



BOARD OF SUPERVISORS AGENDA ITEM REPORT

CONTRACTS / AWARDS / GRANTS

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: June 9, 2020

* = Mandatory, information must be provided

or Procurement Director Award ☐

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

U.S. Fish & Wildlife Service

***Project Title/Description:**

Memorandum of Understanding for Sonoran Desert Conservation Plan with U.S. Fish & Wildlife Service

***Purpose:**

At one time, Pima County had MOUs with all federal land managing agencies to cooperate in protecting cultural and natural heritage through the Sonoran Desert Conservation Plan. The MOUs expired in 2016 when Pima County received a Section 10 permit under the Endangered Species Act. We seek to renew the MOUs with federal land management agencies to maintain formal federal recognition of the Sonoran Desert Conservation Plan and to continue cooperating on various matters related to conservation of cultural and natural heritage that lie beyond the purview of the Section 10 permit.

***Procurement Method:**

This Agreement is a Non-Procurement Contract and not subject to Procurement rules.

***Program Goals/Predicted Outcomes:**

This new MOU formally recognizes Pima County's many conservation achievements: our ranch conservation program, our mountain parks, the Maeveen Behan Conservation Lands System, and thus provides a basis for possible revisions to federal land-use planning documents to achieve regional consistency. The MOU will facilitate efforts to implement meaningful conservation and mitigation for the full spectrum of plant and animal species native to Pima County. Joint efforts might include educating the public, sharing data, collaborating on data collection or publicity, or strategies to minimize impacts or manage invasive species. An MOU does not obligate either party to expend resources on behalf of the other, or to transfer money.

***Public Benefit:**

Without the agreement, there is no formal basis for federal agency recognition of the aspects of the Sonoran Desert Conservation Plan that lie outside the Section 10 permit. The Section 10 permit is focused on 44 covered species and covered activities, whereas the Sonoran Desert Conservation Plan includes the ranch conservation program, the native plant nursery, mountain parks and cultural heritage. The MOU facilitates cooperation on a broader range of activities benefits the public and the natural and cultural landscape than under the Section 10 permit alone.

***Metrics Available to Measure Performance:**

Better communication and collaboration among agencies to more consistently manage our natural and cultural resources, as well as providing the public with better information and education about the region.

***Retroactive:**

No.

To: CoB- 5-13-20
Ver. - 1
pgs - 4 (2)

Contract / Award Information

Document Type: CTN Department Code: SUS Contract Number (i.e., 15-123): 20*145
Effective Date: 6/9/2020 Termination Date: Perpetual 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.: _____
Effective Date: _____ New Termination Date: _____
Prior Contract No. (Synergen/CMS): _____

☐ Expense or ☐ 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): _____
Effective 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: Julia Fonseca

Department: Office of Sustainability and Conservation Telephone: 724-6460

Department Director Signature/Date: [Signature] 5/4/2020

Deputy County Administrator Signature/Date: [Signature] 5/6/2020

County Administrator Signature/Date: [Signature] 5/6/2020
(Required for Board Agenda/Addendum Items)



Board of Supervisors Memorandum

June 9, 2020

Memoranda of Understanding for the Sonoran Desert Conservation Plan with Saguaro National Park and U.S. Fish and Wildlife Service

Background

In 2015, Pima County had memoranda of understanding (MOUs) with nearly every local, state and federal land-managing agency for the development of the Sonoran Desert Conservation Plan. The state and federal MOUs were originally written circa 2000 and terminated upon Pima County's receipt of a Section 10 permit under the Endangered Species Act (Act). These MOUs supported the entire scope of the Sonoran Desert Conservation Plan including the ranch conservation program, the native plant nursery, mountain park expansion, wildlife and wildlife connectivity, and cultural heritage, not just the Section 10 permit. Because these state and federal MOUs provide an important mechanism to facilitate federal interaction and cooperation on the broader range of activities that support full implementation of the Sonoran Desert Conservation Plan, renewal is recommended.

Renewal of the MOUs with land management agencies is beneficial to maintain formal federal recognition of the Sonoran Desert Conservation Plan and to acknowledge ongoing cooperation on various matters related to cultural and natural heritage conservation beyond the Section 10 permit. Currently, new MOUs have been developed with the National Park Service and the U.S. Fish and Wildlife Service. We expect to forward additional MOUs in the future to re-establish cooperation with other agencies. The MOU with the National Park Service strengthens existing ties with Saguaro National Park on our joint interest in resource management in the Tucson and Rincon Mountains, as well as public education, cultural resource protections, and wildlife connectivity. The MOU with U.S. Fish and Wildlife Service facilitates enhanced collaboration on resource management and monitoring, beyond the 44 covered species in our Section 10 permit.

These MOUs do not obligate any expenditure of resources by any of the parties, but provide a basis for consensual collaboration in implementing the Sonoran Desert Conservation Plan.

Recommendation

I recommend approval and execution of the MOUs with the National Park Service and the U.S. Fish and Wildlife Service.

Sincerely,

A handwritten signature in black ink, appearing to read "C.H. Huckelberry", is written over a long, horizontal, slightly wavy line that extends to the right.

C.H. Huckelberry
County Administrator

CHH/anc – April 30, 2020

c: Carmine DeBonis, Jr., Deputy County Administrator for Public Works
Linda Mayro, Director, Pima County Office of Sustainability and Conservation

Pima County Office of Sustainability and Conservation

Project: Memorandum of Understanding to Implement the Sonoran Desert Conservation Plan between The US Fish and Wildlife Service and Pima County

Contractor: US Fish and Wildlife Service 9828 N. 31st Ave. #C3 Phoenix, AZ 85051

Amount: \$0.00

Contract No.: CTN-SUS-20*145

I. Parties:

This Memorandum of Understanding (MOU) is made as of June 9th 2020, between Pima County and United States Fish and Wildlife Service, hereinafter referred to as "Parties" to the Memorandum of Understanding.

II. Purpose:

This Memorandum of Understanding is written to reflect the cooperative intent of the Parties to implement the goals and objectives of the Sonoran Desert Conservation Plan, and provide a framework for cooperation among the Parties.

III. Responsibilities:

It is the responsibility of the participating Parties to work collaboratively and cooperatively to implement meaningful conservation and mitigation as part of the Sonoran Desert Conservation Plan (SDCP), recognizing the landscape-level vision embodied in the Maeveen Marie Behan Conservation Lands System and past investments made by Pima County and the Department of the Interior to preserve heritage and natural resources in Pima County.

IV. Goals and Objectives

Under this Memorandum of Understanding the Parties will work cooperatively to implement conservation and mitigation that:

- A. Complies with federal requirements under the Endangered Species Act, Clean Water Act, National Historic Preservation Act, and National Environmental Policy Act.
- B. Addresses species conservation and federal compliance issues through wildlife habitat and corridor protection; riparian protection and restoration; mountain parks; Pima County's ranch conservation program; and cultural and historic preservation.

- C. Ensures the long-term survival of the full spectrum of plants and animals that are indigenous to Pima County through maintaining or improving the habitat conditions and ecosystem functions necessary for their survival. Inherent within this broad goal are several objectives:
 - a. Promote recovery of federally listed and candidate species.
 - b. Where feasible and appropriate, re-introduce and recover species that have been extirpated from this region.
 - c. Maintain or improve the status of unlisted species whose existence in Pima County is vulnerable
 - d. Identify biological threats to the region's biodiversity posed by introduced and nonnative species of plants and animals, and develop strategies to reduce these threats and avoid additional invasive species in the future.
 - e. Identify causes that disrupt ecosystem functions within target plant communities selected for their biological significance, and develop strategies to reverse or mitigate them.
 - f. Promote long-term viability and mitigate for impacts to species, environments and biotic communities that have special significance to people in this region because of their aesthetic or cultural values, regional uniqueness, or economic significance.
- D. Facilitates the preservation of cultural and historical resources.
- E. Recognizes how sustainable ranching can facilitate healthy and diverse ecosystems, open space conservation, and the preservation of historic, traditional, and current land uses.
- F. Ensures the long-term fiscal viability of the land base, upholds property rights, and addresses quality of life issues for citizens.
- G. Seeks sufficiently broad and predictable regulatory assurances in order to achieve conservation goals while meeting economic needs of the community.
- H. Standardizes and integrates to the extent possible regulatory procedures and requirements, to ensure inter-jurisdictional consistency and reduce delay in permitting programs.
- I. Provides through the Maeveen Behan Conservation Lands System guidelines a mechanism to avoid, minimize, mitigate, and/or reduce to the extent possible the cumulative effects of land use on species of concern.

- J. Provides a basis for possible revisions and for amendments to federal land-use planning documents to achieve regional consistency in conservation planning and implementation.
- K. Facilitates effective long-range intergovernmental research and monitoring efforts, data and information sharing, and the development of adaptive management strategies.
- L. For the Parties, this Memorandum of Understanding is subject to all applicable federal and state laws, and nothing herein shall be construed to alter, amend or affect existing law.

V. Term:

This Memorandum of Understanding is effective from the date of signature until the Parties amend this Agreement, or a Party to the Agreement withdraws from participation in the Sonoran Desert Conservation Plan and memorializes that intent to withdraw in writing.

VI. Miscellaneous Provisions

- A. Amendments or renewals of this MOU may be proposed at any time during the period of performance by either Party and shall become effective upon approval by all Parties. No change to this agreement shall be binding upon any Party to the agreement unless, and until reduced to writing, and signed by all Parties.
- B. Funding. This MOU does not involve an exchange of funding. Any future funding that involves this MOU and the Parties will be conducted under separate contracts or cooperative agreement(s). 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.
- C. This MOU contains and embraces the entire agreement between the Parties hereto and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the Parties or their successors in interest.
- D. This MOU shall expressly prohibit discrimination against any person because of sex, sexual orientation, race, color, gender identity, socio-economic status, religious creed, marital status, ancestry, national origin, medical condition, age, and

disability, including HIV and AIDS. This MOU is subject to all Federal laws relating to nondiscrimination. These include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); and (b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686).

- E. The provisions of any statutes and/or regulations cited in this MOU may contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, it does not impose legally-binding requirements on the Parties, nor does it create a legal right of action for the Parties or any third party. Furthermore, this MOU does not create a right of action enforceable in a court of law for either of the Parties. Rather, this MOU contains procedural guidance to assist the Parties in carrying out actions pursuant to this MOU. This MOU is not a contract, Federal rule or regulation. This MOU shall not be construed as a final Federal agency action.
- F. 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. The Service's commitment to pay any lawful obligation or liability incurred by the Service under this agreement is backed by the full faith and credit of the United States.
- G. This MOU is governed by applicable Federal laws and regulations.

SIGNED AND ACCEPTED THIS 9th DAY OF JUNE, 2020.

PIMA COUNTY

U.S. FISH & WILDLIFE SERVICE

Ramón Valadez

Chairman, Board of Supervisors

Jeffrey A. Humphrey

Field Supervisor

Date

Date

ATTEST

Julie Castañeda

Clerk of the Board

Date