



BOARD OF SUPERVISORS AGENDA ITEM REPORT AWARDS / CONTRACTS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: 8/5/2025

* = Mandatory, information must be provided

or Procurement Director Award: ☐

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

Arizona Game and Fish Department

***Project Title/Description:**

Bat Monitoring in Support of Pima County's Multi-species Conservation Plan and Section 10 Permit

***Purpose:**

Perform bat monitoring at approximately 22 bat roost sites in support of the County's Section 10 permit and Multi-species Conservation Plan

***Procurement Method:**

This IGA is a non-Procurement contract and not subject to procurement rules.

***Program Goals/Predicted Outcomes:**

The Arizona Game & Fish Department (Wildlife Contracts Branch) will assist Pima County to fulfill its obligation for bat monitoring under the terms of the Section 10 (Incidental Take) Permit from the United States Fish and Wildlife Service. Arizona Game & Fish Department (Wildlife Contracts Branch) will inventory and monitor select sites and report findings to Pima County.

***Public Benefit:**

Pima County residents have strongly supported conservation efforts, including the County's acquisition of open-space lands for recreation, flood control and mitigation, and wildlife habitat. The County's commitment to ensuring these investments are held responsibly in the public trust include actions such as implementing the Section 10 permit. This permit provides a mechanism for ensuring that public and private development activities are streamlined, while also complying with the Endangered Species Act. Some of the County's open-space lands serve as mitigation for these activities, but the County must monitor these lands as part of the Ecological Monitoring Program. Bat roost monitoring is a required element of the Section 10 permit and fulfilling the County's obligations will ensure that future development activities proceed without costly delays.

***Metrics Available to Measure Performance:**

Number of surveys completed and number of sites assessed.

***Retroactive:**

No

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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: PO Department Code: CLR Contract Number (i.e., 15-123): PO2500021416
Commencement Date: August 5, 2025 Termination Date: March 31, 2027 Prior Contract Number (Synergen/CMS): _____
☒ Expense Amount \$ 27,117.20 * ☐ Revenue Amount: \$ _____

***Funding Source(s) required:** Conservation Lands and Resources General Fund

Funding from General Fund? ☒ Yes ☐ No If Yes \$ 27,110.20 % 100

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: _____ Department Code: _____ Grant Number (i.e., 15-123): _____

Commencement Date: _____ Termination Date: _____ Amendment Number: _____

☐ Match Amount: \$ _____ ☐ Revenue Amount: \$ _____

***All Funding Source(s) required:** _____

***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)?**

Contact: Brian Powell

Department: Conservation Lands and Resources

Telephone: 520-724-5253

Department Director Signature: Kristy Gade

Date: 7/16/2025

Deputy County Administrator Signature: [Signature]

Date: 7/18/2025

County Administrator Signature: [Signature]

Date: 7/21/2025

Agreement # 25-06180929

COLLECTION AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH DEPARTMENT
AND PIMA COUNTY

This Collection Agreement ("Collection Agreement") is entered into between the Arizona Game and Fish Department ("Department") and Pima County pursuant to the Memorandum of Understanding dated March 1, 2022 between the Arizona Game and Fish Commission ("Commission") and Pima County.

WHEREAS, the Department acts under the authority of the Commission and is authorized to enter into this Collection Agreement pursuant to A.R.S. § 17-231(B)(7);

WHEREAS, Pima County is a political subdivision of the State of Arizona and is authorized to enter into this Collection Agreement pursuant to A.R.S. §§ 11-251 and 11-952;

WHEREAS, the Department has statewide management authority for wildlife;

WHEREAS, Pima County has adopted the biological goal of the Sonoran Desert Conservation Plan which is to protect all the plants and animals in Pima County and the ecosystem structure and function upon which they depend; and

WHEREAS, Pima County has purchased and leased over 200,000 acres of land to help meet the biological goal of the Sonoran Desert Conservation Plan; and

WHEREAS, Pima County has an approved Multi-species Conservation Plan that calls for bat monitoring;

NOW, THEREFORE, it is the understanding of the Parties that:

I. Pima County shall:

- A. Provide the Department with an amount not to exceed twenty-seven thousand one hundred and seventeen dollars and 20 cents (\$27,117.20) to perform bat monitoring at approximately 22 bat roost sites.
- B. County will pay Department at the rates described in **Exhibit A: Scope of Work (4 pages)**.

II. The Department shall:

- A. Provide services in Exhibit A in coordination with County staff.
 - B. Department will invoice County in accordance with Exhibit A, and in any event, the project will be completely invoiced no later than March 31, 2027.
3. Effective Date and Duration. This Collection Agreement is effective as of the last signature date and expires on March 31, 2027.
 4. Termination Generally. Either Party may terminate this Collection Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant

to this Collection Agreement shall cease and Pima County shall not incur any new obligations for the terminated portion of the Collection Agreement and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to Pima County for Pima County's share of the non-cancelable obligations properly incurred by Pima County up to the effective date of the termination.

5. Notices. All written notices concerning this Collection Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:
 - A For the Department:
Clay Crowder, Assistant Director, Wildlife Management
5000 W Carefree Highway
Phoenix, Arizona 85086
928-245-8662
ccrowder@azgfd.gov
 - B For Pima County:
Kris Gade
Director, Pima County Conservation Lands and Resources
201 N. Stone, 6th Floor
Tucson, Arizona 85719
520-724-6451
Kris.Gade@pima.gov
7. Non-discrimination. In carrying out the terms of this agreement, the Parties agree to comply, to the extent they apply, with Executive Orders No. 2023-01 and No. 99-09 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference, and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
8. Audit. In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Collection Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Collection Agreement. Upon request, Party shall produce original of any and all such records.
9. Records Retention. In accordance with A.R.S. § 41-151.12 (Schedule GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Collection Agreement shall be retained for six (6) years after completion of this Collection Agreement.
10. Arbitration. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Collection Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. pursuant to A.R.S. § 38-511.
11. Termination for Conflict of Interest. This Collection Agreement is subject to termination
12. Termination for Non-Availability of Funds. Every obligation of the Parties under this Collection Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Collection Agreement are not allocated or are not available, this Collection Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no

further obligation or liability under this Collection Agreement other than for payment of services rendered prior to the expiration of funding.

13. 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 officers, officials, agents, employees, or volunteers. The State of Arizona, (State Agency) is self-insured per A.R.S. 41-621.
14. Data. The ownership and use of all documents prepared by the Department, including, but not limited to, drawings, specifications, calculations, maps, notes, files, sketches, lists, reports, or data (in paper or electronic form) ("Department's Documents") shall be governed by the Contract, including the rights granted to Pima County. To the extent not in conflict with the Contract, Pima County agrees that the Department's Documents are instruments of service, and the Department may retain an ownership interest therein. Specifically, to the extent allowed by Arizona law, the Department may record and use the Department's Documents for general scientific research and investigation, and to store such data and information in Department databases for authorized access by federal, state and local government entities and reputable researchers.
15. Other Agreements. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
16. Compliance with Applicable Law. All work performed pursuant to this Collection Agreement shall be in compliance with all applicable state and federal laws and regulations.
17. Severability. In the event that any provision of this Collection Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Collection Agreement and shall have no effect on the remaining provisions of this Collection Agreement, which shall remain in full force and effect.
18. Illegal Immigration. To the extent required by law, the Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Collection Agreement as of the date below:

ARIZONA GAME AND FISH DEPARTMENT



Clay Crowder, Assistant Director, Wildlife Management

June 17, 2025

Date

PIMA COUNTY BOARD OF SUPERVISORS


Rex Scott, Chairman

Date

Melissa Manriquez, Clerk of the Board

Date

Approved as to Form and Authority:

By: 

Kyle Johnson, Deputy County Attorney

6/10/2025

Date

By: James Odenkirk

Attorney, AZGFD

07/10/2025

Date

Approved as to Content:

By: 

Kris Gade, Director
Conservation Lands and Resources

7/16/2025

Date

Exhibit A: Scope of Work for Professional Services
Bat Monitoring in Support of Pima County's Multi-species Conservation Plan and Section 10 Permit

Background

Issued in 2016 by the U.S. Fish and Wildlife Service, Pima County's Section 10 Endangered Species Incidental Take Permit streamlines Endangered Species Act (ESA) compliance and provides regulatory certainty for the County and its regulated development community. The Section 10 permit and Pima County's associated Multi-species Conservation Plan (MSCP) covers 44 plant and animal species – 8 of which are federally listed, and 36 of which may become listed in the future. In return for this certainty around ESA compliance, Pima County has made a set of commitments in the MSCP outlining specific monitoring and stewardship obligations of the species and habitats covered by the MSCP. One of these commitments is to implement a monitoring program for four species of cave and mine-roosting bats covered by the MSCP.

Project description and Scope

This project is to assist Pima County in the implementation of its bat monitoring protocols and would use Pima County funds to contract services through an IGA with the Arizona Game & Fish, Wildlife Contracts Branch (AZGFD; herein Contractor) to monitor condition and use of habitat feature by bats on County owned and leased lands according to the following scope. Actual work performed may be all or a subset of these tasks, to be decided in coordination with Pima County, with particular attention to the annual timing of surveys given the seasonality of bat presence.

1. **Item 1:** Monitor the condition of and any use by bats in roosts previously identified in roost monitoring and assessments in Cienega Creek Natural Preserve and in Colossal Cave Mountain Park. Perform internal surveys and/or exit count surveys as the particular characteristics of a site may dictate, following internal survey and exit count survey protocols developed during prior rounds of Pima County bat monitoring efforts. Contractor will assess all of the sites within Cienega Creek Natural Preserve and Colossal Cave Mountain Park on the same day (i.e., one day for each site).
 - a. Approximately 11 soil piping caves in Cienega Creek Natural Preserve
 - b. Approximately 7 cave, crevice, and mine features in Colossal Cave Mountain Park (excluding Colossal Cave itself)
 - c. Conduct exit count at Korn Kob Mine in Buehman Canyon, Santa Catalina Mountains to determine the status of the cave myotis maternity colony.
 - d. Inventory several optional sites to assess their use as bat roosts, as mutually determined by the County and AZGFD.
 - e. Provide data and analysis in a brief report covering the site conditions, any relevant management needs, and bat species occupancy at monitored bat roosts.
2. **Item 2:** Monitor the condition of and any use by bats in roosts previously identified in roost monitoring and assessments on Pima County conservation lands. Perform internal surveys and/or exit count surveys as the particular characteristics of a site may dictate, following internal survey and exit count survey protocols developed during prior rounds of Pima County bat monitoring efforts.
 - a. Using exit counts, monitor the condition of and any use by bats in the Good Enough Mine on Rancho Seco (a collection of 4 adits) in mid to late June.
 - b. Conduct exit counts at Colossal Cave (Bandit's Escape, Bat Tunnel, and Main cave entrance on the same evening (coordinating with Cave staff beforehand) in June.
 - c. Conduct exit count (June) at Guijas Mine, Las Guijas Mountains on Rancho Seco.
 - d. Conduct exit count (mid-late September) at Korn Kob Mine, Santa Catalina Mountains in Buehman Canyon to assess its use as a seasonal lesser long-nosed bat roost.

- e. Provide data and analysis in a final report covering the site conditions, any relevant management needs, and bat species occupancy at monitored bat roosts.

Deliverables

The following deliverables will be provided to CLR staff:

1. FY 25 Monitoring: An interim summary will summarize the work done in FY 25, if any, and findings from the bat roost site surveys (i.e. the number of each species observed at each site), but does not need to include full analysis, methods, condition assessments, or recommendations;
 - a. Draft interim summary report to be submitted by June 30, 2025.
 - b. Final interim summary report to be submitted by July 31, 2025.
2. FY 26 to FY 26/27 Monitoring: A draft and final report will summarize the data, methods, and output from the bat roost site surveys, include the results of initial roost condition assessments, and identify relevant monitoring and management recommendations;
 - a. Draft report to be submitted by November 30, 2026.
 - b. Final report to be submitted by December 31, 2026.

AZGFD responsibilities

1. One monitoring visit per site (timing dictated by the particular site and bat species life history) to assess bat use of identified roosts.
2. Methods may vary by site and physical access, but will follow protocols developed during prior bat monitoring by Pima County contractors.
3. Prior to visiting sites at Colossal Cave Mountain Park (at least 72 hours prior), provide notification to County staff Keith Knoblock (Keith.Knoblock@pima.gov), and Sami Hammer (Sami.Hammer@pima.gov). Prior to visiting Cienega Creek and Korn Kob Mine, please also notify Marisa Rice (Marisa.Rice@pima.gov). Prior to visiting sites on Rancho Seco please also notify Vanessa Prilesen (Vanessa.Prilesen@pima.gov). Coordinate with operator for surveys at Colossal Cave Mountain Park.
4. All equipment to be provided by AZGFD and/or its contractors.
5. Footwear and other relevant gear must be cleaned and sterilized according to the National White Nose Syndrome decontamination protocol ([White-Nose Syndrome \(whitenosesyndrome.org\)](http://WhitenoseSyndrome.org)).
6. All required insurance documentation, as indicated in the contract will be fulfilled before work begins.

Pima County responsibilities

1. Pima County Conservation Lands & Resources will provide information (maps, directions, keys, roost location information, etc.) on access to relevant Pima County lands, and assistance in obtaining access to visit those lands.
2. County staff will provide feedback within one week after receiving the draft final report.

Budget

The total cost for this contract will be \$27,117.20. See Table 1 for details.

Table 1. Budget for bat work. Following page has breakdown of direct labor rate, overhead, and profit.

Position	Hours	Billing Rate	Total Amount (36.3566% IDC, 0% profit)
bat site assessor	240	\$56.37161	\$13,529.19
bat site field technician	128	\$44.8087	\$5,735.51
Project manager	48	\$88.1355	\$4,230.50
	Miles		
Travel	1870	\$1.30	\$2,431.00
	Lodging		
	5	\$123.00	\$615.00
	Per Diem		
	8	\$72.00	\$576.00
Total			\$27,117.20

Note: Final payment for services outlined in this scope of work will not be processed until the final deliverables and scope items have been satisfactorily completed and approved by CLR and/or agency review.

Rate Information Table for Arizona Game & Fish, Wildlife Contracts Branch

Firm Name: Arizona Game & Fish, Wildlife Contracts Branch

Project/Contract Description: Bat Monitoring in Support of Pima County's Multi-species Conservation Plan and Section 10 Permit

Overhead %	36.3566%
Profit %	0%

	A	B	C	D
DISCIPLINE	DIRECT LABOR RATE (Personnel Hourly Rate +Benefits)	OVERHEAD	PROFIT	BILLING RATE
Bat Site Assessor	\$41.3413	\$15.03031	\$0	\$56.37161
Bat Site Field Technician	\$32.8614	\$11.9473	\$0	\$44.8087
Project Manager	\$64.636	\$23.4995	\$0	\$88.1355
Mileage rate (per mile)	NA	NA	NA	\$1.30

Formulas:

(A) Direct Labor Rate

(B) Overhead % x (A)

(C) Profit % x (A+B)

(D) Billing Rate (A+B+C)

* Note that AZGFD calculates their billing differently. This Pima County form uses a direct labor rate that includes hourly rate + benefits, with overhead of 36.3566% added to that for the final billing rate. In contrast, AZGFD uses an hourly rate + 43% of the hourly rate for benefits + 51.99% of the hourly rate for overhead. This may cause invoices to look slightly different than expected, but the final billing rate is equivalent for both methods of calculation.