



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: 11/12/2024

*= Mandatory, information must be provided

Click or tap the boxes to enter text. If not applicable, indicate "N/A".

***Title:**

Memorandum of Understanding with U.S. Fish and Wildlife Service for the Santa Cruz River Wildlife Partnership

***Introduction/Background:**

Pima County has a long history of conservation and restoration along the Santa Cruz River. Recent activities include a development of a management strategy for the river by the Regional Flood Control District, participation in the Living River and Living River of Words projects, conservation activities for sensitive and endangered species, and support for creation of an urban wildlife refuge. Since 2014, Pima County has been discharging highly treated wastewater into the Santa Cruz River, which promoted aquifer recharge and improved water quality. Local leaders, alongside restoration volunteers, have created over 17 miles of vibrant habitat that has been foundational to the recovery of native species and habitat. Collaborations between governments, academics, non-profits and volunteers have helped establish the importance of the river corridor for wildlife and connectivity to the surrounding Sky Island mountain ranges.

***Discussion:**

This MOU is a formal step that will promote a regional partnership developed around the Santa Cruz River and could result in future resources from the Federal government toward river restoration and protection. This MOU is intended to pair with MOUs signed by Santa Cruz County and the City of Tucson.

***Conclusion:**

Participation in the Santa Cruz River Wildlife Partnership supports the continuation and formalization of a partnership to promote conservation of wildlife and cultural resources along to the Santa Cruz River and provide continued and enhanced public participation in educational and stewardship activities along the river.

***Recommendation:**

Board of Supervisors approve entering into the MOU with USFWS.

***Fiscal Impact:**

No financial commitment is associated with this MOU.

***Board of Supervisor District:**

- 1 2 3 4 5 All

Department: Conservation Lands and Resources Telephone: 520-724-5000

Contact: Kris Gade Telephone: 520-724-6451

Department Director Signature: *Kristy Gade* Date: 10/29/2024

Deputy County Administrator Signature: *[Signature]* Date: 10/29/2024

County Administrator Signature: *[Signature]* Date: 29 Oct 2024

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. FISH AND WILDLIFE SERVICE, SOUTHWEST REGION,
PIMA COUNTY
AND
PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT

I. Purpose & Scope

The purpose of this Memorandum of Understanding (MOU) is to the cooperation between the U.S. Fish and Wildlife Service-Southwest Region (Service / FWS), Pima County, and the Pima County Regional Flood Control District (RFCD), hereinafter referred to as "the Parties", to benefit mutual goals of the Santa Cruz River Wildlife Partnership. The Parties agree to work cooperatively to achieve the following objectives: to provide environmental education to foster stewardship of natural, cultural, and wildlife resources; to jointly plan and implement mutually beneficial educational/outreach programs; to design and develop wildlife habitat and conduct activities consistent with each of the Parties missions and goals; and to explore opportunities that enhance the continued operations and maintenance of the Santa Cruz River Wildlife Partnership.

This MOU is entered into in accordance with the following provisions and any incorporated modifications.

The Service recognizes the advantages of cooperating with the Pima County and RFCD in accomplishing community service projects, and at the same time, working with youth, identifying project opportunities, and providing space to inform, and be informed by, the public about the principles and practices of wildlife and resource management and conservation.

The importance of engaging communities in the conservation needs of the nation, to gain an appreciation for natural resources through instilling a land ethic, and to recruit a culturally diverse conservation workforce which reflects the nation's communities, cannot be understated. Working in collaboration with the Pima County, RFCD, and other conservation organizations, this MOU will serve to develop and implement an inclusive and cohesive environmental awareness and education program by bringing our message to where urban youth live.

II. Authorities

This MOU between the Service, Pima County, and RFCD is hereby entered into under the authority of The Fish and Wildlife Coordination Act (16 U.S.C. § 661 et seq.), The Fish and Wildlife Act of 1956 (16 U.S.C. § 742a et seq.), and the National Wildlife Refuge System Volunteer and Community Partnership Enhancement Act of 1998 (16 U.S.C. § 742f).

III. Statement of Mutual Interest and Benefits

The Service's mission is to work with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.

The mission of Pima County, Arizona, is to enhance the quality of life for its residents by providing effective, efficient, and responsive services that promote health, safety, and well-being. The

County is committed to responsible stewardship of resources, sustainable development, and fostering a supportive community through collaboration and public engagement.

By entering into this MOU, all parties recognize that they have common goals, which include:

1. Community engagement that is diverse and inclusive and supports and encourages community involvement in conservation activities that promote stewardship of local natural and cultural resources.
2. Collaboration between parties that foster cooperative efforts in conservation projects and initiatives that benefit both the environment and the community. Collaboration can encourage resource sharing such that data, resources, and expertise are exchanged to enhance community awareness and involvement in conservation efforts.
3. Sustainable practices that promote best practices in land use and resource management among areas to support biodiversity, habitat protection, and promotion of the health and quality of life of community members.

IV. Responsibilities

To actively promote the goals of this MOU, the Parties agree as follows:

- A. **Pima County and RFCD**, in partnership with the Service, will:
 1. Identify, in cooperation with the Service at the Field Office level, cooperative projects that fall within the scope of this MOU.
 2. Make available sufficient Pima County and RFCD personnel to conduct activities as described in this MOU and any modifications to it.
 3. Have sole responsibility and authority over all Pima County and RFCD employees working on projects under the scope of this MOU.
 4. Handle all administrative records required for Pima County and RFCD under this MOU.
- B. The **Service**, in partnership with Pima County will:
 1. Identify, in cooperation with Pima County and RFCD, cooperative projects within the scope of this MOU.
 2. Make available sufficient Service personnel to conduct activities as described in this MOU and any modifications to it.
 3. Ensure all legal and Service requirements associated with project design and implementation have been met prior to commencement of project work.

V. It is Mutually Agreed and Understood by and between the parties that –

1. MOU implementation – No later than 120 days after the signing of the MOU, the parties will develop and finalize a mutually agreed upon implementation plan to guide the execution of this MOU. The plan will identify actions, projects, and/or events to be considered for implementation by the parties during the current federal fiscal year, points of contact related to MOU implementation, as well as identify necessary resources to implement the actions identified in the plan. The Parties will annually

collect and report information summarizing the activities and accomplishments realized during MOU implementation.

2. This MOU is intended solely for the purpose of facilitating cooperation between the Parties and creates no rights in third parties or the right to judicial review. This MOU is not a contract, Federal rule or regulation. This MOU shall not be construed as, or interpreted to be, a final Federal agency action.
3. This MOU shall not obligate any Party to expend funds or involve the agencies in any contract or other obligations for the payment of money.
4. This MOU and the implementation plan will not interfere with the RFCD's responsibility to operate and maintain flood control facilities.
5. This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement or contribution of funds between the Parties to this MOU will be handled in accordance with applicable laws, regulations and procedures including those for Government procurement and printing. This MOU does not establish authority for noncompetitive awards to the cooperator of any contract or other agreement. Any contract or agreement for other services must fully comply with all applicable requirements for competition.
6. **Governing Law:** The construction, validity, performance, and effect of this entire MOU shall be governed by the laws of the United States of America. This MOU is subject to all applicable Federal laws, regulations, and rules, whether now in force or hereafter enacted or promulgated. Nothing in this MOU shall be construed in any way impairing the general powers of the Service under such applicable laws, regulations and rules. Nothing in this MOU is intended to alter, limit, or expand the Service's statutory and/or regulatory authority.
7. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80, the Service will be liable for the negligent or wrongful acts or omissions of its officers or employees while acting within the scope of their office or employment.
8. **Participation in Similar Activities:** This MOU in no way restricts the Service, the County or RFCD from participating in similar activities with other public or private agencies, organizations, and individuals.
9. **Members of the U.S. Congress:** Pursuant to 41 U.S.C. § 22, no U.S. member of, or U.S. delegate to Congress shall be admitted to any share or part of this instrument, or benefits that may arise therefrom, either directly or indirectly.
10. **Freedom of Information Act (FOIA):** Any information furnished to the USFWS under this MOU may be subject to the Freedom of Information Act (5 U.S.C. § 552).
11. **Anti-Discrimination:** This MOU is subject to all Federal statutes relating to nondiscrimination, including without limitation Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendment of 1972.

12. Anti-Deficiency Act: Implementation of this MOU by the Service is subject to the requirements of the Anti-Deficiency Act and the availability of appropriated funds. Nothing in this MOU will be construed by the parties to require the obligation, appropriation, or expenditure of any money from the U.S. Treasury. The Parties acknowledge that the Service will not be required under this MOU to expend any federal agency's appropriated funds unless and until an authorized official of that agency affirmatively acts to commit to such expenditures as evidenced in writing.
13. Integration, Counterparts, and Severability: This MOU is the entire and final understanding among the Parties and supersedes all prior agreements regarding the subject matter hereof. This MOU may be executed electronically or otherwise in counterparts with the same effect as if all original signatures were on the same document and all such counterparts will together constitute one and the same document. If any provision of this MOU is held to be invalid or unenforceable, the other provisions will not be affected thereby.
14. Federal Advisory Committee Act: The Parties will comply with the Federal Advisory Committee Act (Public Law 92-463) to the extent that it applies.
15. Promotions – Promotional materials (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications) representing the FWS will be reviewed and agreed upon by FWS prior to publication. No release of information relating to this agreement may state or imply that FWS approves of Pima County and RFCDD's work product or considers Pima County and RFCDD's work product to be superior to other products or services.
16. Public Information Release – Pima County and RFCDD must obtain prior approval from the FWS contacts noted above for any public information release which refers to the FWS or employee (by name or title), or to this agreement. The specific text, layout, photographs, logos, etc. of the proposed release must be submitted with the request for approval.
17. This MOU may be modified, revised, or amended at any time by mutual agreement of the Parties. Any changes, modification, revisions, or amendments to this MOU shall be incorporated by written instrument, signed by all Parties and will be effective in accordance with the terms and conditions contained herein.
18. This MOU may be terminated by any Party after providing 30 days written notice.

VI. Project Contacts

For the Service:
Arizona Ecological Services Field Office
Name: Sarah Gandaria
Address: 201 N. Bonita Ave, STE 141
City/State/Zip: Tucson, AZ 85745
Phone: 520-848-4734
Email: sarah_gandaria@fws.gov

For Pima County:
Conservation Lands and Resources
Name: Kris Gade
Address: 201 N. Stone Ave., 6th Floor
City/State/Zip: Tucson, AZ 85701
Phone: 520-724-6451
Email: kris.gade@pima.gov

For Pima County RFCD:
Name: Eric Shepp
Address: 201 N. Stone Ave., 9th Floor
City/State/Zip: Tucson, AZ 85701
Phone: 520-724-4610
Email: eric.shepp@pima.gov

VII. Period of Performance / Duration

1. This MOU becomes effective upon the date last signed and executed by the duly authorized representative of the Parties to this MOU.
2. This MOU shall remain in effect for ten years from the execution date unless terminated, extended, or cancelled prior to the expiration date.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding on the day, month, and year indicated:

FOR PIMA COUNTY:

Signature
Adelita S. Grijalva, Chair, Pima County Board of Supervisors

Date

FOR PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT:

Signature

Adelita S. Grijalva, Chair, Pima County Board of Directors

Date

FOR THE U.S. FISH AND WILDLIFE SERVICE:

Signature

Amy Lueders, Southwest Regional Director

Date