

INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE CENTENNIAL FOREST
AND
PROVIDING FOR ASSOCIATED FOREST HEALTH, RESTORATION,
RESEARCH AND MANAGEMENT ASSISTANCE

PARTIES: The Arizona State Land Department ("ASLD")

 The Arizona Board of Regents. for and on behalf of
 Northern Arizona University ("NAU")

CENTENNIAL Those parcels of state-held real property to be managed
FOREST: by ASLD in cooperation with NAU, which are more
 fully described in Exhibit "A", attached and
 incorporated herein by reference (the "Forest")

DATE: December ____, 1999

PREAMBLE

Through a process of long-term collaboration in education, research, and public service in forest and ecosystem management, ASLD and NAU have the opportunity and capability to establish an Agreement with benefits not only for the trust beneficiaries and the State of Arizona, but can also serve as a model for the entire United States and other areas of the world where forests are located. This agreement is intended to establish a mutually beneficial opportunity to bring together the resources of these Arizona agencies for a long-term commitment to the advancement of forest and ecosystem management. In addition to this, it is anticipated that this cooperative venture will assist the Flagstaff community with its urban-wildland fire problems and promote a sustainable forest industry in Northern Arizona, while serving as a nationally recognized forest.

RECITALS

A. Northern Arizona University is celebrating its centennial year in 1999. The University has a College of Ecosystem Science and Management with a nationally recognized School of Forestry noted for its expertise in integrated forest management, forest health and ecosystem restoration.

B. An objective of the NAU School of Forestry is to engage in long-term ecological research and experimentation and to provide the best educational opportunities available to study forest health, restoration and ecosystem management. The School is highly qualified to provide assistance with forest management and planning and collaborate with the State Land Department on the use of forested lands.

C. The State of Arizona holds several thousand acres of ponderosa pine and pinon-juniper forests, in the vicinity of Northern Arizona University, in trust for the benefit of designated beneficiaries. These forest lands in addition to their commercial and noncommercial natural resource values, can provide an outstanding opportunity for outdoor classroom fieldwork and long-term research sites that can provide information that furthers the forest management objectives of the Land Department.

D. The ASLD is charged with management and control of trust lands to further the best interests of the trust. The ASLD has a strong interest in promoting responsible forest and ecosystem management on its forested lands in order to ensure long-term protection of the asset base of the forested state trust lands.

E. ASLD, as part of its Trust Responsibilities, also desires to develop an assessment of the short-term and long-term value of the subject forest lands, taking into consideration the current and potential future uses of such land and the natural resources thereon. Further, ASLD desires to promote effective, visionary and innovative stewardship of forested state lands.

F. NAU desires to have input and provide information including recommendations, together with the community of Flagstaff, relating to forest management, ecological restoration, and fire risk reductions on the State Land forest lands in the vicinity of NAU.

G. Scale, both in time and size of the forest area, is an extremely important aspect in forestry education and research. Forests should be managed over long time periods or "rotations". Rotations of 50 to 100 years are not uncommon. Many current forest management issues involve questions and concerns about landscape-level forest areas and ecosystems. In consequence, in order for the purposes of this Agreement to be met, the Centennial Forest must be comprised of many acres which are subject to the terms of this Agreement for decades.

H. NAU School of Forestry, through its faculty and students, can provide valuable resources to assist with the planning and management of the forested state trust lands which resources ASLD wishes to use in order to more effectively and economically fulfill its trust responsibilities.

I. The purpose of this agreement is to authorize NAU. to conduct research and experimentation on State Trust Lands, to be designated as the Centennial Forest. The object of the agreement is to further the Parties' mutual interest in: (1) forest health: (2) maintenance of the natural assets and values of the state-held educational trust lands: (3) reduction of the risk of wildfire: (4) and long-term ecological research, the results of which may be applied to other lands of the beneficiary throughout Arizona.

J. ASLD. acting by and through the State Land Commissioner, is authorized to enter into agreements such as this pursuant to A.R.S. §§ 37-102(B). 37-132 and 37-21 I(5). NAU is authorized to enter into agreements such as this pursuant to A.R.S. §§ 15-1625 and 15-1626. The Parties are authorized to execute intergovernmental agreements pursuant to A.R.S. § 11-952.

AGREEMENT

For and in consideration of the mutual promises and covenants of the Parties, the Parties agree as follows:

I. Creation of the Centennial Forest and the Centennial Forest Advisory Committee

A. The Centennial Forest. The Parties hereby designate the real property held by the State of Arizona and legally described in Exhibit "A" as the Northern Arizona University Centennial Forest. The Parties may, by written agreement: (1) designate additional forest land for study pursuant to this Agreement, and (2) designate other state trust forest land held by the State to be part of the Centennial Forest in substitution for such forest acres as may be released from this Agreement pursuant to ASLD's trust responsibilities under A.R.S. Title 37. the Arizona Enabling Act and the Arizona Constitution ("Trust Responsibilities").

B. The general purpose of this Agreement is to designate a large number of state-held forested acres near NAU in pursuit of the forest health, restoration and ecosystem management objectives of this Agreement, for seventy-five (75) or more years, during which time the NAU School of Forestry, in cooperation with ASLD, will provide the time, expertise and other resources necessary to plan and implement such management. The object of such management provisions is to further the Parties' mutual interest in: (1) forest ecosystem health; (2) maintenance of the natural assets and values of the state-held educational trust lands; (3) reduction of the risk of wildfire; (4) and long-term ecological research, the results of which may be applied to lands throughout Arizona.

C. The Centennial Forest Advisory Committee. The Parties shall establish a committee, with six (6) to ten (10) members, to be known as the Centennial Forest Advisory Committee. The Committee shall include as members the Dean of the NAU College of Ecosystem Science and Management or the Dean's designee, and such other representatives as the Commissioner and Dean (or their designees) may mutually select from: municipal and county government: the Arizona Game and Fish Department, the U.S. Forest Service, the Grand Canyon Forests Partnership or other state or federal agencies concerned with the management and use of forested land in northern Arizona; local and / or regional organizations concerned with public recreation, ecosystem management, and regional cultural and historical issues. The Committee shall have the following responsibilities:

1. To assist in the development of the Centennial Forest Plan biennial reports concerning the management of the Forest prepared by the Parties, exercise general, advisory oversight regarding the health, restoration and ecosystem management of the Centennial Forest, and to make recommendations concerning the same to the Parties, and with other interested persons about management of the Forest and development of educational programs based there.
2. To assist in development of Annual Operating Plans.
3. To assist the Parties in identifying areas of the Centennial Forest in need of restoration and other forest health treatments.
4. To propose amendments to this Agreement to the Parties.

II. Rights and Responsibilities of Both Parties

A. Centennial Forest Plan. NAU shall prepare and submit for Department consideration and implementation as the Department deems appropriate, a long-term forest health, restoration and ecosystem management plan and annual operating plans for the Centennial Forest. The long-term plan shall include, but not be limited to, the following:

1. Restoration and Ecosystem Management. Strategies to restore and maintain the health of the Forest ecosystem, and to ensure the sustainability of the natural assets of the Forest.
2. Fire-Risk Reduction. Forest areas of heightened fire risk shall be identified and reduction of fire thereon shall be proposed with steps outlined and presented to the ASLD in order to protect the Forest ecosystem.

3. Natural Resource Utilization. In keeping with ASLD's Trust Responsibilities and where appropriate for forest health and ecosystem management, steps for environmentally sustainable tree harvesting and other similar activities shall be addressed in the plan.
4. Research. In keeping with the concept of adaptive management an annual plan for long-term ecological research will be developed and reported on.
5. Grazing. The plan shall propose strategies to complement ASLD's management of grazing into the overall goals and objectives of the long-term Plan.
6. Development of and participation in grant programs and other fund-raising opportunities which attract individual, corporate and foundation donors, as well as participation in mutual assistance or internship programs which are compatible with the purpose and provisions of this Agreement.
7. Identification of Archaeological Opportunities. The plan shall also include proposals for archaeological and anthropological studies and applied field experience.

In the event that NAU desires to lease or purchase state land for activities not related to research and experimentation approved pursuant to this Agreement, NAU will make separate application for such lease or purchase for consideration by the Department. Such application will be considered on its own merits.

B. Annual Operating Plans. NAU shall submit to ASLD for discussion, consideration and approval annual operating plans pursuant to "III Rights and Responsibilities of NAU" that seek to develop the Centennial Forest Plan and to implement the research and experimentation contemplated in the Centennial Forest Plan.

C. The ASLD may by separate agreement utilize and the NAU may provide implementation, funds and services that further the management objectives of the ASLD.

D. Within the first two (2) years of this Agreement, the NAU shall develop an inventory of the uses and natural resources of the Centennial Forest and assess the values of the same. This inventory and assessment shall be updated from time to time, as may be agreed upon by the Parties in the Centennial Forest Plan; but in any event the inventory and assessment shall be updated at least every ten (10) years during the term of this Agreement.

E. In accordance with A.R.S. § 35-214. all books, accounts, reports files and other records relating to this Agreement and in the possession of one Party shall be subject at all reasonable times to inspection and audit by the other Party for five years after completion of this Agreement. Such records shall be produced at the office designated by the party requesting inspection.

III. Rights and Responsibilities of NAU

A. NAU. and its designated and authorized administrators, faculty members. employees and students, after approval of the annual operating plan, shall have the right to enter and use the Centennial Forest in accordance with the approved annual operating plan.

B. NAU shall present to ASLD an annual operating plan for the following fiscal year detailing NAU's proposed forest management, education and research activities in and services to the Centennial Forest, for approval by ASLD.

C. NAU shall supply to ASLD any cultural resource studies that may be required in order to approve the plans in consultation with the State Historic Preservation Office pursuant to A.R.S. § 41-861. et. seq.

D. In the event the removal of natural products is necessary to conduct research and experimentation. and such removal involves natural products deemed by ASLD to have a commercial value, an appraisal and auction of the natural products must be conducted in accordance with applicable law.

E. NAU acknowledges that ASLD has various legal requirements imposed upon it under Arizona law for the management of trust lands, and regulations governing its management of trust lands, and agrees that NAU shall not interfere with or impede ASLD in fulfilling such legal requirements.

IV. Rights and Responsibilities of ASLD

ASLD retains the right to lease or sell or permit the use of all or part of the Centennial Forest in order to fulfill its Trust Responsibilities. ASLD shall review and provide comment on the Centennial Forest Plan, the Annual Operating Plans, and the inventory of uses and resources on the Forest. ASLD will also actively participate in the preparation of the Forest and Annual Operating Plans. If found acceptable, ASLD may approve the plans and inventory. ASLD shall supply copies of proposed lease renewals, new applications for sale or lease and proposals for urban planning in order to allow NAU thirty (30) days to review and comment.

V. Duration; Amendment; Termination

A. This Agreement shall be effective upon approval of the Parties, and shall continue in effect for seventy-five (75) years. Upon written approval of ASLD and NAU, this Agreement may be renewed for successive periods of up to ten (10) years each.

B. This Agreement may be amended from time to time, in writing, by ASLD and NAU.

C. This Agreement may be terminated by ASLD or NALJ, upon one (1) year written notice to the other of these parties in order that any research projects, academic or internship programs associated with the Centennial Forest, may be appropriately concluded and the terms of any outstanding grants complied with or modified. In the event a sale, condemnation or other conveyance removes state ownership any of the land designated in the agreement, the land conveyed out of state ownership will automatically be withdrawn from the agreement. No improvements shall be placed on state trust lands within the Centennial Research Forest by NAU under this Agreement. All research or experimentation requiring the placement of improvements must be authorized through separate application for and approval by the Land Department of a lease or permit for such use. Any such application will be considered on its own merits. All equipment belonging to either party shall remain the property of that party.

VI. Dispute Resolution

A. Disputes involving an ASLD decision under this Agreement are subject to review pursuant to Title 37, A.R.S. and A.R.S. § 41-1092. et. seq.

B. ASLD and NAU will use arbitration to the extent required under A.R.S. § 12-1518.

C. It is understood by the Parties that NAU may not interfere with the disposition or management of any portion of the Forest by ASLD in compliance with its Trust Responsibilities. This agreement shall be interpreted and implemented in a manner that is consistent with A.R.S. Title 37, the Enabling Act and Arizona Constitution.

VII. Notice

Any notice required or permitted to be given under this Agreement shall be deemed received upon receipt if by hand delivery, or three days after depositing such notice with the United States Postal Service with first class postage prepaid, addressed as follows:

Notice to ASLD:

State Land Commissioner
Arizona State Land Department
1616 West Adams, # 350
Phoenix, AZ 85007

Notice to NAU:

President
Northern Arizona University
Box 4092
Flagstaff, AZ 860 11

VIII. Cancellation for Conflict of Interest

This Agreement may be canceled by either party pursuant to A.R.S. § 38-511, within three years of its execution without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of either party is, at any time while this Agreement is in effect, an employee or agent of the other party to this Agreement or a consultant to the other party to this Agreement (except in the normal course of the person's duties to the first party) with respect to the subject matter of the Agreement.

IX. Non-Discrimination in Employment

The parties hereby acknowledge that the provisions of the Arizona Governor's Executive Order 99-4 apply to this contract.

This Agreement is executed effective the date set forth above.

ARIZONA STATE LAND DEPARTMENT

By: 
Michael E. Anable
State Land Commissioner

ARIZONA BOARD OF REGENTS,
for and on behalf of
NORTHERN ARIZONA UNIVERSITY

By: Clara M. Lovett
Clara M. Lovett
President, Northern Arizona University

Attest:

By: Jane Dee Hull
Jane Dee Hull
Governor

* * * * *

Pursuant to A.R.S. § 11-952.D, the undersigned attorney for the State of Arizona and the Arizona State Land Department has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the Arizona State Land Department.

Theresa Craig
Theresa Craig
Assistant Attorney General

Pursuant to A.R.S. § 11-952.D, the undersigned attorney for the Arizona Board of Regents, for and on behalf of Northern Arizona University, has determined pursuant to A.R.S. § 11-952.D that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona to the Arizona Board of Regents.

A. Dean Pickett
A. Dean Pickett
Legal Counsel, Northern Arizona University

EXHIBIT "A"

Northern Arizona University Centennial Forest

December 1999

Proposed Sections

T.25N. R6E sections 1,2,3,4,9,10,11,12,13,14,15,16

T.25N. R7E sections 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,17*,18

T.25N. R8E sections 4,5,6,7,8,9,16,17,18

T.21N. R6E sections 21,22,26,27*,28,31*,32*,33*,34

T.21.N. R8E sections 2,4*

T.20.N. R5E sections 2,8,10,12,14,18,20,22,24,26,28,30*,32*,34,36

T.20.N. R6E sections 2*,5*,6*,8*,10,17*,18,20,28,30,32,34*

T.19.N. R5E section 3*

T.19.N. R6E sections 5*,6*

* Indicates partial section

All Gila and Salt River Meridian Base Line