



BOARD OF SUPERVISORS AGENDA ITEM SUMMARY

Requested Board Meeting Date: 07/02/13

ITEM SUMMARY, JUSTIFICATION AND/OR SPECIAL CONSIDERATIONS:

This item is a request for approval by the Board to allow NRPR to enter into a Cooperative Agreement with US Fish and Wildlife Service. The objectives are to provide funding to Pima County Natural Resources, Parks and Recreation Department to continue conservation efforts as stated in the Sonoran Desert Conservation Plan (SDCP). The Service will provide \$43,000.00 for work identified in the attached proposal and budget for four projects on lands owned by Pima County. Pima County will implement at least four projects that will improve cave, riparian and grassland ecosystems that benefit federal trust species and state sensitive species. The practices include stabilizing cave habitats, pond restoration, wildlife water developments, fencing, and conversion of water systems to more sustainable solar systems, as well as other practices.

CONTRACT NUMBER (if applicable): F13AC

STAFF RECOMMENDATION:

Staff recommends the approval of the above stated request.

*OK for
reynolds
7/2/13
CDP
6/27/13*

ITEM NO.

PIMA COUNTY COSTS: \$0.00 and/or **REVENUE TO PIMA COUNTY:** \$43,000

FUNDING SOURCE(S): Not Applicable

(e.g. General Fund, State Grant Fund, Federal Fund, Stadium D. Fund, etc.)

Advertised Public Hearing:

☐	☐	YES	☒	NO
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Board of Supervisors District:

1	2	3	4	5	ALL	☒
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IMPACT:

IF APPROVED: The project will allow NRPR to continue conservation efforts as stated in the Sonoran Desert Conservation Plan(SDCP).

IF DENIED: The projects will not take place due to current budget constraints and will limit NRPR'S ability to protect valuable natural resources.

DEPARTMENT NAME: Natural Resources, Parks & Recreation

CONTACT PERSON: Kerry Baldwin **TELEPHONE NO.** 877-6161

V. PURPOSE/OBJECTIVE:

This Cooperative Agreement is being implemented with Pima County Natural Resources, Parks and Recreation. The objectives are to provide funding to the Pima County Parks and Recreation Department to continue conservation efforts as stated in the Sonoran Desert Conservation Plan (SDCP). The SDCP involves 5.9 million acres located in Pima County, Arizona and includes the Tucson metropolitan area. It includes two major eco-regions known as the Sky Islands and the Sonoran Desert. The SDCP addresses the problems of declining natural resources and the loss of cultural identity in one of the fastest growing parts of the country.

The SDCP is guiding regional efforts to conserve the best lands and most precious resources for future generations of Pima County residents to enjoy. The Plan combines short-term actions with long-range land use decisions in Pima County.

For several decades, Pima County has undergone rapid population expansion. It has been estimated that each year new construction consumes approximately ten square miles of desert. At the same time, the Sonoran Desert, rich in biodiversity, has been identified by The Nature Conservancy as one of the top eco-regions world-wide, deserving of special conservation attention.

The SDCP gives high priority to preserving and protecting important natural resources. Growth is directed to areas with the least natural, historic, and cultural resource values. The Plan is not about whether Pima County continues to grow, it is about where the county grows.

The SDCP meets the challenge faced by citizens of Pima County by directing growth and protecting valuable natural resources and quality of life in Pima County.

VI. BACKGROUND:

This award has been advertised on Grants.gov under program announcement number PARTNERS-13, and the applicable Standard Forms (SF) 424, 424a, and 424b and the Certifications for Federal Grants and Cooperative Agreements have been received from the Recipient (Exhibit B).

VII. FUNDING INFORMATION:

The Service will provide \$43,000.00 for work identified in the attached proposal and budget for four projects on lands owned by Pima County. Pima County will provide \$20,000 as in-kind services or funds. Pima County will implement at least four projects that will improve cave, riparian and grassland ecosystems that benefit federal trust species and state sensitive species. The practices include stabilizing cave habitats, pond restoration, wildlife water developments, fencing, and conversion of water systems to more sustainable solar systems, as well as other practices.

Nothing herein shall be considered as obligating the Service to expend funds or otherwise obligate the Service for the future payment of money in excess of appropriations

authorized by law and administratively allocated for the activities associated with this agreement.

VIII. PERIOD OF PERFORMANCE:

The period of performance of this agreement is identified in Item #12 of the Grant and Cooperative Agreement obligating document that will be attached to the award letter to the Recipient, and shall continue in force for a term of not less than five (5) years thereafter. This Agreement may be renewed at the end of this five (5) year period for a term to be determined by written notification within thirty (30) days prior to the expiration of this Agreement if the Service determines such renewal is beneficial to the Service. Amendment(s) to this Agreement may be proposed by any party and shall become effective upon approval by all parties in writing. This Agreement may also be mutually terminated by agreement of the parties.

IX. SPECIFIC OBLIGATIONS OF EACH PARTY:

A. The Service:

1. Does not assume jurisdiction over the premises by this agreement. The Service assumes no liability for damage except that resulting from its own negligence on this property.
2. Will not be held liable in any way to restore the property to its prior condition upon termination or expiration of this agreement.
3. Agrees to provide an award letter stating the Federal financial and performance reporting requirements for the Recipient to fulfill to comply with the terms of this agreement.
4. Agrees to provide technical advice and assistance in obtaining permits that may be required for the Recipient to fulfill the terms of this agreement.
5. Will maintain substantial involvement.
6. Advance of funds to a recipient organization may be provided by the recipient submitting a letter to Service Project Officer and identifying the need for advance, budget for funds and time frame for getting work completed. Advances shall be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements of the recipient in carrying out the purpose of the approved program or project.

B. The Recipient:

1. Agrees to demonstrate progress on the agreement within 12 months from date of last signature on this agreement and must be completed within twenty-four (24) months of that date. The Service reserves right to reobligate funds if progress during this period is not met. If Recipient is unable to commence or complete work identified in this Agreement, the Recipient must notify the Service Project

Officer a minimum of 30 days prior to request an Extension of Time. Only one (1) such Extension of Time will be granted.

2. Retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.
3. Guarantees ownership of the land covered under this Agreement. A change of ownership of the recipient shall not change the terms of the agreement, which shall remain in effect on the described property for the duration of the period specified in Section VIII, above. The Recipient agrees to notify the Service of planned or pending changes of ownership at least 30 days in advance.
4. Agrees to allow the Service [its members, agents, or assignees] access to the project site, upon prior notification by the Service, for wildlife habitat development and management purposes and to inspect work completed. All Service members, agents, and assignees will be in uniform or will have proper identification as government employees or agents.
5. Agrees to provide a Taxpayer Identification Number to the Service. Taxpayer Identification Number (TIN) means the number required by the IRS to be used in reporting income tax and other returns. For most individuals, this is the Social Security Number. The Service is required to obtain this information to process any payment(s) to the Recipient as a result of this agreement. This information will be furnished to the IRS as required by the Tax Reform Act of 1986 and may be shared with the Department of Justice. Furnishing a Social Security Number is voluntary, but failure to do so may result in disqualification from this program.
6. Prior to the award of this agreement, agrees to provide a completed and signed Standard Form (SF) 424, 424A and 424B (Exhibit B).
7. Assumes responsibility for securing any permits needed to carry out the project described in Exhibit A.
8. Agrees to carry out identified works of improvement on approximately 35 acres, and/or 2 structures.
9. Agrees to work cooperatively with the Service Project Officer by providing applicable receipts to him/her and receive Service approval prior to drawing down funds in ASAP (see Section XI. B).
10. Agrees to present any future deviations from the procedures or objectives specified in this agreement to the Service Project Officer and Regional Coordinator for specific approval before implementation. The Recipient's proposal and budget is hereby incorporated as an integral part of this project. The Recipient shall furnish the necessary personnel, materials and services, and do all things required to accomplish the proposed objectives:
11. Should the Recipient be unable to complete the provisions of this agreement, all monies provided by the Service which prove to be cancelable obligations or

unallowable costs in accordance with appropriate OMB Circular (See Award Letter), and unexpended, shall be refunded to the Service.

X. REPORTING REQUIREMENTS:

The Service Project Officer will assist and coordinate with the Recipient to ensure that all reporting requirements and deadlines associated with this agreement are met. Required reports include: 1) annual Federal financial report(s) and a final Federal financial report; and, 2) annual performance progress report(s) and a final performance progress report (Exhibit C). In accordance with Department of the Interior Policy, delinquent submittal of required reports may result in invoices being returned unpaid, suspension, or termination of this agreement.

Dates for submitting the annual Federal Financial Report (SF 425) and the Federal Performance Progress Report will be provided in the Agreement Award Letter which will be sent to the Recipient. This letter will provide notification that funds for this agreement have been obligated.

As of October 1, 2010, Recipients of Federal grants and contracts must comply with Recipient reporting requirements under the Federal Funding Accountability and Transparency Act (Pub. L. 109-282). Recipient shall register their award at <https://www.fsrs.gov>.

XI. INVOICING/ACCEPTANCE PROCEDURES:

Upon completion of one or more project practices or completion of a project, the Recipient is requested to submit appropriate receipts to the Service Project Officer for review and approval prior to initiating a drawdown of project funds through the Automated Standard Application for Payment (ASAP). **Requesting inappropriate drawdowns in ASAP may result in the Service requiring an agency review prior to release of funds in ASAP.**

After review by the Service Project Officer, the Recipient may request reimbursement through <https://www.ASAP.gov>, click on the Payment Requests tab, and choose "Initiate Payment Requests" from the drop down menu.

A request for partial reimbursement for listed, reimbursable practice(s) identified in Exhibit A, Sub-Recipient Landowner Agreement, is acceptable.

XII. TERMINATION:

An individual Recipient's participation in this agreement may be terminated at any time by giving thirty days advance written notice to the Service and to any other parties. After giving such notice, the Recipient shall bring its activities to a prompt and orderly close avoiding new costs to the extent possible. The Recipient shall submit a final summary of costs (and invoice, if appropriate) for approval of the Service. Project property shall be disposed of in accordance with the property terms of this agreement, if any, or, in the absence of such terms, as agreed by the parties in a termination settlement.

XIII. AMENDMENT PROCEDURES:

Amendments to the Agreement may be proposed by either party and shall become effective upon written concurrence of all parties. Work completed prior to written concurrence of all parties is done at the Recipient's risk, without expectation of reimbursement.

XIV. EXHIBITS AND ATTACHMENTS:

- Exhibit A: Project Plan and Costs Estimated
- Exhibit B: Application for Federal Assistance and Budget for Cooperative Agreement (SF 424, 424A, and 424B)
- Exhibit C: Financial and Performance Reporting (SF-425 and Performance Report template)
- Exhibit D: Pesticide Product Provision

IN WITNESS WHEREOF, the parties hereto have caused this Cooperative Agreement to be executed as of the date of the last signature below.

FOR THE RECIPIENT:

Chairman, Board of Supervisors
Pima County

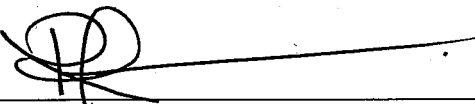
Date

ATTEST:

Robin Brigode
Pima County Clerk of the Board

Date

Approved as to Content:

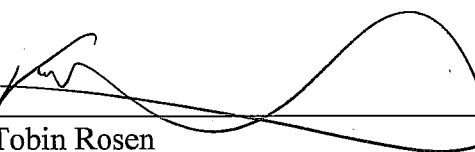


Rafael Nayan, Ph.D., Director
Pima County Natural Resources, Parks and Recreation

06.10.2013

Date

Approved as to Form:



Tobin Rosen
Pima County Deputy County Attorney, Civil Division

6/6/13

Date

FOR THE U.S. FISH AND WILDLIFE SERVICE:

Signature
_____, Acting Regional Coordinator
Partners for Fish and Wildlife
U.S. Fish and Wildlife Service, Region 2

EXHIBIT A

Project Plan and Costs Estimated Four Projects on Pima County Lands

I. Project Objectives

There will be four (4) projects conducted under this agreement:

- Karen's Bat Cave
- 36th Street Urban Wildlife Drinkers, Plantings, and Signage
- Carpenter Ranch Wildlife Waters and Livestock Enclosures
- Sands Ranch Frog Refugia

The proposed project objectives are:

- Stabilize openings in piping cave habitat in Cienega Creek Nature Preserve.
- Install wildlife drinkers and vegetation for wildlife habitat and provide viewing opportunities within an urban wildlife area.
- Install a solar water system and fencing at Carpenter Ranch for habitat protection.
- Install a new frog pond for native frogs.

This Cooperative Agreement will provide funding to the Pima County Parks and Recreation Department to continue conservation efforts as stated in the Sonoran Desert Conservation Plan (SDCP). The SDCP involves 5.9 million acres located in Pima County, Arizona and includes the Tucson metropolitan area. The SDCP is guiding regional efforts to conserve the best lands and most precious resources for future generations of Pima County residents to enjoy. The Plan combines short-term actions with long-range land use decisions in Pima County.

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II. Project Work

Karen's Bat Cave

The Cienega Creek Natural Preserve (CCNP) was established by the Pima County Board of Supervisors in 1986 for the purposes of preserving and protecting the natural and scenic resources of the property for benefit of Pima County, its resources, residents and visitors. The CCNP is a 4,010 acre preserve located along Cienega Creek, of which a portion has perennial flow in the CCNP. The Preserve extends for approximately 12 miles of stream length from Colossal Cave Road on the northwest to the former corners of the Empirita Ranch on the southeast. CCNP is owned by the Pima County Flood Control District (PCFCD) and is managed by Pima County Natural Resources, Parks, and Recreation. Approximately 1,000 acres of riparian forest dominated by cottonwood, willow, and velvet mesquite exist in the preserve.

Several species of bats have been documented foraging in the Cienega Creek Natural Preserve area. Two Priority Vulnerable Species of bats are known to roost in the soil piping caves of the CCNP, however many of these caves are deteriorating and becoming

unsuitable for occupancy. Natural processes are not currently promoting the formation of new soil caves and therefore there is an overall net loss of habitat for these bat species.

Pima County biologist Don Carter has enhanced existing roosts by repairing existing soil piping caves that collapsed and reinforced another natural soil cave that had been undergoing disintegration. Monitoring showed a significant increase in use in both sites by both Mexican long-tongued (*Choeronycteris mexicana*) and Townsend's big-eared bats (*Corynorhinus townsendii pallescens*). This project will be similar and will stabilize the opening to Karen's Bat Cave.

The Mexican long-tongued bat is listed as a species of concern by the Arizona Game and Fish Department. Near Tucson, the species feeds predominantly on cactus and agave species. Surveys of rock crevices and shelters in historical roost areas have revealed multiple roosting groups, suggesting that aggregations of Mexican long-tongued bats are dispersed among several proximate sites. This is one reason multiple crevices will be addressed through this Partners project.

The Townsend's big-eared bat is also listed as a species of concern by the Arizona Game and Fish Department. This species is thought to be declining due to loss of historic habitat in caves and mines. The greatest threats to the species are human disturbance and vandalism at maternity and hibernating sites, and loss of roosting (mine closures) and foraging habitats (deforestation).

The objective of this project is to stabilize the opening to Karen's Cave. Karen's Cave is a soil-piping cave that has a good population of Townsend's big eared bats and Mexican long-tongued bats utilizing it. It is thought that the cave is both a hibernacula and maternity site.

The entrance to the cave has slowly been eroding. There is concern that the erosion has the potential to reduce or eliminate the conditions selected for by the bats in the near future. To stabilize the entrance materials such as rebar, pipes, chain link, masonry lath and cement will be used.

36th Street Urban Wildlife Park Drinkers, Plantings, and Signage

In 2011, Pima County acquired a 20 acre urban park near Campbell Avenue and Kino Parkway in south Tucson, Arizona. The area was identified for purchase due to interest by the City of Tucson and support from the Audubon Society because of the urban jungle on the site due to water flows from adjacent neighborhoods. Since acquiring the property Pima County has invested over \$100,000 into security and clean-up activities. Pima County has plans to provide passive recreation in an urban "natural" setting by focusing on walking trails and watchable wildlife opportunities.

The conservation community as a whole has seemingly awakened to the immediate need to educate "the next generation" on conservation/environmental issues. The project objectives support the Service's Connecting People with Nature and the Department of Interior's Youth in the Great Outdoor Initiatives of engaging, educating, and employing youth. Additionally this project will benefit the public by improving wildlife habitat for migratory birds and providing wildlife viewing opportunities.

The objectives of this project are to install two wildlife drinkers along the current trail system. The drinkers will be on their own water storage systems and will be filled by county staff as needed. The park is not hooked up to City of Tucson water yet. The two water points will also be primary watchable wildlife areas in the park. Because the park needed to be significantly cleaned out of vegetative undergrowth for security purposes, native grasses, shrubs, forbs, and trees will be planted for wildlife. Pima County native plant nursery will grow out plants for use at the park for a discounted cost. In addition, urban wildlife signs identifying wildlife will be installed.

Carpenter Ranch Wildlife Waters and Livestock Enclosures

This project will be based on property purchased by Pima County in 2008 at the head of Cochise Canyon in the Tortilita Mountains. The parcel is 930 acres. The Ranch originally included both State trust lands and Bureau of Land Management grazing leases which Pima County did not acquire. Due to habitat concerns Pima County suspended all grazing on its lands. The major water source for the area was on the fee title part of the Ranch and inadequate fencing has allowed unsustainable grazing to occur at times.

The Carpenter Ranch provides habitat for the federally listed lesser long-nosed bat and several Arizona Game and Fish species of concern including the Allen's big-eared bat, the Arizona shrew, Swainson's hawk, Western burrowing owl, and lowland leopard frog. Cochise Canyon contains several large and small washes that provide wildlife movement corridors and serve important hydrological functions. The property supports plant communities that contain sensitive species, including 20 of Pima County's Priority Vulnerable Species.

In 2004, the Partners Program funded a project on the old Carpenter homestead at the head of Cochise Canyon. That project fenced the spring and surrounding habitat from trespass cattle. In addition to fencing, Pima County removed trash from the area, planted native vegetation, and addressed erosion damage. This project will build on the work accomplished through the 2004 project.

The objectives of this project are to install a solar pump system on the main ranch well and water storage tank to restore the year-round capability to move water through the existing piping. This will supply water to Cochise Springs. The old residence and main well are off the grid and were previously powered by generators and solar as necessary. Additionally, the main stock water for the ranch is not completely fenced. Approximately 2,000 feet of wildlife friendly fence would be installed to exclude any trespass livestock. The area will be planted with native vegetation.

Sands Ranch Native Frog Refugia

In 2011 the Partner Program funded a project to improve Hospital Tank on the Clyne Ranch for lowland leopard frogs. This project would be an expansion of that project. Goat Well is a major water source on Pima County owned lands on the Sands Ranch that is located not far from Hospital Tank. At the well site is an existing corral structure that

will be retired from livestock use and modified to put in a new frog pond to augment natural use of the Goat Well stock water when it has water. The area is fenced from livestock. The pond has been sited and designed with the help of the frog working group. Pima County has some liner that will be added to the project to create an impermeable bottom for the pond to prevent water loss. The well at the site is on electricity so a secondary storage tank will be filled to be used when electricity goes out.

The objective of this project is to provide a permanent water source that augments natural populations of frogs in the nearby area.

Pima County is working with Arizona Game and Fish and the frog working group to determine the best species to be placed at the site. The threatened Chiricahua leopard frog was once found throughout this area of the state. Chiricahua leopard frogs are now threatened due to a number of factors including: (1) habitat alteration, destruction, and fragmentation; (2) disease; and (3) predation by non-native aquatic organisms. The property is located within Recovery Unit 2 (Santa Rita- Huachuca- Ajos/Bavispe) of the Chiricahua leopard frog Recovery Plan. The Chiricahua Leopard Frog Recovery Team has identified this site where re-establishment of Chiricahua leopard frogs would assist in recovery efforts for this species. The lowland leopard frog (*Rana [Lithobates] yavapaiensis*) is a state candidate for threatened species in Arizona and is a U.S. Fish and Wildlife Service Species of Concern. This species is also on the Forest Service Sensitive Species List.

III. Contributions of Parties:

A. The Service:

1. Agrees to cost-share in practices specified in this agreement, thus enhancing the value of the areas for resident and migratory wildlife species.
2. Agrees to inspect the work periodically during construction, if necessary, and provide technical assistance regarding management and maintenance of the works of improvement.
3. Agrees to annually evaluate the management techniques and provide guidance regarding their success and modify the management guidelines as necessary to ensure maximum benefits to wildlife.

B. The Recipient:

1. Agrees to cost-share in the works of improvement for the properties. Agrees to obtain the services of a competent contractor to ensure the practices are completed in a timely manner and meet the specifications of this agreement.
2. Agrees to maintain the sites to the maximum benefit of wildlife for the term of this agreement.
3. Agrees to conduct an archaeological evaluation of the sites and will work with the Service in submitting the evaluation to the State Historical Preservation Office. Agrees to not begin the projects until the evaluation is complete.
4. Assures that the most appropriate pesticide will be applied in accordance with all stipulations as defined by the label and in compliance with all pertinent federal and state regulations. When applicable the services of a licensed applicator will be obtained by the Recipient to perform this action. Additionally, the Recipient agrees not to begin the projects until a pesticide use proposal is completed by Service personnel, if warranted.

5. Agrees to provide annual maintenance of the work completed to ensure that they are in good condition and function as agreed upon for the life of this agreement.

IV. Estimated Costs:

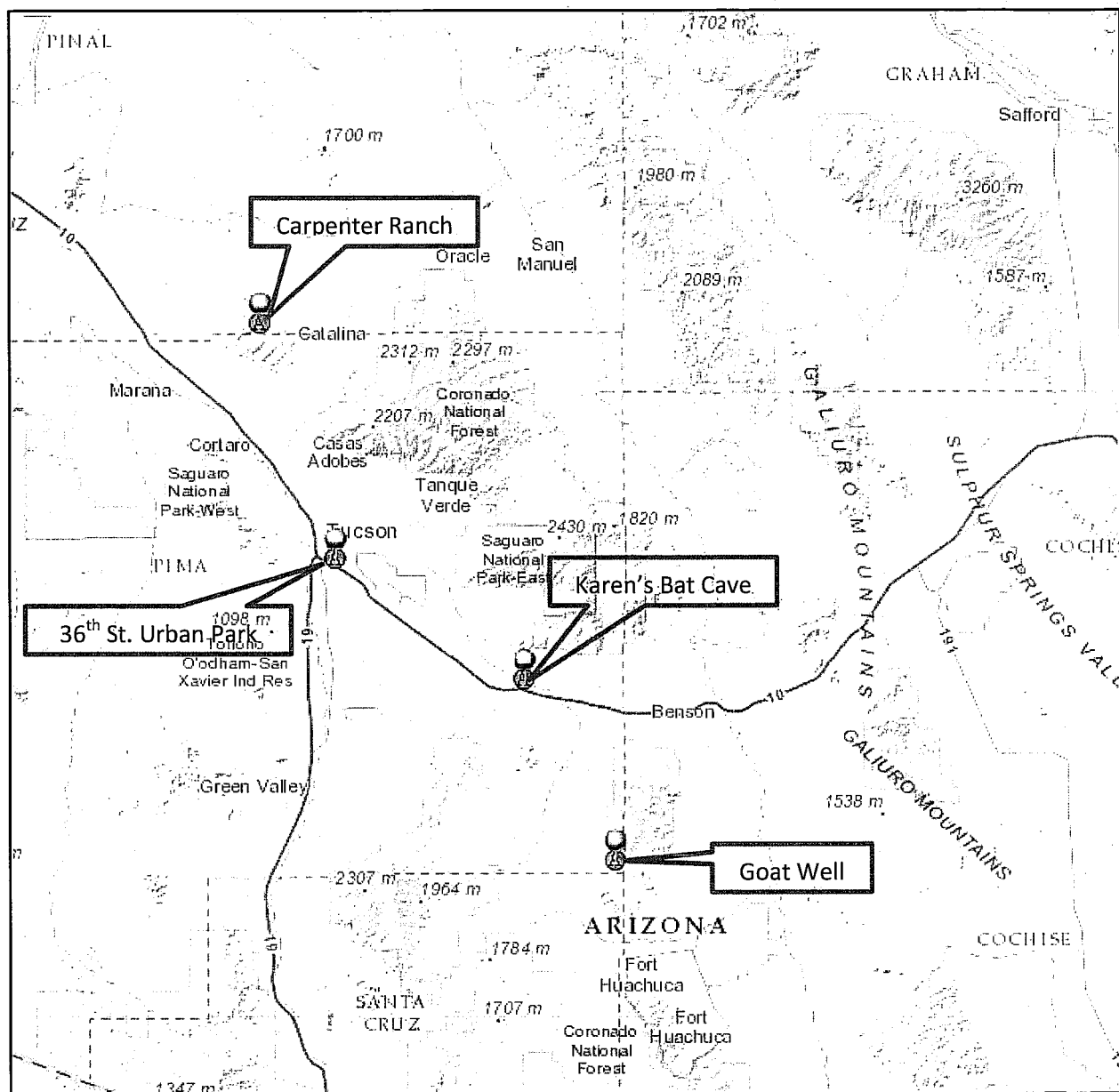
Budget and Anticipated Accomplishment Tables

Budget Category	Item	Federal Funds	Recipient Funds or In-Kind Value (if applicable)
PERSONNEL		\$5,250.00	\$15,000.00
FRINGE BENEFITS			
TRAVEL		\$3,250.00	
EQUIPMENT			
SUPPLIES		\$35,000.00	\$5,000.00
CONTRACTUAL			
CONSTRUCTION			
OTHER			
TOTAL DIRECT CHARGES			
INDIRECT CHARGES			
TOTALS		\$43,000.00	\$20,000.00

Note: The total Service's and Department's cost-share (funds, materials, labor, and/or in-kind services) must remain the same; however, practice allocations may be redistributed upon prior approval by the Service Project Officer.

- V. Work Schedule for these four projects: Work Completion Period will start within six (6) months and all Service funded practices must be completed within twenty-four (24) months of the date of the last signature on this agreement, unless otherwise scheduled. The Service Project Officer should be informed, in writing, if either deadline cannot be achieved and an extension in time must be requested a minimum of thirty (30) days prior to the end of the Work Completion Period. Work must be completed and inspected prior to submission of a request for reimbursement. A request for partial reimbursement, based on completion of a listed, reimbursable practice from Exhibit A is acceptable.

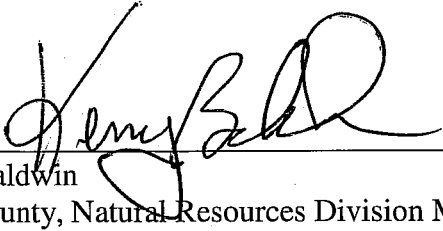
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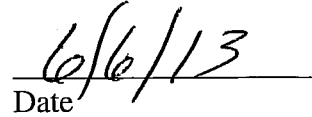
Map 1: Overview Map of project locations.

This Project Plan was agreed upon between the Recipient and the Service Project Officer on

(fill in date)



Kerry Baldwin
Pima County, Natural Resources Division Manager



Date

Kris Randall
Project Officer, Partners for Fish and Wildlife

Date

EXHIBIT B

Application for Federal Assistance and Budget for Cooperative Agreement

Attach SF424, 424A, and 424B

EXHIBIT C

Financial and Performance Reporting

Attach SF-425 and Performance Report template

Performance report

Name of the Cooperator: Pima County Natural Resources, Parks and Recreation

Project title: Pima County Cooperative Agreement FY 2013

Award number: xxxxxxxxxxxx

Date of the report: _____

Period of time covered by the report: _____

EXAMPLE:

Goal: To improve habitat for numerous Federal trust species including migratory bird species, bats, and frogs across lands owned by Pima County.

Objectives:

- Stabilize openings in piping cave habitat in Cienega Creek Nature Preserve.
- Install wildlife drinkers and vegetation for wildlife habitat and provide viewing opportunities within an urban wildlife area.
- Install a solar water system and fencing at Carpenter Ranch for habitat protection.
- Install a new frog pond for native frogs.

1. Comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work
2. Description of reasons why established goals were not met, if appropriate;
3. Any other pertinent information relevant to the project results.

EXHIBIT D
Pesticide Product Provision

I. AUTHORITY:

This Pesticide Product Provision, which serves as an addendum to and is hereby incorporated into the attached Pima County FY 2013 Cooperative Agreement, is provided by the U.S. Fish and Wildlife Service (Service) to Pima County Natural Resources, Parks and Recreation, private lands cooperator (Recipient), pursuant to authority contained the Department of the Interior Departmental Manual, Part 517 (Pesticide Use Policy), and U.S. Fish and Wildlife Service Administrative Manual, 30 AM 12 (Pest Management Policy and Responsibilities).

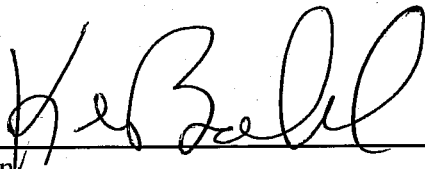
II. PROVISION:

It is the responsibility of all persons using a pesticide product to read and follow the applicable label and to comply with all federal, state, and local laws and regulations relating to the use of such pesticide product. Before using any pesticide product, be sure it is registered for use in your state and locality.

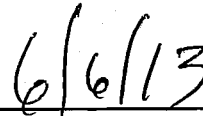
Not applying a pesticide in accordance with the stipulations specified on the label is not only a violation of federal and state law but will render this Cooperative Lands Agreement null and void.

When applying a pesticide it is necessary to fill out a Pesticide Usage Reporting Form [to be provided by the Service Project Officer] upon completion of the project. The completed form should be submitted with all pertinent invoices for reimbursement purposes. Failure to submit the completed form could result in the delay of reimbursement of funds.

AGREED AND ACCEPTED:



Kerry Baldwin
Pima County, Natural Resources Division Manager



Date