

DRAFT

THE ALLIANCE FOR NORTHERN ARIZONA AND SOUTHERN UTAH

MEMORANDUM OF UNDERSTANDING

Among:

U.S. Department of Interior, Bureau of Land Management, Arizona Strip District, Cedar City District, Grand Staircase-Escalante National Monument; U.S. Department of Interior, National Park Service, Lake Meade National Recreation Area, Grand Canyon National Park, Zion National Park, Pipe Springs National Monument, Glen Canyon National Recreation Area; U.S. Department of Interior, Bureau of Indian Affairs, Kaibab Band of Paiute Indians, U.S. Department of Interior, U.S. Fish and Wildlife Service; U.S. Department of Agriculture, Forest Service, Kaibab National Forest, Dixie National Forest, State of Arizona; Department of Commerce, Department of Transportation, Department of Water Resources, Arizona Game and Fish Department, Arizona State Lands, State of Utah; Governor's Rural Partnership Office, Utah Rural Development Council, Department of Natural Resources, Division of Parks and Recreation, Utah School and Institutional Trust Lands, Coconino County, Arizona; Mohave County; Arizona, Kane County, Utah; Washington County, Utah; Garfield County, Utah, Town of Fredonia, Arizona; Colorado City, Arizona; City of Page, Arizona; Kanab City, Utah; Town of Hildale, Utah; Northern Arizona Council of Governments, Western Arizona Council of Governments, Five County Association of Governments.

Purpose:

A. The Alliance is an organization of local, state and federal entities committed to seamless government. The Alliance will seek and develop cooperation between public and private entities to attain desired results for the benefit of the people and the vast landscapes that are contained in and near the Arizona Strip. The Alliance will foster and provide forums for public involvement, debate and information exchange in order to guide future resource protection, restoration and economic development programs.

B. Area of Influence: Those portions of Arizona north of the Colorado River in Coconino and Mohave Counties otherwise known as the Arizona Strip and associated areas in Southern Utah in Washington, Kane and Garfield

Objectives:

A. Transform the Arizona Strip Regional Planning Task Force (ASRPTF) into an inclusive Inter-local Agency that includes local, state and federal entities forming a cohesive partnership that fosters and encourages participation. Provide for open discussion and coordination between Alliance partners.

Understand and respect that entities retain their decision-making authority based on their individual mandates, goals and legal responsibilities.

- B. Be strategic in temperament and action oriented in implementation of programs.
Provide infrastructure that contributes to community and landscape ecosystem sustainability.
- C. Develop strategic processes and adaptive resource programs that are validated and contribute to individual entity charters while securing the support of diverse and affected stakeholders.
- D. Develop community stewardship capacity that supports a healthy environment and vigorous economy that contributes to rural stability and essential natural ecosystem functions and values.
- E. Cooperate with educational institutions, nonprofit foundations and the private sector to develop methods and techniques that enhance local economies that will attract local workers dedicated to restoration of functioning ecosystems and critical watersheds.
- F. Test the limits for the pooling of resources, staffs, communications and budgets to the greatest extent possible for obtaining results through the medium of matching needs and priorities.
- G. Aggressively seeking out funding support for Alliance programs and projects derived from existing authorizations, new appropriations at local, state, and federal levels and from nonprofit sources.
- H. Involve key stakeholders in a process for developing consensus and reaching shared advocacy and building trust and understanding between entities, while reaching out to the disenfranchised and uninformed. Provide forums for the public to comment, advise, discuss and inform decision-makers.
- I. Be guided by written agreements that support and aid in the communication and implementation of desired processes and programs.
- J. Develop an agreement format (MOU or Interlocal Agreement(s)) that spell out the nature of the Alliance's function, entity obligations and limitations, and means for the conduct of operations and governance of the proposed Alliance Agency for partner affirmation and formalized support.
- K. Assume the operations and function of the ASRPTF's programs underway including:
 - Coordination and cooperation

Landscape Planning
Water Development and Planning
Community and Economic Development

- L. Develop new functions, processes and elements that enhance the Alliances effectiveness, but not limited to:
- Funding and budget support through appropriations, Grants and gifts.
 - Coordinated strategic plans and processes
 - Monument planning
 - Interagency coordination and goal setting

Authority:

- A. The Federal land Policy and Management Act of 1976, 43 U.S.C. 1701 et.seq., provides for the multiple-use management of public lands administered by the Bureau of Land Management, including public lands and all resources. This act also provides for resource planning to be coordinated with local governments and other agencies.
- B. The national Forest management Act of 1976, 16 U.S.C. 1600 et.seq., provides for cooperation and coordination with other agencies and public in planning for and managing National Forest resources.
- C. The Organic Act of 1916, 16 U.S.C. 1 et.seq. and the Historic Sites Act of 1935, 16 U.S.C. 461 authorize the National Park Service to study and manage cultural resource values and to preserve them for the enjoyment of future generations.
- D. A Memorandum of Understanding made and entered into by and between the Bureau of Land Management, the Department of Army, Fish and Wildlife Service, the Forest Service, the national park Service and the United states Travel and Tourism Administration, dated 9-21-92. The cooperators propose in the 1992 MOU to work together to achieve the common goals of advancing the domestic and international publics awareness of the tourism opportunities on the Federal lands of the United States and marketing these tourism opportunities in an environmentally sensitive manner to produce economic, educational, and recreational benefits for the United States with emphasis upon Rural Areas.
- E. Agencies of the State of Arizona are permitted to enter into this agreement pursuant to Arizona Revised Statutes, section 11-951 through 11-954, as amended.
- F. the Arizona Game and fish Department's ability to enter into this agreement is based upon the Commission's statutory authority as found in A.R.S. 17-231 (B) (7).

G. Agencies of the State of Utah are permitted to enter into this agreement pursuant to Utah Code Title 11, Chapter 13, as amended.

H. Local Governments in the State of Arizona are permitted to jointly exercise any powers for joint agreements and cooperative action pursuant to A.R.S. 11-952, as amended.

I. I. Local Governments in the State of Utah are permitted to jointly exercise any powers for joint agreements and cooperative action pursuant to Utah Code Ann. 11-13-1 et seq.

Limitations:

- A. This MOU does not purport to modify in any way the respective duties, obligations, rights, privileges, or immunities of the parties
- B. Nothing contained herein shall require any agency to expend money in excess of appropriations authorized by law and administratively allocated to respective agencies for recreation, cultural resources, or related tourism activities.
- C. While this MOU cannot and does not require any of the parties to expend any funds, signatories to this MOU may at some future date voluntarily agree to do so and may ratify such decisions through execution of Interagency or other appropriate Agreements.

Policy:

It is the policy of each of the signatories to this MOU to undertake the development and cooperation between public and private entities to attain seamless operations and results that benefit the public lands, communities and people in and near the Arizona Strip. Coordinated interagency and inter-local management of adaptive processes to create opportunities for the conservation of natural resources can lead to sustaining the Arizona Strip's unique rural communities.

Administration:

- A. A Steering Committee shall be comprised of those individuals appointed by each respective participant to guide the planning and implementation of projects and programs. The Steering committee shall meet quarterly or monthly?
- B. The Steering Committee Chairperson may appoint, with Steering Committee concurrence, various project committees to include: Landscape and Monument Planning, Water Development Planning, Community and Economic Development to carry out or execute those specific tasks assigned by the participants of this MOU.
- C. The participants will review this MOU at least every 5 years to determine its adequacy, effectiveness and continuing need.
- D. The terms of this MOU may be renegotiated at any time at the initiation of two or more of the participants, following at least 30 days notice to other participants.
- E. This MOU may be cancelled at any time by one or more of its participants, following at least 30 days to the other participants.
- F. This MOU will become effective upon signature of all its participants.

- G. Other participants to this MOU may join the Alliance providing that they are a chartered agency of federal, state or local governments or are an elected governing body of a State or local government.

Signatures and Datelines:

This MOU is entered into on this _____nd/rd day of _____, 2000