

MEMORANDUM OF UNDERSTANDING

Between the

USDA Natural Resources Conservation Service (NRCS)

And

Arizona Game and Fish Department (AGFD)

Introduction:

This Memorandum of Understanding (hereafter: MOU) is entered into between the Natural Resource Conservation Service (hereafter NRCS) and the Arizona Game and Fish Commission (hereafter: Commission).

WHEREAS, the Commission has primary statewide responsibility for management actions related to fish and wildlife within the state of Arizona;

WHEREAS, the AGFD acts under the authority of the Commission;

WHEREAS, the NRCS is responsible for providing voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on private and other non-federal land.;

WHEREAS, accordingly the NRCS has primary federal agency responsibility for conservation on private land;

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

This Memorandum of Understanding is entered into between the U.S. Department of Agriculture (USDA), Natural Resources Conservation Service, henceforth named "NRCS", and the Arizona Game and Fish Department, henceforth named "AGFD" will collaborate local efforts and resources on the Central Arizona Grassland Restoration and Watershed Partnership Program. NRCS and AGFD are engaged in complementary and compatible activities related to providing financial and technical assistance to agricultural and forest producers through provisions of the Regional Conservation Partnership Program (RCPP). Partnership activities include efforts to encourage conservation of natural resources through technical and financial assistance which may be provided to landowners and agricultural producers by both parties to the agreement. The Parties consider the management of fish and wildlife resources as a high priority and agree to work cooperatively to achieve a shared goal to manage, sustain, conserve and enhance those resources.

I. Authority

This Agreement is entered into in accordance with:

- A. Subtitle I of Title XII of the Food Security Act of 1985 as amended by section 2401 of the Agricultural Act of 2014.
- B. The authority of the Commission to enter into this MOU includes, but is not limited to:
 - 1. Arizona Revised Statutes §§ 17-231(A)(2) and 17-231(B)(7);
 - 2. Fish and Wildlife Coordination Act (16 U.S.C. 661-667e; the Act of March 10, 1934; Ch. 55; 48 Stat. 401), as amended 1946, 1958, 1978 and 1995; and
 - 3. The Endangered Species Act of 1973, as amended.

II. Background

RCPP is a voluntary conservation program that establishes specific parameters for working with eligible partner entities to provide financial and technical assistance to producers and landowners of eligible land. The assistance provided through this Memorandum of Understanding enables producers and landowners to install and maintain conservation activities to address priority natural resource concerns. The Secretary of Agriculture has delegated the authority for administration of RCPP to the Chief of NRCS who is Vice President of the Commodity Credit Corporation (CCC). AGFD submitted a request for NRCS program assistance to address priority natural resource concerns in one focus area within the high desert and semi-desert grasslands, known as the central Arizona Grassland Conservation Strategy. This includes parts of Yavapai, Coconino and Mohave Counties (see Attachment C – Map of Project Area). AGFD is an eligible partner entity and meets statutory requirements of RCPP to carry out activities specified in this agreement and work with eligible program participants to help implement conservation activities on eligible lands as defined in this agreement.

NRCS is the lead Federal agency for conservation on private land. In carrying out this role, NRCS provides voluntary conservation planning, technical and financial assistance to farmers, ranchers, and other landowners to address the natural resource concerns on the Nation's private and nonfederal land.

NRCS delivers RCPP assistance to eligible program participants within a defined project area through the authorities and rules of the Environmental Quality Incentives Program (EQIP), referred to throughout this MOU as “covered program”:

III. Purpose

The purpose of this agreement is to establish a partnership framework for cooperation between NRCS and AGFD on activities that involve implementation of conservation and wildlife management activities through covered programs on eligible lands within the approved project area.

IV. Responsibilities of Parties

A. NRCS will:

1. Provide on an annual basis, technical and financial assistance through the covered program as requested by the AGFD, and as available, to eligible producers and landowners located within the approved project area. Note: NRCS reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of AGFD to deliver resources or provisions of this agreement. EQIP contracts and agreements obligated with producers landowners as a result of this partnership agreement are assured of funding for the entire length of the approved contract or agreement and not subject to provisions of this partnership agreement regarding fund availability.
2. In the case of specific work projects or activities, NRCS will provide a maximum of \$1,500,000 as described in Attachment A– Plan of Work and Attachment B – Budget Sheet. Of the total NRCS funding reference above, \$1,275,000 will be devoted to fund EQIP contracts. The remaining \$225,000 will be set aside for NRCS technical assistance to ensure program delivery.
3. Implement and administer the covered programs to the extent possible to address identified RCPP project natural resource concerns. Such assistance includes use, as NRCS determines appropriate, of recommendations from AGFD for evaluation and ranking of program applications and expeditious obligation of approved contracts and agreements for eligible producers and landowners to facilitate timely implementation of activities within the project area.
4. Provide annual review and recommendations to AGFD regarding the RCPP project to ensure success and implementation of conservation activities and wildlife management related to this MOU.
5. Waive Adjusted Gross Income requirements for participating producers if the Chief of NRCS determines that the waiver is necessary to fulfill the objectives of this RCPP project.

B. AGFD will:

1. Complete items in Attachment A - Plan of Work.
2. In the case of specific work projects or activities that may involve funds, services, or property, AGFD and its partners will provide a maximum of \$(b)(4) as described in Attachment A – Plan of Work and Attachment B – Budget Sheet. AGFD reserves the right and authority to reduce or discontinue program benefits to support this partner agreement based upon funds availability, changes in agency priorities, or inability of third parties to deliver resources or provisions of this agreement.

3. Comply with the project "Budget" which identifies other funding sources which support technical or financial resources identified in Attachment A - Plan of Work.
4. Provide NRCS with updated estimates of the annual amount of program funding specifically needed to address identified priority natural resource concerns within the project area.
5. Provide NRCS with a list of suggested "ranking criteria" that could be used by NRCS for evaluation and ranking of eligible producer program applications. The suggested criteria shall relate to the RCPP project area objectives to address priority natural resource concerns.
6. Provide the NRCS agency representative with semi-annual reports during the project period and a final project report that documents project accomplishments and goals achieved. Such reports shall include activities and services that are provided by AGFD to program participants to help achieve objectives of the agreement. Reports shall also address partner efforts to monitor and evaluate implementation of conservation activities included in NRCS program contracts and other project activities within the approved project area. Additional report requirements, if appropriate and included in the RCPP proposal, shall include:
 - a. Numbers of NRCS program participants assisted and/or cooperating in the project effort.
 - b. Acres of project area addressed in NRCS program contracts and/or extents of conservation activities implemented in the project area each year and for the final project report.
 - c. Contributions from other agencies or organizations which help implement provisions of the agreement and further project objectives
 - d. Assistance provided to program participants to help meet local, State, and/or Federal regulatory requirements.
 - e. Information related to efforts to address water quality, water conservation, and other natural resource related concerns.
 - f. Efforts to provide innovation in applying conservation methods and delivery of NRCS programs, including new outcome-based performance measures and methods.
 - g. Efforts related to renewable energy production, energy conservation, mitigating effects of climate change, adaptation, or fostering carbon sequestration.
 - h. Efforts for outreach to, and participation of, beginning farmers or ranchers, socially disadvantaged farmers or ranchers, limited resource farmers or ranchers, Indian Tribes, and veteran farmers and ranchers within the project area.
7. Provide NRCS an assessment of the project's effects and at the conclusion of the RCPP project, report to NRCS on the results of the project and the funds leveraged. Such report will also include a summary for the entire project period of the information provided in the annual reports.
8. Privacy Act (Authority: 5 U.S.C. 301 and 552a; 31 U.S.C. 9701) Employee(s) shall not disclose any private or sensitive data which is contained in a system of records NRCS maintains,

by any means of communication to any person, or to another agency outside USDA, unless the disclosure is authorized in writing by NRCS. Employees whose duties require handling records in these systems must, at all times, protect the integrity, security, and confidentiality of private and/or sensitive data. Employees must exercise care so that information contained in these files is not inadvertently disclosed to families, friends, or others who have no need to know. Keep all private information in secure areas when not in use during office hours.

Examples of Private Data: Social Security number (SSN); tax identification (ID) number; employee National Finance Center ID; account numbers; and farm, tract, or common land unit numbers.

Examples of Sensitive Data: Name, address, or other geographic indicators; e-mail address; phone number; race; gender; ethnicity; disability; birth date.

C. It is mutually agreed upon by both parties:

1. To cooperate in developing and implementing conservation plans that address priority natural resource concerns in the defined project area.
2. That the designated representative of AGFD and the designated representative of NRCS will cooperate to develop procedures to ensure good communication and coordination at the various levels of each organization.
3. NRCS and AGFD and their respective agencies and offices will manage their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing the objectives of this agreement. Each party will carry out its own separate activities in a coordinated and mutually beneficial manner. Each party therefore agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to person or property resulting in any manner from the conduct of its own operations, and the operations of its agency or employees under this agreement, and for any loss, cost, damage or expense resulting at any time from failure to exercise proper precautions, of itself, its own agency or its own employees, while occupying or visiting the projects under and pursuant to this agreement. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).
4. That nothing in this agreement shall commit either NRCS or AGFD to obligate or transfer any funds or financial assistance that NRCS may provide to eligible program participants. Specific work projects or activities that may involve the transfer of funds, services, or property among AGFD and offices of NRCS will require execution of separate agreements and be contingent upon the availability of appropriated funds or technical services. Such activities must be independently authorized by appropriate statutory authority. This agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

5. That AGFD is responsible, without recourse to NRCS or USDA, for the settlement and satisfaction of all contractual and legal issues arising out of arrangements entered into between the AGFD and third parties to carry out project activities.
6. This agreement does not restrict either party from participating in similar activities with other public or private agencies, or organizations, and individuals.

V. Expected Accomplishments and Deliverables

- 1. This project will restore approximately 10,000 acres of grassland habitat in the focal area through EQIP participation with producers and by partner-driven restoration projects with landowners/producers.**
 - a. AGFD staff will provide technical assistance for wildlife and help the landowners/ producers coordinate with other agencies as appropriate for each project that is considered for funding under this proposal.
 - b. AGFD will collaborate with NRCS on brush management and related conservation practices with eligible producers. Conservation practices will be installed through EQIP contracts or by contributions to landowners/producers from the AGFD and its partners.
 - c. AGFD will complete monitoring to determine the response to the conservation practices. The monitoring includes survey of pronghorn antelope, mule deer population monitoring, and vegetation surveys monitoring grass and forb responses.
- 2. This Project will provide and/or ensure reliable water on 30,000 acres of grassland habitat within the focal area of this proposal.**
 - a. AGFD staff will provide technical assistance for wildlife and help the landowners/ producers coordinate with other agencies as appropriate for each project that is considered for funding under this proposal.
 - b. AGFD will collaborate with partners on the installation of watering facilities, and target on producers that do not meet NRCS and/or EQIP eligibility requirements.
 - c. AGFD will complete monitoring to determine the response to the conservation practices. The monitoring includes survey of pronghorn antelope, mule deer population monitoring, and vegetation surveys monitoring grass and forb responses.
- 3. Eliminate fencing barriers on 20 miles of fencing within the focal area.**
 - a. AGFD staff will provide technical assistance for wildlife and help the landowners/ producers coordinate with other agencies as appropriate for each project that is considered for funding under this proposal.
 - b. AGFD will collaborate with partners to eliminate fencing barriers and install wildlife friendly fencing in wildlife corridors and other areas of high importance.
 - c. AGFD will complete monitoring to determine the response to the conservation practices. The monitoring includes survey of pronghorn antelope, mule deer population monitoring, and vegetation surveys monitoring grass and forb responses.

4. Conduct long-term hydrologic monitoring of the Big Chino Sub-basin

- a. AGFD will collaborate with Upper Verde Watershed Protection Coalition (UVRWPC) to conduct hydrologic monitoring within the Big Chino Sub-basin to collect water level information in and around areas where project treatment has occurred.
- b. AGFD will collaborate with UVRWPC to annually report to NRCS on hydrologic monitoring efforts within the Big Chino Sub-basin. Collected data will be analyzed to determine if grassland restoration efforts positively impact surface and ground water supplies within the area.

The results will be provided in performance reports as listed in Attachment B - General Terms and Conditions, Section VII.

VI. Summary of Resource Concerns and Solutions.

The Resource concerns that will be addressed through this project include:

- a. Fish and Wildlife – Inadequate Habitat – Food,
- b. Fish and Wildlife – Inadequate Habitat – Water
- c. Fish and Wildlife – Inadequate Habitat – Habitat Continuity
- d. Degraded Plant Condition – Undesirable Plant Productivity and Health
- e. Degraded Plant Condition – Inadequate Structure and Composition

Practices that will be implemented through the EQIP program to address the above resource concerns include:

Core Practices

1. 314 – Brush Management
2. 614 – Watering Facility
3. 516 – Pipeline
4. 533 – Pumping Plant
5. 382 – Fence (Wildlife Friendly)
6. 528 – Prescribed Grazing
7. 500 – Obstruction Removal
8. 642 – Water Well
9. 645 – Upland Wildlife Habitat Management

Supporting Practices

1. 550 – Range Planting
2. 649 – Structures for Wildlife

EQIP financial assistance (FA) funds will be distributed to program participants for projects that implement combinations of the above practices. EQIP FA funds totaling up to \$1,275,000 will be available over the 5 year project period. NRCS will receive technical assistance (TA) funds in the amount of up to \$225,000 over the 5 year project period to carry out NRCS areas of responsibility associated with this project. See Attachment B – Budget Sheet for more detail.

VII. Technical and Administrative Contacts

A. NRCS Contacts:

Technical Services

Dennis Kimberlin
Assistant State Conservationist - Programs
230 N. First Avenue, Suite 509
(602) 280-8800
Dennis.Kimberlin@az.usda.gov

Administrative Support

Rebecca de la Torre
Assistant State Conservationist – Management and Strategy
230 N. First Avenue, Suite 509
(602) 280-8830
Rebecca.delaTorre@az.usda.gov

B. AGFD Contacts:

Technical Services

Al Eiden
Arizona Game and Fish Department
5000 W. Carefree Highway
(623) 236-7624
aeiden@azgfd.gov

Administrative Support

James Elliott
Arizona Game and Fish Department
5000 W. Carefree Highway
623-236-7524
jelliott@azgfd.gov

VIII. Duration

This agreement takes effect upon the signature of NRCS and AGFD and shall remain in effect until September 30, 2019. This agreement may be extended or amended upon request of either NRCS or AGFD as long as the extension or amendment does not extend this agreement beyond 5

years from date of execution, with a single 12-month extension available in the discretion of NRCS. Either NRCS or AGFD may terminate this agreement with a 60 day written notice to the other party. Note: Although this RCPP agreement is limited to a maximum of 5 years, NRCS program contracts and agreements with producers and landowners may extend beyond this period of time.

IX. List of Documents

Attachment A – Plan of Work

Attachment B – Budget Sheet

Attachment C – Map of Project Area

X. AGFD Required Clauses

1. **Non-discrimination.** In carrying out the terms of this Agreement, the Parties agree to comply with State Executive Order 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
2. **Audit.** In accordance with A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this 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 Agreement. Upon request, Party shall produce original of any and all such records.
3. **Arbitration.** In accordance with A.R.S. § 12-1518, the parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes. The parties agree to engage in any alternative dispute resolution procedures authorized by their statutes, regulations and court rules, including, but not limited to, 5 U.S.C. § 575 and A.R.S. § 12-1518.
4. **Termination for Conflict of Interest.** This Agreement is subject to termination pursuant to A.R.S. § 38-511.
5. **Termination for Non-availability of Funds.** Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this 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 Agreement other than for payment of services rendered prior to the expiration of funding.

6. **Illegal Immigration.** 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.
7. **E-Verify.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. § 23-214, Subsection A.
8. **Other Agreements.** This MOU in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
9. **Compliance with Applicable Law.** All work performed pursuant to this MOU shall be in compliance with all state and federal laws, rules, and regulations.
10. **Severability.** In the event that any provision of this MOU or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this MOU and shall have no effect on the remaining provisions of this MOU, which shall remain in full force and effect.

XI. Signature

IN WITNESS THEREOF, the parties hereto have executed this Memorandum of Understanding as of the last written date below.

U. S Department of Agriculture, Natural Resources Conservation Service



State Conservationist

5/12/15
Date

Arizona Game and Fish Department Authorized Representative



Ty E. Gray, Deputy Director

5.11.15
Date

ATTACHMENT A – PLAN OF WORK**A. Project Location:**

Within two focus areas within the high desert and semi-desert grasslands of Northern and Southeastern Arizona (see attached Map)

B. Description of the RCPP Project:

This project will be directed at improving grassland habitat for grassland dependent wildlife species that are species of concern for the AGFD, which include pronghorn antelope, Gunnison's prairie dogs, black tailed prairie dogs, western burrowing owls, and Ferruginous hawks to name a few. Projects will remove invading woody species such as juniper, mesquite, and white-thorned acacia from historic grasslands which will allow native grass and forb species to return to these areas and improve food availability, cover, and reduce fragmentation for wildlife. The primary resource concern is inadequate habitat for a suite of grassland dependent wildlife species. AGFD proposes to monitor the success of the projects completed through this grant using pronghorn antelope as an umbrella species representing the response of all grassland dependent wildlife. To address the food and cover, AGFD will use changes in the number of fawns per 100 does in the focus areas. This measure has been used in the focus areas for several years providing a baseline for us to detect any changes in the number of fawns we count. Reproductive success is directly related to habitat conditions, which is what funding from this proposal will improve. To further support this project and assist in measuring results, watershed studies and hydrological monitoring will occur through AGFD project partners.

C. Schedule of Project Deliverables and Desired Outcomes

| # | Description of Deliverable | Est. Time Frame | Principal Party | Desired Outcomes |
|----|---|----------------------------|-----------------|--|
| 1. | Restoration of approximately 10,000 acres of grassland habitat | By no later than Sept 2019 | NRCS/AGFD | 2,000 acres of restoration each year |
| 2. | Provide/ensure a reliable water supply on 30,000 acres | By no later than Sept 2019 | NRCS/AGFD | Dependable water supply on 6,000 acres each year |
| 3. | Eliminate fencing barriers on 20 miles of fencing within project area | By no later than Sept 2019 | NRCS/AGFD | Eliminate barriers on 4 miles of fencing each year |
| 4. | Conduct watershed studies and hydrologic monitoring | By no later than Sept 2019 | AGFD/UVRWPC | Complete 2 watershed studies and hydrologic monitoring |

ATTACHMENT B – BUDGET SHEET

| Project Funding | FY2015 | FY2016 | FY2017 | FY2018 | FY2019 | Project Totals |
|--|-----------|-----------|-----------|-----------|-----------|----------------|
| NRCS – FA for EQIP Contracts | \$255,000 | \$255,000 | \$255,000 | \$255,000 | \$255,000 | \$1,275,000 |
| NRCS – TA to manage EQIP Contracts | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$225,000 |
| AGFD for Projects and Technical Assistance (includes in-kind services) | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$30,000 | \$150,000 |
| UVRWPC for Projects, Technical and Admin | \$225,000 | \$225,000 | \$225,000 | \$225,000 | \$225,000 | \$1,125,000 |
| AGFD/USFWS Non-EQIP Project funding | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$45,000 | \$225,000 |
| Total Project Funding | \$600,000 | \$600,000 | \$600,000 | \$600,000 | \$600,000 | \$3,000,000 |

ATTACHMENT C –MAP OF PROJECT AREA

