

INTERGOVERNMENTAL AGREEMENT

Between
Arizona State Forestry
and
City of Flagstaff

IGA No. FT-16-0216-ASF-A1S

RE: Forest Management Planning COF and Private lands.

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Date: 8/15/2016

I. INTRODUCTION

This agreement is made and entered into between the following participants:

1. The Arizona State Forestry or its successor agency, hereafter referred to as AZSF (Reflect name change to Department of Forestry and Fire Management in August of 2016 (DFFM)) , and
2. City of Flagstaff hereafter referred to as COF.

II. BACKGROUND AND PURPOSE

- A. The purpose of this IGA is to make available funds to assist the COF in developing a multi resource management plan for the city owned land known as Picture Canyon and the privately owned Dry Lake Hills parcel. The final product will be in accordance with the Arizona State Forestry Division Stewardship guidelines. This funding will allow the COF to utilize the Forest Stewardship program outline and guidelines and will allow AZFD to count the accomplishments to acres under active management. Both properties fall under jurisdiction of the COF and are in need of active management.

III. AUTHORITIES**A. AZFD authority:**

1. A.R.S § 37-622 et seq Perform all management and administrative functions assigned or delegated to this state by the United States relating to forestry and financial assistance and grants relating to forestry.
2. The Forest Stewardship Program is authorized by the Cooperative Forestry Assistance Act of 1978, as amended, 16 U.S.C. 2103A. 3.A.R.S. § 11-951, et seq. Authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.

B. COF authority:

1. A.R.S. § 11-951, et seq. Authorizes public agencies to enter into Intergovernmental Agreements for the joint exercise of common powers.
2. A.R.S. § 9-461.05(d)(2)(b) Authorizes the public agency to conserve significant natural resources and open space areas in the growth area and coordinate their location to similar areas outside the growth area's boundaries..

IV. RESPONSIBILITIES

The parties agree that the duties and responsibilities under this Agreement are as follows

A. AZFD shall:

1. Make Funding available to COF for the development of a comprehensive multi-resource management plan.
2. Provide COF with oversight, direction and advice when developing the management plan.
3. Offer suggestions for stand location, consultants, utilization opportunities and assist with communications between other state agencies.
4. Determine project deadlines and payment schedules

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5. Provide the state and national program standards and template, including any previously prepared components

B. COF shall:

1. Complete and deliver a final signed forest stewardship plan that meets the minimum standards of the national and state programs.
2. Meet and discuss program eligibilities with AZDF program manager and district staff.
3. 1 plan delivered by 9/30/2016, and the 2nd before termination of this agreement.
4. Allow AZFD program staff to provide comment on draft plan before final signatures and plan is completed.
5. Provide progress reports as requested by AZSFFD program manager.
6. Provide AZFD program manager with .any GIS files (ex: shp and all extensions, .kml, .kmz) for all properties.
7. Comply with program guidelines as outlined in attachment "A".

C. Both Parties shall:

1. Meet as needed and provide project updates.
2. Inform each party of any unexpected delays.

V. DURATION, TERMINATION, DISPOSITION OF PROPERTY

- A. This Agreement expires (1) years from 08/1/2016 unless either party notifies the other in writing at least (1) month prior to expiration the intent to renew in accordance with the Modifications requirements specified in this Agreement.
- B. Either party may terminate its participation in this Agreement at any time by providing 60 days written notice to the other party. The funding will not be provided for uncompleted projects.

VI. FINANCING

1. Arizona State Forestry will fund \$8000 of the project cost and will pay in no more than 2 installments. The installments will be made upon delivery of the signed and executed management plans. Each completed plan may be invoiced separately upon delivery
2. Payment as follows: Picture Canyon - \$4,250, and Brookbank Meadow - \$2,750, City of Flagstaff 1,000

VII. GENERAL TERMS AND CONDITIONS

- A. **MODIFICATION:** Modifications within the scope of this Agreement shall be made by mutual consent of the parties, and by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
- B. **CIVIL RIGHTS ASSURANCE AND NONDISCRIMINATION:** The parties agree to comply with Chapter 9, Title 41, Arizona Revised Statutes (Civil Rights), Arizona Executive Order No. 99-4 and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act.
- C. **RECORDS AND AUDITS:** Pursuant to A.R.S.§§ 35-214, 35-215, and 41-2548, all books, accounts, reports, files and other records relating to this Agreement shall be subject, at all reasonable times, to inspection and audit by the State during the term of this Agreement and for five years after the termination of this Agreement.

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- D. CONFLICT OF INTEREST: This Agreement is subject to cancellation under A.R.S. § 38-511, cancellation of state contracts.
- E. AVAILABILITY OF FUNDS: This Agreement shall be subject to available funding, and nothing in this Agreement shall bind the State to expenditures in excess of funds authorized and appropriated for the purposes outlined in this Agreement.
- F. ARBITRATION: To the extent required by A.R.S. §§ 12-1518(B) and 12-133, the parties agree to resolve any dispute arising out of this agreement by arbitration.
- G. INDEMNIFICATION: Neither party to this Agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder.
- H. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. LIMITATIONS: Nothing in this Agreement shall be construed as limiting or expanding the statutory responsibilities of parties in performing functions beyond those granted to them by law, or as requiring the parties to expend any sum in excess of its appropriations.

IX. NOTICES, PAYMENT, REPORTS, CORRESPONDENCE:**For AZFD:**

Contract Officer
 Joy L. Hernbrode
 Deputy Director, Administrative Service
 Arizona State Forestry
 1110 West Washington, Suite 100
 Phoenix, AZ 85007
 Direct: 602-542-4490

For COF:

Contract Officer
 Stacey Brechler-Knaggs, Grants Manager
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Project Manager

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 Forest Stewardship Program Manager
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Project Manager

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 FWPP Operations Specialist
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X. SIGNATURE AUTHORITY:

- A. This Agreement is entered into and is effective as of the date of the 8/15/2016 and will expire on 9/30/2017.
- B. By signing below, the signer certifies that he or she has the authority to enter into this agreement and has read the foregoing and agrees to accept the provisions herein.
- C. This IGA may be executed in counterpart.

AZFD:**COF:**

Signature		Date		Signature		Date	
Typed Name and Title				Typed Name and Title			
Entity Name				Entity Name			
Address				Address			
City	State	Zip		City	State	Zip	

RESERVED FOR THE ATTORNEY GENERAL:**RESERVED FOR COF'S ATTORNEY:**

This Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned attorney.

Dated this ____ day of _____, 2016

Mark Brnovich
The Attorney General

Signature
 Assistant Attorney General

This Agreement has been reviewed by the undersigned attorney who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona to those parties to the Agreement represented by the undersigned attorney.

Dated this ____ day of _____, 2016

Signature

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Appendix "A"

LANDOWNER FOREST STEWARDSHIP PLAN GUIDELINES

State of Arizona Revised July 10, 2009

The Landowner Forest Stewardship Plan (LFSP) should reflect and promote the intent of the Forest Stewardship Program as stated in the enabling legislation: that is, it should "encourage long-term stewardship of non-industrial private forest lands by assisting owners of such lands to more actively manage their forest and related resources". The LFSP provides guidance to the landowner in the form of "management recommendations shaped by natural resource professionals"²

I. COVER SHEET

- A. Title (including name of landowner)
- B. Name and affiliation of author
- C. Date prepared, amended, or revised

II. TITLE PAGE

- A. Title
- B. Name, address, telephone number, and e-mail address of landowner
- C. Name, professional qualifications, employer, mailing address, telephone number, and e-mail address of author
- D. Date prepared, amended, or revised

III. SIGNATURE PAGE

- A. Stewardship Pledge

Approval of this report signifies a pledge by the landowner, as a forest steward, to implement this plan to the best of his (her) ability. Biological, economic, social, and political constraints which help to shape the stewardship plan are constantly changing and create a dynamic environment. In the event that these constraints undergo change which affects the plan, it will be modified accordingly. All management practices implemented through this plan will reflect a dedication by the landowner to good forest stewardship.

- B. Approval signature of landowner
- C. Recommendation signature of Service Forester
- C. Approval signature of Forest Stewardship Coordinator

IV. TABLE OF CONTENTS

V. INTRODUCTION AND DESCRIPTION

- A. Property Description
 - 1. Location and Access
 - 2. Acreage Summary
 - 3. Ownership Patterns
 - 4. History
 - 5. Landscape Setting
 - a. Topography
 - b. Soils
 - c. Vegetation
 - d. Climate, Climate Change, & Carbon Characteristics
- B. Ecosystem Description (*Existing Condition, Issues and Concerns, Opportunities*)
 - 1. Esthetics
 - 2. Historical and Archaeological
 - 3. Fish and Wildlife
 - 4. Forest Health
 - 5. Recreation
 - 6. Watershed Condition
 - 7. Rare, Threatened, and Endangered Species
 - 8. Timber

VI. LANDOWNER OBJECTIVES (*Desired Future Conditions*)

VII. MANAGEMENT ALTERNATIVES

- A. Action / No Action Alternatives
- B. Environmental Assessment / Anticipated Effects

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(By resource categories listed above in V.B. 1-8; regulatory clearances to be documented)

C. Economic Assessment (Estimated costs and revenues of management alternatives)

D. Statement of Finding

VIII. MAPS

IX. DEFINITIONS

X. APPENDICES

¹The Forest Stewardship Program was created by Title XII--The Forestry Title of the 1990 Farm Bill (Section 5 of the Cooperative Forestry Assistance Act of 1978, as amended: 16 U.S.C. § 2103a).

²Phrases in quotations are excerpted from Section 5 of the Cooperative Forestry Assistance Act of 1978, as amended: 16 U.S.C. § 2103a.

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