

Landowner Agreement No: F14AC

Cost Structure: FF02EAAZ00

PARTNERS FOR FISH AND WILDLIFE PROGRAM LANDOWNER AGREEMENT

This Landowner Agreement (Agreement), dated July 1, 2014 between Pima County, a body politic and corporate (Landowner) and the U.S. Fish and Wildlife Service (USFWS) is entered into pursuant to 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 of, or within, parts of Township 16S, Range 10E, section 18 and Township 13S, Range 9E, sections 9 and 10.

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 the 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 July 1, 2024. This Agreement may be modified at any time by mutual written consent of the parties. It may be terminated by either party upon thirty (30) days advance written notice to the other party. However, if the Landowner terminates the Agreement before its expiration, or if the Landowner 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 \$28,000.00.

Landowner:

The Landowner or its 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 Agreement.

The Landowner 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 or must allow the habitat restored under this award to remain in place without interference. The Landowner must maintain habitat 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. Technical advice and support will be provided by participating agencies in the application for the permit(s). The Landowner agrees to identify 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 Landowner's 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 prior to accessing the Landowner's property to implement the project described in Exhibit A, and to 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.

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.

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

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

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Signatures:

FOR PIMA COUNTY (THE LANDOWNER):

Sharon Bronson, Chair, Board of Supervisors
Pima County

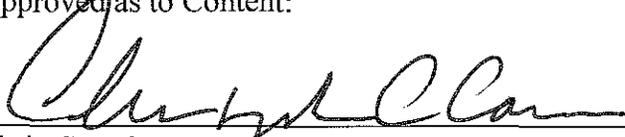
Date

ATTEST:

Robin Brigode
Pima County Clerk of Board

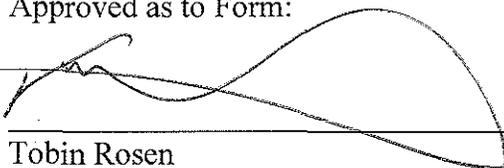
Date

Approved as to Content:



Chris Cawein
Pima County Natural Resources, Parks and Recreation

Approved as to Form:



Tobin Rosen
Civil Deputy Pima County Attorney

FOR THE U.S. FISH AND WILDLIFE SERVICE:

Kris Randall, USFWS Partners for Fish and Wildlife Program Biologist

Date

Steve Spangle, Arizona Ecological Services Field Supervisor

Date

EXHIBIT A

The habitat improvements described below are agreed to by Pima County and the USFWS in a Landowner Agreement dated July 1, 2014.

Description of Habitat Improvement Projects and Objectives:

There will be two (2) projects conducted under this agreement:

- Verdugo Wildlife Drinker/Viewing Site
- Lord's Ranch Invasive Species Control

The proposed project objectives are:

- Install a solar well and wildlife drinkers for year-round wildlife habitat and watchable viewing opportunities.
- Control invasion of buffelgrass on high biological importance lands under the Sonoran Desert Conservation Plan to protect native habitats/wildlife.

This Cooperative Agreement will provide funding to the Pima County Natural Resources, Parks and Recreation Department (NRPR) 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.

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.

Verdugo Habitat Enhancement

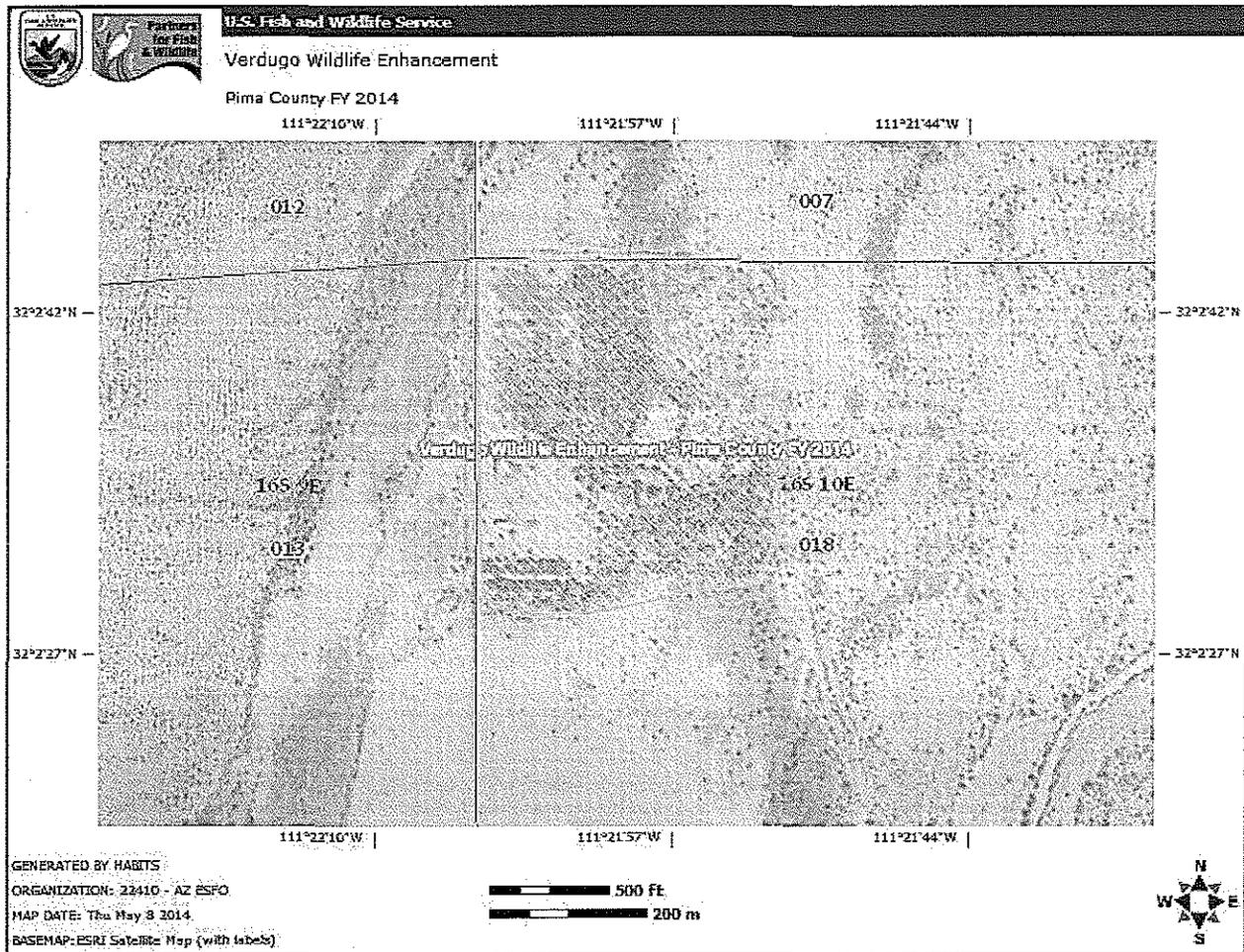
Verdugo is a Pima County Regional Flood Control District property managed by NRPR. The property is a 40 acre parcel prone to sheet flooding along the Brawley Wash, west of Tucson and south of Three Points, Arizona. The site is surrounded by lands managed primarily by Pima County and the City of Tucson as open space habitats. Pima County owns, or has management tenure, on approximately 7,500 acres in the immediate area and has fee title lands on three sides of the property. The City of Tucson owns the property on the eastern side, which it acquired for water rights, and that site is currently closed to most visitation and use.

The project proposed will utilize an existing well on the site to establish a year-round water source for wildlife and to create a watchable wildlife site with viewing blinds/points. Water from overland flow is currently harvested seasonally at the site in manmade depressions. This project would add at least two permanent drinker sites capable of providing water to all wildlife but will also enhance some of the ephemeral pooling sites to hold runoff for longer portions of the year and support enhanced structural diversity with a more diverse shrub/forb and tree community. Past agricultural uses, overgrazing and groundwater levels dropping along Brawley Wash due to

main stem channel down cutting, have created an area with many acres of almost barren soil. The Verdugo property is a green oasis of vegetative cover. Consequently, all forms of wildlife utilize the property when water is available, both seasonally and as resident wildlife.

The project area will be available for public use on an NRPR permit basis. The site would be added to other Open Space areas where NRPR controls access by locking gates and allowing limited daily use by making free permits available only through the NRPR office.

The project will include converting an existing well to solar power to supply water for wildlife. A 1,000 gallon storage tank will be added to the system to aid water delivery at the site. New pipe will connect the well and storage tank to a new permanent wildlife drinker and two pool sites. Natural depressions at the site will be lined in order to retain water for longer periods of time yet still allow water to percolate into surrounding soils. Two wildlife viewing blinds with bench seating will be installed facing the permanent water points and runoff pools. To enhance the habitat, 30-50 native plantings (trees and shrubs) will be installed to enhance wildlife use and habitat values.



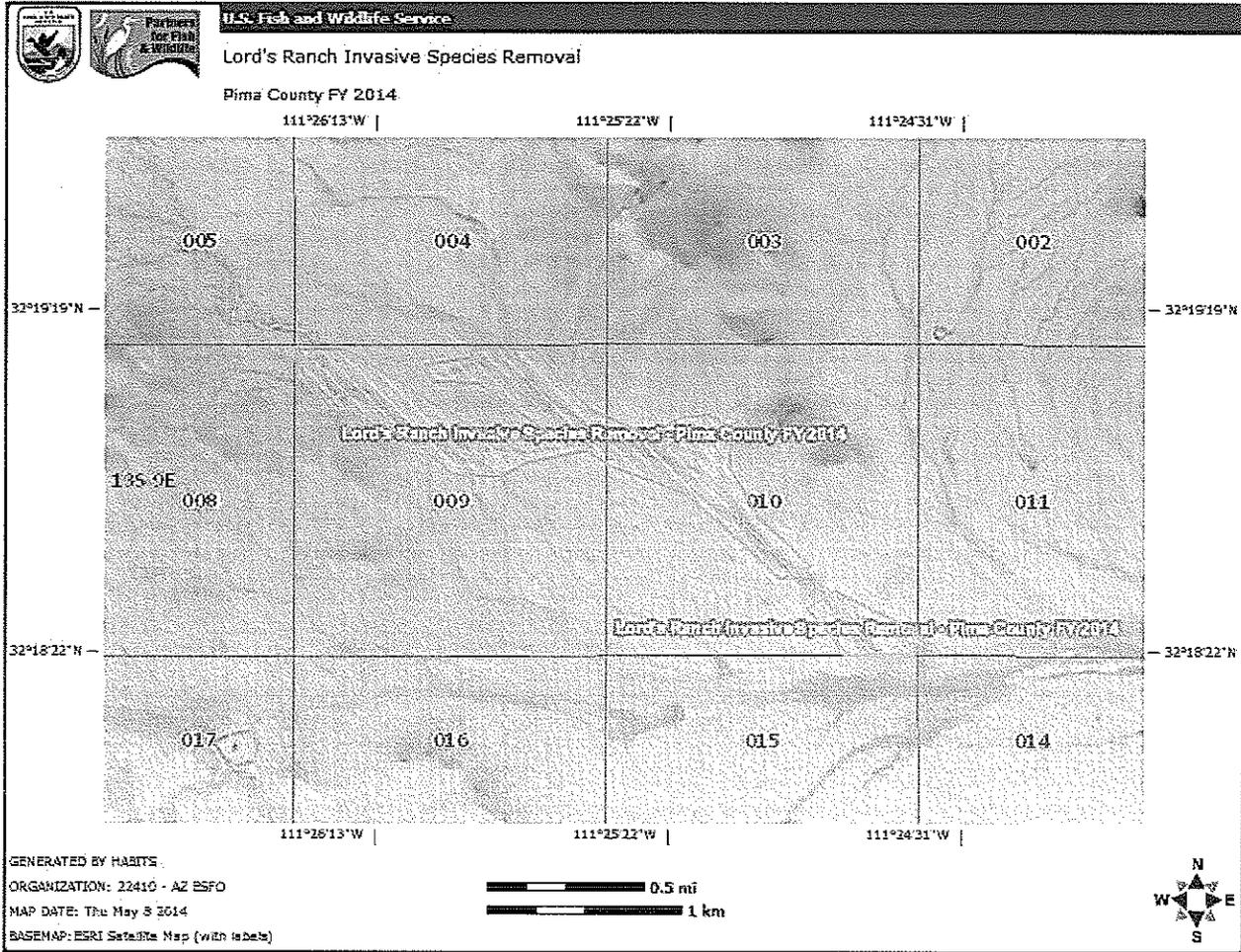
Map 1: Enhancement area at Verdugo.

Lord's Ranch Invasive Species Control

Pima County acquired Lord's Ranch in 2013. The 640 acre parcel was a private inholding within the Ironwood Forest National Monument. The property was acquired for diverse wildlife values and as potential mitigation lands for the cactus ferruginous pygmy owl (*Glaucidium brasilianum cactorum*). The site lies about 12 miles west of Sandario Road and south of Avra Valley Road within Township 13S, Range 9E, Sections 9 and 10.

The site has been managed as open space lands and no development or use of the property has occurred since acquisition. NRPR routinely monitors the property. Within the past 4 years NRPR staff has heard indications of cactus ferruginous pygmy owl presence during calling surveys conducted on site. The site has had a significant expansion of buffelgrass (*Pennisetum ciliare*) invasion over the past 4 years. Minor work was done on one corner of the property in 2012. The Bureau of Land Management (BLM), adjacent land owner on two sides of the property, also wants to conduct control efforts for buffelgrass in area. There are several hundred acres of the property that need control activity over a 3 year effort. Most of the invasion has been confined to the riparian drainages and several adjacent hillsides.

NRPR will coordinate control efforts with BLM to do a full site spray project over at least three consecutive summer growing seasons. New growth would be sprayed and the site monitored during the fall to assess effectiveness of spray activity and mapping of sites for planning the next season's efforts. The spray activity will follow previous and accepted methods for control of buffelgrass utilizing herbicides that will have minimal or no impact on wildlife or non-target species like shrubs, cacti and trees. The National Park Service is finalizing a local EA process on similar methods and herbicides for buffelgrass control on lands under its jurisdiction. Pima County will use certified spray technicians to spray herbicide from ATV mounted tank sprayers and individual backpack sprayers. Pima County will not engage in any physical plant pulling control efforts so no ground disturbing work will be performed at this site. Dead grass will be allowed to disintegrate and mulch in place. It is expected that after 3 seasons of control efforts Pima County will have reduced the infestation and active seed bank by well over 80%. Additional maintenance control efforts will be conducted by NRPR in the future, but on a reduced scale due to knocking back the invasion on the site in coordination with efforts by BLM on adjacent lands.



Map 2: Areas of invasive species removal on Lord’s Ranch.

Acres Improved

Project Summary	Restoration	Enhancement	Establishment	Total
Upland Acres		272		272
Wetland Acres				
Stream Channel Miles				
Shoreline Miles				
Other Structures				

USFWS will: review in a timely manner project plans, including redirecting the work effort if the plans do not address critical programmatic issues. The USFWS will conduct periodic project review meetings to ensure adequate progress and that the work is accomplishing the project goals and objectives. The USFWS will help redirect work or shift work if needed. The USFWS will serve as a scientific/technical liaison between the Landowner and other programs.

The Landowner will: provide the land for restoration. Pima County will contract with a certified archaeologist to perform cultural resource surveys of all land where ground disturbing work will occur. Pima County will submit these reports to the USFWS for submission to the State Historic Preservation Office. Pima County will complete the work or hire competent and certified contractors to do the work.

Budget Table:

Object Class Categories ^a	Partners				Totals
	Landowner	USFWS Partners Program	USFWS Other Programs	Other Non-USFWS	
Personnel	\$5,000.00	\$4,000.00	\$	\$	\$9,000.00
Fringe benefits	\$	\$	\$	\$	\$
Travel	\$500.00	\$1,000.00	\$	\$	\$1,500.00
Equipment	\$3,000.00	\$	\$	\$	\$3,000.00
Supplies	\$	\$18,000.00	\$	\$	\$18,000.00
Contractual	\$	\$5,000.00	\$	\$	\$5,000.00
Other	\$	\$	\$	\$	\$
Totals	\$8,500.00	\$28,000.00	\$	\$	\$36,500.00

^a The total cost-share by the Cooperator, Service and Landowner must remain the same, however allocations by category may be redistributed upon prior approval by the Service

Any work to be completed for the habitat improvement projects may be modified with the mutual agreement of the aforementioned parties.

Budget Narrative:

The budget includes funds to complete projects at Verdugo and Lord’s Ranch. Before work may begin at Verdugo a cultural clearance will need to be performed. The survey will be contracted out by Pima County to a certified archaeologist. The funds for this service are included in the “contractual” category. Archaeologists on staff at Pima County will coordinate this process and their time is accounted for in the Landowner match column.

No equipment with a per unit cost of more than \$5,000.00 will be purchased with Partner’s funds under this Agreement. However, Pima County owned equipment will be used during the installation of the projects.

The majority of the budget is expected to be spent on supplies for the projects. Examples of items that may be purchased for the Verdugo project include 1,000 gallon storage tank, pipe, pond liner, blinds, seating, and native vegetation. Examples of supplies anticipated for Lord’s Ranch include herbicide, safety equipment, and tools.