

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ARIZONA NATURE CONSERVANCY
AND
THE BUREAU OF LAND MANAGEMENT
SAFFORD DISTRICT OFFICE
AND
THE FOREST SERVICE
CORONADO NATIONAL FOREST
FOR THE
MANAGEMENT OF THE MULESHOE COOPERATIVE MANAGEMENT AREA

Memorandum of Understanding
for the
Management of the Muleshoe Cooperative Management Area

I. PURPOSE

The isolated character of the Muleshoe Area makes it difficult for the administering agencies to maintain an active management presence there. This agreement establishes policies and procedures for cooperation between the Nature Conservancy, the Bureau of Land Management and the Coronado National Forest on the "Muleshoe Cooperative Management Area" to alleviate this concern. The purpose of the memorandum of understanding is to support common objectives and interests, identify statutory requirements and avoid duplication of work in managing the area's resources.

The Muleshoe area has five perennial streams with 12 to 15 miles of open water that flow over the Cooperative Management Area. Management practices of the past have led to erosion, flooding and downstream siltation of these riparian areas. These riparian areas and their watersheds need special management for their protection and enhancement.

Other concerns include the presence of federal candidate threatened species, State listed threatened species, cultural resources present in the area, recreation use of the lands and management of wildlife habitat for other species of wildlife.

II. AUTHORIZED REPRESENTATIVES

- A. The Arizona Nature Conservancy
State Director, The Nature Conservancy
- B. Bureau of Land Management
Safford District Manager
- C. Forest Service
Supervisor, Coronado National Forest

III. AUTHORITY

- A. The Arizona Nature Conservancy
The Nature Conservancy Presidential Authority Resolution adopted by the Board of Governors on May 19, 1984
- B. Bureau of Land Management
Public Law 94-579 (FLPMA, Sec. 307)
- C. Forest Service
Public Law 94-579 (FLPMA)
Volunteer in National Forests Act of 1972 (P.L. 92-300)

D. Policy Statement

This memorandum of understanding is intended to facilitate the accomplishment of common goals on the "Muleshoe Cooperative Management Area." This cooperative effort will include consultation on policy matters, research and technical assistance by the Forest Service, the Bureau of Land Management and the Nature Conservancy. Nothing in this agreement alters the authority of the Forest Service or the Bureau of Land Management to manage the national forest or public lands within the "Muleshoe Cooperative Management Area."

All parties of this memorandum of understanding share a mutual interest in responsible and efficient management of the "Muleshoe Cooperative Management Area" in an environmentally sound manner. This agreement will strengthen coordination and increase understanding in order to key on management issues and reduce duplication of management of the subject lands. This agreement will coordinate activities on a yearly basis.

IV. DESCRIPTION OF AREA FOR MEMORANDUM OF UNDERSTANDING

The "Muleshoe Cooperative Management Area" is located at the southern end of the Galiuro Mountains. Elevation ranges from 3,600 feet to 7,600 feet. The vegetation includes Sonoran desert, desert grassland, riparian, encinal (oak woodland), chaparral and pine-oak forest types. The country has many deep canyons and scenic rocky escarpments.

The "Muleshoe Cooperative Management Area" consists of about 6,160 acres of private land owned by the Nature Conservancy, 26,559 acres of public land managed by the Bureau of Land Management and 22,091 acres of national forest managed by the Forest Service.

V. PROVISIONS

A. The Forest Service Agrees to:

1. Provide guidelines and expertise in all Forest-related matters.
2. Provide maintenance materials for signs, Forest boundary fences, cabins and other improvements.
3. Provide materials and supplies, as mutually agreed upon, for public distribution and for monitoring visitor use.
4. Provide equipment and supplies for air quality monitoring.
5. Furnish a qualified archaeologist or para-archaeologist where cultural resource surveys or other needs arise.
6. Take fast, appropriate action on reported violation of regulations and laws.
7. Provide resource expertise when requested and availability to assist in the evaluation of resource issues.

8. Provide appropriate training for individuals who will be conducting work in the national forest.
9. Each non-governmental individual actively participating in work projects in the national forest will be documented through the use of a volunteer agreement.

B. The Arizona Nature Conservancy Agrees to:

1. Maintain improvements as agreed upon in the annual cooperative program plan.
2. Maintain visitor registration stations and trail counters on the "Muleshoe Cooperative Management Area" for both the Forest Service and Bureau of Land Management.
3. Provide appropriate signing as agreed upon recognizing all parties in the memorandum of understanding.
4. Act as observers and report violations of fire or other occurrences to the Forest Service and the Bureau of Land Management.
5. Conduct riparian inventories on at least a five-year interval on the Forest Service's Redfield Canyon area and appropriate major side drainages. Techniques used will be compatible with riparian studies on adjacent forest areas.
6. Work with the Bureau of Land Management in improving riparian habitat and conduct riparian inventories with the Bureau of Land Management on a regular basis.
7. Provide at Hookers Hot Springs and/or at the Pride Ranch adequate space for equipment storage for both the Bureau of Land Management and the Forest Service.
8. Monitor and make other studies on air quality, vegetative and wildlife resources, as agreed upon, and furnish data to all parties. Coordinate all research efforts and activities through the staff at the Management Area headquarters.
9. Remove unnecessary improvements as mutually agreed upon.
10. Allow unrestricted public access through Nature Conservancy property at Hookers Hot Springs along the Jackson Cabin Road and other mutually agreeable access roads. Appropriate road closure signs will be provided and roads posted by BLM for any other road or trail closures, as mutually agreed upon, that are necessary for resource protection or management purposes.

C. The Bureau of Land Management Agrees to:

1. Provide guidelines and expertise in all public land matters.

2. Provide engineering support and maintenance materials for signs, fences, roads and other improvements as mutually agreed upon in the annual meeting.
3. Provide appropriate radio equipment for emergency communications and requests for assistance in dealing with violations of laws and regulations that occur on public lands.
4. Take fast, appropriate action on violations of laws and regulations that occur on public land.
5. Provide materials and supplies for public distribution, as mutually agreed upon, and for monitoring visitor use on public land.
6. Assess the nature of the cultural resource base on the public lands of the "Muleshoe Cooperative Management Area."
7. Furnish qualified resource specialists where resource issues need to be evaluated.
8. Evaluate all range improvements on public land as to their need and maintenance or removal as agreed upon by affected parties.
9. Place the preference of allotment 4401 in temporary suspension for a period of approximately five years, pending the resource allocation decisions from the Safford District Resource Management Plan.
10. Provide assistance and equipment support for the development of a GIS automated resource database system for the "Muleshoe Cooperative Management Area."

D. The Forest Service, the Bureau of Land Management, and the Nature Conservancy Mutually Agree:

1. That all parties will work together to develop annual plans of work for the "Muleshoe Cooperative Management Area." These will be compatible with and complement all other approved plans which are pertinent to the area.
2. That each party has specific laws, authorities and policies that guide day-to-day operations. Nothing in this agreement is intended to compromise those statutes and authorities.
3. The implementation of these cooperative projects is subject to limitations of manpower and funds.
4. The Nature Conservancy will not take law enforcement action on public lands or national forest land. Their only obligation is to report violations. The Bureau of Land Management and the Forest Service will be responsible for law enforcement on the lands they manage.
5. To work cooperatively to establish a wildland fire policy.

6. To help each other in times of emergency (wildfires, search and rescue, logistical problems) according to capabilities and within constraints of policy and law.
7. To cooperatively conduct a signing program identifying each party's respective boundary.
8. To coordinate management of the cultural resource base.
9. To address general and specific issues, problems and situations should the resource base begin to be negatively impacted by an escalation in the level of acceptable change. These issues will be analyzed and corrective measures imposed, as mutually agreed upon, should abuses prove unresolvable through other means.

VI. PROGRAM COORDINATION

A formal meeting between representatives of the Forest Service, the Bureau of Land Management and The Arizona Nature Conservancy will be held at least once a year to discuss cooperative projects, shared budgetary concerns, research and any other items of mutual interest. An annual cooperative program plan will be developed at this time. Any party can arrange for a meeting at any time to discuss special concerns. Frequent informal coordination between all parties is encouraged for cooperative program plan adjustments and information exchange.

VII. DURATION OF THE MEMORANDUM OF UNDERSTANDING

This agreement becomes effective on the last date of signature by all parties and continues in effect until modified by mutual consent or terminated by any party.

Any two parties of this agreement can form separate agreements on other issues that may be unique to their situation; and this agreement can be amended with the mutual consent of all three parties.

Dan K Campbell
 Dan Campbell
 State Director
 The Arizona Nature Conservancy

12/12/88
 Date

Ray A. Brady
 Ray A. Brady
 Safford District Manager
 Bureau of Land Management
 U. S. Department of the Interior

10/13/88
 Date

Robert Tippeconic
 Robert Tippeconic
 Supervisor, Coronado National Forest
 Forest Service
 U. S. Department of Agriculture

10.4-88
 Date