

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

Member Agency and the Upper San Pedro Partnership

I. Introduction

This agreement creates a partnership to facilitate and implement sound water resource management and conservation strategies in the Sierra Vista Subwatershed.

This agreement establishes the Upper San Pedro Partnership that will meet as necessary.

II. Purpose

To meet the long-term water needs of the Sierra Vista Sub watershed by achieving sustainable yield of the regional aquifer by 2011 and beyond to: 1) preserve the San Pedro Riparian National Conservation Area (SPRNCA), and 2) ensure the long-term viability of Fort Huachuca.

III. Authorities

Arizona Association of Conservation Districts
Arizona Department of Water Resources: Arizona Revised Statutes § 45-105 (A) (1) and (8)
Arizona Department of Environmental Quality: Arizona Revised Statutes § 49-202, Clean Water Act Section 208 Area-Wide Waste Management, Clean Water Act Section 319 Non Point Source Pollution Control
Arizona State Land Department: Arizona Revised Statutes Title 37-102
Audubon Arizona
Bella Vista Ranches
City of Bisbee: Arizona Revised Statutes § 11-952
City of Sierra Vista: Arizona Revised Statutes § 11-952
City of Tombstone
Cochise County
Fort Huachuca: DOD Directive 4000.19, Paragraph 5B
Hereford NRC (Natural Resource Conservation District)
National Park Service
The Nature Conservancy
Town of Huachuca City
US Bureau of Land Management: Federal Land Policy and Management Act (1976)
US Bureau of Reclamation
US Forest Service: Organic Act of 1879; Economy Act 601 of 1932
US Fish and Wildlife Service
US Geological Survey: Organic Act of 1879; Economy Act 601 of 1932
USDA, Agricultural Research Service

IV. Cooperation

The parties to this memorandum of understanding agree to the following:

- A. Participate in the Upper San Pedro Partnership that will meet regularly to accomplish the purpose identified in paragraph II.
- B. Assist in identifying sources of funding to meet objectives in support of the Partnership's purpose identified in paragraph II.

V. Implementation and Administration

- A. Partnership Advisory Commission will elect a chair and vice-chair in January of every other year to serve two year terms in odd years.
- B. Each member agency shall designate its primary representative(s) and alternate(s) to the Partnership Advisory Commission in writing.
- C. The Commission will provide an annual progress report on actions and projects for review by member agencies and the public.
- D. The Partnership Advisory Commission may change its organizational structure including the establishment of new committees to assist in achieving its purpose identified in paragraph II.

VI. Responsibilities of members

Participating agencies and their representatives shall attend meetings for the purpose of advancing the goals and objectives of the Partnership. Agency representatives are responsible for briefing their management and coordinating within their individual agency or organization.

VII. Limitations

Nothing in this agreement shall be construed as limiting or affecting the legal authorities or decision-making of any of the participants of this MOU, or require expenditure of funds. Any party to this agreement may cancel this agreement by written notification at least 30 days prior to the termination date.

For the Member Agency

For the Upper San Pedro Partnership

Signed: _____

Signed: _____

Title:

Title:

Agency:

Date:

Date: