

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
USDA FOREST SERVICE PRESCOTT NATIONAL FOREST,  
USDA FOREST SERVICE ROCKY MOUNTAIN RESEARCH STATION  
AND  
PERMITTEES OF THE UPPER VERDE RIVER ADAPTIVE MANAGEMENT UNIT

**PURPOSE:** The purpose of this Memorandum of Understanding initiated by Permittees of the Upper Verde River Adaptive Management Unit (hereafter referred to as the Permittees (individually recognized below), with the Prescott National Forest (hereafter referred to as the Forest), and the Rocky Mountain Research Station (hereafter referred to as the Station) and is to establish a partnership (hereafter referred to as the Upper Verde River Adaptive Management Partnership or UVRAMP) for the purpose of collaborating, identifying, implementing and guiding a program of research that addresses the cumulative needs of all parties as it pertains to management of the Upper Verde River Ecosystem. There is a lack of knowledge about the ecology of the riparian ecosystem, its flora, fauna, hydrology, and effects of ungulate use thereon. This knowledge gap precludes implementing various rangeland and livestock management options on adjoining allotments, as well as a need for development of appropriate monitoring protocols for sensitive fish species. This agreement identifies the unit of land as the Upper Verde River Adaptive Management Unit, encompassing only those Forest Service allotments on the Chino Ranger District that adjoin the Verde River.

**COMMON GROUND:** There are several areas of common interest that justify forming this Partnership. Some include:

1. The parties agree that there are important environmental issues that need to be addressed using a science based decision making process that separates scientific facts from assertions. The parties have much in common but are separated in part by philosophies that are founded on institutionalized knowledge, extrapolations from other ecosystems, or assertions that may not be applicable to the management and sustainability of Southwestern ecosystems.
2. The parties agree that there is much value is invoking an adaptive ecosystem management process to a greater landscape unit.
3. The parties agree that the landscape unit designated as an Adaptive Management Unit (AMU) has common similarities in the composition and distribution of natural resources such as geology, landform, wildlife, fishery, vegetation types, soil types, TES units, riverine habitat types, and hydrology. Hence, management prescriptions are apt to apply across the extent of the AMU.

**BACKGROUND:** The upper Verde River is a large watershed that provides many diverse and important values to the inhabitants. The many subwatersheds of this region have been used by man historically and currently for plant gathering, forestry, hunting, grazing, recreation and farming. Besides the continued use by inhabitants of the area, there is the evergrowing stress put on watershed resources by visitors and users of National Forest Systems, as well as State and private. All of the varied uses have resulted in conflicting values for the riparian and upland ecosystems. Three of these values of importance are sensitive fish species, sustaining productive riparian habitats, and sustaining ranching operations that is congruous with ecological economics.

A major objective of this Memorandum of Understanding is to provide a mechanism whereby the Permittees and Forest can collaborate, plan, and implement management strategies that promote the health of the Verde River and its associated upland ecosystems, using science to guide and formulate management decisions. In this capacity, the Permittees seek the assistance of the Forest and Station and other research entities to develop appropriate research plans that address the key issues identified by UVRAMP. A second objective is to designate this special area as an Adaptive Management Unit (AMU), whereby resource management decisions can be applied to the greater landscape, thereby increasing the effects of those decisions and providing for improvement of the range resources in a more economic and timely manner. The AMU designation is needed to distinguish this geographical area from others because of its unique landscape features, uses, and values, and to encompass a landscape unit that is manageable in a practical sense. A third objective is to facilitate the technology transfer of new found information about the functions and processes of the upland and riparian ecosystems to the managers, users, and public. Appropriate methodologies need to be developed for assessing the relationships between grazing, vegetation, and channel forms, as well as probable linkages to sensitive fish species. The AMU constitutes a very important ecosystem in Arizona because of the aridity of the region and scarcity of water that is needed to sustain human, livestock, wildlife, fish, and plant populations. Riparian zones are closely interrelated with their surrounding watersheds and exist in a delicate balance with the human activities and natural processes going on in those watersheds. Understanding of riparian functions and processes is crucial for successful and sustainable management of these valuable natural resources.

**APPLICABILITY:** The Forest is in the process of amending Allotment Management Plans (AMP's) for the various permittees within the AMU to embrace the current knowledge of rangeland management and to include current administrative restrictions relative to sensitive fish species management. The Permittees collectively wish to assist the Forest in the formulation and implementation of these AMP's in an atmosphere of objectivity and trust to establish management guidelines that promote and sustain the health of the ecosystems as well as the viability of ranching. Project RM-4302 of the Station has a research and technology

transfer charter to create, develop, and apply knowledge on fluvial, geomorphological, and ecological system functions and processes needed to sustain diverse and healthy riparian ecosystems in the arid landscapes of the Southwest. This Memorandum of Understanding will facilitate both the transfer of technology to the Forest and Permittees as well as improve the Region's and Station's knowledge base in the Southwest.

**THE PERMITTEES WILL:**

1. Assist in securing grants to finance and assist in research projects that have been reviewed and approved by the Partnership.
2. Assist in collaborative studies by providing livestock for treatments as prescribed in the study plans; maintain riparian pasture fences to secure cattle in and out of the study area.
3. Cooperate and assist in placement, maintenance, and collection of monitoring data of the various sites.
4. Support the collaborative endeavors in any possible, especially at the request of the Partners and assist in securing access to the study sites on the river and uplands.
5. Use their influence to bring public relations support to the research projects.
6. Meet with the Partners and collaborators as needed, to address the basic direction, needs, and changes of the studies.
7. Whenever possible will provide operational support for sponsored research, such as pack horses to transport equipment, supplies, or personnel.
8. Assist in the collection of climatic, water quality, and other data through periodic maintenance of automated sampling equipment.

**THE FOREST WILL:**

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2. Designate a liaison to coordinate activities and represent the Forest at meetings and in other technical related matters. The Forest Supervisor remains the designated authority in administrative matters pertaining to the Prescott NF.
3. Administer joint grants and projects in accordance with applicable Federal law, provided that nothing in these grants

or projects shall be construed as a waiver of rights or authority.

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**THE STATION WILL:**

1. Provide a list of RM-4302 project personnel (and their resumes) that will be involved in the riparian assessment and technology transfer process. Keep the Forest and Permittees informed and involved of all research activities.
2. Develop and/or assist in the development of specific project objectives and plans for review and use by UVRAMP; provide RMRS study plans of proposed and existing studies for review and concurrence from UVRAMP before initiating any field studies.
3. Provide reports or oral presentations on project progress at mutually agreeable delivery dates, and locations, etc. At least one annual meeting will be organized to facilitate communications between the Station, Forest and Permittees on accomplishments made as a result of this Memorandum.
4. Provide draft copies of manuscripts or reports for review prior to submission to a publication outlet of any manuscript to the partnership that contains information or statements relating to work done on the AMU, and copies of published manuscripts
5. Research staff will comply will all private land use requirements specified by landowners when working thereon. Coordinate all work with Chino Ranger District staff while in the performance of research activities, to include work plans or schedules, descriptions of oral and visual presentations made at meetings, etc.

**IT IS MUTUALLY AGREED AND UNDERSTOOD BY BOTH PARTIES THAT:**

1. TERMINATION. All parties recognize the need for studies and analyses to be carried out over an extended period of time -a minimum of 6 years. Periodically, at least annually, the Partners will review and discuss all research data collected to date, and may upon unanimous concurrence make changes in direction or other. The parties may terminate the process in whole, or in part, by unanimous action at any duly called review meeting.

2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Permittees from participating in similar activities with other public or private agencies, organizations, and individuals.
3. NONDISCRIMINATION. The partnership shall comply with all applicable Federal statutes relating to nondiscrimination and all applicable requirements of all other Federal laws, executive orders, regulations and policies. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Educational amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.
4. RESTRICTION FOR DELEGATES. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
5. COMPLETION DATE. This instrument is executed as of the last date shown below and expires six years after the date of the last signature, at which time it will be subject to review, renewal, or expiration.
6. PRINCIPAL CONTACTS. The principal contacts for this instrument are:  
  
Prescott National Forest  
Mark Johnson, Prescott NF, Chino District Ranger  
Dr. Robert (Mike) Leonard, Prescott National Forest Biologist  
  
Permittees:  
David R. Gipes, Almida Land and Cattle Co., Rio Verde Ranch,  
P.O. Box 286, Paulden, AZ 86334 (520)-636-5278  
  
Donald T. Verner, Almida Land and Cattle Co., Bar Heart Ranch,  
P.O. Box 335, Paulden, AZ 86334 (520)-778-8595  
  
Dr. George Yard and Sharon Yard,  
  
Rocky Mountain Research Station:  
Alvin L. Medina, (520)-556-2180 fax: (520)-556-2130  
Daniel G. Neary, (520)-556-2176 fax: (520)-556-2130
7. COOPERATION. The parties recognize that there may be opportunities to share personnel on projects of mutual interest. Either party may propose cooperative work or projects to be conducted on a volunteer or reimbursable basis. Any such arrangements will be administered accordingly as per

policies of the supervising party. All parties agree to collaborate on efforts to secure funding to meet research priorities.

8. FUNDING. The parties recognize there may be opportunities to secure funding to meet research priorities approved by UVRAMP individually and jointly. Fund sharing is suggested as the most effective means of maximizing outputs. A protocol will be defined for occasions when the Permittees secure funds and wish to contribute to the cost of research. All parties agree to collaborate on efforts to secure funding to meet research priorities.
9. PEER REVIEW. The parties agree to a mutual review process of study plans, near final drafts of manuscripts, and planning activities. Official internal documents pertaining to Forest Service administration and research data are not subject to public distribution or review, owing for the need of protection of such information. Information generated under the auspices of this Memorandum will be presented and discussed by the Partners at technical site visits, annual meetings, by RMRS research scientists or PNF staff.
10. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
11. INFORMATION SHARING. Technical information can only be released for publication by the research entity responsible for its content or upon approval from such entity. In the event other parties become involved in this MOU to the extent that they provide resources or grant funds, ownership of the data may be conveyed to the Station. Information generated by U.S. Government employees is considered to be in the Public Domain and as such is not subject to copyright, but is subject to Freedom of Information Act requests.
12. MODIFICATION. Modifications within the scope of this instrument shall be made by the issuance of a bilaterally executed modification prior to any changes being performed.

13. MEMBERSHIP: It is the expressed intent of the parties that membership be limited to permittees that hold grazing permits that include the Upper Verde River within the jurisdictional boundaries of the Chino RD and the management agencies that have a direct vested interest in the management of the resources within the AMU. It is further expressed that 2 primary goals are to work directly with permittees that directly affected by TES species restrictions as the relate to grazing activities on their allotments, and to remain focused on the purpose of this Memorandum, and that extension of this partnership beyond the listed parties requires executing a new agreement.
14. EXECUTION: This Memorandum of Understanding is executed on behalf of the Prescott NF by the Forest Supervisor, the Permittees, and on behalf of the Station by the Director.

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DAVID R. GIPES  
Almida Land and Cattle Co.  
Rio Verde Ranch

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DONALD T. VERNER  
Almida Land and Cattle Co.  
Bar Heart Ranch

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DR. GEORGE AND SHARON YARD

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MICHAEL R. KING  
Forest Supervisor  
Prescott National Forest

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DENVER P. BURNS  
Station Director  
Rocky Mountain Research Station

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RODNEY LUCAS  
Region IV Director  
Arizona Game & Fish

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NANCY M. KAUFMAN  
Regional Director  
US Fish and Wildlife Service