



**BOARD OF SUPERVISORS AGENDA ITEM REPORT  
AWARDS / CONTRACTS / GRANTS**

Award  Contract  Grant

**Requested Board Meeting Date:** 06/06/2023

*\* = Mandatory, information must be provided*

**or Procurement Director Award:**

**\*Contractor/Vendor Name/Grantor (DBA):**

United States Department of Interior/Fish and Wildlife Service

**\*Project Title/Description:**

Partners for Fish and Wildlife Program Landowner Agreement

**\*Purpose:**

Install ~500 ft of livestock exclusion fencing and native vegetation around an existing pond on parcel 205-16-001A (Oracle Ridge Natural Resources Park, bajada parcel) to enhance habitat for Lowland leopard frogs, a MSCP Priority vulnerable species known to exist in nearby areas.

**\*Procurement Method:**

N/A

**\*Program Goals/Predicted Outcomes:**

Enhancement of 0.4 acres of perennial wetland habitat.

**\*Public Benefit:**

Project supports the goals of the Sonoran Desert Conservation Plan and Multi-Species Conservation Plan.

**\*Metrics Available to Measure Performance:**

Maintain fencing and vegetation in good condition through the ten-year agreement term.

**\*Retroactive:**

No

THE APPLICABLE SECTION(S) BELOW MUST BE COMPLETED

Click or tap the boxes to enter text. If not applicable, indicate "N/A". Make sure to complete mandatory (\*) fields

Contract / Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_
Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Prior Contract Number (Synergen/CMS): \_\_\_\_\_
Expense Amount \$ \_\_\_\_\_ \* Revenue Amount: \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? Yes No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? Yes No
If Yes, attach Risk's approval.

Vendor is using a Social Security Number? Yes No
If Yes, attach the required form per Administrative Procedure 22-10.

Amendment / Revised Award Information

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_

Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_

Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_

Prior Contract No. (Synergen/CMS): \_\_\_\_\_

Expense Revenue Increase Decrease

Amount This Amendment: \$ \_\_\_\_\_

Is there revenue included? Yes No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Grant/Amendment Information (for grants acceptance and awards)

Award Amendment

Document Type: GTAW Department Code: PR Grant Number (i.e., 15-123): 23\*140

Commencement Date: 6/8/2023 Termination Date: 6/8/2033 Amendment Number: \_\_\_\_\_

Match Amount: \$ 0 Revenue Amount: \$ 25,000

\*All Funding Source(s) required: U.S. Department of Interior, Fish and Wildlife Service

\*Match funding from General Fund? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? Yes No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)?
Directly

Contact: Kelsey Landreville, Program Manager

Department: PR

Telephone: 520-724-5226

Department Director Signature: [Signature]

Date: 5/17/2023

Deputy County Administrator Signature: [Signature]

Date: 5/19/2023

County Administrator Signature: [Signature]

Date: 5/20/2023

Landowner Agreement No: \_\_\_\_\_

Cost Structure: \_\_\_\_\_

## **PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT**

This Landowner Agreement (Agreement), dated June 8, 2023, between Pima County, a body politic and corporate (“Landowner”), and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to the authority contained in the Partners for Fish and Wildlife Act (P.L. 109-294), the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.) and the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), as amended. This project was selected for funding because the Landowner shares a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands, and the project supports priority actions identified in the Regional Partners for Fish and Wildlife (Partners) Program Strategic Plan.

Pima County, 3500 West River Road, Tucson, Arizona 85741, hereby agrees to participate with the USFWS in conducting certain wildlife management practices on lands owned or managed in Pima County, State of Arizona, described as follows: all, or within, Oracle Ridge Bajada Property, parcel 205-16-001A, in northeast Pima County, AZ (west latitude 32.506492; north longitude -110.568985).

In signing this Agreement and receiving the Notice of Award Letter, the Landowner joins as a participant in a wildlife habitat improvement program and grants to the USFWS authority to complete the habitat improvement project or the Landowner may personally carry out management activities with financial or material support as described in attached Exhibit A. Any donation of supplies, equipment, or direct payment from the USFWS to the Landowner for carrying out the habitat improvements is included in Exhibit A. The activities conducted pursuant to this agreement are not to replace, supplement or otherwise contribute to any mitigation or compensation that may be required of the Landowner, or other parties, as a result of any mandated requirements.

The term of this Agreement (also referred to as the habitat retention period) will be completed on June 8, 2033. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon 30 days advance written notice to the other party. However, if the Landowner terminates the Agreement before its expiration, or if the Landowners should materially default on these commitments, then the Landowner agrees to reimburse the USFWS prior to final termination for the prorated costs of all habitat improvements placed on the land through this Agreement. For these purposes, the total cost of the habitat improvements to the United States is agreed to be \$ 25,000.00.

### **Landowner:**

The Landowner or their land manager, with legal authority over land management decisions, guarantees ownership of the above-described land and warrants that there are no outstanding rights that interfere with this Landowner Agreement.

The Landowners will notify the USFWS of planned or pending changes in ownership. A change

of ownership shall not change the terms of this Agreement. The Agreement and terms shall be in effect on the described land for the term of the Agreement.

The Landowner agrees to allow access (with advance notice) to the USFWS to implement the project described in the work plan, and to monitor project success.

The Landowner retains all rights to control trespass and retains all responsibility for taxes, assessments, and damage claims.

During the habitat retention period, the landowner must maintain the habitat restored under this award. The Landowner must maintain structures installed under this agreement.

At the end of the habitat retention period, the habitat improvement project will become the sole property and complete responsibility of the Landowner. There shall be no obligation to the USFWS after the term of the Agreement has expired.

The Landowner will be responsible for securing any necessary permits. The Landowner agrees to identify the USFWS' contribution to the project during public presentations, reports, or other information published about the project, as appropriate.

The Landowner will be free to remove any structure at his/her own expense at the termination of the Agreement; however, the Agreement does not supersede any Local, State, or Federal regulation that would apply to the removal of any such structure(s).

The Landowner will not be responsible for replacing wildlife habitat improvements that are damaged or destroyed by severe acts of nature.

**USFWS:**

The USFWS will work with the Landowner throughout the entire Agreement term to support actions needed to ensure that the project is designed and constructed per the Agreement and functions as intended.

The USFWS, its agents, or assignees will provide advanced notice before accessing the Landowner property to implement the project described in Exhibit A and monitor project success.

The USFWS assumes no liability for damage or injury other than that caused by its own negligence, on the above acreage. The USFWS does not assume jurisdiction over the premises by this Agreement.

**Overlap and/or Duplication:**

Pima County NRPR acknowledges, as an applicant and/or recipient for federal financial assistance through the USFWS Partners for Fish and Wildlife Program (CFDA 15.631) that the proposed activities described herein do \_\_\_\_\_ or do not   x   overlap and/or duplicate any other proposal and/or award for federal financial assistance.

### **Conflict of Interest**

Pima County NRPR must notify the Service of any conflicts of interest, or any appearance of conflicts of interest, which are known at the time of the application.

### **Cancellation for Conflict of Interest**

This Contract is subject to cancellation for conflict of interest pursuant to A.R.S. § 38-511, the pertinent provisions of which are incorporated into this Contract by reference.

### **Indemnification**

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its districts, its officers, officials, agents, employees, or volunteers.

### **Recipient Payment / Invoicing Procedures**

Pima County NRPR has completed enrollment in U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the subject line on the award letter followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

### **System for Award Management (SAM) Registration:**

Under the terms and conditions of this award, your organization must maintain an active SAM registration at <https://www.sam.gov/portal/SAM/#1> until the final financial report is submitted or final payment is received, whichever is later. If your organization's SAM registration expires during the required period, the Service will suspend payment under this and all other Service awards to your organization until you update your organization's SAM registration.

### **GrantSolutions:**

GrantSolutions is a financial assistance management software platform that enables Federal agencies to manage grants and cooperative agreements through the entire award life cycle including pre-award, award, post-award, and closeout. Pima County NRPR is enrolled as a user in the Grant Solutions ([www.grantsolutions.gov](http://www.grantsolutions.gov)) system. All annual reports are required for the Landowner Agreement and will be submitted via the GrantSolutions application by Pima County NRPR.

**Spatial Information Sharing:** In accordance with the Privacy Act of 1974, permission must be obtained from the Landowner before any personal information can be released. The only information that can be shared is payment information that is authorized by law. Therefore,

Landowner consent is requested to allow for sharing of spatial information about this project solely with conservation cooperators providing technical or financial assistance with the restoration, enhancement or management of fish and wildlife habitat.

We, the Landowner, consent to having spatial information about this project shared with other conservation cooperators.

We, the Landowner, do NOT wish to have any spatial information about this project shared with other conservation cooperators.

**THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK**

**Signatures:**

**FOR PIMA COUNTY (THE LANDOWNER):**

\_\_\_\_\_  
Adelita Grijalva, Chair, Board of Supervisors  
Pima County

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Melissa Manriquez  
Pima County Clerk of the Board


\_\_\_\_\_  
Date

Approved as to Content:

\_\_\_\_\_  
Victor Pereira, Director  
Pima County Natural Resources, Parks and Recreation

\_\_\_\_\_  
Date

Approved as to Form:

  
\_\_\_\_\_  
Rachelle Barr  
Deputy Pima County Attorney

\_\_\_\_\_  
Date

**FOR THE U.S. FISH AND WILDLIFE SERVICE:**

\_\_\_\_\_  
Sarah Gandaria, USFWS Partners for Fish and Wildlife Program Biologist

\_\_\_\_\_  
Date

\_\_\_\_\_  
Heather Whitlaw, Arizona Ecological Services Field Supervisor

\_\_\_\_\_  
Date

## EXHIBIT A

The habitat improvements described below are agreed to by Pima County NRPR and USFWS in a Landowner Agreement dated June 08, 2023.

### **Description of Habitat Improvement Project and Habitat conservation Goals:**

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

The SDCP gives high priority to preserving and protecting important natural and cultural resources. Urban growth is directed to areas with the least natural, historic, and cultural resource values. Concurrently, Pima County has acquired ownership and/or management of nearly 250,000 acres of land, now managed by NRPR, to protect and conserve these valuable resources.

The 538-acre Oracle Ridge Bajada Property was acquired by Pima County in 2004. In 2016 it became part of a Master Restrictive Covenant with the purpose of protecting its natural and cultural resources and for eventual mitigation allocation under Pima County's Multi-Species Conservation Plan (MSCP) and Endangered Species Act Section 10 Permit with the USFWS.

Pima County NRPR would like to install fencing around a small pond located on the Oracle Ridge Bajada property to reduce the impact of trespass cattle and enhance it for wildlife benefit. The pond, informally referred to as "Goff Pond", was built in 2019. The pond is a perennial water source that is kept full via a pipe connected to an adjacent solar pump and well. Depending on project material costs, Pima County NRPR plans to fence the pond with a pipe rail and/or wildlife-friendly barbed/smooth wire fence. The fence will buffer the pond at various distances to provide ease of access in the future and to enhance wildlife value. This pond is adjacent to Alder Canyon and will enhance approximately 0.4 acres of wetland habitat. This project aims to improve water quality and wetland habitat at Goff pond for federal trust species.

If the above-mentioned project is unable to be completed, Pima County NRPR will work with the US Fish and Wildlife Service to find another project that improves habitat for Federal Trust species. Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

### **Location**

The 538-acre Oracle Ridge Bajada Property is located 10 miles southwest of San Manuel and 30 miles northeast of Tucson. The property consists of upper Sonoran Desert scrub habitat and is adjacent to Alder Canyon.

### **Species Benefitted**

This project aims to improve habitat for lowland leopard frogs (*Lithobates yavapaiensis*) -- a species identified in the MSCP that was historically found in Alder Canyon. Land managers have observed a decline in populations of these frogs. We have observed Lucy's warbler (*Leiothlypis*



*luciae*), and ash-throated flycatcher (*Myiarchus cinerascens*) at the site and believe various other migratory birds will also benefit from the increased quality of surface water that may result from this project. Huachuca water-umbel (*Lilaeopsis schaffneriana* spp recurva), is a federally endangered species historically found in the San Pedro River Valley, and which may also benefit from being transplanted to this site once the pond is protected by fencing.

### **Priorities Addressed**

This project is located within the Southern Arizona Grassland Focus Area, which supports the second-highest land mammal diversity in the world and provides habitat for almost 400 bird species. This project is also located within a wildlife corridor/linkage zone identified by the Arizona Missing Linkage Report. This project supports national and regional conservation priorities by improving habitat connectivity, supporting species conservation, and strengthening the partnership with Pima County NRPR.

### **Conservation Challenges**

We expect this agreement to help address specific conservation challenges that are affected by some of the larger stressors across the state: climate change, decreased biodiversity, degraded biological conditions, and habitat fragmentation.

### **Project Construction Timeline:**

Pima County NRPR agrees to demonstrate progress on work described in the Agreement within 24 months from the Award Performance Start Date as indicated in the subsequent Award Letter. The USFWS reserves the right to re-obligate funds if progress during this period is not met. Therefore, if Pima County is unable to commence work before the expiration of this 24-month time period, Pima County must request additional time from the USFWS Project Officer a minimum of 60 days prior to the end of the 24-month term. It is also anticipated that all work will be completed under this Agreement within 60 months of the Award Letter signatory date.

### **Monitoring:**

Monitoring will be accomplished by Pima County NRPR and the FWS Partners Program. A monitoring plan will be developed with FWS to determine the most appropriate plan for the project.

**USFWS will:** work with Pima County NRPR to determine project roles and responsibilities and establish a project budget which will be outlined in this agreement. USFWS will participate and collaborate jointly with Pima County NRPR to carry out the scope of work and review the project plans and redirect the work effort if the plans do not address critical programmatic issues. USFWS will assist in obtaining permits and environmental compliance; conduct periodic site visits and regular communication with the landowner; review report submissions and invoices for adherence to the Agreement and project plans; seek opportunities to improve the project and explore ways to extend benefits of techniques and processes to other landowners in the region.

**The Landowner will:** provide the land for restoration. Pima County NRPR will either contract with a certified archaeologist to perform cultural resource surveys of all land where ground-disturbing work will occur or work with FWS to have the area surveyed. If Pima County

contracts archaeological surveys, they will submit these reports to the USFWS for submission to the State Historic Preservation Office. Pima County NRPR will complete the work or hire competent and certified contractors to do the work.

**Anticipated Project Accomplishments**

<b>Summary of Accomplishments Anticipated Under this Scope of Project</b>				
<b>Habitat Type</b>	<b>Restoration</b>	<b>Enhancement</b>	<b>Establishment</b>	<b>Totals</b>
Upland Acres				
Wetland Acres		0.4 ac		0.4 ac
Stream Channel Miles				
Shoreline Miles				
Other Structures		580 ft		580 ft

**Budget Table:**

<b>Object Class Categories<sup>a</sup></b>	<b>Partners</b>				<b>Totals</b>
	<b>Landowner</b>	<b>USFWS Partners Program</b>	<b>USFWS Other Programs</b>	<b>Other Non-USFWS</b>	
Personnel	\$-	\$-	\$-	\$-	\$-
Fringe benefits	\$-	\$	\$-	\$-	\$-
Travel	\$-	\$-	\$-	\$-	\$-
Equipment	\$-	\$-	\$-	\$-	\$-
Supplies	\$-	\$11,250	\$-	\$-	\$11,250
Contractual	\$-	\$11,250	\$-	\$-	\$11,250
Indirect	\$-	\$2,500	\$-	\$-	\$2,500
<b>Totals</b>	\$-	\$25,000.00	\$-	\$-	\$25,000.00

<sup>a</sup> The total cost-share by the USFWS, and the Landowner(s) must remain the same, however allocations by category may be redistributed upon prior approval by the USFWS.

Any work to be completed may be modified with the mutual agreement of the aforementioned parties.

**Budget Narrative:**

USFWS will contribute \$25,000 toward the project to cover contractual and indirect costs. While match is not required, Pima County does anticipate contributing some type of match, however, an amount cannot be estimated at this time.

Contractual expenses will include either hiring a fencing company (materials included) to complete the work or purchasing fencing materials and completing the work internally, depending on cost estimates at the time the work takes place. Contractual expenses may also

include hiring a certified archaeologist to complete the required cultural resources survey. Contractual expenses may also include purchasing native plants and/or seeds to improve the habitat buffering around the pond. Pima County will accomplish this through its Master Agreement contracts with vetted companies and organizations for providing certain goods and services.

Pima County NRPR will be taking the de minimis rate of 10% of Modified Total Direct Costs (see Indirect Cost Statement below)

No equipment will be purchased with federal funds from this agreement.

### **Budget Justification**

With the increase in steel and material costs since the Covid-19 pandemic, fencing materials can cost anywhere between \$4,000 - \$20,000.00 depending on the type of fence installed. Both types of fencing that are being considered have strengths and weaknesses when it comes to wildlife value, maintenance, and financial cost. FWS will work with Pima County to conduct a cost-benefit analysis to find the most efficient way forward using the funds.

### **Indirect Cost Statement:**

We are a U.S. state or local government entity receiving \$35 million or less in direct Federal funding. We have not prepared an indirect cost rate proposal and documentation per 2 CFR §200, Appendix VII, and elect to charge the de minimis rate of 10% of Modified Total Direct Costs as defined in 2 CFR §200.1. We understand we must use this methodology consistently for all Federal awards until we choose to establish a rate per 2 CFR §200. We understand we must notify the Service in writing if we establish a rate that changes the methodology used to charge indirect costs during the award period. We understand that additional Federal funds may not be available to support an unexpected increase in indirect costs during the project period and that such changes are subject to review, negotiation, and prior approval by the Service.

**Figure 1**

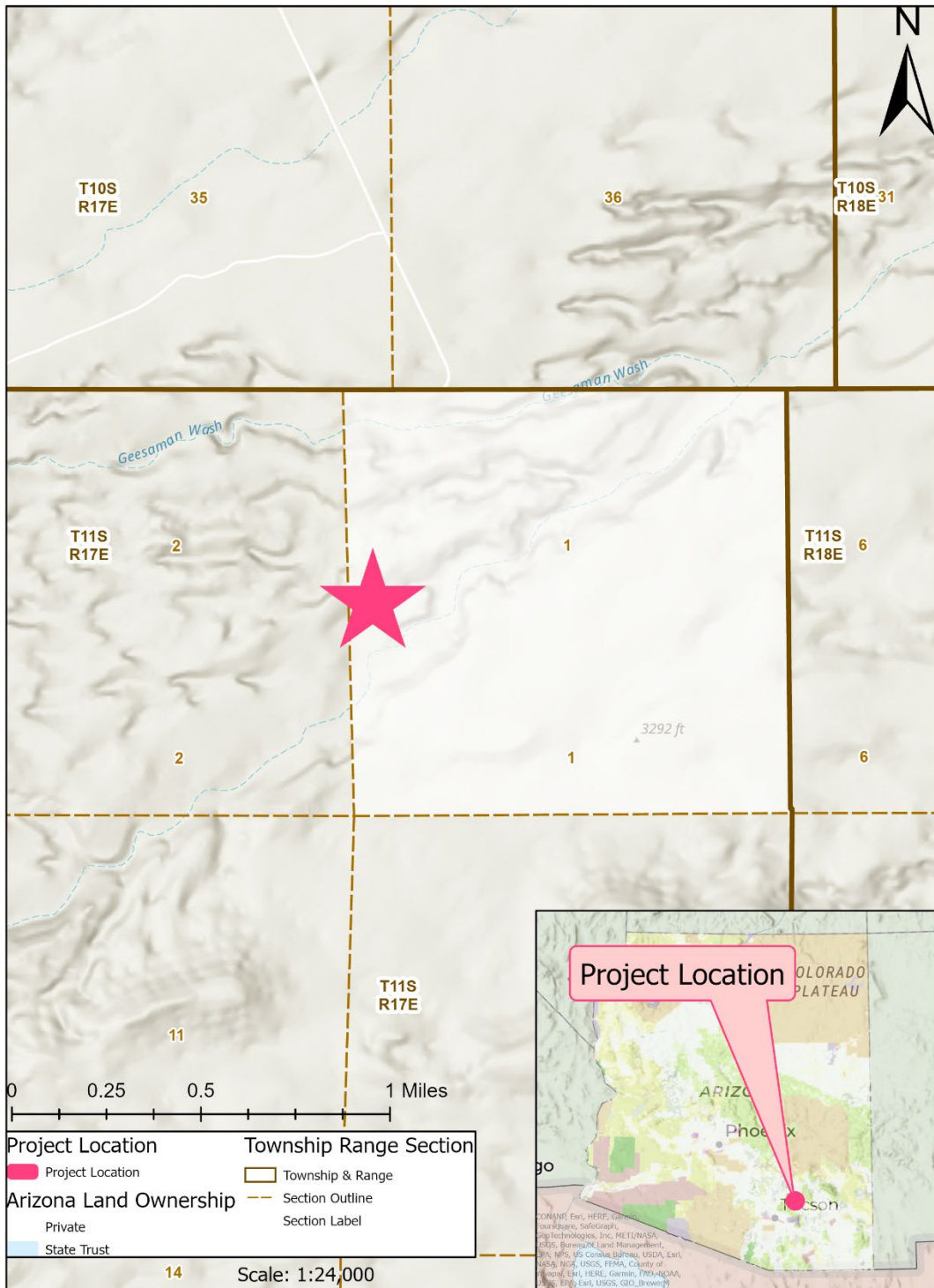


Figure 1: Topographic map showing the location of the project on a 1:24,000 scale, with an inset map showing location of the project in the state.

