

MEMORANDUM OF UNDERSTANDING for Planning, Coordination, and Development of Regional Trails System (hereinafter the "MOU") made and entered into on this 29<sup>th</sup> day of October, 2010,

AMONG

FOREST SERVICE, U.S. DEPARTMENT OF AGRICULTURE for and on behalf of the Coconino National Forest (hereinafter the "Forest Service" or "U.S. Forest Service"),

AND

COCONINO COUNTY, for and on behalf of the Coconino County Parks and Recreation Department (hereinafter the "County"),

AND

CITY OF FLAGSTAFF (hereinafter the "City"),

AND

FLAG VELO INCORPORATED, an Arizona non-profit corporation, doing business as FLAGSTAFF BIKING ORGANIZATION (hereinafter "Flagstaff Biking")

which are collectively referred to in this MOU as "Partners" and each one being a "Partner" under this MOU.

WHEREAS:

A. PURPOSE

The purpose of this MOU is to establish a framework for cooperation upon which mutually beneficial non-motorized trail systems may be planned, funded, developed, and maintained. These Partners propose to work together with the community to implement the goals of the "Flagstaff Area Open Space and Greenways Plan", the "Flagstaff Area Regional Land Use and Transportation Plan", the "Coconino National Forest Land and Resource Management Plan" including all Amendments and Revisions and other applicable regional plans.

This MOU supersedes the Cooperation Agreement between the Forest Service, County and Flagstaff Biking, signed on September 6, 2005 (FS Agreement #06-MU-11030402-737).

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Forest Service, County, City and Flagstaff Biking enter into the MOU with the goal of developing a regional system of trails that link communities, public lands and activity

MOU and any subsequent Supplemental Work Project Agreements will improve trail safety and access, user information, volunteer stewardship and linkages between long-distance trails and across jurisdictions.

### C. GOALS

1. Develop interconnected trail systems that offer enhanced commuter and recreation opportunities throughout the region.
2. Collaborate on regional trail management, planning, construction, maintenance and funding.
3. Coordinate sign standards for a seamless transition across jurisdictions.
4. Enable partnership grants for project funding.
5. Develop and manage cross-jurisdictional projects, such as the Flagstaff Loop Trail, Timberline Trail and the Arizona Trail.

THEREFORE, in consideration of their mutual promises herein, the Forest Service, County, City and Flagstaff Biking agree as follows:

### A. PROCEDURES

1. The scope of work to be done on each project performed under this MOU will be set out in writing in a Supplemental Work Project Agreement in the form set out in Exhibit A attached hereto.

The Forest Supervisor, Deputy Forest Supervisor or Administrative Officer of the Coconino National Forest is hereby authorized to execute all Supplemental Work Project Agreements to this MOU on behalf of the Forest Service, as per the Coconino National Forest Supplement to Forest Service Manual 1580 – External Relations

The Director of the Coconino County Parks and Recreation Department is hereby authorized to execute Supplemental Work Project Agreements to this MOU on behalf of Coconino County for project funding under \$30,000.00. Projects funded by the County for \$30,000.00 or more will be approved by the Coconino County Board of Supervisors and signed by the Chair.

The City Manager of the City of Flagstaff is hereby authorized to execute Supplemental Work Project Agreements to this MOU on behalf of the City of Flagstaff for project funding under \$50,000.00. Projects funded by the City for \$50,000.00 or more will be approved by the City Council and signed by the Mayor.

The appropriate Board Member for Flagstaff Biking is hereby authorized to execute Supplemental Work Project Agreements to this MOU on behalf of the Flag Velo, Incorporated, dba Flagstaff Biking Organization for all projects.

2. The principal contacts under this MOU shall form the core of a Trails Planning Team that shall meet at least quarterly to discuss matters relating to the MOU. The Trails Planning Team is encouraged to meet with community members annually to encourage public participation.
3. All trail construction and maintenance will be carried out to the standards and specifications of the owner or easement holder of the land upon which the trail is constructed.
4. The Partners will share data (such as GIS information), and notify each other as data is updated, with the Principal Contacts acting as liaison to appropriate GIS staff.
5. Where cooperative projects are conducted each Partner, its contractors or lessees will be responsible for the protection from damage of all identified cultural resources within a project area which may be affected by its actions, and will be liable for any and all such damage or injury to the identified cultural resources caused by its actions. If projects are funded Arizona State Heritage Fund grants, the required cultural resource clearance report will be submitted to the Arizona State Historic Preservation Office for concurrence prior to conducting any ground disturbing activity.
6. Where cooperative projects located on National Forest System lands are funded by Arizona State Heritage Fund grants, to satisfy "Evidence of Control and Tenure" all project improvements will be compatible with the land owner's approved land use plan. Grant funded projects will be developed on National Forest System lands not classified, nor identified, as base-for-exchange. Grant funded projects will be on lands available for public use for at least 25 years, unless otherwise approved and documented.
7. Where cooperative projects are located on City or County-owned lands, "Evidence of Control and Tenure" is satisfied through a deed, title report, etc. and no reference to land use plans or classification is necessary.

#### B. NON-FUND OBLIGATING DOCUMENT

Nothing in this MOU shall obligate any of the Partners to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various Partners will require execution of separate Supplemental Work Project Agreements and be contingent upon the availability of appropriated or grant funds.

### C. RESPONSIBILITIES OF PARTNERS

The Partners will handle their own activities and utilize their own resource, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

Primary responsibility for management activities will be retained by the party retaining fee title or easement rights to the segment. In the instance of maintenance agreements with another Partner, termination of such agreements shall result in the maintenance responsibility defaulting to the party retaining fee title or easement rights.

This MOU in no way restricts the Partners from participating in similar activities with other public or private agencies, organizations and individuals.

### D. PRINCIPAL CONTACTS

The Principal Contacts under this MOU are:

For Coconino National Forest, Peaks and Mormon Lake Ranger Districts:

Brian Poturalski, Recreation Staff Officer  
5075 N. Highway 89  
Flagstaff, AZ 86004  
Telephone: (928) 526.0866

For Coconino County:

Jan Bush, Acquisition and Development Manager  
Coconino County Parks and Recreation  
HC 39 Box 3A  
Flagstaff, AZ 86001  
Telephone: (928) 679.8025

For the City of Flagstaff:

Martin Ince, Multi-Modal Transportation Planner  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, AZ 86001  
Telephone: (928) 226-4850

For Flagstaff Biking Organization:

Anthony Quintile or Melissa Dunstan  
Flag Velo, Inc.  
Po Box 23851  
Flagstaff, AZ 86002  
info@flagstaffbiking.org  
Telephone: (928) 526.7704; (928) 606.1533

#### E. FREEDOM OF INFORMATION ACT (FOIA)

Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

#### F. TERMINATION AND AMENDMENTS

This MOU is fully executed as of the date of last signature and will remain in effect for 20 years from the date of execution. The Partners will review this MOU at least every 5 years and amend the MOU if necessary to meet changing requirements and information. The extended effective date is necessary due to the extensive, long-term nature of the trail system project.

All Partners are put on notice that this MOU is subject to cancellation pursuant to A.R.S. 38-511.

Any Partner may terminate this MOU by providing the other Partners with sixty (60) days advance written notice and calling a meeting of the Partners to attempt a resolution of any disputes. This MOU may be supplemented or amended in writing at any time by mutual agreement, provide such supplements and amendments have been reviewed, approved and executed by all Partners.

#### G. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH IMMIGRATION LAW

All contractors and each subcontractor warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214, subsection a.

A breach of warranty under paragraph 1 (above) shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

The COUNTY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor(s) is complying with the warranty provided under paragraphs 1 (above).

#### H. AUTHORIZED REPRESENTATIVES

By executing this MOU, each Partner certifies that the individuals listed in the MOU as representatives of the Partner are authorized to act in their respective areas for matters related to this MOU.

IN WITNESS WHEREOF, the Partners hereto have executed this MOU as of the date hereinbefore indicated.

U.S. FOREST SERVICE  
COCONINO NATIONAL FOREST

Nora B. Rasure 4-16-09  
NORA B. RASURE Date  
Forest Supervisor

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

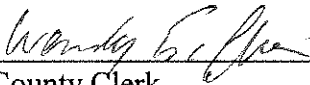
Elizabeth A. Vensel 4/9/09  
Elizabeth A. Vensel Date  
FS Grants and Agreement Specialist

Forest Service Agreement Number: 09-MU-11030411-012

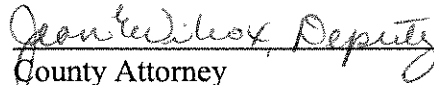
COCONINO COUNTY  
BOARD OF SUPERVISORS

  
\_\_\_\_\_  
MATT RYAN Date 5/5/09  
Chair

ATTEST:

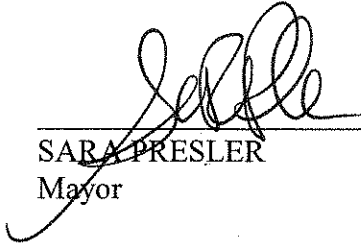
  
\_\_\_\_\_  
County Clerk Date 5/6/09

APPROVED AS TO FORM:

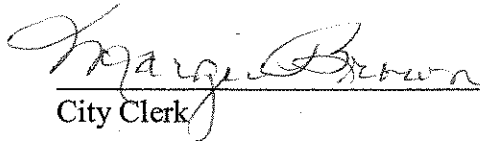
  
\_\_\_\_\_  
County Attorney Date 4-21-09

Coconino County Agreement Number: \_\_\_\_\_

CITY OF FLAGSTAFF

  
\_\_\_\_\_  
SARA PRESLER                      10/29/10  
Mayor                                      Date

ATTEST:

  
\_\_\_\_\_  
Margie Brown                      10-29-10  
City Clerk                              Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
David Womohit                      10/29/10  
City Attorney                              Date

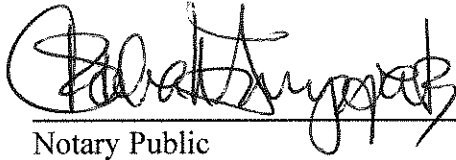
City of Flagstaff Agreement Number: \_\_\_\_\_

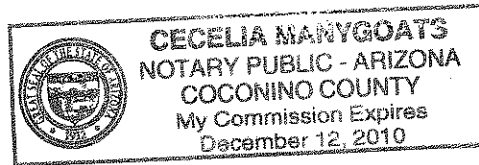


FLAG VELO, INCORPORATED  
dba FLAGSTAFF BIKING ORGANIZATION

  
\_\_\_\_\_  
ANTHONY QUINTILE      Date 4/22/09  
Board Member

ACKNOWLEDGED before me by Anthony J Quintile IV as Board Member  
of and for Flag Velo, Incorporated, dba Flagstaff Biking Organization, on this 22  
day of April, 2009

  
\_\_\_\_\_  
Notary Public



Flagstaff Biking Organization Number: \_\_\_\_\_

**EXHIBIT A**

SUPPLEMENTAL WORK PROJECT AGREEMENT  
between  
U.S. FOREST SERVICE, COCONINO NATIONAL FOREST  
and  
COCONINO COUNTY  
and  
CITY OF FLAGSTAFF  
and  
FLAG VELO INCORPORATED, dba FLAGSTAFF BIKING ORGANIZATION

This COST SHARE or COLLECTION AGREEMENT is hereby made and entered into by and between the U.S. Forest Service (Forest Service), Coconino County (County), City of Flagstaff (City) and Flag Velo Incorporated, doing business as Flagstaff Biking Organization (Flagstaff Biking), collectively referred to hereinafter as the Partners, under the provisions of the Department of Interior and Related Agencies Appropriation Act of 1992 (P.L. 102-154) and/or Cooperative Funds Act of June 30, 1914 and the Memorandum of Understanding executed among these Partners on \_\_\_\_\_, 2009.

- A. PROJECT TITLE:**
- B. DETAILED PROJECT DESCRIPTION:**
- C. THE FOREST SERVICE SHALL:**
- D. THE COUNTY SHALL:**
- E. THE CITY SHALL**
- F. FLAGSTAFF BIKING SHALL:**
- G. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTNERS THAT:**
  - 1). **FREEDOM OF INFORMATION ACT (FOIA).** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 522).
  - 2). **MODIFICATION.** Modifications within the scope of this instrument shall be made by mutual consent of the Partners, by the issuance of a written modification, signed and dated by all Partners prior to any changes being performed. The Partners are not obligated to fund any changes not properly approved in advance.

- 3). REFUNDS. Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the Partner or authorized for use for new projects by the Partner. Due to the processing costs, any balance less than \$40.00 will not be refunded.
- 4). PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction of any of the Partners shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this instrument shall entitle the Partners to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.
- 5). LEGAL AUTHORITY. The Partners have the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay their nonfederal or federal share of project costs) to ensure proper planning, management, and completion of the project.
- 6). PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Partners from participating in similar activities with other public or private agencies, organizations, and individuals.
- 7). TERMINATION. Any of the Partners, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration. No Partner shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Partner's expenses and all non-cancelable obligations property incurred up to the effective date of termination.
- 8). PRINCIPAL CONTACTS. The Principal Contacts for this instrument are:

**Forest Service Project Contact**

Brian Poturalski, Recreation Staff Officer  
Peaks & Mormon Lake Ranger Districts  
5075 N. Hwy 89  
Flagstaff, AZ 86004  
Phone: 928.527.8226  
FAX: 928.527.8288  
E-Mail: [bpoturalski@fs.fed.us](mailto:bpoturalski@fs.fed.us)

**Coconino County Project Contact**

Jan Bush, Acquisition & Development Manager  
Coconino County Parks & Recreation  
HC 39 Box 3A  
Flagstaff, AZ 86001  
Phone: 928.679.8025  
FAX: 928.913.0750  
E-Mail: [jbush@coconino.az.us](mailto:jbush@coconino.az.us)

**Forest Service Administrative Contact**

Elizabeth Vensel, G&A Specialist  
Coconino NF, Supervisor's Office  
1824 S. Thompson Street  
Flagstaff, AZ 86001  
Phone: 928.527.3561  
FAX: 928.527.3681  
E-Mail: [evensel@fs.fed.us](mailto:evensel@fs.fed.us)

**Coconino County Administrative Contact**

Kelly Burkhart, Administrative Manager  
Coconino County Parks & Recreation  
HC 39 Box 3A  
Flagstaff, AZ 86001  
Phone: 928.679.8020  
FAX: 928.913.0750  
E-Mail: [kburkhart@coconino.az.gov](mailto:kburkhart@coconino.az.gov)

**Flagstaff Biking Project Contact**

Susan Hueftle, Loop Trail Coordinator  
Flagstaff Biking Organization  
PO Box 23851  
Flagstaff, AZ 86002  
Phone: 928.774.5583; cell: 928.853.5542  
FAX: 928.779.6048  
E-Mail: [flagstaffbiking.org](mailto:flagstaffbiking.org)

**City of Flagstaff Project Contact**

Martin Ince, Multi-modal Transportation Planner  
City of Flagstaff  
211 W. Aspen Avenue  
Flagstaff, AZ 86001  
Phone: 928.226.4850  
FAX: 928.213.4825  
E-Mail: [mince@ci.flagstaff.az.us](mailto:mince@ci.flagstaff.az.us)

**Flagstaff Biking Administrative Contact**

Anthony Quintile or Melissa Dunstan  
Flag Velo, Inc.  
PO Box 23851  
Flagstaff, AZ 86002  
Phone: 928.526.7704; 928.606.1553  
FAX: 928.779.6048  
E-Mail: [info@flagstaffbiking.org](mailto:info@flagstaffbiking.org)

**City of Flagstaff Administrative Contact**

Phone: 928.  
FAX: 928.  
E-Mail:

- 9). ADVANCE BILLING. The \_\_\_\_\_ shall bill \_\_\_\_\_ prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period (Attachment C, Financial Plan). No indirect cost will be assessed on funds collected for this mutually beneficial project. Billings shall be sent to:

Billing Name  
Billing Address

- 10). ENDORSEMENT. Any partner contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the partner's product or activities.
- 11). LIABILITY. Each partner, its contractors, or lessees will be responsible for the protection from damage of all resources within a project area which may be affected by its own actions and will be liable for any and all such damage or injury to the resources caused by its own actions.

To the extent permitted by law, each party (as indemnitor) agrees to indemnify, defend and hold harmless the other party/parties (as indemnitees) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability of the indemnities, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

The United States Federal Government (Forest Service) does not have the authority to indemnify and hold harmless the parties to this agreement from any and all claims, liabilities, losses, damages, charges, etc. The United States Federal Government will be responsible for errors, omissions, and negligence of its employees to the extent provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b)m 2671-2680, as amended by P.L. 89-506, 80-Stat. 306]

- 12). **CONTRACTOR'S WARRANTY OF COMPLIANCE WITH IMMIGRATION LAW**  
All contractors and each subcontractor warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. Section 23-214, subsection a.

A breach of warranty under paragraph 1 (above) shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contract.

The COUNTY retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the contract to ensure that the contractor or subcontractor(s) is complying with the warranty provided under paragraphs 1 (above).

- 13). **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature and is effective through \_\_\_\_\_ at which time it will expire unless extended.
- 14). **AUTHORIZED REPRESENTATIVES.** By signature below, the Partner certifies that the individuals listed in this document as representatives of the Partner are authorized to act in their respective areas for matters related to this agreement.



FOR FOREST SERVICE USE ONLY

Agreement #:

Spending Limit for FY:

Burden (overhead rate):

NA

Job Code:

Billing Frequency:

FS Program Manager and Phone #:

Termination Date: