in this MOU at any time with a 60-day written notice to the others.

ARTICLE IV. Key Officials and Contacts

City of Flagstaff

Mayor
City Of Flagstaff
211 W. Aspen
Flagstaff, Arizona 86001
(928)213-2015

Utilities Director
City of Flagstaff
2323 Walgreens
Street Suite 1
Flagstaff, Arizona 86004
(928)213-2400

U.S. Forest Service

Forest Supervisor Coconino
National Forest 1824 S
Thompson Street Flagstaff,
Arizona 86001
(928)527-3600

Watershed Program Manager
Coconino National Forest
1824 S Thompson Street
Flagstaff, Arizona 86001
(928)527-3451

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National Park Service:

Superintendent
Flagstaff Area National Monuments 6400 N.
Highway 89
Flagstaff, Arizona 86004
(928)526-1157

Resource Stewardship and Science Manager,
Flagstaff Area National Monuments
6400 N. Highway 89
Flagstaff, Arizona 86004
(928)526-1157

ARTICLE V. Mutually Agreed Upon Clauses

1. The Parties and their respective agencies and offices will handle their own activities and utilize their own resources, including expenditure of their own funds, in pursuing the objectives of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
2. The Parties agree that no activity under this agreement shall negate nor supersede any respective jurisdictional, regulatory, or permitting requirements.
3. Nothing in this MOU shall obligate the City of Flagstaff, the NPS, or the USFS to seek, transfer, or expend any funds or other resources other than those set forth in the Stipulation.
4. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Parties require execution of separate agreements and is contingent upon the availability of funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of such separate agreements must comply with all applicable statutes and regulation.
5. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against any other party to this agreement, its agencies, its officers, or any person.
6. Any information furnished to the Parties under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552) and applicable State law.
7. Nothing in this MOU restricts the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.
8. This MOU shall be applicable to any successors and assigns of the City of Flagstaff's municipal water supply system.
9. The Parties do not assume liability for any third-party claims for damages arising out of this agreement.
10. Any communications affecting the operations covered by this MOU given by the Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax to each of the Parties at the address specified in the MOU. Notices are effective

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when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

11. Contributions by any of the Parties made under this MOU do not by direct reference or implication convey endorsement by the other Parties of the contributing Party's products or activities.
12. In order for any Party to use the insignia of the other Parties on any published media, such as a Web page, printed publication, or audiovisual production, written permission must be granted by each Party's Office of Communication.
13. In accordance with Executive Order (E)) 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.
14. The Parties shall acknowledge each other's support in any publications; audiovisuals; and electronic media developed as a result of activities under this MOU.
15. The City shall immediately inform the USFS and the NPS if it or any of its 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 the City or any of its principals receive a transmittal letter or other official Federal notice of debarment or suspension, they shall notify the USFS and the NPS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

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ARTICLE VI: Signatures

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the last date written below.

CITY OF FLAGSTAFF

Becky Daggett
Mayor

Date

Approved as to form:

City Attorney

Date

Attest:

City Clerk

Date

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ARTICLE VI: Signatures (continued)

USDA FOREST SERVICE
COCONINO NATIONAL FOREST

Aaron Mayville
Forest Supervisor

Date

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ARTICLE VI: Signatures (continued)

USDI NATIONAL PARK SERVICE
FLAGSTAFF AREA NATIONAL MONUMENTS

Robin Martin
Superintendent

Date