

MEMORANDUM OF UNDERSTANDING
between
CITY OF FLAGSTAFF, ARIZONA
USDA-FOREST SERVICE - COCONINO NATIONAL FOREST
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 ("U.S. Forest Service") 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 current Coconino National Forest Land and Resource Management Plan, 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 September 2, 2003;

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

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City of Flagstaff Agreement #
US Forest Service Agreement # 13-MU-11030420-009
USDI NPS Flagstaff Area National Monument Agreement #FLAG13MU01

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, 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 current Coconino National Forest Land and Resource Management Plan, as amended and until superseded by the Revised Coconino National Forest Land and Resource Management Plan, and the NPS General Management Plan for Walnut Canyon National Monument. 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 (NPS).

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. 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
211 W. Aspen
Flagstaff, Arizona 86001
(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

National Park Service:

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

Chief, Division of Resources Management
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.

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USDI NPS Flagstaff Area National Monument Agreement #FLAG13MU01

- 3) Nothing in this MOU shall obligate the City of Flagstaff, the NPS, or the U.S. Forest Service 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 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 the 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

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City of Flagstaff Agreement #
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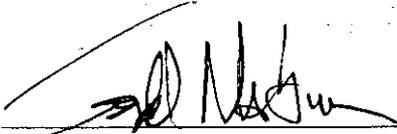
vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company 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 this MOU.
- 15) The City shall immediately inform the U.S. Forest Service 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 U.S. Forest Service and the NPS without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

ARTICLE VI: Signatures

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

CITY OF FLAGSTAFF


GERALD W. NABOURS 1/22/13
Mayor Date

Approved as to form:


Rosemary H. Rosales 1/18/13
City Attorney Date

Attest:


City Clerk Date 1.22.13

ARTICLE VI: Signatures (Continued)

USDA FOREST SERVICE
COCONINO NATIONAL FOREST

 18 Dec
2012

M. EARL STEWART
Forest Supervisor

Date

The authority and format of this instrument has been reviewed and approved for signature.

 12/18/2012

Elizabeth A. Vensel
Grants Management Specialist

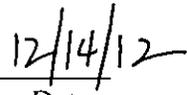
Date

MEMORANDUM OF UNDERSTANDING

City of Flagstaff Agreement #
US Forest Service Agreement # 13-MU-11030420-009
USDI NPS Flagstaff Area National Monument Agreement #FLAG13MU01

ARTICLE VI: Signatures (Continued)

USDI NATIONAL PARK SERVICE
FLAGSTAFF AREA NATIONAL MONUMENTS

DIANE CHUNG Date
Superintendent

**CHARTER
FOR THE
TECHNICAL ADVISORY COMMITTEE
LAKE MARY - WALNUT CREEK WATERSHED**

**ATTACHMENT
TO THE
MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF FLAGSTAFF, ARIZONA
USDA FOREST SERVICE – COCONINO NATIONAL FOREST
USDI NATIONAL PARK SERVICE – FLAGSTAFF AREA NATIONAL
MONUMENTS**

PURPOSE

The Technical Advisory Committee (TAC) for the Lake Mary - Walnut Creek Watershed was created, as required by the Memorandum of Understanding (MOU) between the City of Flagstaff, USDA Forest Service, Coconino National Forest (No. 03-MU-11030417-661) and USDI National Park Service, Flagstaff Area National Monuments (No. G747003001) fully executed on September 2, 2003, to oversee cooperative efforts described in Section D of the Stipulation Between the City of Flagstaff (“City”) and the United States on Behalf of the National Park Service (“NPS”) and the Forest Service (“US Forest Service”), dated December 10, 2001, hereafter referred to as the Stipulation.

The original Charter is hereby superseded by this updated Charter for the Technical Advisory Committee, Lake Mary – Walnut Creek Watershed as an Attachment to the Memorandum of Understanding between City of Flagstaff, Arizona, USDA Forest Service – Coconino National Forest (#13-MU-11030420-009) and USDI National Park Service – Flagstaff Area National Monuments (#FLAG13MU01).

Under the Charter, the TAC:

- Provides guidance and multi-agency/multi-disciplinary advocacy for the protection and management of the Lake Mary - Walnut Creek Watershed, as delineated in the Stipulation, Figure 1-Walnut Creek Watershed (see attached map at end of document), and its associated municipal values.
- Develops and evaluates study proposals designed to evaluate and implement, where appropriate, best management practices, reservoir modifications, and/or operational criteria to address the quality and quantity of the municipal water supply, increase the likelihood of flood flows, and improve the inner canyon environment in Lake Mary - Walnut Canyon National Monument. Study proposals must be consistent with municipal.

values for a safe, adequate water supply and the management direction in the Coconino National Forest Land and Resource Management Plan, as amended and until superseded by the Revised Coconino National Forest Land and Resource Management Plan and the NPS General Management Plan for Walnut Canyon National Monument.

- May provide funding for collection of hydrologic data at Upper and Lower Lake Mary, in Walnut Canyon National Monument, and throughout the Lake Mary - Walnut Creek Watershed to support these studies if funding is available.

OBJECTIVES AND RESPONSIBILITIES

The objectives and responsibilities of the TAC are to:

- Assess short- and long-range needs for restoring flood flows, modifying reservoir operations or structures, or implementing additional best management practices to maintain the quality and quantity of the municipal water supply.
- Establish a mechanism for soliciting, evaluating, prioritizing, and recommending study and data collection proposals to the Forest Supervisor, Superintendent, and Mayor for concurrence and approval.
- Solicit proposals and develop scopes of work and contracts to collect and evaluate hydrologic data and to evaluate reservoir operations, best management practices, methods to increase the likelihood of flood flows, and methods to improve the inner-canyon environment in Walnut Canyon National Monument.
- Review funding needs and priorities.
- Identify and share professional and technical resources and information from the City, the NPS, and the USFS.
- Disseminate information to the public about watershed management issues and activities of the TAC.
- Coordinate with the trust management authority or financial institution on the allotment of funds to implement prioritized projects.
- Develop mechanisms for tracking project and program accountability.
- Develop either a consensus or range of technical and scientific opinion regarding the management of the Lake Mary - Walnut Creek Watershed that can be provided to the City and Agency Managers.
- Identify existing sources of information on the hydrology of Lake Mary - Walnut Creek Watershed.
- Develop a prioritized list of research and management study projects, based on input from qualified specialists.
- Ensure peer review of proposed research or study projects and TAC-recommended actions.

ORGANIZATION

Committee Membership

The TAC consists of six members: one primary representative and one alternate representative each from the City, the NPS, and the U.S. Forest Service. Each representative should possess education and/or experience in biology, ecology, hydrology, soil science, watershed management, utilities management, or civil engineering. Primary and alternate representatives are to be designated by the respective party's signatory to the MOU. A list of each Party's current representatives will be maintained as Appendix A to this Charter. Representatives will serve three-year terms, and may serve consecutive terms at the discretion of the authorized City or Agency Manager. Changes to designated representatives are made by written notice to all parties at least 30 days prior to the effective date of the change.

Committee Chairperson

A TAC Chairperson is elected by the entire committee membership to serve a one-year term, and can be either a primary or alternative representative. The Chairperson is responsible for conducting or delegating the following duties:

- conducting committee meetings, disseminating meeting notes and keeping TAC records,
- signing official TAC correspondence
- coordinating with the appropriate representative when making recommendations to the City or agencies.
- tracking and reporting the status of the trust fund/financial account to the TAC, and
- adhering to established controls and procedures with the authorized funding entity to track reimbursements for studies and projects.

OPERATING PROCEDURES

Meetings

The advisory committee meets as often as necessary or, at a minimum, two times per year. The TAC Chair schedules, organizes, and conducts meetings; members are notified at least one month prior to the meeting date. Draft meeting minutes are prepared by the Chair and provided to each TAC member within two weeks of the meeting.

TAC members are encouraged to invite subject matter experts to meetings, as needed, to provide technical information or expertise. These invited participants are not considered TAC members, nor are they allowed to participate during the TAC deliberations to reach consensus on recommendations to the City and Agency Managers.

Quorum

A quorum of three, consisting of any combination of one primary representative or alternate representative from each party, is required to conduct official business. All TAC recommendations to the City and Agencies are reached by consensus of the quorum. Study findings, deliberations, and recommendations are documented in meeting minutes and approved at subsequent meetings.

Study Proposals

Approval

Study proposals are recommended for implementation by a consensus of the quorum. Recommended proposals must meet the intent of the Stipulation and the MOU, objectives of the TAC, municipal values for a safe, adequate water supply, and the management direction in the Coconino National Forest Land and Resource Management Plan, as amended and until superseded by the Revised Coconino National Forest Land and Resource Management Plan, and the NPS General Management Plan for Walnut Canyon National Monument. Proposals outside the scope of the Lake Mary – Walnut Canyon MOU and Charter are not accepted.

Funding

Study projects are funded from a trust/financial account set up with the required one-time contribution of \$100,000 from the City. Additional funding acquired by or allocated to the NPS or U.S. Forest Service for TAC-approved studies of the Lake Mary - Walnut Creek Watershed are managed by the receiving Agency and are available through separate agreements or contracts.

The trust/financial account is managed by an entity with no vested interest in the Lake Mary - Walnut Creek Watershed, and which does not directly benefit as a result of an association with any of the involved parties. The principle, interest, or dividends may be used for any aspect of study of the Lake Mary - Walnut Creek Watershed during the life of this agreement, as agreed by all parties. The TAC may seek alternative funding sources to assist in this effort.

By mutual agreement of the parties, TAC funds may be used to fund on-the-ground project implementation. These projects are approved and implemented by the responsible agency; contribution of funds by the TAC to the responsible agency requires a separate, fund-obligating agreement.

Oversight

Oversight of each approved study project is assigned to the appropriate City or Agency representative with the subject matter expertise. Oversight includes working with the proponent to acquire any necessary research permits or agreements, monitoring the proponent's work and delivery requirements, approving payments for work accomplished, and scheduling a formal presentation of the study findings to the TAC by the proponent.

Study Findings and TAC Recommendations

Presentation of TAC study findings and/or recommendations to the City and Agencies are made by the quorum. Recommendations may include action items or project proposals designed to address the study findings and/or technical information concerning any area of the Lake Mary - Walnut Creek Watershed. The Agency responsible for the affected area or the City, as appropriate, decides whether to implement TAC recommendations.

TERM AND MODIFICATION

The TAC is chartered for the term of the current MOU and subsequent modifications, as agreed and approved by all parties. During this term, the TAC will review the Charter at least bi-annually, and make recommendations to the City, the U.S. Forest Service and the NPS for changes to the Charter, as necessary. Any modifications to the Charter are effective upon written approval by all parties.

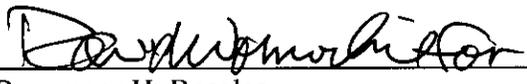
SIGNATURES

The parties hereto have executed this Attachment to the MOU as the Charter for the Technical Advisory Committee for the Lake Mary - Walnut Creek Watershed.

CITY OF FLAGSTAFF


GERALD W. NABOURS 1/22/13
Mayor DATE

Approved as to form:

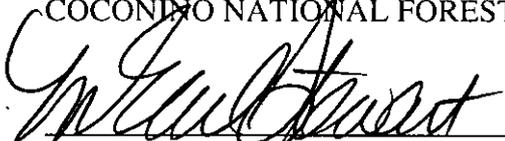

Rosemary H. Rosales 1/18/13
City Attorney DATE

Attest:

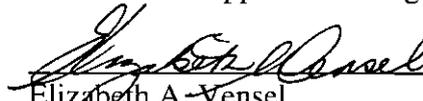

Elizabeth Caprice 1.22.13
City Clerk Date

Lake Mary – Walnut Creek TAC Charter Signatures (Continued)

USDA FOREST SERVICE
COCONINO NATIONAL FOREST

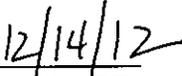
 
M. EARL STEWART DATE
Forest Supervisor

The authority and format of this instrument has been reviewed and approved for signature.

 
Elizabeth A. Vensel DATE
Grants Management Specialist

Lake Mary – Walnut Creek TAC Charter Signatures (Continued)

USDI NATIONAL PARK SERVICE
FLAGSTAFF AREA NATIONAL MONUMENTS

DIANE CHUNG DATE
Superintendent

APPENDIX A:
Designated Lake Mary – Walnut Creek TAC Representatives

Primary and alternate representatives for each Party designated as follows:

City of Flagstaff

Primary Representative

Brad Hill
Utilities Director
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213-2420
Fax: 928.556-1223
Email: bhill@flagstaffaz.gov

Alternate Representative

Erin Young
Water Resources Manager
211 W. Aspen Avenue
Flagstaff, AZ 86001
Phone: 928.213.2405
Fax: 928-556-1223
Email: eyoung@flagstaffaz.gov

NPS, Flagstaff Area National Monuments

Primary Representative

Paul Whitefield, Natural Resource Specialist
NPS, Flagstaff Area National Monument
6400 N. Highway 89
Flagstaff, AZ 86004
Phone: 928.526.1157
Fax: 928.526.4259
Email: Paul.Whitefield@nps.gov

Alternate Representative

Lisa Leap, Chief of Resources
NPS, Flagstaff Area National Monument
6400 N. Highway 89
Flagstaff, AZ 86004
Phone: 928.526.1157
Fax: 928.526.4259
Email: Lisa_Leap@nps.gov

Coconino National Forest

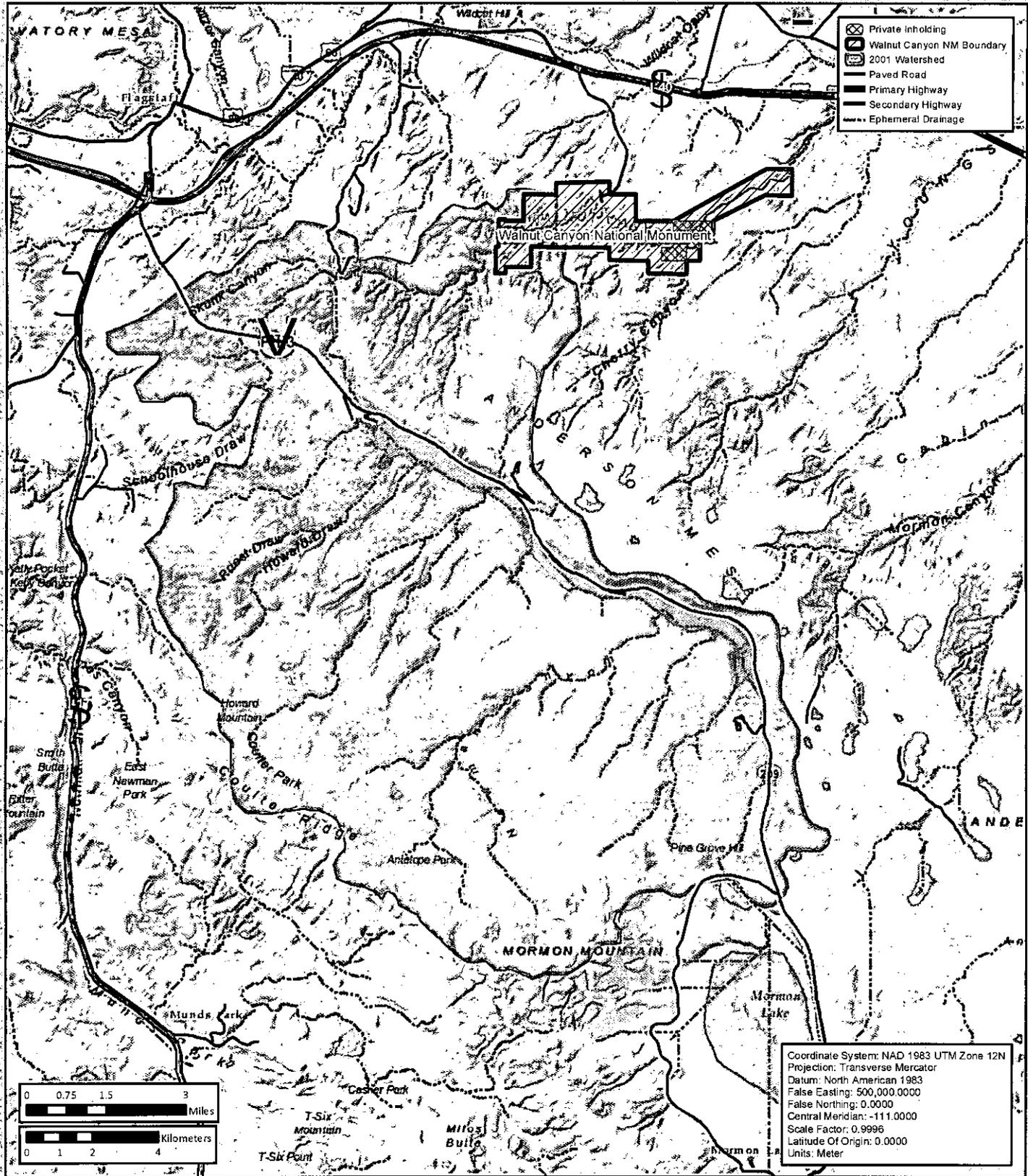
Primary Representative

Rory Steinke, Watershed Program Manager
Coconino National Forest
Supervisor's Office
1824 S. Thompson Street
Flagstaff, AZ 86001
Phone: 928.527.3451
Fax: 928.527.3620
Email: rsteinke@fs.fed.us

Alternate Representative

Tom Runyon, Hydrologist
Flagstaff Ranger District
Coconino National Forest
5075 N. Hwy 89
Flagstaff, AZ 86004
Phone: 928.527.8246
Fax: 928.527.8288
Email: tarunyon@fs.fed.us

Lake Mary - Walnut Creek Watershed



This map is a scanned and georeferenced version of the original Walnut Creek Watershed Map, attached as Figure 1 to the "Stipulation Between The City Of Flagstaff And The United States On Behalf Of The National Park Service And The Forest Service", under Civil No. 6417, "The General Adjudication Of All Rights To Use Water In The Little Colorado River System and Source", executed in the Superior Court of Arizona, Apache County.