



MEMORANDUM

Date: August 22, 2001

To: The Honorable Ann Day, Member
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator 

Re: **Attached Memorandum from Council Member Ronstadt**

On August 16, 2001, Mr. Fred Ronstadt, Council Member from the City of Tucson, forwarded the attached memorandum which states in part that you have "not seen any City of Tucson materials documenting the city's attempts to create an agreement for full participation and in the SDCP." The memorandum also states that "county staff has agreed to positions and requirements of the city, but has been unwilling to put any of the agreements in writing." (Attachment 1) This memorandum provides a brief chronology of attempts enter into a cooperative agreement with the City of Tucson.

Cooperative Planning Efforts in 1998

- In May of 1998, Pima County began working with the community and other jurisdictions to create a conservation plan.
- In October of 1998, the Board accepted the Concept Sonoran Desert Conservation Plan and opened a three month comment period. Nearly 200 comments were received, including comments from other jurisdictions. The City of Tucson wrote in support of the Plan, and the Council directed staff to participate as members of the Steering Committee. (Attachment 2)
- In December of 1998, County staff attended a City subcommittee meeting and presented the Sonoran Desert Conservation Plan, inviting partnership with the City. Three Council Members attended this December 8th meeting, along with the Assistant City Manager, the Director of Special Projects, and planning officials.
- On December 2, 1998, City staff participated in an inter-jurisdictional meeting with staff from the Department of the Interior.
- On December 3, 1998, the City was invited to participate in the meeting which involved the Secretary of the Interior, members of the Tohono O'Odham Nation, federal, state and local agencies. Pima County entered into the first formal cooperative agreement of the planning process with the Secretary of the Interior at this meeting. (Attachment 3)

Cooperative Planning Efforts in 1999

- The Board adopted the Concept Sonoran Desert Conservation Plan in March of 1999. An 84 member Steering Committee was formed. Twenty government entities also attended the monthly meetings of the Committee.

Cooperative Planning Efforts

August 22, 2001

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- The City of Tucson attended early meetings of the Steering Committee, but because city staff support was thought to be lacking, a meeting was requested by the Director of the Coalition for Sonoran Desert Protection. The City Manager's Assistant was asked to seek the support of the City Manager's Office in the Conservation Plan process on May 20, 1999.
- Federal agencies became increasingly supportive of the Sonoran Desert Conservation Plan. At a government work group meeting in May of 1999, the government partners who were actively working on the Sonoran Desert Conservation Plan discussed the role of government entities in the planning process, reviewed the cooperative agreements of other jurisdictions, and agreed on a basic cooperative agreement for the Sonoran Desert Conservation Plan. (Attachment 4)
- During 1999, the Technical Teams met on a monthly basis and information generated by these teams was relayed to the Steering Committee.
- During 1999, the County formalized its relationship with the Tohono O'Odham Nation and committed funding for studies by the Arizona Game and Fish Department. (Attachment 5)

Cooperative Planning Efforts in 2000

- On February 8, 2000, the draft cooperative agreement that resulted from the efforts of the Government Work Group meetings was forwarded to all governments that might be partners, including the City of Tucson. (Attachment 6)
- The Steering Committee, and interested members of the public were also sent the draft cooperative agreement and comments were invited. The standards, goals and objectives of the Technical Teams were incorporated into this draft cooperative agreement, reflecting that facts and information would be honored as the basis of the Plan. (Attachment 7)
- On February 16, 2000, the City of Tucson Manager responded with a letter that stated the City Water Director would contact the County to set up a meeting "so that we may move forward expeditiously in reaching a final agreement." The Director did not request such a meeting. (Attachment 8)
- On April 17, 2000, the City Manager wrote a second letter stating that the City would like to see an agreement "more clearly express some core concepts with respect to the roles and responsibilities of all parties to the agreement." Again, it was stated that City staff would schedule a meeting but such did not occur. (Attachment 9)
- In May of 2000, City Water staff, in conjunction with staff from other local governments, forwarded a draft cooperative agreement to Pima County that had not been created in partnership with the participating jurisdictions of the Sonoran Desert Conservation Plan, the Steering Committee, or the Technical Teams. The terms proposed by the draft agreement were contrary to the principles established by more than 18 months of prior process, particularly as the agreement indicated that the local governments would have authority to alter technical documents before release to the public. (Attachment 10)

- In July of 2000, a letter was forwarded to the County by City Water and the small local jurisdictions along with another draft cooperative agreement that had the same fundamental problems of the earlier draft. (Attachment 11)
- The attached August 22, 2000 memorandum by me describes the objectionable provisions in detail. (Attachment 12)
- Yet drafts sent in September of 2000 continued to promote a document that would allow alteration of technical documents prior to public presentations of working documents. (Attachment 13)
- These drafts were given to the Board. Attachment 14 reflects that there was concern, at least on the part of the press, that the City and Towns were proposing to edit technical documents before such were released to the public. The Assistant City Attorney objected to the County staff sharing information about the draft cooperative agreement with the Board. A letter to the Assistant City Attorney reflects the difference in approach between the staff of the jurisdictions, with Pima County staff promoting openness and the City staff proceeding without consulting elected officials. (Attachment 15)
- In September of 2000, correspondence passed between the City Water Department and Towns, and Mr. Alan Glen, an Austin based attorney who often brings suit against the USF&W Service on behalf of clients in the resource exploitation fields. Found at attachment 16, this correspondence reflects that City Water and the Towns were in communication with Mr. Glen about Pima County, and that Mr. Glen advised these parties to "watch" the EIS process. The County and the "enviros" are portrayed in a negative light. Describing a federal lawsuit, Mr. Glen states that the outcome of this suit "could play into the envior [sic] and maybe even the County's hands, acting almost as a moratorium, or at least a bottleneck for projects trying to move forward under the plan."
- While the City of Tucson and the Towns would not enter into the cooperative agreement that had been reviewed in public process, the federal jurisdictions began to formalize the longstanding good working relationships that have been a part of the Sonoran Desert Conservation Plan from the outset.
- On December 5, 2000, the United States Forest Service entered into a formal cooperative agreement with the County. (Attachment 17)
- On December 12, 2000, the Bureau of Reclamation, Bureau of Land Management, National Park Service, and United States Fish and Wildlife Service entered into formal cooperative agreements with Pima County. The Metropolitan Domestic Water Improvement District also formally agreed to work with Pima County to develop the Sonoran Desert Conservation Plan. (Attachment 18)
- All of the successfully achieved cooperative agreements were based on the template created by the government partners and reviewed by the community.

Cooperative Planning Efforts in 2001

- In April of 2001, the cooperative agreement between Pima County and the United States Environmental Protection Agency was formalized, establishing full participation in the Sonoran Desert Conservation Plan by federal agencies. (Attachment 19)
- At the same time these federal partnerships were memorialized, the City of Tucson and Towns continued to promote a document that would allow alteration of technical documents prior to public presentations of working documents. This language appears in the May 2, 2001 draft. (Attachment 20)
- Pima Association of Governments assisted in meetings of the Managers in an attempt to develop an acceptable agreement. April correspondence reflects this new working group, and that I invited all jurisdictions to work directly with County staff. Significantly, the staffing commitment by other local governments has not been met. The approach by the City and Towns continued to emphasize control of documents. (Attachment 21)
- Pima Association of Governments sponsored meetings in March, April, May and June of 2001. After a May 10, 2001 meeting, Pima County staff was prepared to agree to a draft document, and the group discussed forwarding the agreement to elected officials in June. However, at the end of May, the Assistant City Attorney presented an entirely new draft at a meeting of the working group. (Attachment 22)
- The group tried again to come to agreement and met on June 14, 2001. But once again, the Assistant City Attorney presented an entirely new agreement at the meeting. (Attachment 23) The Town of Marana requested future consideration of separate agreements.

In summary, efforts to engage the City of Tucson in cooperative planning date back to the origins of the Sonoran Desert Conservation Plan. These efforts have been continuous.

The City of Tucson is now going in a different direction, as their August 22, 2001 Request for Proposals for a biological consultant for endangered species compliance work reflects. (Attachment 24) Such is fine.

Given that the land within incorporated areas is only about one percent of the proposed draft biological reserve, our time and effort is better spent continuing the planning necessary to implement a larger long term vision for the Sonoran Desert Conservation Plan.

c: The Honorable Chair and Members, Pima County Board of Supervisors



CITY OF TUCSON

MEMORANDUM

DATE: August 16, 2001

A handwritten signature in black ink, appearing to be "FR" or similar initials, written over a horizontal line.

FROM: Fred Ronstadt
Council Member, Ward 6
Ext. 4601

TO: James Keene
City Manager
Ext. 4204

SUBJECT: Sonoran Desert Conservation Plan – Supervisor Ann Day

I spoke with Pima County Supervisor Ann Day this morning regarding the Sonoran Desert Conservation Plan (SDCP). She stated she has not seen any City of Tucson materials documenting the city's attempts to create an agreement for full participation in the SDCP.

As has been discussed at several meetings, county staff has agreed to positions and requirements of the city, but has been unwilling to put any of the agreements in writing. Please send her any materials, including draft agreements, relating to the city's participation in the SDCP.

Thank you for your time and consideration of this request.

FR:msg

Cc: Mayor & Council
Supervisor Ann Day



Mayor & Council Memorandum

January 11, 1999

Subject: CITY STAFF ASSESSMENT/RECOMMENDATION
RE: SONORAN DESERT CONSERVATION PLAN
(City-Wide)

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BACKGROUND

On October 28, 1998 Chuck Huckelberry, County Administrator wrote to the City Manager requesting comments regarding the Draft Sonoran Desert Conservation Plan (attachment A). On December 2, 1998 the City Manager wrote to the Mayor and Council concerning the Pima County Board of Supervisor's meeting with Secretary of the Interior, Bruce Babbitt to discuss the Draft Sonoran Desert Conservation Plan. City of Tucson staff was invited to a briefing prior to the meeting with Secretary Babbitt, that was also attended by representatives of other Cities and Towns, Arizona Game and Fish and the U.S. Fish and Wildlife Service.

City staff prepared an analysis of the Sonoran Desert Conservation Plan that was submitted to the Mayor and Council Public Works and Environmental Subcommittee on December 8, 1998 (attachment B). Maveen Behan, Assistant to the County Administrator and Carolyn Campbell, Director, Sonoran Desert Protection Plan presented an outline of the plan at that time. As requested by the Subcommittee, staff is presenting information and recommendations regarding the Sonoran Desert Conservation Plan today to the full Mayor and City Council.

DISCUSSION

Staff's analysis of the Sonoran Desert Conservation plan is based on existing City policy, the Comprehensive Plan and the Growing Smarter legislation adopted by the State of Arizona this past year. Growing Smarter, HB2361 requires that all jurisdictions in the State adopt updates to the General Plan or Comprehensive Plan by December 31, 2001.

The enactment of the Growing Smarter legislation requires the City to develop four new elements to the Comprehensive Plan:

- Open Space
- Growth Area
- Environmental Planning
- Cost of Development.

Specifically, the legislation calls for the following.

- Revisions to the Land Use Element to identify specific programs for infill or compact form development
- Revisions to the Housing Element to include standards for housing quality, variety and affordability
- Revisions to the Conservation, Rehabilitation and Redevelopment Element to include plans and programs for neighborhood preservation and revitalization.

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Growing Smarter promotes the following elements as part of its requirements:

- Greater citizen and regional participation
- Closer coordination between local jurisdictions' plans and the State Land Department's plans
- Conformity between the General Plan and zoning.

Implementation of the Growing Smarter legislation will require a significant commitment of City personnel and public involvement over the next 2 years to meet the mandatory completion date.

The Sonoran Desert Conservation Plan is an ambitious undertaking, as is the update to the Comprehensive Plan. Both Plans will require regional participation and cooperation to ensure that all jurisdictions contribute and benefit in proportion to their needs. The Sonoran Desert Conservation Plan calls for an Oversight Committee. The City of Tucson, along with other jurisdictions, has been encouraged to appoint members to this Oversight Committee. City staff believes that the mission and the work program of the proposed Oversight Committee must address the impact of the Growing Smarter Legislation on regional open space, environmental and land use planning.

The City of Tucson has already embarked on an open space planning and implementation effort. The City's acquisition of the Bellota Ranch is a prime example of the City's ability to respond responsibly to opportunities to partner with other agencies to manage and preserve open space. The designation of City owned parcels as open space by the Mayor and Council demonstrates a commitment to implement the Parks, Recreation and Open Space Element of the Comprehensive Plan (attachment C). The past development of major recreational areas adjacent to the major washes such as Lincoln, Udall, and Fort Lowell Parks on the Pantano; Sentinel Peak, El Rio and Silverbell Parks on the Santa Cruz have established an open space pattern for the City.

Currently the City is participating in many of the activities cited in the Sonoran Desert Conservation Plan. These activities include the Multiple Benefit Water Projects, where Tucson Water is using its water resources to recharge, improve and protect natural washes and to visually enhance the community. Additionally, Pima County is a partner with the City in the Kino Sports Park, the Rillito Recharge, the Pima Mine Road Recharge and the Rillito Creek Habitat Restoration Projects.

Half of the present and future Cultural and Historic Projects in the Plan are located within and sponsored by the City of Tucson including the Tucson Presidio, Mission San Augustin, the De Anza Trail and Fort Lowell.

Staff discussed with the Public Works and Environmental Subcommittee holding a special study session to review and bring together many elements related to land use issues within the City of Tucson. These elements can include items that the Mayor and City Council have identified over the past year in their discussions (e.g. infill, sustainability standards for neighborhoods etc.) Staff proposes to schedule this study

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session in February. Along with the summary of issues, a proposed work plan will be presented. This discussion will allow us to set forth a timeline to meet the Growing Smarter legislation's mandatory deadline.

RECOMMENDATIONS

- Participation by the City on the Sonoran Desert Conservation Plan Oversight Committee will be necessary to coordinate the complimentary work efforts of the City and County. It is recommended that the City Manager be directed to appoint the appropriate staff representatives to the Oversight Committee
- It is recommended that the Planning Department be directed to work with other appropriate City departments and return to the Mayor and Council in February with a summary of Issues and a work plan for updating the Comprehensive Plan, at a special study session.

Respectfully submitted,



Luis G. Gutierrez
City Manager

LGG:JSJ:bec
SS / Jan11-99- 25
Attachments:

- A) Letter
- B) Executive Summary: City Staff Review of the Sonoran Desert Conservation Plan
- C) Map



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-3667 FAX (520) 740-3171

HUCKELBERRY
County Administrator

October 28, 1998

Luis Gutierrez, City Manager
City of Tucson
P.O. Box 27210
Tucson, AZ 85626-7210

Dear Mr. Gutierrez:

On October 27, 1998 the Pima County Board of Supervisors accepted a draft report entitled the *Sonoran Desert Conservation Plan*, and directed staff to forward it to jurisdictions in order to obtain comments during the next 30 days.

The draft *Plan* outlines six elements which could become the cultural and natural resource component of an updated comprehensive plan. Elements include: ranch conservation; cultural and historic preservation; riparian restoration; mountain park expansion; establishment of biological corridors and habitat linkages; and protection of critical and sensitive habitat.

The Board is very interested in receiving comments from the City of Tucson about the draft *Plan* during the next month. These comments can be sent directly to my office and I will provide them to the Board. Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "C. Huckelberry".

C.H. Huckelberry
County Administrator

Attachment B

**EXECUTIVE SUMMARY:
CITY STAFF REVIEW OF THE
SONORAN DESERT CONSERVATION PLAN**

City staff applauds the County's efforts to develop a comprehensive habitat conservation plan and believes many elements of the Sonoran Desert Conservation Plan (referred to hereafter as the Plan) address the needs of Pima County's residents regardless of where they live. In this first assessment, City staff will comment on elements of the Plan that we believe require strengthening or elements that need to be added to insure that needs and concerns which most immediately affect our citizens within the corporate city limits of Tucson are appropriately addressed. Staff will elaborate verbally at the Public Works and Environmental Subcommittee Meeting, and will prepare a full written report for the Mayor and Council.

Growing Smarter Legislation

- The Growing Smarter legislation, which requires that all jurisdictions adopt a comprehensive or general plans update by December 31, 2001, is not addressed.
- While the Plan calculates the gross impact of population growth, it needs to give greater weight to the mitigation of adverse effects through the application of environmental regulations such as the Environmental Resource Zone, the Hillside Development Zone, the Wash Ordinance, and the Native Plan Protection Ordinance.
- The newly designated preserves, parks and open spaces are remote from the City and further segregate the human population from the desert around them.
- The Plan should include dedications of open space by the private sector to a greater extent.

Planning Process

- The Plan should follow a comprehensive planning process.
- The development of a public participation process is a requirement for good planning and a specific requirement of the Growing Smarter legislation.

Land Use

- The Plan should identify past Open Space areas such as the Desert Belt and Tucson-to-Tortolita Mountains connection.
- The continuity of Open Space such as Riverparks can and should be more uniformly treated in the Plan.

Attachment B

- Federal programs such as Saguaro National Park expansion should be addressed in the Plan.

Livable Tucson

- The Livable Tucson Vision Process and the 17 goals that call for more natural open space within the City that is accessible by bike or foot can and should be addressed in the Plan.

Water Element

- Pima County's Sonoran Desert Conservation Plan refers to projects that will use reclaimed water or Central Arizona Project water, owned by the City of Tucson.
- These proposed projects would require careful study and consultation with Tucson Water prior to implementation.

Comprehensive Plan—

Parks, Recreation, Open Space and Trails Element

The Plan should be consistent with the policies in the Parks, Recreation, Open Space and Trails element of the Tucson Comprehensive Plan listed below:

- Provide interconnected trail system throughout the City and connect open space in urbanized area to surrounding public natural areas;
- Implement an interconnected regional open space system through cooperative public and private efforts;
- Prioritize acquisition and preservation of open space on findings of Pima County Open Space Report;
- Identify and establish sources permanent funding for acquisition and management of open space; and
- Recognize value of cultural, historical and archeological sites as important open space resources.

DESCRIPTIONS OF:

Growing Smarter Legislation

The Growing Smarter legislation requires the addition of four new elements on open space, growth areas, environmental planning and cost of development. The legislation further requires that the elements have regional applicability and specifies that the open space element include a comprehensive inventory of open space areas, provide policies for managing, protecting and acquiring open space areas and strategies for promoting a regional system of integrated open space and recreational resources. The environmental element must contain strategies to address anticipated effects on natural resources created by urban development.

Attachment B

Eastern Pima County Vision

The City of Tucson adopted the Regional Vision for Eastern Pima County in 1990 which foresees an interconnected network of open space including park lands, washes, riparian habitats and public preserves throughout the region. Critical natural areas and designated peaks and ridges are to be protected in a variety of ways, including acquisition by public agencies. The Regional Vision for Eastern Pima County recommendations to provide economic incentives to preserve and restore historic and cultural resources are also consistent with those of the proposed plan. The *Vision* document seeks greater integration of land uses in the urbanized area, including infill development featuring higher density residential development and concentrated commercial activity centers, as well as redevelopment corridors to replace peripheral sprawl.

PIMA COUNTY
RESOLUTION NO. 1998- 250

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA
TO UPHOLD THE ENDANGERED SPECIES ACT THROUGH REGIONAL
MULTI-SPECIES HABITAT CONSERVATION PLANNING

WHEREAS, the Pima County Board of Supervisors supports the underlying purpose of the Endangered Species Act to provide a means whereby the ecosystems upon which endangered species and threatened species depend may be conserved; and

WHEREAS, Pima County currently has eighteen species listed as threatened or endangered under the Endangered Species Act, including:

American Peregrine Falcon	Jaguar	Mexican Spotted Owl
Bald Eagle	Jaguarundi	Nichol's Turk's Head Cactus
Cactus Ferruginous Pygmy-Owl	Kearney's Blue Star	Ocelot
Desert Pupfish	Lesser Long-Nosed Bat	Pima Pineapple Cactus
Gila Topminnow	Masked Bobwhite	Sonoran Pronghorn
Huachuca Water Umbel	Mexican Gray Wolf	Southwestern Willow Flycatcher

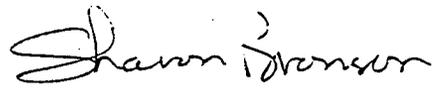
WHEREAS, on October 27, 1998 the Board took action to pursue a cooperative agreement to enter into a federally recognized planning process that will establish a public process open to stakeholders; expedite development of a scope of work; allow work to begin on a biological evaluation for the long term multi-species habitat conservation plan; and invite the Native American Tribes, Federal and State land managers and all cities and towns within Pima County to join in the previously referenced cooperative agreement; and

WHEREAS, the Board also directed staff on October 27, 1998 to pursue an ongoing relationship with the United States Department of the Interior;

NOW, THEREFORE BE IT RESOLVED that Pima County will work with the Department of the Interior to develop the Sonoran Desert Conservation Plan which will work toward the recovery of listed species, the conservation of habitat and species throughout the regional ecosystem, and seek sufficiently broad and predictable regulatory assurances in order to achieve conservation goals while meeting the economic needs of the community.

PASSED AND ADOPTED the 3rd day of December, 1998.

Pima County Board of Supervisors



Chairman

Witness:



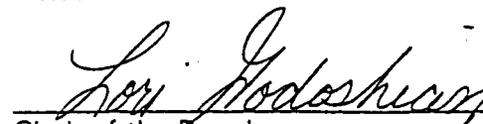
Secretary of the Interior

Approved as to Form:



County Attorney

Attest:



Clerk of the Board

MAY 1999

COOPERATIVE AGREEMENTS

*Summary of Four Conservation Planning Agreements
Discussion Paper for the Sonoran Desert Conservation Plan*

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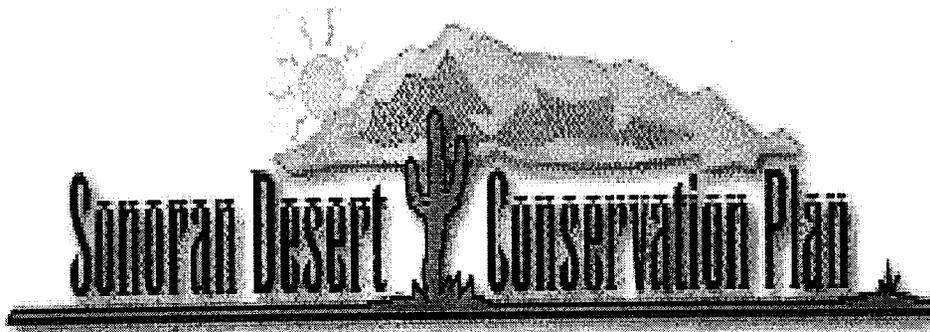
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I. Background - Sonoran Desert Conservation Plan Steering Committee Structure

The Sonoran Desert Conservation Plan is a major conservation planning effort launched by the Pima County Board of Supervisors on October 27, 1998, that will: (1) define urban form and prevent urban sprawl through the protection of natural and cultural resources; (2) provide the basis of a natural resource protection and environmental element of the Comprehensive Plan; (3) lead to the recovery of the endangered cactus ferruginous pygmy-owl and stabilize the ecosystem and plant communities which support multiple species and thereby prevent future listings; and (4) lead to issuance of a Section 10 permit under the Endangered Species Act for a regional multi-species conservation plan that is one of the largest, if not the largest in the United States.

The Steering Committee is an integral part of the structure of the planning process, adopted by the Board of Supervisors in December of 1998, which includes the Steering Committee, Technical Advisory Teams, and a Project Management Team. The Project Management Team (made up of staff from Pima County and the Department of Interior entities) will maintain the administrative record and coordinate the flow of work between the Technical Advisory Teams and the Steering Committee. The Technical Advisory Teams (made up of experts in areas of science, law and economics, historic preservation and ranch/range issues) will gather data and work products, produce white papers, and, in general, provide expert information to the Steering Committee. The Steering Committee will narrow the options created by this information into recommendations that will ultimately go to the elected officials of various governments for final deliberations.

During a three month comment period beginning in late October of 1998, almost 200 written remarks were submitted in response to the draft Sonoran Desert Conservation Concept Plan. Eighty-nine individuals (who do not represent government entities) requested a role in developing the Plan. Over twenty government entities also requested a role.

On March 2, 1999, the Board adopted a recommendation to invite each of the non-governmental organizations and individuals who submitted letters to become members of the Steering Committee contingent upon their willingness to begin attending a series of educational seminars and workshops. Government entities also became members of the Steering Committee, on an ex officio basis. The Board directed staff to return this fall with recommendations about whether the non-governmental members of the Steering Committee should move into a refined structure which includes an Executive Committee and defined Sub-Committees. At the same time, the governmental partners might consider refining and better defining their role. In some jurisdictions this is done through cooperative agreements. This paper describes the terms of cooperative agreements from other jurisdictions in order to create a starting point for discussion.

A. Non-Governmental Steering Committee Members

On March 2, 1999, the Board invited 89 non-governmental individuals to participate in a Steering Committee process. To date, 84 (76 plus 8 alternates) of these individuals have continued to show interest by completing paperwork and submitting a loyalty oath to the Clerk of the Board. The high retention rate of Steering Committee members maintains balance between neighborhood, environmental, business, ranch and private property interests. A complete list of non-governmental Steering Committee members follows.

NON-GOVERNMENTAL STEERING COMMITTEE MEMBERS

- | | | | |
|-----|---------------------------|-----|-------------------------|
| 1. | Ken Abrahams | 40. | Jan Johnson |
| 2. | Stan Abrams | 41. | Gerald Juliani |
| 3. | Neale Allen | | |
| 4. | Bill Arnold | 42. | Pat / Macaela King |
| 5. | Peter Aronoff | 43. | Rob Kulakofsky |
| 6. | Charles Award | | |
| | | 44. | Teresa Leal |
| 7. | Ellen Barnes | 45. | Alan Lurie |
| 8. | Dan Beckel | | |
| 9. | George Bender | 46. | Lance MacVittie |
| 10. | Robyn/Louis Benson | 47. | Teresita Majewski |
| 11. | Laurence Marc Berlin | 48. | John Martin |
| 12. | Tim Blowers | 49. | Mitch McClaran |
| 13. | John Bordenave | 50. | Andrew McGibbon |
| | | 51. | Christina McVie |
| 14. | Carolyn Campbell | 52. | Doug McVie |
| 15. | Joe Cesare | 53. | John Menke |
| 16. | Sue Chilton | 54. | Mary Miller |
| 17. | Hector Conde | 55. | Mike Milroy/Dave Naugle |
| 18. | Vicki Cox Golder | 56. | Chris Monson |
| 19. | William Crosby | | |
| | | 57. | Joe Parsons |
| 20. | Richard Daley | 58. | Luther Propst |
| 21. | Carl Davis | | |
| 22. | Mary Darling | 59. | Jud Richardson |
| 23. | Carol Duffner /J.Murray | 60. | Patricia Richardson |
| 24. | Jonathan DuHamel | 61. | Barbara Rose |
| | | 62. | V.Sikora / E.Cohen |
| 25. | Andra Ewton | 63. | Chris Sheafe |
| | | 64. | Jim Shiner |
| 26. | Richard Genser | 65. | Quinn Simpson |
| 27. | Gay Lynn Goetzke | 66. | Lisa Stage |
| 28. | David Goldstein | | |
| | | 67. | Tim Terrill |
| 29. | Mike Grassinger | 68. | Dale Turner |
| 30. | Bruce Gungle | | |
| | | 69. | Lucy Vitale |
| 31. | William Hallihan | | |
| 32. | Richard Harris | 70. | Dick Walbert |
| 33. | Lynn Harris / Heather Fox | 71. | Sally Wegner |
| 34. | G.Hartmann / N.Y. Wright | 72. | Frances Werner |
| 35. | Duff Hearon | 73. | Michael Winn |
| 36. | Deborah Hecht | 74. | Carl Winters |
| 37. | David Hogan | | |
| 38. | Donald/Carolyn Honnas | 75. | Michael Zimet |
| 39. | Barbara Huffstetler | 76. | Nancy Zurenberg |

B. Government Partners and Interested Entities

Tohono O'odham Nation

Recently the Chairman of the Tohono O'odham Nation accepted an invitation to partner with Pima County in developing the Sonoran Desert Conservation Plan and designated twelve individuals to represent the Nation in the process. The Tucson Indian Center has also agreed to join Pima County in developing the Plan.

Federal Entities

Federal entities that have expressed interest in participating in the Sonoran Desert Conservation include:

- United States Department of Agriculture, Forest Service
- United States Department of Defense, Air Force, Ranges and Airspace
- United States Department of Defense, Army Corps of Engineers
- United States Department of the Interior, Bureau of Land Management
- United States Department of the Interior, Bureau of Reclamation
- United States Department of the Interior, National Parks Service
- United States Department of the Interior, Office of the Secretary
- United States Department of the Interior, U.S. Fish and Wildlife Service
- United States Department of the Interior, U.S. Geological Survey
- ▶ United States Environmental Protection Agency

State Entities

State entities that have expressed interest in participating in the Sonoran Desert Conservation include:

- ▶ Arizona Department of Environmental Quality
- ▶ Arizona Department of Water Resources
- ▶ Arizona Game and Fish Department
- ▶ Arizona State Land Department

State Entities

Local government entities that have expressed interest in participating in the Sonoran Desert Conservation include:

- City of South Tucson
- City of Tucson
- Town of Casas Adobes
- Town of Marana
- Town of Oro Valley
- Town of Sahuarita
- Town of Tortolita

C. Education Series

The Steering Committee started an education series on May 22, 1999 which continues through November of 1999 as follows. All sessions are held at the Arizona-Sonora Desert Museum in the Gallery, which seats approximately 200 people.

Session 1: Conservation Plans, the ESA, & the Constitution (May 22, 1999, 9:00-11:30 a.m.)

- ▶ The Origins of the Sonoran Desert Conservation Plan (Chuck Huckelberry)
- ▶ The Origins of Habitat Conservation Plans (Gail Kobetich)
- ▶ Trends in Regional Conservation Plans (Marc Ebbin)
- ▶ The Endangered Species Act and the Constitution (Fred Bosselman)

Session 2: The Cactus Ferruginous Pygmy-owl (June 26, 1999, 6:00-8:30 p.m.)

- ▶ The Pygmy-owl Issue in Perspective (Dr. Lisa Harris)
- ▶ The Pygmy-owl in Historical Context (Russell Duncan)
- ▶ The Pygmy-owl in Texas (Glenn Proudfoot)
- ▶ The Pygmy-owl in Arizona (Scott Richardson)

Session 3: Pima County's People, Economy and Land (July 24, 1999, 9:00-11:30 a.m.)

- ▶ Pima County's Social Demographics (David Taylor)
- ▶ Pima County's Economic Demographics (Marshall Vest)
- ▶ Pima County's Land Demographics

Session 4: Ranching within Pima County (August 14, 1999, 9:00-11:30 a.m.)

- ▶ Overview of Ranch Conservation (Dr. Tom Sheridan)
- ▶ Ranch Tradition in the Altar Valley Area (Sue Chilton)
- ▶ Ranch Tradition in the Empire-Cienega Resource Area
- ▶ Ranching on the Experimental Range (Andy McGibbon)

Session 5: Conservation Biology (September 18, 1999, 9-11:30 a.m.)

- ▶ The Science of Conservation Planning (Dr. Reed Noss)
- ▶ Pima County's Plant and Animal Communities (Dr. Bill Shaw)

Session 6: Pima County's Cultural and Historic Resources (October 16, 1999, 9-11:30 a.m.)

Session 7: How to Create a Multi-Species Conservation Plan (November 8-9, 1999, all day)

- ▶ The National Conservation Training Center will conduct a two day workshop on how to create a conservation plan.
-

II. Coastal Sage Scrub NCC Planning in Southern California (Attachment A)

A. Parties to the Agreement:

In 1991, the California Department of Fish and Game entered into a Memorandum of Understanding with the United States Fish and Wildlife Service to plan for the conservation of coastal sage scrub in Southern California.

B. Opening Statement:

The Memorandum of Understanding was written to:

- ▶ “implement a policy of coordination and cooperation ... regarding the development of conservation strategies for effective, long-term protection of the Coastal Sage Scrub natural community and its associated sensitive species in southern California.”

C. Findings and Goals:

The Memorandum of Understanding contains 13 findings related to the loss of the coastal sage scrub community, the number of imperiled species associated with coastal sage scrub, the rate of population growth, and trends in conservation planning. Two goals are also articulated:

- ▶ “The goal of the NCCP is to conserve viable populations of California’s native animals and plants, and their habitats.”
- ▶ “The goal of NCCP for Coastal Sage Scrub is to identify a scientifically justified system of Coastal Sage Scrub habitat areas to be managed for its ecological values and the long-term protection of multiple species of interest.”

D. Responsibilities:

The Memorandum of Understanding commits the state and federal entities to responsibilities related to:

- ▶ Developing the process and guidelines for conservation planning;
- ▶ Designing the conservation plan to comply with federal and state law;
- ▶ Ensuring public involvement through scoping and review of conservation documents;
- ▶ Establishing a Scientific Review Panel;
- ▶ Sharing data;
- ▶ Reviewing the science panel’s scope of work.

E. Funding and Timelines:

The Memorandum of Understanding does not contain a deadline or discussion of funding.

III. Kern County, California Memorandum of Understanding (Attachment B)

A. Parties to the Agreement:

In 1989, Kern County entered into a Memorandum of Understanding with the United States Fish and Wildlife Service, the Bureau of Land Management, the California Department of Fish and Game, the California Energy Commission, and the California Department of Conservation.

B. Opening Statement:

The Memorandum of Understanding was written to:

- ▶ "define relationships among agencies with permit or regulatory authority over species of concern and to develop a cooperative program called the Kern County Endangered Species Program which will ensure that the activities of private parties will comply with applicable laws and regulations ... and will provide long-term protection of such species."

C. Findings and Goals:

The Memorandum of Understanding contains 6 findings and articulates four goals:

- ▶ Protect species -- "to conserve and protect species of concern and their habitats."
- ▶ Assurances -- "to provide a means to standardize and integrate mitigation / compensation measures ... [and reduce] unnecessary delay."
- ▶ Cumulative effects -- "to lessen or avoid the cumulative effects of development on species of concern and eliminate, where possible, ... case-by-case review."
- ▶ Equitable distribution of mitigation/compensation obligations -- "to ensure that the costs of mitigation / compensation measures apply equitably to all agencies and private sector groups conducting activities affecting species of concern."

D. Responsibilities:

The Memorandum of Understanding commits the entities to responsibilities related to:

- ▶ Developing the endangered species element of the program (county wide goals, policies, implementation programs);
- ▶ Appointing a steering committee;
- ▶ Preparing an environmental impact statement and complying with NEPA.

E. Funding and Timelines:

The Memorandum of Understanding states that the workgroup will "attempt to secure funding" and work "will continue ... so long as funding is available to Kern County to offset costs."

IV. Lower Colorado River MSCP Agreement and Clarification (Attachments C and D)

A. Parties to the Agreement:

In 1996, the Department of Interior entered into an Agreement (Attachment C) with the Lower Colorado River Multi-Species Conservation Program Steering Committee, which relied on the 1995 Memorandum of Clarification (Attachment D).

B. Opening Statement:

The Agreement is primarily a cost-sharing document which recites prior documents and was written to:

- ▶ Establish a "cooperative effort between federal and non federal entities whose purpose is [as stated below]."

C. Findings and Goals:

The Memorandum of Clarification and the Agreement articulate these goals:

- ▶ "conserve habitat and work toward the recovery of 'included species' within the 100-year floodplain of the Lower Colorado River, pursuant to the Endangered Species Act, and attempt to reduce the likelihood of additional species listings under the ESA; and
- ▶ accommodate current water diversions and power production and optimize opportunities for future water and power development, to the extent consistent with law."

D. Responsibilities:

The Agreement commits the entities representing the states of Arizona, California and Nevada to collectively fund 50 percent of the total \$4.5 million cost of planning and implement interim conservation measures from 1996 through 1999.

E. Funding and Timelines:

The Agreement specifies that for 1996, \$800,000 in planning funds will be shared by:

- ▶ Bureau of Reclamation (\$300,000, with \$200,000 going to program development, and \$100,000 going to interim measures);
- ▶ U.S. Fish and Wildlife will reserve \$100,000 for interim measures;
- ▶ Non-federal entities provision of a match will add \$400,000 to program development.

V. Summary

A. Parties to the Agreement:

1. Southern California: California Department of Fish and Game; United States Fish and Wildlife Service
2. Kern County: United States Fish and Wildlife Service, the Bureau of Land Management, the California Department of Fish and Game, the California Energy Commission, and the California Department of Conservation.
3. Lower Colorado: Department of the Interior and the Lower Colorado River Multi-Species Conservation Program Steering Committee.

B. Opening Statement:

1. Southern California: "implement a policy of coordination and cooperation ... regarding the development of conservation strategies for effective, long-term protection of the Coastal Sage Scrub natural community and its associated sensitive species in southern California."
2. Kern County: "define relationships among agencies with permit or regulatory authority over species of concern and to develop a cooperative program called the Kern County Endangered Species Program which will ensure that the activities of private parties will comply with applicable laws and regulations ... and will provide long-term protection of such species."
3. Lower Colorado: "cooperative effort between federal and non federal entities."

C. Findings and Goals:

1. Southern California: 13 findings with two goals: "conserve viable populations of California's native animals and plants, and their habitats" and "identify a scientifically justified system of Coastal Sage Scrub habitat areas to be managed for its ecological values and the long-term protection of multiple species of interest."
2. Kern County: Protect species -- "to conserve and protect species of concern and their habitats."; Assurances -- "to provide a means to standardize and integrate mitigation / compensation measures ... [and reduce] unnecessary delay."; Cumulative effects -- "to lessen or avoid the cumulative effects of development on species of concern and eliminate, where possible, ... case-by-case review."; Equitable distribution of mitigation/compensation obligations -- "to ensure that the costs of mitigation / compensation measures apply equitably to all agencies and private sector groups conducting activities affecting species of concern."
3. Lower Colorado: "conserve habitat and work toward the recovery of 'included species' within the 100-year floodplain of the Lower Colorado River, pursuant to the Endangered Species Act, and attempt to reduce the likelihood of additional species listings under the ESA; and accommodate current water diversions and power production and optimize opportunities for future water and power development, to the extent consistent with law."

D. Responsibilities:

1. Southern California: The Memorandum of Understanding commits the state and federal entities to responsibilities related to: developing the process and guidelines; designing the conservation; ensuring public involvement; establishing a science panel; sharing data; and reviewing the science panel's scope of work.
2. Kern County: Developing the endangered species element of the program (county wide goals, policies, implementation programs); Appointing a steering committee; Preparing an environmental impact statement and complying with NEPA.
3. Lower Colorado: Commits the entities representing the states of Arizona, California and Nevada to collectively fund 50 percent of the total \$4.5 million cost of planning and implement interim conservation measures from 1996 through 1999.

E. Funding and Timelines:

1. Southern California: no deadline or discussion of funding.
2. Kern County: workgroup will "attempt to secure funding" and work "will continue ... so long as funding is available to Kern County to offset costs."
3. Lower Colorado: For 1996, \$800,000 in planning funds will be shared by: Bureau of Reclamation (\$300,000, with \$200,000 going to program development, and \$100,000 going to interim measures); U.S. Fish and Wildlife will reserve \$100,000 for interim measures; Non-federal entities provision of a match will add \$400,000 to program development;.



*Declaration of Intent to Cooperatively Participate
in the Sonoran Desert Conservation Plan*

*THE TOHONO O'ODHAM NATION
and
PIMA COUNTY GOVERNMENT*

WHEREAS, the Sonoran Desert is homeland to the Tohono O'odham Nation; and

WHEREAS, Members of the Tohono O'odham Nation have made a most significant contribution to the cultural resource base of the Sonoran Desert; and

WHEREAS, Members of the Tohono O'odham Nation have great knowledge about the natural resource base of the Sonoran Desert; and

WHEREAS, Members of the Tohono O'odham Nation have demonstrated wisdom in utilizing scarce water resources in the Sonoran Desert; and

WHEREAS, on March 2, 1999, the Pima County Board of Supervisors committed to preserving and protecting the Sonoran Desert through the adoption of the Sonoran Desert Conservation Plan in concept; and

WHEREAS, the Sonoran Desert Conservation Plan seeks to protect and preserve cultural and historic resources; and

WHEREAS, under the Sonoran Desert Conservation Plan, 12 habitat types, 20 plant communities, 108 vulnerable species are being considered for protection; and

WHEREAS, for the Sonoran Desert Conservation Plan to be truly comprehensive and meaningfully conserve the resources important to the original and new residents of the Sonoran Desert, a cooperative and collaborative effort is needed between Pima County and the Tohono O'odham Nation;

NOW THEREFORE BE IT DECLARED THAT THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, Will seek to collaborate and cooperate with the Tohono O'odham Nation in developing and establishing the Sonoran Desert Conservation Plan.

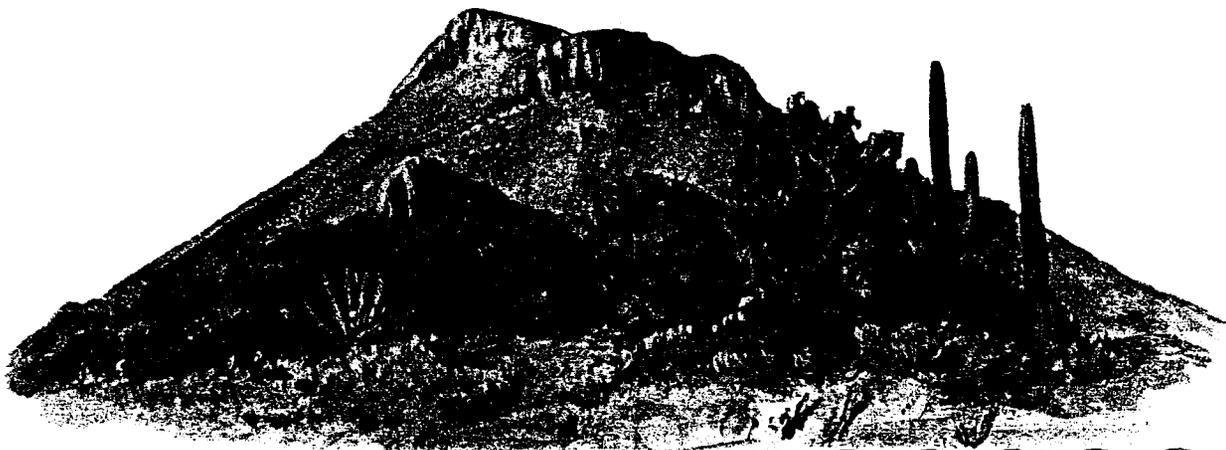
SIGNED THIS 11th day of December, 1999.

A handwritten signature in black ink, appearing to read "Sharon Broton".

Tohono O'odham Nation

A handwritten signature in black ink, appearing to read "Sharon Broton".

Pima County





Board of Supervisors Memorandum

November 16, 1999

Resolution No. 1999-_____, Adopting a
Master Intergovernmental Agreement Between Pima County
and the Arizona Game and Fish Commission

Background

In March of 1999, the Board of Supervisors approved a pygmy-owl study series that included telemetry studies and habitat analyses carried out by the pygmy-owl biologist of the Arizona Game and Fish Department. Because Pima County and the Arizona Game and Fish Commission did not have an umbrella agreement to cover the collection and expenditure of funds, the time line for approving the contract was delayed in order to accommodate the meeting schedule of the Commission. As the biological evaluation and scientific work of the Sonoran Desert Conservation Plan are carried out, there could be an increasing need to collect and expend funds with the Game and Fish Department. Additional pygmy-owl research, and the research related to multi-species conservation, will require cooperative technical efforts between the Game and Fish Department and the County.

Master Intergovernmental Agreement

The attached Master Intergovernmental Agreement will facilitate cost sharing, and the collection and expenditure of funds by the Arizona Game and Fish Department for the technical work of the Sonoran Desert Conservation Plan. The attached document is not a statement of biological standards for the conservation planning effort. Rather, it is a practical Agreement that allows the parties to "identify specific programs, activities and projects as cooperative opportunities which may include transfers of funds from either party to the other." This document establishes the framework "to explore mutually beneficial opportunities ... for the development, maintenance, enhancement or assessment of fish and wildlife resource values, research concerning the management of these resources, recreational activities and mutual administrative opportunities in the best interests of the people of Pima County and the State of Arizona." Under this Agreement, supplemental agreements may be developed to describe the program, activity or project, along with the terms and conditions of each venture. Having this Agreement in place will make it easier for Pima County to carry out research projects with the Arizona Game and Fish Department part of the Sonoran Desert Conservation Plan.

Recommendation

It is recommended the Board approve Resolution No. 1999-_____, adopting the Master Intergovernmental Agreement between Pima County and the Arizona Game and Fish Commission to streamline future cooperative undertakings and strengthen the relationship to promote research and wildlife conservation efforts.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "C. Huckelberry".

C.H. Huckelberry
County Administrator

CHH/jj (November 10, 1999)
Attachment

Resolution No. 1999 - _____

Adopting the Master Intergovernmental Agreement Between Pima County and the Arizona Game and Fish Commission to Streamline Future Cooperative Undertakings and Strengthen the Relationship to Promote Research and Wildlife Conservation Efforts

Whereas, in March of 1999 the Pima County Board of Supervisors adopted the Sonoran Desert Conservation Plan in concept; and

Whereas, the Arizona Game and Fish Department, under the direction of the Arizona Game and Fish Commission, collects and maintains scientific databases and information that is important to the development of the Sonoran Desert Conservation Plan; and

Whereas, Pima County may receive and expend funds to carry out County functions, including development of the Sonoran Desert Conservation Plan; and

Whereas, under the Master Intergovernmental Agreement between Pima County and the Arizona Game and Fish Commission, future cooperative undertakings will be streamlined and the relationship between the entities will be strengthened to promote research and conservation efforts;

Now, Therefore, Be it Resolved as Follows: That the Chair of the Pima County Board of Supervisors is hereby authorized and directed to execute the attached Intergovernmental Agreement between Pima County and the Arizona Game and Fish Commission on behalf of Pima County.

Be it Further Resolved that the various County officers and employees are hereby authorized to perform all acts necessary to give effect to this Resolution.

Passed and Adopted this _____ day of _____, 1999.

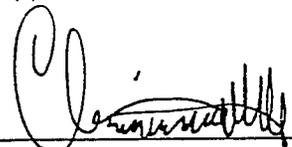
Pima County Board of Supervisors

Attest

Chair

Clerk of the Board

Approved As To Form:



Deputy County Attorney

After Recording Mail copy to: Habitat Branch – Land/water Section Arizona Game and Fish Department 2221 West Greenway Road Phoenix, Arizona 85023	Master Intergovernmental Agreement Between Arizona Game and Fish Commission And Pima County
Approved As To Form Attorney General Contract No: _____	
FOR: Master Intergovernmental Agreement to explore mutually beneficial opportunities/projects in Pima County HAB-99-1029 (11/08/99)	

MASTER INTERGOVERNMENTAL AGREEMENT
 between
STATE OF ARIZONA, ARIZONA GAME & FISH COMMISSION
 and
PIMA COUNTY

THIS MASTER INTERGOVERNMENTAL AGREEMENT (Agreement) is proposed and entered into between the State of Arizona, by and through the Arizona Game and Fish Commission, hereafter "Commission", a state agency acting through the Arizona Game and Fish Department, the term "Department" and "Director" shall mean the Arizona Game and Fish Department and it's Director, acting as administrative agent for the Commission; and Pima County, hereafter "County", a political subdivision of the State of Arizona.

The Commission may enter into agreements pursuant to Arizona Revised Statute A.R.S. §§ 17-231(B)(7) and 11-952-A; and Pima County may enter into agreements pursuant to A.R.S. §§ 11-952-A and 11-952-B.

The Commission and County enjoy a professional working relationship that accommodates such diverse issues as development of shooting range facilities, regional conservation planning, site-specific wildlife enhancement projects and transfer of technical data and assistance. The relationship between the Commission and the County has resulted in benefits to the residents of Pima County as well as to the state's wildlife resources. Thus, the purpose of this Agreement is to formalize and strengthen our cooperative and supportive relationship to establish a framework which will allow us to streamline future cooperative undertakings.

Recitals

WHEREAS, the Commission has been created under the laws of the State of Arizona to provide a system of control, propagation, protection, regulations, management or use of all wildlife as well as administrative and enforcement activities necessary to provide for public safety, education, and protection of wildlife resources, and

WHEREAS, under the above referenced statutes, the Commission is authorized to expend funds for the construction, operation and development of habitats, facilities and management studies, measures or procedures for or relating to the preservation and propagation of wildlife and for carrying out the provisions of A.R.S. Title § 17 and other applicable laws, rules and regulations, and

WHEREAS, the County, under the authorities described above and other applicable laws, rules and regulations, is responsible for the health, welfare, public safety and education of the residents and all of the people of Pima County, and

/

/

WHEREAS, in carrying out the authorities described above, the County may collect and expend funds; and provide materials and services for projects relating to the health, welfare, public safety and education of the people and property in Pima County, and

NOW THEREFORE, in consideration of the above premises the Commission and County hereby desire to explore mutually beneficial opportunities, as appropriate to each agency's mission, for the development, maintenance, enhancement or assessment of fish and wildlife resource values, research concerning the management of these resources, recreational activities and mutual administrative opportunities in the best interests of the people of Pima County and of the State of Arizona.

GENERAL PROVISIONS

Nothing in this agreement is intended to change, interfere with or otherwise impede our normal day to day working activities and relationship. However, through the terms and conditions of this Agreement, the Commission and County may wish to identify specific programs, activities or projects as cooperative opportunities which may include transfers of funds from either party to the other; and the Commission and County may further prepare and approve individual supplemental cooperative, collection or other agreements as appropriate, which shall describe the program, activity or project as well as the terms and conditions of each proposed venture.

This Agreement shall not be effective until filed with the Arizona Secretary of State, and this Agreement shall then remain effective, unless otherwise cancelled or terminated as provided herein, through December 31, 2010. This Agreement may be renewed for an additional ten-year period subject to mutual agreement. This Agreement may be modified by mutual agreement of the parties, and any such modification shall be in writing.

Any notices to either party by the other party pursuant to this Agreement shall be in writing and shall be delivered in person to the other party or forwarded by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

- (a) If intended for the Commission, to:
Director, Arizona Game & Fish Department
2221 West Greenway Road
Phoenix, Arizona 85023

- (b) If intended for Pima County, to:
Pima County Administrator
130 West Congress, 10th Floor
Tucson, Arizona 85701

Or to other addressees as either party may from time to time furnish in writing to the other party by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt.

Nothing in this agreement shall be construed as obligating the parties in the expenditure of funds or as involving the parties in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and budgeted and approved by the parties.

Pursuant to Arizona Revised Statute A.R.S. §§ 35-214 and 35-215, and Section § 41-1279.04 as amended, all books, accounts, reports, files and other records relating to the contract shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the contract. Such records shall be reproduced as designated by the State of Arizona.

This Agreement may be terminated as provided herein, or subject to cancellation pursuant to A.R.S. § 38-511, in the event of an illegal conflict of interest. The provisions of A.R.S. § 38-511 are incorporated herein.

This Agreement may be terminated by either party upon sixty (60) days written notice of that intent to the other party.

To the extent required pursuant to A.R.S. § 12-1518, and any successor statutes, the parties agree to use arbitration to resolve any dispute arising out of this Agreement, where not in conflict.

The parties agree to comply with State of Arizona Executive Order No. 99-4 "PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NONDISCRIMINATION IN EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

Approved: STATE OF ARIZONA
Arizona Game and Fish Commission

By: _____
Duane L. Shroufe, Secretary to
the Commission and Director,
Arizona Game & Fish Department

Date: _____

Approved: Pima County
Pima County Board of Supervisors

By: _____
Chair

Date: _____

Approved: Pima County
Clerk of the Board

By: _____
Clerk of the Board

Date: _____

ATTORNEY GENERAL
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing agreement has been submitted to the Attorney General as the attorney for the Game and Fish Commission.

The undersigned Assistant Attorney General has determined that said agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona to the Arizona Game and Fish Commission.

DATED this _____ day of _____, _____.

JANET NAPOLITANO
Attorney General

By: _____

Arizona Attorney General Contract No. _____

PIMA COUNTY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

Pursuant to A.R.S. § 11-952, the foregoing agreement has been reviewed, is in proper form, and is within the powers and authority granted under the laws of the State of Arizona to County Government.

DATED this 9th day of November, 99.

Barbara LaWall
Pima County Attorney

Barbara LaWall
By:



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

February 8, 2000

Luis Gutierrez, City Manager
City of Tucson
P.O. Box 27210
Tucson, AZ 85626-7210

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Mr. Gutierrez:

With this letter I am inviting the City of Tucson to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review. It is my hope that the collaborative effort we have started with you can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

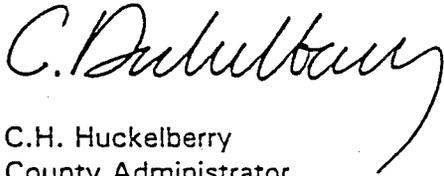
During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.

We would like to invite you and your staff to continue to attend and participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
Page 2

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Honorable Chair and Members, Pima County Board of Supervisors
David Modeer, Director, Tucson Water

DRAFT COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY GOVERNMENT AND

TO DEVELOP THE SONORAN DESERT CONSERVATION PLAN

I. Parties to the Agreement:

This Agreement is made as of this _____ day of _____, 2000, between Pima County Government and _____, hereinafter referred to as "Parties" to the Agreement.

II. Purpose:

This Agreement is written to reflect the cooperative intent of the Parties to develop and 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 with the Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss, develop and implement meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

IV. Goals and Objectives:

Under this Agreement the Parties will work cooperatively to design and implement a conservation plan 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 the development of six planning elements, including Habitat and Corridor Protection; Riparian Protection and Restoration; Mountain Park Expansion; Ranch Conservation; 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:
 - 1. Promote recovery of federally listed and candidate species to the point where their continued existence is no longer at risk.
 - 2. Where feasible and appropriate, re-introduce and recover species that have been extirpated from this region.

3. Maintain or improve the status of unlisted species whose existence in Pima County is vulnerable.
 4. 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.
 5. Identify causes that disrupt ecosystem functions within target plant communities selected for their biological significance and develop strategies to reverse or mitigate them.
 6. Promote long-term viability for 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 Pima County's cultural and historical resources;
- E) Recognizes how sustainable ranching can facilitate healthy and diverse ecosystems, open space conservation, the preservation of historic, traditional, and current land uses;
- F) Ensures the long term fiscal viability of the land base for Pima County, upholds property rights, and addresses quality of life issues for Pima County 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 a mechanism to reduce to the extent possible the cumulative effects of land use on species of concern;
- J) Provides a basis for revisions and for amendments to federal land-use planning documents to achieve regional consistency in conservation planning and implementation; and
- K) Facilitates effective long range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.

V. Term

This Agreement is effective from the date of signature until negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

February 8, 2000

Felicia Marcus, Regional Administrator
United States Environmental Protection Agency
Region IX
75 Hawthorne Street
San Francisco, CA 94105-3901

Re: **Draft Cooperative Agreement for the Sonoran Desert Conservation Plan**

Dear Ms. Marcus:

With this letter I am inviting the Environmental Protection Agency (EPA) to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft cooperative agreement for your review. It is my hope that the collaborative effort we have started with Mr. Terry Oda and Ms. Kathleen Goforth from your office can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
Page 2

We would like to invite your agency to attend or participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Terry Oda, Region IX, United States Environmental Protection Agency
Maeveen Behan, Assistant to the County Administrator



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

February 8, 2000

Colonel Gerald Pease, Division Chief
Headquarters United States Air Force
Ranges and Airspace Division
AF/XOOR, Room 5C168
1480 Air Force Pentagon
Washington, DC 20330-1480

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Colonel Pease:

With this letter I am inviting the Ranges and Airspace Division of the United States Air Force to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review. It is my hope that the collaborative effort we have started with local staff from your Range Management Office can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

February 8, 2000

John McGee, Forest Supervisor
Coronado National Forest
300 W. Congress
Tucson, AZ 85701

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Mr. McGee:

With this letter I am inviting the Coronado National Forest to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft cooperative agreement for your review. It is my hope that the collaborative effort we have started with Mr. Tom Skinner from your office can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

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Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
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We would like to invite your agency to attend or participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Tom Skinner, Coronado National Forest
Maeveen Behan, Assistant to the County Administrator



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C. H. HUCKELBERRY
County Administrator

February 8, 2000

Frank Walker, Superintendent
National Park Service, Saguaro National Park
3693 South Old Spanish Trail
Tucson, AZ 85730

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Mr. Walker:

With this letter I am inviting the National Park Service to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review. It is my hope that the collaborative effort we have started with you can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

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We would like to invite you and your staff to continue to attend and participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
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I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Maeveen Behan, Assistant to the County Administrator



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C. H. HUCKELBERRY
County Administrator

February 8, 2000

Gary Bauer, Associate State Director
Bureau of Land Management
Arizona State Office
222 N. Central Avenue
Phoenix, AZ 85004

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Mr. Bauer:

With this letter I am inviting the Bureau of Land Management to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review. It is my hope that the collaborative effort we have started with Mr. Jesse Juen of your Office can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

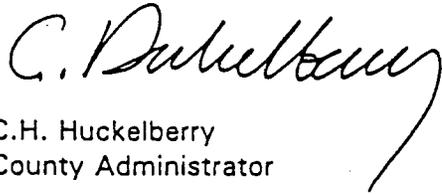
During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.

We would like to invite you and your staff to continue to attend and participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
Page 2

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Jesse Juen, Field Manager, Bureau of Land Management
Maeveen Behan, Assistant to the County Administrator



COUNTY ADMINISTRATOR'S OFFICE

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(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

February 8, 2000

Nancy Kaufman, Regional Director
U.S. Fish and Wildlife Service
500 Gold Avenue, SW, 4th Floor
P.O. Box 1306
Albuquerque, NM 87102

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Ms. Kaufman:

With this letter I am inviting the United States Fish and Wildlife Service to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review.

It is my hope that the collaborative effort we have started with Dr. Leslie Dierauf and Mr. David Harlow of your Region can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
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I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: David Harlow, Field Supervisor, U.S. Fish and Wildlife Service
Leslie Dierauf, U.S. Fish and Wildlife Service, Regional Office
Maeveen Behan, Assistant to the County Administrator



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C. H. HUCKELBERRY
County Administrator

February 8, 2000

Bruce Ellis
Bureau of Reclamation
P.O. Box 81169
Phoenix, AZ 85069

Re: **Draft Cooperative Agreement for the Sonoran Desert Conservation Plan**

Dear Mr. Ellis:

With this letter I am inviting the United States Bureau of Reclamation to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review.

It is my hope that the collaborative effort we have started with Ms. Diane Laush and Mr. Eric Holler of your staff can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

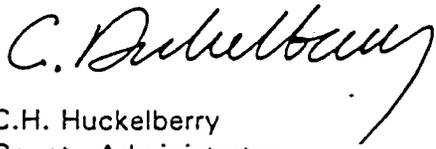
During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
Page 2

We would like to invite you and your staff to continue to attend and participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Diane M. Laush, U.S. Bureau of Reclamation
Eric Holler, U.S. Bureau of Reclamation
Maeveen Behan, Assistant to the County Administrator



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

February 8, 2000

Colonel John Carroll, District Engineer
Army Corps of Engineers, Los Angeles District
911 Wilshire Blvd. / P.O. Box 53711
Los Angeles, CA 90017

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan

Dear Colonel Carroll:

With this letter I am inviting both the Planning Division and the Regulatory Branch of the United States Army Corps of Engineers to join Pima County in developing the Sonoran Desert Conservation Plan, and I am forwarding a draft Cooperative Agreement for your review. It is my hope that the collaborative effort we have started with Ms. Ruth Villalobos and Dr. Richard Schubel from your District can be formalized with an Agreement that sets out a general statement of our mutual goals and objectives under this regional multi-species conservation initiative.

An eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

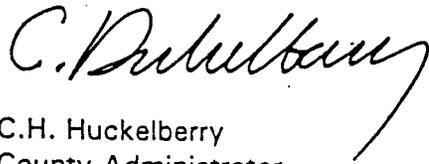
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Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
Page 2

We would like to invite your District to attend or participate in these meetings, and assist at the technical level as well. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,



C.H. Huckelberry
County Administrator

c: Ruth Bajza Villalobos, Chief Environmental Resources Branch, Army Corps of Engineers
Dr. Richard Schubel, Chief, Regulatory Branch, Army Corps of Engineers
Maeveen Behan, Assistant to the County Administrator



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C. H. HUCKELBERRY
County Administrator

February 8, 2000

Re: **Draft Cooperative Agreement for the Sonoran Desert Conservation Plan**

Dear Steering Committee Member or Interested Member of the Public:

Today I have forwarded the attached draft Cooperative Agreement to a number of governmental entities that have developed working relationships with Pima County and informally accepted a role in the Sonoran Desert Conservation Plan.

With this letter I am inviting comments from Members of the Steering Committee and interested members of the public about ways we might improve this intergovernmental agreement, now or in the future.

It is my hope that the collaborative effort we have started with various public entities can be formalized with an Agreement that sets out a general statement of mutual goals and objectives under the regional multi-species conservation initiative.

Goals and objectives created by the Technical Advisory Teams have been incorporated into the attached draft Cooperative Agreement, along with provisions from Pima County's Resolution with the Department of the Interior.

As you know, an eight month education series has recently been completed, and now we are undertaking the biological, riparian, land, fiscal, and cultural resource evaluations that will allow us to work with the Steering Committee and interested members of the public to understand and make recommendations on preserve design alternatives in light of the options and constraints of the resource base.

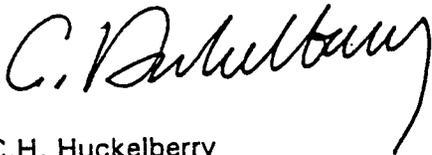
During the next months, technical reports describing aspects of the resource base will be written and submitted to the Steering Committee for discussion at the monthly meetings. A summary from the recently published technical report, *The History of Land Use in Pima County*, is enclosed for your information, along with a summary of the 50 reports which establish the basis of the July 2000 publication of the *Preliminary Sonoran Desert Conservation Plan*.

Re: Draft Cooperative Agreement for the Sonoran Desert Conservation Plan
February 8, 2000
Page 2

Pima County is inviting all interested governments and members of the public to continue to attend meetings and participate in the creation of the Sonoran Desert Conservation Plan. We anticipate that the process will become increasingly interactive as we move from the general education stage, through the current research stage, and then to the major public participation stage of assessing alternatives for design of the Sonoran Desert Conservation Plan.

I look forward to hearing your comments on the draft Cooperative Agreement, and to working with you in developing the Sonoran Desert Conservation Plan.

Sincerely,

A handwritten signature in black ink, appearing to read "C. Huckelberry". The signature is written in a cursive style with a long, sweeping tail on the final letter.

C.H. Huckelberry
County Administrator

c: Honorable Chair and Members, Pima County Board of Supervisors

DRAFT COOPERATIVE AGREEMENT BETWEEN PIMA COUNTY GOVERNMENT AND

TO DEVELOP THE SONORAN DESERT CONSERVATION PLAN

I. Parties to the Agreement:

This Agreement is made as of this _____ day of _____, 2000, between Pima County Government and _____, hereinafter referred to as "Parties" to the Agreement.

II. Purpose:

This Agreement is written to reflect the cooperative intent of the Parties to develop and 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 with the Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss, develop and implement meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

IV. Goals and Objectives:

Under this Agreement the Parties will work cooperatively to design and implement a conservation plan 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 the development of six planning elements, including Habitat and Corridor Protection; Riparian Protection and Restoration; Mountain Park Expansion; Ranch Conservation; 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:
 - 1. Promote recovery of federally listed and candidate species to the point where their continued existence is no longer at risk.
 - 2. Where feasible and appropriate, re-introduce and recover species that have been extirpated from this region.

3. Maintain or improve the status of unlisted species whose existence in Pima County is vulnerable.
 4. 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.
 5. Identify causes that disrupt ecosystem functions within target plant communities selected for their biological significance and develop strategies to reverse or mitigate them.
 6. Promote long-term viability for 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 Pima County's cultural and historical resources;
- E) Recognizes how sustainable ranching can facilitate healthy and diverse ecosystems, open space conservation, the preservation of historic, traditional, and current land uses;
- F) Ensures the long term fiscal viability of the land base for Pima County, upholds property rights, and addresses quality of life issues for Pima County 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 a mechanism to reduce to the extent possible the cumulative effects of land use on species of concern;
- J) Provides a basis for revisions and for amendments to federal land-use planning documents to achieve regional consistency in conservation planning and implementation; and
- K) Facilitates effective long range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.

V. Term

This Agreement is effective from the date of signature until negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.



CITY OF
TUCSON
OFFICE OF THE
CITY MANAGER

UM
To: Maureen

February 16, 2000

C.H. Huckelberry, County Administrator
Pima County
130 W. Congress
Tucson, AZ 85701-1317

Re: Sonoran Desert Conservation Plan

Dear Mr. Huckelberry:

Thank you for your letter of February 8 transmitting the County's *Draft Cooperative Agreement for the Sonoran Desert Conservation Plan*. I have asked City staff to meet over the next few weeks to prepare comments and proposed revisions to the draft agreement. Tucson Water Director David Modeer will contact you to schedule a meeting with Pima County staff so that we may move forward expeditiously in reaching a final agreement.

I look forward to working with you on the development of a plan to serve the needs of the Tucson community.

Sincerely,

A handwritten signature in cursive script, reading "Luis G. Gutierrez".

Luis G. Gutierrez
City Manager

LGG/DR/sonoranltr.doc

cc: Mayor and Council Members
David Modeer, Director, Tucson Water Department



CITY OF
TUCSON
OFFICE OF THE
CITY MANAGER

April 17, 2000

C. H. Huckleberry, County Administrator
Pima County, Arizona
130 W. Congress
Tucson, Arizona 85701-1317

Umm
To: Maeveen

fyi
5/30/00

Dear Mr. Huckleberry:

Once again, I'd like to thank you for your February 8, 2000 letter inviting the City of Tucson to join Pima County in developing the Sonoran Desert Conservation Plan. As previously indicated, the City of Tucson is very interested in being a full partner in this development process and has, in fact, already forwarded names and addresses of selected City representatives for designated teams to your assistant, Ms. Maeveen Behan.

We appreciate the opportunity to provide input on the draft Cooperative Agreement (Agreement) that was included with your February 8, 2000 letter. Our primary concern with the draft Agreement is that it seems to lack detail in some areas we feel are important. We believe the Agreement should more clearly express some core concepts with respect to the roles and responsibilities of all Parties to the Agreement.

It is our belief that including concepts in the Cooperative Agreement which address jurisdictional issues as well as practical issues such as "process" will enhance the likelihood that development and implementation of the conservation plan will actually be a cooperative effort and draw regional support from other public and private parties. We sincerely hope you would agree that the overall success of the conservation plan would be strengthened by such regional participation.

We believe there are several basic concepts that should be included in the Cooperative Agreement. I'd like to suggest that we meet to discuss these concepts and how we might develop them into a Cooperative Agreement. Please let me know if that suggestion is agreeable to you and I will have staff schedule a time for us to meet on this subject as soon as possible.

The City of Tucson wants very much to be a cooperative partner in this project, I hope to hear a positive response to my suggestion that we meet soon.

Sincerely,

Luis Gutierrez
City Manager
City of Tucson

Note: This draft agreement has been written as if all parties are public agencies. If private parties also agree to participate some language changes will need to be incorporated. However, the concepts expressed in the "Principles" document are consistent with this draft.

COOPERATIVE AGREEMENT

BY AND BETWEEN

and

PIMA COUNTY

TO ESTABLISH A WORK GROUP AMONG PUBLIC AGENCIES FOR COORDINATION IN THE DEVELOPMENT AND IMPLEMENTATION OF THE SONORAN DESERT CONSERVATION PLAN (SDCP) FOR THE CONSERVATION OF SPECIES OF CONCERN IN EASTERN PIMA COUNTY.

This Cooperative Agreement ("Agreement") is made and entered into this ____ day of _____, 2000 by and between _____ and Pima County, hereinafter called County (collectively, "Public Agencies")

WITNESSETH:

WHEREAS, the Public Agencies are among the Federal, State, and local agencies that have regulatory authority or responsibility under certain Federal and State statutes, including the Endangered Species Act of 1973, as amended ("ESA"), the National Environmental Policy Act ("NEPA"), the Clean Water Act, and the National Historic Preservation Act, to protect "Species of Concern" and their habitats from adverse effects resulting from public and private development actions, and

WHEREAS, the multiple sources of authority under which the Public Agencies operate do not provide any individual agency with the authority to implement a comprehensive program, enlisting the efforts of all levels of government, to provide for the long-term survival of the Species of Concern in Eastern Pima County, and

WHEREAS, without coordination of actions among the Public Agencies, the private sector lacks assurances that compliance with requirements imposed by any one Public Agency will be timely and will satisfy requirements that may be imposed by any other agency, and

WHEREAS, the Public Agencies desire that their respective concerns and responsibilities with regard to the conservation of Species of Concern be integrated and coordinated in such a manner as to ensure effective, timely, and mutually beneficial resolution of such issues within Eastern Pima County, and

DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT

WHEREAS, the Public Agencies are desirous that their local land use regulations and development decisions comply with State and Federal environmental and endangered species statutes and regulations, and, along with local industry, that planning within Eastern Pima County provides for continued economic growth and development and ensures a healthy economic environment for its citizens and industries, and

WHEREAS, the Public Agencies have voluntarily agreed to establish a multi-agency work group, known as the SDCP Work Group, for the purpose of cooperatively developing and implementing provisions of the Sonoran Desert Conservation Plan,

THEREFORE, it is mutually agreed and understood that:

1.0 PURPOSE OF COOPERATIVE AGREEMENT

The Public Agencies have entered into this Agreement to define relationships among agencies with permit or regulatory authority over Species of Concern and to coordinate the development and implementation of the Sonoran Desert Conservation Plan, which will ensure that the activities of public and private parties will comply with applicable laws and regulations concerning the Species of Concern in Eastern Pima County, and which will provide long-term protection of such species.

2.0 PURPOSES OF THE WORK GROUP

The purposes of the Work Group are as follows:

2.1 Protection of Species of Concern. To coordinate the development and implementation of a plan to conserve and protect Species of Concern and their habitats within Eastern Pima County which addresses species conservation and federal compliance issues; ensures the long-term survival of the full spectrum of plants and animals that are indigenous to Eastern Pima County through maintaining or improving the habitat conditions and ecosystem functions necessary for their survival; facilitates the preservation of the region's cultural and historical resources; provides a mechanism to reduce, to the extent possible, the cumulative effects of land use on Species of Concern; provides a basis for revisions and for amendments to federal land-use planning documents to achieve regional consistency in conservation planning and implementation; and facilitates effective long range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.

2.2 Assurances to Private Sector. To ensure that the plan developed provides a means to standardize and integrate mitigation/compensation measures for Species of Concern so that public and private development actions together with mitigation/compensation measures established by the SDCP for such action(s) will satisfy concurrently without duplication or unnecessary delay applicable provisions of Federal and State laws and applicable local ordinances and regulations

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2.3 Implementation Agreements/Section 10(a) Permits. To coordinate the development of implementing agreements among the participants to ensure execution of the conservation plan, and Section 10(a) permit(s) pursuant to the ESA to authorize incidental taking of federally listed species.

2.3.1 Individual Implementation Agreements. The conservation plan shall be implemented through enforceable agreements with the participating Public Agencies. These Implementation Agreements shall specify the operating parameters of the conservation plan for Eastern Pima County. Implementation Agreements shall further specify the obligations, authorities, responsibilities, liabilities, benefits, rights, and privileges of all parties or signatories to the Sonoran Desert Conservation Plan to be prepared and submitted with the Section 10(a) permit application(s). It is intended that the Implementation Agreements will be entered into by the Public Agencies approving the conservation plan. The Implementation Agreements will provide specific mitigation commitments for Public Agencies conducting development activities, and assurances by the Public Agencies to prevent the imposition of inconsistent or overlapping mitigation/compensation requirements under any Federal, State, or local law.

2.3.2 Alternate Implementation Agreement. The agreement for implementation of the conservation plan may be developed as a single Implementation Agreement if all parties so agree. The elements of the Implementation Agreement will follow the same guidelines as outlined in 2.3.1 for individual implementation agreements.

2.3.3 Section 10 (a) Permit(s). As parties to this Agreement, any of the Public Agencies may, if they so choose, hold their own Section 10(a) permit consistent with the conservation plan. Alternately, the parties may choose to designate another Agency as the permit holder,

2.4 Equitable Distribution of Mitigation/Compensation Obligations. To ensure that the costs of mitigation/compensation measures apply equitably to all agencies and private sector groups conducting activities affecting Species of Concern.

3.0 WORK GROUP PARTICIPANTS, ROLES AND PROCEDURES

3.1 Participants. The Work Group will consist of representatives of the parties of this Agreement, insofar as each may agree to so serve. It is acknowledged that some members of the Work Group may also be members of the SDCP Steering Committee

3.2 Roles and Procedures. The Work Group will be responsible for review of documents produced in connection with the SDCP; review of Species of Concern to be included in the SDCP; and for review of area specific conservation plans. Species to be specifically addressed in the Endangered Species Element and any area-specific conservation plan will be determined by consensus of the Public Agencies participating in this Agreement based upon recommendations to be provided by the Steering

DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT

Committee, following opportunity for public input. The Work Group will have an on-going review role upon implementation of the plan to ensure plan compliance.

3.2.1 Review Process. The Work Group will share all documents prepared in connection with the SDCP by any Work Group member or their staff, the Technical Committees, the Steering Committee and/or their consultant(s) for review prior to release of the documents through the Steering Committee for public comments. In general, the Work Group will complete their review within sixty (60) days; however, for larger or more complex documents the Work Group may have a maximum of ninety (90) days to review the documents. The Work Group will forward their comments on the documents to the appropriate staff or Committee with a copy to the Steering Committee, along with any recommendations for approval, modifications or rejection of any element of the documents. The Steering Committee will review the documents along with the comments from the Work Group and return acknowledgment to the Work Group within thirty (30) days indicating agreement, disagreement or a request for further discussion on any issues raised by the Work Group. All issues shall be resolved before release of the documents for public review and comment.

3.2.2 Decision Making Process. Issues raised in the development and implementation of the conservation plan will be resolved by majority vote of the Work Group, provided that the majority includes that Public Agency with jurisdiction over the specific territory or control over the resources involved.

3.2.3 Meetings. The Work Group will meet regularly, no less than once per month and more frequently as required for the above review processes. Upon implementation of the plan, the Work Group will develop a meeting schedule to review implementation practices and ensure compliance with various elements of the plan.

3.3 NEPA Compliance. The Work Group will participate in the development of the Environmental Impacts Statement ("EIS") in coordination with Pima County as the lead agency.

4.0 FUNDING

The Work Group will coordinate funding commitments through the public agencies they represent. The Public Agencies will develop subsequent agreements specifically addressing the funding commitments as the SDCP and Implementation Agreement are developed.

5.0 PUBLIC INVOLVEMENT

It is the intent of the parties to this Agreement that the public will be afforded sufficient opportunity to provide input to the Element and the conservation plan for Eastern Pima County, not only during the required NEPA review process, but during the scoping and planning process, as well.

DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement, on the date(s) set forth below, as of the day and year first above written.

By _____

Date _____

By _____

Date _____

Chairman,
Pima County, AZ Board of Supervisors

DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT-DRAFT

July 19, 2000

Mr. C. H. Huckelberry
County Administrator, Pima County
130 W. Congress
Tucson, Arizona 85701-1317

Re: Sonoran Desert Conservation Plan Cooperative Agreement

Dear Mr. Huckelberry:

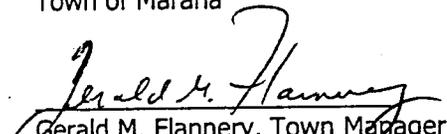
The jurisdictions represented by the undersigned have had a variety of discussions with Pima County over the past year regarding their participation in the development and implementation of the Sonoran Desert Conservation Plan. Pima County has presented to some of our respective jurisdictions a draft Cooperative Agreement for development of a regional habitat conservation plan. To date, however, a final proposed agreement has not been presented to any of the affected local jurisdictions.

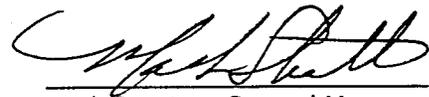
Over the past several months, representatives of these jurisdictions have met to discuss the basic concepts we each feel are important to include in a Cooperative Agreement. A consensus agreement has been reached among the participating jurisdictions regarding certain critical elements that must be included in an agreement to ensure the success of a regional habitat conservation plan. Attached is a draft Cooperative Agreement that incorporates these critical elements. We request your review and comment on this draft. We will schedule a meeting with you and representatives of the U.S. Department of Interior to discuss the proposed Agreement.

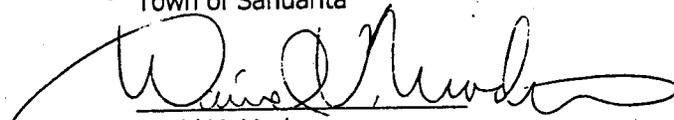
Sincerely,


Mike Hein, Town Manager
Town of Marana


Chuck Sweet, Town Manager
Town of Oro Valley


Gerald M. Flannery, Town Manager
Town of Sahuarita


Mark Stratton, General Manager
Metropolitan Domestic Water
Improvement District


David V. Modeer,
City of Tucson

Attachment: Draft Cooperative Agreement

CC: Gail Kobetich, U.S. Department of Interior
Sherry Barrett, U.S. Fish & Wildlife Service

COOPERATIVE AGREEMENT

BY AND AMONG

TOWN OF MARANA

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT

TOWN OF ORO VALLEY

TOWN OF SAHUARITA

CITY OF TUCSON

and

PIMA COUNTY

TO ESTABLISH A WORK GROUP AMONG PUBLIC AGENCIES FOR COORDINATION IN THE DEVELOPMENT AND IMPLEMENTATION OF THE SONORAN DESERT CONSERVATION PLAN (SDCP) FOR THE CONSERVATION OF SPECIES OF CONCERN IN EASTERN PIMA COUNTY.

This Cooperative Agreement ("Agreement") is made and entered into this _____ day of _____, 2000 by and among _____ and Pima County, hereinafter called County (collectively, "Public Agencies")

WITNESSETH:

WHEREAS, the Public Agencies are among the Federal, State, and local agencies that have regulatory authority or responsibility under certain Federal and State statutes, including the Endangered Species Act of 1973, as amended ("ESA"), and are authorized to enter into this agreement by A.R.S. Title 11, Chapter 7, Article 3, and

WHEREAS, the application of the ESA in Eastern Pima County with respect to listed threatened and endangered species, and the potential application of the ESA in Eastern Pima County with respect to currently unlisted "species of concern" (such listed and unlisted species of concern being herein referred to collectively as "species of concern") has significant implications for the carrying out of various governmental functions and for the continuation of economic growth in the region; and

WHEREAS, the multiple sources of authority under which the Public Agencies operate do not provide any individual agency with sufficient authority to implement a comprehensive program, enlisting the efforts of all levels of government, to provide for the long-term survival of the Species of Concern in Eastern Pima County, and

WHEREAS, without coordination of actions among the Public Agencies, the compliance actions or requirements imposed by any one Public Agency may not be consistent with the compliance actions or requirements that may be imposed by any other agency, and

WHEREAS, the Public Agencies desire that their respective concerns and responsibilities with regard to the conservation of Species of Concern be integrated and coordinated in such a manner as to ensure effective, timely, and mutually beneficial resolution of such issues within Eastern Pima County, and

WHEREAS, the Public Agencies are desirous that their local land use regulations and development decisions comply with the ESA and other applicable State and Federal environmental and endangered species statutes and regulations, and, along with local industry, that planning within Eastern Pima County provides for continued economic growth and development and ensures a healthy economic environment, and

WHEREAS, the Public Agencies have voluntarily agreed to establish a multi-agency work group, known as the SDCP Work Group, for the purpose of cooperatively developing and implementing provisions of the Sonoran Desert Conservation Plan,

THEREFORE, it is mutually agreed and understood that:

1.0 PURPOSE OF COOPERATIVE AGREEMENT

The Public Agencies have entered into this Agreement to define relationships among agencies with permit or regulatory authority over Species of Concern and to coordinate the development and implementation of the Sonoran Desert Conservation Plan, which will ensure that the activities of the Public Agencies will comply with applicable laws and regulations concerning the Species of Concern in Eastern Pima County, and which will provide long-term protection of such species.

2.0 PURPOSES OF THE WORK GROUP

The purposes of the Work Group are as follows:

2.1 Protection of Species of Concern: To coordinate the development and implementation of a plan to conserve and protect Species of Concern and their habitats within Eastern Pima County which addresses species conservation and federal compliance issues; ensures the long-term survival of the full spectrum of plants and animals that are indigenous to Eastern Pima County through preserving and enhancing habitat conditions and ecosystem functions necessary for their survival; facilitates the preservation of the region's cultural and historical resources; provides a mechanism to reduce, to the extent possible, the cumulative effects of land use on Species of Concern; provides a basis for revisions and for amendments to federal, state and local land use planning documents to achieve regional consistency in conservation planning and

implementation; and facilitates effective long range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.

2.2 Assurances to Private Sector: To ensure that the plan developed provides a means to standardize and integrate mitigation/compensation measures for Species of Concern so that public and private development actions together with mitigation/compensation measures established by the SDCP for such action(s) will satisfy concurrently without duplication or unnecessary delay applicable provisions of Federal and State laws and applicable local ordinances and regulations. It is anticipated that the SDCP will be authorized by one or more permits issued by the US Fish and Wildlife Service (USFWS) under Section 10(a) of the ESA and that it will provide an efficient, cost effective mechanism by which private parties can ensure that their activities are in compliance with the ESA.

2.3 Implementation Agreements/Section 10(a) Permits: To coordinate the development of implementing agreements among the participants to ensure execution of the conservation plan, and issuance of Section 10(a) permit(s) pursuant to the ESA to authorize incidental taking of federally listed species.

2.3.1 Individual Implementation Agreements: The conservation plan shall be implemented through enforceable agreements with the participating Public Agencies. These Implementation Agreements shall specify the operating parameters of the conservation plan for Eastern Pima County. Implementation Agreements shall further specify the obligations, authorities, responsibilities, liabilities, benefits, rights, and privileges of all parties or signatories to the Sonoran Desert Conservation Plan to be prepared and submitted with the Section 10(a) permit application(s). It is intended that the Implementation Agreements will be entered into by the Public Agencies approving the conservation plan. The Implementation Agreements will provide specific mitigation commitments for Public Agencies conducting development activities, and assurances by the Public Agencies to prevent the imposition of inconsistent or overlapping mitigation/compensation requirements under any Federal, State, or local law.

2.3.2 Alternate Implementation Agreement: The agreement for implementation of the conservation plan may be developed as a single Implementation Agreement if all parties so agree. The elements of the Implementation Agreement will follow the same guidelines as outlined in 2.3.1 for individual implementation agreements.

2.3.3 Section 10 (a) Permit(s): As parties to this Agreement, any of the Public Agencies may, if they so choose, apply for and hold their own Section 10(a) permit consistent with the conservation plan. Alternately, the parties may choose to designate another Agency as the permit holder.



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

April 5, 2001

Tom Swanson, Executive Director
Pima Association of Governments
177 North Church Avenue, Suite 405
Tucson, Arizona 85701

Re: Local Jurisdiction Participation in the Sonoran Desert Conservation Plan

Dear Mr. Swanson:

Thank you for sponsoring the March 28, 2001 meeting of local jurisdictions to discuss the Sonoran Desert Conservation Plan. I welcome, and look forward to, greater participation by the staff of local jurisdictions in the conservation planning process. It is particularly important the municipalities that will be signatories to the regional Section 10 permit gain a full understanding of the Plan and become actively involved in meetings where the drafting of the major documents that finalize the Plan is taking place.

The studies that will cover issues of concern to all jurisdictions are the Multi-Species Conservation Plan and the Environmental Impact Statement. We will see five drafts of each document, beginning this summer. Drafting and detailed substantive discussions will occur during meetings of the Science Technical Advisory Team and the Steering Committee. These two groups will sponsor some of the most important working sessions over the course of the next eighteen months. The Science Team has meetings scheduled on April 19, 2001 and May 17, 2001. Steering Committee meetings are being scheduled now and will take place according to a preestablished schedule. Jurisdictional staff should attend these meetings.

I think it is important for each jurisdiction that would like to participate in the Sonoran Desert Conservation Plan assign a staff member who has technical expertise in the areas of cultural resources, ranch conservation, open space protection, and biological resources. These jurisdictional staff members can participate with the technical teams and County staff members who oversee these team efforts. In addition to becoming engaged and knowledgeable about the Plan itself, technical experts from the jurisdictions in these areas will be able to contribute and review the drafts of the Environmental Impact Statement, which is the document the United States Fish and Wildlife Service must complete to assess the impact of the conservation alternatives available to the region.

The Science Technical Advisory Team is staffed by Ms. Julia Fonseca of the Pima County Flood Control District, and she can be reached at 740-6479. The Cultural Resources Team is staffed by

Mark Stratton

**Your Letter Dated July 19, 2000, Regarding the Sonoran Desert Conservation Plan
Cooperative Agreement**

August 22, 2000

Page 2

First, let me stress that I do believe it is appropriate to have a cooperative agreement. Now is an appropriate time to consider such an agreement. However, the cooperative agreement forwarded is limited solely to the Towns of Sahuarita, Marana, and Oro Valley, and the City of Tucson and Metropolitan Domestic Water Improvement District. An entire group of participating partners from the federal government, Departments of Agriculture (Forest Service), Interior (Bureau of Land Management, Bureau of Reclamation, United States Fish and Wildlife Service, National Parks Service, and the United States Geological Survey), Defense (United States Air Force and the United States Army Corps of Engineers), as well as the United States Environmental Protection Agency have been omitted. Further, it is also appropriate to include the Tohono O'odham Nation, the Yaqui Nation, and City of South Tucson in this process. The cooperative agreement you have drafted must be much more inclusive of implementing jurisdictions and agencies.

To date the sole financial sponsor of the planning process associated with the Sonoran Desert Conservation Plan has been as a result of action by the Board of Supervisors. The County has committed direct financial resources, staff resources, and lobbying efforts on behalf of the Plan and we have secured federal appropriations to support the planning process and to continue to elaborate the Plan. Therefore, there are several sections that I find objectionable in your draft.

My principal concerns are over Sections 3.2, 3.2.1, and 3.2.2 of the draft cooperative agreement. The process and procedures established through the agreement appear to be a method of either limiting, censoring, or unreasonably editing documents prepared for the Conservation Plan. Since Pima County has been the only entity producing such documents, either through staff or through consultants, then I must assume that the work group you have proposed seeks to edit or control Pima County reports and documents.

Rather than go through the cumbersome process as proposed, I would suggest that a better mechanism would be to provide comments and/or statements of concern regarding work products and reports prepared by the County. We have invited this type of critical review. If comments are received, we will be happy to share them, along with our written response, with all members of the steering committees, science and technical advisory committees, and any other members of the public interested in reviewing same. All points of view need to be heard with respect to developing a factual and scientific basis for conservation planning in eastern Pima County. Your comments regarding any aspect of this process or substance of the Sonoran Desert Conservation Plan are welcome, and should be articulated in writing in order to open discussion on alternative policy perspectives. The work group you have proposed, however, consisting of a limited number of local government officials, cannot have the role you suggest in deciding what to include or exclude in the Sonoran Desert Conservation Plan.

Regarding Section 3.2.1, the review process your draft proposes could take as long as one-quarter of a fiscal year per document, or 120 days to turn around any working and/or draft document associated with the planning process. To date, County staff has produced, through

Mark Stratton

**Your Letter Dated July 19, 2000, Regarding the Sonoran Desert Conservation Plan
Cooperative Agreement**

August 22, 2000

Page 3

staff, consultants or others, over 100 studies or work products. To review these documents using the process would take a great deal of time, and would unnecessarily delay Plan development. Given the critical issues associated with growth and natural resource protection in eastern Pima County, these delays for the sake of a few involved parties are inappropriate and a needless waste of time.

Section 3.2.2, which indicates the decision-making process for the Conservation Plan and its policies would be controlled by a majority vote of the work group, except when the jurisdiction in which the particular policy is being applied objects, is unworkable. A better approach would be consensus-based decision making. In the absence of actual consensus, each jurisdiction is free to develop their own individual habitat conservation plan and hold a separate Section 10(A) permit anyway. Rather than establish an elaborate and unworkable negotiation mechanism based on pre-defined powers of veto, I suggest that the local jurisdictions commit to a consensus-based working relationship and turn attention to issues of implementation. Pima County has maintained this type of actual working relationship with numerous federal partners for some time now. Further, I will say that to suggest that the Species of Concern be determined by the work group is inappropriate since I view this as the sole domain of the Science Technical Advisory Team. The science and fact-based planning process should not be subjected to artificial controls or arbitrary decisions of the work group. These are the most unworkable sections of the draft cooperative agreement and are unacceptable. I will not recommend any cooperative agreement to the Board of Supervisors that contains any of these three provisions.

An agreement that establishes a regional policy framework where participating jurisdictions identify and commit to resources is necessary to implement a regionally-accepted conservation plan. For example, in the implementing agreements of other jurisdictions, there are commitments to make funds available for the purchase and/or exchange of grazing allotments, real property, and water rights, and a commitment to implement land use policies consistent with the scientific findings of the Conservation Plan, specific commitments to set aside a specific type and amount of habitat, participation agreements for habitat restoration and enhancement projects, agreements to implement development-related conservation and/or mitigation fees, agreements to collect said funds for the expenditure of targeted, critical natural resource properties, and agreements to establish a science-based adaptive management plan to maintain the Conservation Plan. I look forward to beginning to implement an agreement that benefits all parties, and actually facilitates the conservation planning process and its implementation.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/jj

July 19, 2000

Mr. C. H. Huckelberry
County Administrator, Pima County
130 W. Congress
Tucson, Arizona 85701-1317

Re: Sonoran Desert Conservation Plan Cooperative Agreement

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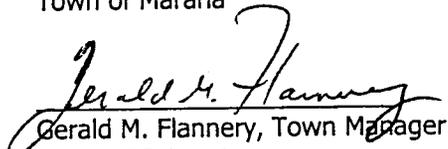
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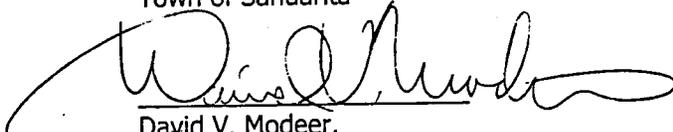
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Chuck Sweet, Town Manager
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Gerald M. Flannery, Town Manager
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Mark Stratton, General Manager
Metropolitan Domestic Water
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David V. Modeer,
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Attachment: Draft Cooperative Agreement

CC: Gail Kobetich, U.S. Department of Interior
Sherry Barrett, U.S. Fish & Wildlife Service

COOPERATIVE AGREEMENT

BY AND AMONG

TOWN OF MARANA

METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT

TOWN OF ORO VALLEY

TOWN OF SAHUARITA

CITY OF TUCSON

and

PIMA COUNTY

TO ESTABLISH A WORK GROUP AMONG PUBLIC AGENCIES FOR COORDINATION IN THE DEVELOPMENT AND IMPLEMENTATION OF THE SONORAN DESERT CONSERVATION PLAN (SDCP) FOR THE CONSERVATION OF SPECIES OF CONCERN IN EASTERN PIMA COUNTY.

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WHEREAS, the application of the ESA in Eastern Pima County with respect to listed threatened and endangered species, and the potential application of the ESA in Eastern Pima County with respect to currently unlisted "species of concern" (such listed and unlisted species of concern being herein referred to collectively as "species of concern") has significant implications for the carrying out of various governmental functions and for the continuation of economic growth in the region; and

WHEREAS, the multiple sources of authority under which the Public Agencies operate do not provide any individual agency with sufficient authority to implement a comprehensive program, enlisting the efforts of all levels of government, to provide for the long-term survival of the Species of Concern in Eastern Pima County, and

WHEREAS, without coordination of actions among the Public Agencies, the compliance actions or requirements imposed by any one Public Agency may not be consistent with the compliance actions or requirements that may be imposed by any other agency, and

WHEREAS, the Public Agencies desire that their respective concerns and responsibilities with regard to the conservation of Species of Concern be integrated and coordinated in such a manner as to ensure effective, timely, and mutually beneficial resolution of such issues within Eastern Pima County, and

WHEREAS, the Public Agencies are desirous that their local land use regulations and development decisions comply with the ESA and other applicable State and Federal environmental and endangered species statutes and regulations, and, along with local industry, that planning within Eastern Pima County provides for continued economic growth and development and ensures a healthy economic environment, and

WHEREAS, the Public Agencies have voluntarily agreed to establish a multi-agency work group, known as the SDCP Work Group, for the purpose of cooperatively developing and implementing provisions of the Sonoran Desert Conservation Plan,

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The purposes of the Work Group are as follows:

2.1 Protection of Species of Concern: To coordinate the development and implementation of a plan to conserve and protect Species of Concern and their habitats within Eastern Pima County which addresses species conservation and federal compliance issues; ensures the long-term survival of the full spectrum of plants and animals that are indigenous to Eastern Pima County through preserving and enhancing habitat conditions and ecosystem functions necessary for their survival; facilitates the preservation of the region's cultural and historical resources; provides a mechanism to reduce, to the extent possible, the cumulative effects of land use on Species of Concern; provides a basis for revisions and for amendments to federal, state and local land use planning documents to achieve regional consistency in conservation planning and

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2.3.1 Individual Implementation Agreements: The conservation plan shall be implemented through enforceable agreements with the participating Public Agencies. These Implementation Agreements shall specify the operating parameters of the conservation plan for Eastern Pima County. Implementation Agreements shall further specify the obligations, authorities, responsibilities, liabilities, benefits, rights, and privileges of all parties or signatories to the Sonoran Desert Conservation Plan to be prepared and submitted with the Section 10(a) permit application(s). It is intended that the Implementation Agreements will be entered into by the Public Agencies approving the conservation plan. The Implementation Agreements will provide specific mitigation commitments for Public Agencies conducting development activities, and assurances by the Public Agencies to prevent the imposition of inconsistent or overlapping mitigation/compensation requirements under any Federal, State, or local law.

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2.3.3 Section 10 (a) Permit(s): As parties to this Agreement, any of the Public Agencies may, if they so choose, apply for and hold their own Section 10(a) permit consistent with the conservation plan. Alternately, the parties may choose to designate another Agency as the permit holder.

2.4 Equitable Distribution of Mitigation/Compensation Obligations: To ensure that the costs of mitigation/compensation measures apply equitably to all agencies and private sector groups conducting activities affecting Species of Concern, in proportion to specific impacts within the regulatory jurisdiction of each public agency.

3.0 WORK GROUP PARTICIPANTS, ROLES AND PROCEDURES

3.1 Participants: The Work Group will consist of representatives of the parties of this Agreement, insofar as each may agree to so serve. It is acknowledged that some members of the Work Group may also be members of the SDCP Steering Committee.

3.2 Roles and Procedures : The Work Group will be responsible for review of documents produced in connection with the SDCP; review of Species of Concern to be included in the SDCP; and for review of area specific conservation plans. Species to be specifically addressed in the Endangered Species Element and any area-specific conservation plan will be determined by consensus of the Public Agencies participating in this Agreement based upon recommendations to be provided by the Steering Committee, following opportunity for public input. The Work Group will have an on-going review role upon implementation of the plan to ensure plan compliance.

3.2.1 Review Process: The Work Group will share all working drafts of documents prepared in connection with the SDCP by any Work Group member or their staff, the Technical Committees, the Steering Committee and/or their consultant(s) for review prior to release of final draft documents through the Steering Committee for public comments. In general, the Work Group will complete their review of the working drafts within sixty (60) days; however, for larger or more complex documents the Work Group may have a maximum of ninety (90) days to review the documents. The Work Group will forward their comments on the working drafts to the appropriate staff or Committee with a copy to the Steering Committee, along with any recommendations for approval, modifications or rejection of any element of the documents. The Steering Committee will review the documents along with the comments from the Work Group and return acknowledgment to the Work Group within thirty (30) days indicating agreement, disagreement or a request for further discussion on any issues raised by the Work Group. All issues shall be resolved before release of the final draft documents for public review and comment.

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IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement, on the date(s) set forth below, as of the day and year first above written.

By _____
Town of Marana

Date _____

By _____
Metropolitan Domestic Water
Improvement District

Date _____

By _____
Town of Oro Valley

Date _____

By _____
Town of Sahuarita

Date _____

By _____
City of Tucson

Date _____

By _____
Pima County

Date _____

(Other parties may be included at a later date.)



TUCSON WATER
P.O. Box 27210
Tucson, AZ 85726-7210



Telephone: (520) 791-2666
FAX: (520) 791-3293

- ◆ DATE: 12 Sep 00
- ◆ TO: Maeveen Behon
- ◆ COMPANY: Pima Co.
- ◆ FAX NUMBER: 740-8171
- ◆ FROM: Dennis Rule
- ◆ NUMBER OF PAGES: 7
(including this cover sheet)

New draft incorporating our discussions of
Sept 5. Please review & comment.

comprehensive regional program, utilizing the efforts of all levels of government, to
provide for the long-term survival of the Species of Concern in Eastern Pima County, and

09/12/00, Draft 4

WHEREAS, without coordination of actions among the Public Agencies, the compliance actions or requirements imposed by any one Public Agency may not be consistent with the compliance actions or requirements that may be imposed by any other Public Agency, and

WHEREAS, the Public Agencies desire that their respective concerns and responsibilities with regard to the conservation of Species of Concern be integrated and coordinated in such a manner as to ensure effective, timely, and mutually beneficial resolution of such issues within Eastern Pima County, and

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2.0 PURPOSES OF THE WORK GROUP

The purposes of the Work Group are as follows:

2.1 Protection of Species of Concern: To coordinate the development and implementation of a plan to conserve and protect Species of Concern and their habitats within Eastern Pima County which addresses species conservation and federal compliance issues; ensures the long-term survival of the full spectrum of plants and animals that are indigenous to Eastern Pima County through preserving and enhancing habitat conditions and ecosystem functions necessary for their survival; facilitates the preservation of the region's cultural and historical resources; provides a mechanism to reduce, to the extent possible, the cumulative effects of land use on Species of Concern; provides a basis for revisions and for amendments to federal, state and local land use planning documents to achieve regional consistency in conservation planning and

09/12/00, Draft 4

implementation; and facilitates effective long range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.

2.2 Assurances to Private Sector: To ensure that the plan developed provides a means to standardize and integrate mitigation/compensation measures for Species of Concern so that public and private development actions together with mitigation/compensation measures established by the SDCP for such action(s) will satisfy concurrently without duplication or unnecessary delay applicable provisions of Federal and State laws and applicable local ordinances and regulations. It is anticipated that the SDCP will be authorized by one or more permits issued by the US Fish and Wildlife Service (USFWS) under Section 10(a) of the ESA and that it will provide an efficient, cost-effective mechanism by which private parties can ensure that their activities are in compliance with the ESA.

2.3 Implementation Agreements/Section 10(a) Permits: To coordinate the development of Implementing Agreements among the participants to ensure execution of the conservation plan, and to coordinate the issuance of Section 10(a) Permit(s) pursuant to the ESA.

2.3.1 Individual Implementation Agreements: The conservation plan shall be implemented through enforceable agreements with the participating Public Agencies. These Implementation Agreements shall specify the operating parameters of the conservation plan for Eastern Pima County. Implementation Agreements shall further specify the obligations, authorities, responsibilities, liabilities, benefits, rights, and privileges of all parties or signatories to the Sonoran Desert Conservation Plan to be prepared and submitted with the Section 10(a) Permit application(s). It is intended that the Implementation Agreements will be entered into by the Public Agencies approving the conservation plan. The Implementation Agreements will provide specific mitigation commitments for Public Agencies conducting development activities and assurances by the Public Agencies to prevent the imposition of inconsistent or overlapping mitigation/compensation requirements under any Federal, State, or local law.

2.3.2 Alternate Implementation Agreement: The agreement for implementation of the conservation plan may be developed as a single Implementation Agreement if all parties so agree. The elements of the Implementation Agreement will follow the same guidelines as outlined in 2.3.1 for individual Implementation Agreements.

2.3.3 Section 10 (a) Permit(s): As Parties to this Agreement, any of the Public Agencies may, if they so choose, apply for and hold their own Section 10(a) Permit(s) consistent with the conservation plan. Alternately, the parties may choose to designate another Agency as the permit holder on their behalf.

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2.4 Equitable Distribution of Mitigation/Compensation Obligations: To ensure that the costs of mitigation/compensation measures apply equitably to all agencies and private sector groups conducting activities affecting Species of Concern, in proportion to specific impacts within the regulatory jurisdiction of each public agency.

3.0 WORK GROUP PARTICIPANTS, MEETINGS, ROLES AND PROCEDURES

3.1 Participants: The Work Group will consist of representatives of the Parties to this Agreement, insofar as each may agree to so serve. It is acknowledged that some members of the Work Group may also be members of the SDCP Steering Committee.

3.2 Meetings: During development of the SDCP, the Work Group will meet regularly, no less than once per month and more frequently as required. Upon implementation of the SDCP, the Work Group will develop a meeting schedule to review implementation practices and ensure compliance with various elements of the plan.

3.3 Roles and Procedures: The following general principles will guide the activities of the Work Group:

3.3.1 The Work Group will be responsible for timely review of and substantive comment on working drafts of all future documents produced in connection with the SDCP (or Multi-Species Conservation Plan) and associated Environmental Impact Statement. Opportunity for such review and comment shall be made prior to any public presentation of these working documents. It is the explicit understanding of the Parties to this Cooperative Agreement that the content of the SDCP and the EIS will be biologically- and science-based facts and mitigation alternatives but that specific recommendations for implementation will be forthcoming only as part of the Implementation Agreement(s).

3.3.2 The Work Group will participate in the drafting of the regional Section 10(a) Permit. Each Party may choose, at its option, to be covered under such permit.

3.3.3 Each Party to this Agreement also may assume the responsibility to draft and implement its own Section 10(a) Permit, either individually or jointly with other Parties, in conjunction with or separate from the regional Section 10(a) Permit.

3.4 Decision Making Process: The Work Group will adopt at its initial meeting a set of principles and procedures for resolving issues raised in the development and implementation of the SDCP. It is the intent of the members that these issues will be resolved by consensus of the Work Group.

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09/12/00, Draft 4

4.0 FUNDING

The Work Group will coordinate funding commitments through the Public Agencies they represent. The Public Agencies will develop subsequent agreements specifically addressing the funding commitments as the SDCP and the Implementation Agreement(s) are developed.

5.0 PUBLIC INVOLVEMENT

It is the intent of the Parties to this Agreement that the public will be afforded sufficient opportunity to provide input to the Endangered Species Element and the conservation plan for Eastern Pima County, not only during the required NEPA review process, but during the scoping and planning process as well.

6.0 TERM

This Agreement is effective from the date of signature until negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and until the Parties amend this Agreement or a Party to the Agreement withdraws from participation in the Sonoran Desert Conservation Plan and indicates the intent to withdraw in writing to the other Parties.

09/12/00, Draft 4

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement, on the date(s) set forth below, as of the day and year first above written.

By _____
Town of Marana

Date _____

By _____
Metropolitan Domestic Water
Improvement District

Date _____

By _____
Town of Oro Valley

Date _____

By _____
Town of Sahuarita

Date _____

By _____
City of Tucson

Date _____

By _____
Pima County

Date _____

By _____
(Other parties may be included at a later date.)

Date _____

Arizona Daily Star

A PULITZER NEWSPAPER · SERVING TUCSON SINCE 1877

Jane Amari, EDITOR AND PUBLISHER

James M. Kiser, EDITORIAL PAGE EDITOR

“A newspaper that is true to its purpose concerns itself not only with the way things are but with the way they ought to be.”

JOSEPH PULITZER

EDITORIALS

Twaddle

Sanitation is a commendable governmental endeavor when the issue is waste. But when it comes to government reports, sanitation becomes censorship, which often is a favorite bureaucratic pas-

time, but not one well-suited to the needs of citizens. will be affected by this outcome.” Sounds reasonable, but not quite reasonable enough to warrant giving each and every governmental entity a right to censor information developed with taxpayer money and for taxpayer edification.

Three suburban governments and Tucson Water seek to sanitize reports generated by Pima County involving the Sonoran Desert Conservation Plan. That is, they seek to redact or excise portions of these reports before they are let loose on the body politic. The four would-be censors are: That bustling city of commerce and growth by annexation, Marana; that enchanting suburb of pecan orchards, Sahuarita; that charming bedroom community of speed traps and above-average incomes, Oro Valley; and the previously noted water utility, Tucson Water, the city utility whose empire stretches just about as far as the eye can see.

Censorship is a favorite bureaucratic pastime, but not one well-suited to the needs of citizens.

Suspicious minds are not wholly satisfied with the announced purpose of the four entities — that they simply seek cooperation in Pima County’s effort to protect hundreds of thousands of acres from development. It would be one thing if the board of supervisors had been secretive about its aims. But it hasn’t.

It might also be understandable if the impetus for censoring power were a simple matter of feeling left out: “It’s such a significant plan,” says Marana assistant town manager Mike Reuwsaat, “that it impacts this entire region. Up to this point, there has been little collaboration or input from entities like Marana, like Sahuarita that

will be affected by this outcome.” Sounds reasonable, but not quite reasonable enough to warrant giving each and every governmental entity a right to censor information developed with taxpayer money and for taxpayer edification. It might be understandable if the plan to protect the Sonoran desert somehow would indenture or oblige the four municipal entities. It does not. It will not cost them a cent. The Sonoran Desert Conservation Plan financially affects the burbs only to the extent that all county taxpayers are affected. Nonetheless, the burbs and Tucson Water plead for equal participation, which is twaddle. Three burbs and a water utility do not a county make. They are but parts — sometimes very small parts — of the whole.

Parts of at least two of the burbs — Marana and Oro Valley — are vulnerable to charges that they have not been the best of environmental stewards. It is said — fairly or not — that the Town of Marana has yet to meet a developer it didn’t like. At least some of this plea for censorship seems to involve the dismal record of stewardship and, one suspects, the airing of that dirty laundry. We sense here a concern more for public relations than a concern for desert preservation.

Finally, this call for power of censorship implies the inevitability of bureaucratic mischief, procrastination and connivance. The county envisions the plan, pays to study it, produces reports subject to censorship by three burbs and a utility. That is the tail wagging the dog, a cart before the horse and any other truth-riddled cliché you care to apply to this insidious notion.



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

September 1, 2000

Christopher Avery
Office of the Tucson City Attorney, Civil Division
255 W. Alameda, P.O. Box 27210
Tucson, AZ 85726-7210

Re: Follow Up to Your Comment at the August 30, 2000 Meeting

Dear Mr. Avery

Thank you for attending the meeting on August 30, 2000 to discuss a potential cooperative agreement for the Sonoran Desert Conservation Plan. At that meeting you made a remark to the effect that Pima County had not responded to the draft submitted by your working group and instead chose to give it to the press. I did not want to cause embarrassment at the meeting but in fact I did respond immediately to the initial draft faxed to me on May 15, 2000. I have attached that response in case you did not receive it. It is a concern that more than two full months later, the terms that I indicated were objectionable remained essentially unchanged in the draft formally submitted to the County on July 19, 2000. Because of the policy nature of the request it was transmitted to the Board. I do not monitor who they talk with -- sorry. I hope this clarifies your misunderstanding.

Sincerely,


C.H. Huckelberry
County Administrator

c: James Keene, City Manager, City of Tucson



FACSIMILE

Michael C. Hein, Town Manager
Michael Reuwsaat, Assistant Town Manager
Diane Mangialardi, Executive Assistant

DATE: 9-14-2000

TO: Dennis Ryle, Chris Avery, Chuck Swartz, Gary Flannery,
mark stricko

COMPANY: _____

FAX#: _____

SUBJECT: HCP Judgment

COMMENTS: see attached, Ouch!

Pages being transmitted including cover sheet 2

13251 N. Lon Adams Road, Marana, Arizona 85653
Fax (520) 682-9026
Phone (520) 682-3401

Mike Reuwsaat

From: Alan Glen [AGlen@sreglaw.com]
Sent: Thursday, September 14, 2000 6:15 AM
To: 'Mike Reuwsaat'
Subject: RE: Summary of judgement as relates to Pima County

Hi Mike. Sorry for the delay in responding. I was in meetings all day yesterday with USFWS (what Joy!). I think you are on the right track. The Sacramento HCP failed in part because of the speculative nature of the funding mechanism, the lack of guarantee of participation of other jurisdictions, and the possibility that the prices of the preserve would go up and there would not be enough development to pay for it. This case has negative implications for most regional HCPs and many individual ones as well. For regional HCPs, the Natomas approach is not unusual, and I would expect the ultimate funding plan for the SDCP would have lots of the same problems. While this puts a bigger burden on Pima County, it may also result in any development under the plan being tightly constrained until it can be demonstrated that the plan has fully mitigated for that development (meaning preserves actually in hand and a secure source of funding for O&M in place). This could play into the envlor and maybe even the County's hands, acting almost as a moratorium, or at least a bottleneck, for projects trying to move forward under the plan. What is clear is that the plan will have to have secure funding and acquisition mechanisms to pass muster. Given the incredibly large financial needs of the plan, this could really hold it back.

FYI, I am told that there is Federal Register announcement about the beginning of the EIS process of the plan. Note that the Natomas Plan went on just an EA, which will always be suspect. The EIS process should be watched fairly closely.

Hope this helps. Would love to discuss more fully. Regards/Alan

Alan M. Glen
Smith, Robertson, Elliott & Glen
1717 West Sixth Street, Ste. 350
Austin, Texas 78703
Ph-512-225-5801
Fx-512-225-5821

-----Original Message-----

From: Mike Reuwsaat [mailto:reuwsaat@azstarnet.com]
Sent: Wednesday, September 13, 2000 1:34 PM
To: Alan Glen
Subject: Summary of judgement as relates to Pima County

Alan:

Thanks for the copy of the judgement regarding the case between the DOI and National Wildlife Federation. Some thoughts are attached for your consideration and comment:

Thanks

Mike Reuwsaat



Board of Supervisors Memorandum

December 5, 2000

Cooperative Agreement with the United States Forest Service

Background

On September 26, 2000, the Board approved the following as part of the motion to accept the *Draft Preliminary Sonoran Desert Conservation Plan*.

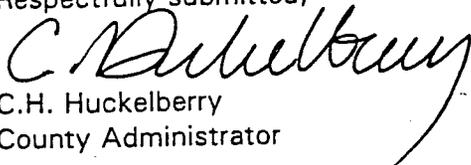
Authorize Cooperative Planning Agreements - The Chair of the Board would be authorized to sign and execute cooperative agreements regarding the planning process necessary to transform the draft preliminary Sonoran Desert Conservation Plan into a final Sonoran Desert Conservation Plan, including full participation in developing the: A) regional multi-species conservation plan, B) environmental impact statement, C) adaptive management plan, and, finally, D) implementing agreement. The following federal jurisdictions have agreed to execute cooperative agreements, and these will be forwarded to the Board during the comment period: Bureau of Land Management, Bureau of Reclamation, Environmental Protection Agency, National Parks Service, United States Air Force, United States Army Corps of Engineers, United States Fish and Wildlife Service, and United States Forest Service. Discussions with local jurisdictions are ongoing and it is anticipated that agreements for cooperative planning will be reached with the Cities of South Tucson and Tucson, and the Towns of Marana, Sahuarita and Oro Valley, as well as Tucson Water and the Metropolitan Domestic Water Improvement District.

The United States Forest Service has agreed to the attached cooperative planning strategy which will strengthen the overall Sonoran Desert Conservation Plan through consistent management practices across administrative boundaries once the Plan is completed and adopted. Agreements with other agencies will be finalized and forwarded to the Board in the near future.

Recommendation

To further advance the process of developing the Sonoran Desert Conservation Plan and conservation planning efforts throughout Pima County, it is recommended that the Board of Supervisors agree to cooperative planning with the United States Forest Service as outlined in the attached Memorandum.

Respectfully submitted,


C.H. Huckelberry
County Administrator

MEMORANDUM OF UNDERSTANDING
between
USDA FOREST SERVICE, SOUTHWESTERN REGION, CORONADO NATIONAL FOREST
and the
PIMA COUNTY GOVERNMENT

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA Forest Service, Southwestern Region, Coronado National Forest, hereinafter referred to as the Forest Service, and the Pima County Government, hereinafter referred to as the County.

A. PURPOSE:

This agreement is written to create a framework for cooperative land management planning between the Forest Service and County, including sharing of data and coordination of goals and objectives among the Forest Land Management Plan and Sonoran Desert Conservation Plan.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Whereas the Forest Service and Pima County are responsible for the management of natural and cultural resources that are distributed without regard to political jurisdiction, and

Whereas the Forest Service and County serve many of the same publics, and

Whereas resource management and public service are facilitated by coordinated, regional and cross-jurisdictional approaches;

The Forest Service and County find that it is mutually beneficial to share information on the location of natural and cultural resources, their management requirements, and the interests and concerns of the public, and to develop and implement coordinated plans for resource management.

C. FOREST SERVICE SHALL:

1. Compile data concerning wildlife, vegetation, riparian habitats, ranching and cultural resources on National Forest System lands within the County.
2. Compile information on Forest Land Management Plan standards and guidelines for National Forest System lands within Pima County.
3. Provide the compiled information to the County in the form of management summaries and other documents.
4. Provide staff to participate on Technical Teams, and assist the County in analyzing information provided by the Forest Service, and to identify opportunities for coordinated conservation planning and implementation respecting ranches, cultural and historic resources, riparian areas, critical and sensitive habitat and biological corridors.
5. Implement the existing Forest Land Management Plan, and prepare and implement a revised plan (if authorized by Congress), in a manner that responds to information provided by the County, and that coordinates opportunities for conservation of natural and cultural resources.
6. Standardize and integrate regulatory procedures and requirements to ensure inter-jurisdictional consistency, to the extent possible and consistent with law.

D. THE COUNTY SHALL:

1. Compile data concerning wildlife, vegetation, riparian habitats, ranching and cultural resources on non-Forest Service lands within the County

2. Include the Forest Service as a participant in the Government Working Group and appropriate Science Technical Teams engaged in development of the Sonoran Desert Conservation Plan.
3. Provide staff to assist the Forest Service in analyzing information provided by the County, and to identify opportunities for coordinated conservation planning and implementation respecting ranches, cultural and historic resources, riparian areas, critical and sensitive habitat and biological corridors.
4. Prepare and implement a Sonoran Desert Conservation Plan in a manner that responds to information provided by the Forest Service, and that coordinates opportunities for conservation of natural and cultural resources.
5. Standardize and integrate regulatory procedures and requirements to ensure inter-jurisdictional consistency, to the extent possible and consistent with law.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. TERMINATION. Either party, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
2. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
3. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

John McGee
Coronado National Forest
300 W. Congress
Tucson, AZ 85701

Phone: (520) 670-4552
FAX: (520)-670-4567
E-Mail: jmcgee@fs.fed.us

Cooperator Project Contact

C. H. Huckelberry
Pima County Administrator
130 Congress, 10th Floor
Tucson, AZ 85701

Phone: (520)-740-8661
FAX: (520)-740-8171
E-Mail

Forest Service Administrative Contact

Jerry Conner
Coronado National Forest
300 W. Congress
Tucson, AZ 85701

Phone: (520)-670-4527
FAX: (520)-670-4567
E-Mail: jconner@fs.fed.us

Cooperator Administrative Contact

Maeveen Behan
Pima County
130 W. Congress, 10th Floor
Tucson, AZ 85701

Phone: (520)-740-8162
FAX: (520)-740-8171
E-Mail:
mbehan@exchange.pima.co.az.us

4. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligating document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the Cooperator of any contract or other agreement. Any

contract or agreements for training or other services must fully comply with all applicable requirements for competition.

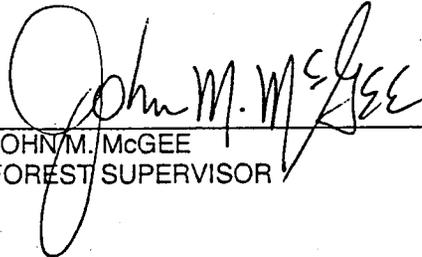
5. RESTRICTION TO DELEGATES. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
6. MODIFICATION. Changes within the scope of this instrument shall be made by the issuance of a bilaterally executed modification.
7. COMPLETION DATE. This instrument is executed as of the last date shown below and expires on September 30, 2002 at which time it is subject to review and renewal, or expiration.

THE PARTIES HERETO have executed this instrument.

PIMA COUNTY GOVERNMENT
BOARD OF SUPERVISORS

USDA FOREST SERVICE
SOUTHWESTERN REGION
CORONADO NATIONAL FOREST

SHARON BRONSON, CHAIR DATE
BOARD OF SUPERVISORS

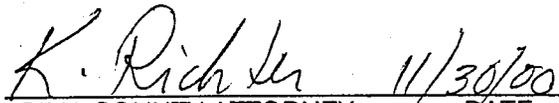
 11.27.00

JOHN M. MCGEE DATE
FOREST SUPERVISOR

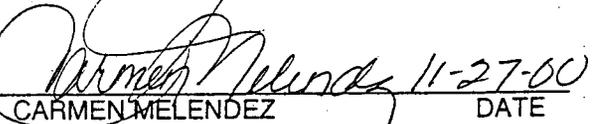
 11/30/00

C. H. HUCKELBERRY DATE
COUNTY ADMINISTRATOR

The authority and format of this instrument has been reviewed and approved for signature.

 11/30/00

PIMA COUNTY ATTORNEY DATE

 11-27-00

CARMEN MELENDEZ DATE
FS Agreements Coordinator



Board of Supervisors Memorandum

December 12, 2000

Cooperative Agreements with the Metropolitan Domestic Water Improvement District; Bureau of Reclamation; Bureau of Land Management; National Park Service; and United States Fish and Wildlife Service

Background

On September 26, 2000, the Board approved the following as part of the motion to accept the *Draft Preliminary Sonoran Desert Conservation Plan*:

"Authorize Cooperative Planning Agreements - The Chair of the Board would be authorized to sign and execute cooperative agreements regarding the planning process necessary to transform the draft preliminary Sonoran Desert Conservation Plan into a final Sonoran Desert Conservation Plan, including full participation in developing the: A) regional multi-species conservation plan, B) environmental impact statement, C) adaptive management plan, and, finally, D) implementing agreement."

Last week the Board approved a cooperative planning strategy between Pima County and the United States Forest Service. The attached documents reflect similar commitments between Pima County and the Metropolitan Domestic Water Improvement District; Bureau of Reclamation; Bureau of Land Management; National Park Service; and United States Fish and Wildlife Service.

Recommendation

To further advance the process of developing the Sonoran Desert Conservation Plan and conservation planning efforts throughout Pima County, it is recommended that the Board of Supervisors agree to cooperative planning with the Metropolitan Domestic Water Improvement District; Bureau of Reclamation; Bureau of Land Management; National Park Service; and United States Fish and Wildlife Service as outlined in the attached Memoranda.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "C. Huckelberry".

C.H. Huckelberry
County Administrator



**MEMORANDUM OF UNDERSTANDING OF
THE SONORAN DESERT CONSERVATION PLAN**
between
the METROPOLITAN DOMESTIC WATER IMPROVEMENT DISTRICT
and
PIMA COUNTY

WHEREAS, the Sonoran Desert Conservation Plan has multiple elements including the protection of cultural resources and historic resources as well as natural resources; and

WHEREAS, the enhancement of the natural resource base in urban areas such as the Metropolitan Domestic Water Improvement District (MDWID) is important to the overall success of the Sonoran Desert Conservation Plan; and

WHEREAS, on March 2, 1999, the Pima County Board of Supervisors committed to preserving and protecting the Sonoran Desert through the adoption of the Sonoran Desert Conservation Plan in concept; and

WHEREAS, the Sonoran Desert Conservation Plan seeks to protect and preserve cultural, historic and natural resources; and

WHEREAS, for the Sonoran Desert Conservation Plan to be truly comprehensive and meaningfully conserve the resources important to the Citizens of Pima County, a cooperative and collaborative effort is needed between Pima County and MDWID.

THE BOARD OF SUPERVISORS OF PIMA COUNTY, ARIZONA, AND MDWID WILL SEEK TO COLLABORATE AND COOPERATE IN DEVELOPING AND ESTABLISHING THE SONORAN DESERT CONSERVATION PLAN, AS FOLLOWS:

- I. Pima County and MDWID share a cooperative intent to develop and implement the goals and objectives of the Sonoran Desert Conservation Plan, and provide a framework for cooperation among the Parties.
- II. Pima County acknowledges and desires the full participation of MDWID in developing the final Sonoran Desert Conservation Program. Pima County and MDWID will work with the Steering Committee for the Sonoran Desert Conservation Plan, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss, develop and implement meaningful conservation standards as part of the Sonoran Desert Conservation Plan. Actions may include but not be limited to:
 - A. Pima County will provide a copy of all reports prepared for or produced through the Sonoran Desert Conservation Planning process.
 - B. MDWID will appoint a member of staff to participate with Pima County in developing the Plan. MDWID may comment on any aspect or any written report prepared for the Plan. Comments made in writing will be addressed by Pima County.

- C. Any written comments and/or reports related to the Sonoran Desert Conservation Plan produced by MDWID will be made available to Pima County.
 - D. MDWID and Pima County each agree to appoint a staff member to a governmental working group. Said group will meet monthly to advance a cooperative planning process for the Sonoran Desert Conservation Plan.
 - E. The decision-making process regarding the Conservation Plan will be by consensus.
 - F. Pima County acknowledges and desires the full participation of MDWID in developing the final Sonoran Desert Conservation Plan.
- III. Pima County and MDWID will work cooperatively to design and implement a conservation plan 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 the development of six planning elements, including Habitat and Corridor Protection; Riparian Protection and Restoration; Mountain Park Expansion; Ranch Conservation; 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:
 1. Promote recovery of federally listed and candidate species.
 2. Where feasible and appropriate, re-introduce and recover species that have been extirpated from this region.
 3. Maintain or improve the status of unlisted species whose existence in Pima County is vulnerable.
 4. 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.
 5. Identify causes that disrupt ecosystem functions within target plant communities selected for their biological significance, and develop strategies to reverse or mitigate them.

6. 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, the preservation of historic, traditional, and current land uses.
 - F. Facilitates water conservation strategies, including recharge projects that can both effect riparian habitat restoration and facilitate aquifer recharge to mitigate regional groundwater level declines.
 - G. Identifies future water utility infrastructure needs, and means to ensure that such infrastructure, including water transmission lines and storage reservoirs, will be designed in a manner that will advance the goals of habitat protection and conservation.
 - H. Ensures the long-term fiscal viability of the land base, upholds property rights, and addresses quality of life issues for citizens.
 - I. Seeks sufficiently broad and predictable regulatory assurances in order to achieve conservation goals while meeting economic needs of the community.
 - J. Standardizes and integrates to the extent possible regulatory procedures and requirements, to ensure inter-jurisdictional consistency and reduce delay in permitting programs.
 - K. Provides a mechanism to reduce to the extent possible the cumulative effects of land use on species of concern.
 - L. Provides a basis for possible revisions and for amendments to federal land-use planning documents to achieve regional consistency in conservation planning and implementation.
 - M. Facilitates effective long-range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.
- IV. Pima County and MDWID recognize that any action is subject to all applicable federal and state laws.
- V. Pima County and MDWID anticipate this working arrangement to continue until negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.

SIGNED THIS _____ day of _____, 2000.

PIMA COUNTY BOARD OF SUPERVISORS

**METROPOLITAN DOMESTIC WATER
IMPROVEMENT DISTRICT**

Sharon Bronson, Chair

Pete Schlegel, Chair

ATTEST

ATTEST

Clerk of the Board of Supervisors

General Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy County Attorney

Attorney



**MEMORANDUM OF UNDERSTANDING TO DEVELOP
THE SONORAN DESERT CONSERVATION PLAN**

between

the BUREAU OF RECLAMATION

and

PIMA COUNTY

I. Parties:

This Memorandum of Understanding is made as of _____ 2000, between Pima County and Bureau of Reclamation, 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 develop 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 with the Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss and develop meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

IV. Goals and Objectives:

Under this Memorandum of Understanding the Parties will work cooperatively to design a conservation plan 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 the development of six planning elements, including Habitat and Corridor Protection; Riparian Protection and Restoration; Mountain Park Expansion; Ranch Conservation; 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:

1. Promote recovery of federally listed and candidate species.
 2. Where feasible and appropriate, re-introduce and recover species that have been extirpated from this region.
 3. Maintain or improve the status of unlisted species whose existence in Pima County is vulnerable.
 4. 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.
 5. Identify causes that disrupt ecosystem functions within target plant communities selected for their biological significance, and develop strategies to reverse or mitigate them.
 6. 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, 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 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 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 negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.

SIGNED AND ACCEPTED THIS _____ day of _____, 2000.

PIMA COUNTY BOARD OF SUPERVISORS

BUREAU OF RECLAMATION

Sharon Bronson, Chair

ATTEST

ATTEST

Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy County Attorney

Attorney



**MEMORANDUM OF UNDERSTANDING TO DEVELOP
THE SONORAN DESERT CONSERVATION PLAN**
between
the BUREAU OF LAND MANAGEMENT
and
PIMA COUNTY

I. Parties:

This Memorandum of Understanding is made as of _____ 2000, between Pima County and Bureau of Land Management, 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 develop 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 with the Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss and develop meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

IV. Goals and Objectives:

Under this Memorandum of Understanding the Parties will work cooperatively to design a conservation plan 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 the development of six planning elements, including Habitat and Corridor Protection; Riparian Protection and Restoration; Mountain Park Expansion; Ranch Conservation; and Cultural and Historic Preservation.
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 5. Identify causes that disrupt ecosystem functions within target plant communities selected for their biological significance, and develop strategies to reverse or mitigate them.
 6. 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, 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.
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 - I. Provides 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 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 negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.

SIGNED AND ACCEPTED THIS _____ day of _____, 2000.

PIMA COUNTY BOARD OF SUPERVISORS

BUREAU OF LAND MANAGEMENT

Sharon Bronson, Chair

ATTEST

ATTEST

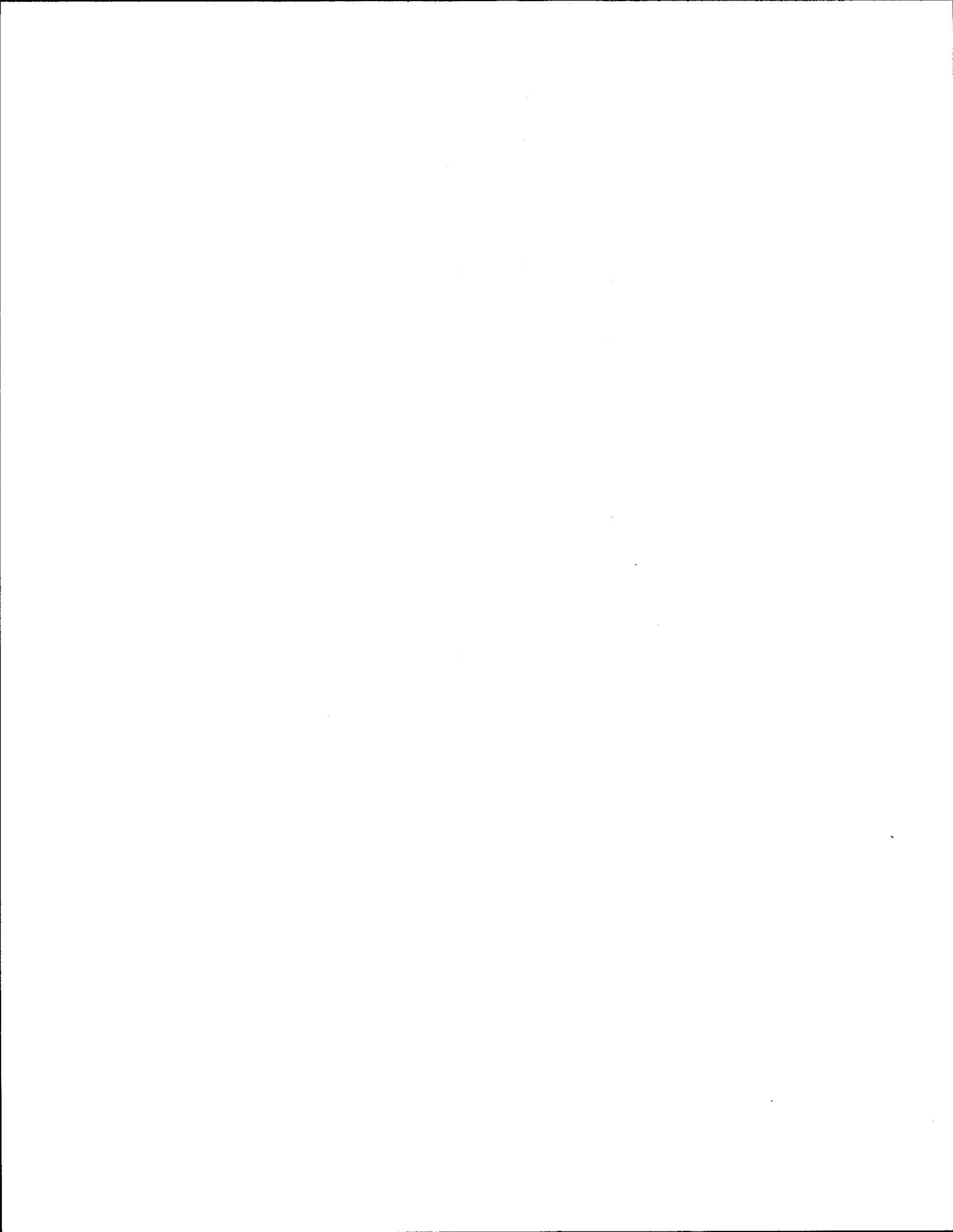
Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy County Attorney

Attorney



**MEMORANDUM OF UNDERSTANDING TO DEVELOP
THE SONORAN DESERT CONSERVATION PLAN**
between
the NATIONAL PARK SERVICE
and
PIMA COUNTY

I. Parties:

This Memorandum of Understanding is made as of _____ 2000, between Pima County and the National Park 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 develop 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 with the Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss and develop meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

IV. Goals and Objectives:

Under this Memorandum of Understanding the Parties will work cooperatively to design a conservation plan 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 the development of six planning elements, including Habitat and Corridor Protection; Riparian Protection and Restoration; Mountain Park Expansion; Ranch Conservation; and Cultural and Historic Preservation.
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1. Promote recovery of federally listed and candidate species.
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V. Term

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SIGNED AND ACCEPTED THIS _____ day of _____, 2000.

PIMA COUNTY BOARD OF SUPERVISORS

NATIONAL PARK SERVICE

Sharon Bronson, Chair

ATTEST

ATTEST

Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy County Attorney

Attorney



**MEMORANDUM OF UNDERSTANDING TO DEVELOP
THE SONORAN DESERT CONSERVATION PLAN**
between
the UNITED STATES FISH & WILDLIFE SERVICE
and
PIMA COUNTY

I. Parties:

This Memorandum of Understanding is made as of _____ 2000, between Pima County and the 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 develop 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 with the Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss and develop meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

IV. Goals and Objectives:

Under this Memorandum of Understanding the Parties will work cooperatively to design a conservation plan that:

- A. Complies with federal requirements under the Endangered Species Act, Clean Water Act, National Historic Preservation Act, and National Environmental Policy Act.
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- K. Facilitates effective long-range intergovernmental research 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 negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.

SIGNED AND ACCEPTED THIS _____ day of _____, 2000.

PIMA COUNTY BOARD OF SUPERVISORS

UNITED STATES FISH & WILDLIFE SERVICE

Sharon Bronson, Chair

ATTEST

ATTEST

Clerk of the Board of Supervisors

APPROVED AS TO FORM

APPROVED AS TO FORM

Deputy County Attorney

Attorney



Board of Supervisors Memorandum

April 17, 2001

Cooperative Agreement with the United States Environmental Protection Agency

Background

On September 26, 2000, the Board approved the following as part of the motion to accept the *Draft Preliminary Sonoran Desert Conservation Plan*.

Authorize Cooperative Planning Agreements - The Chair of the Board would be authorized to sign and execute cooperative agreements regarding the planning process necessary to transform the draft preliminary Sonoran Desert Conservation Plan into a final Sonoran Desert Conservation Plan, including full participation in developing the: [A] regional multi-species conservation plan, [B] environmental impact statement, [C] adaptive management plan, and, finally, [D] implementing agreement.

On December 5, 2000, Pima County entered into a Cooperative Agreement with the United States Forest Service. On December 12, 2000, Agreements were executed with the Bureau of Land Management, Bureau of Reclamation, National Park Service, United States Fish and Wildlife Service, and the Metropolitan Domestic Water Improvement District.

Today I am forwarding a similar Cooperative Agreement that will continue to advance the regional conservation planning effort between Pima County and the United States Environmental Protection Agency. Discussions with local jurisdictions are ongoing and it is anticipated that agreements for cooperative planning will be reached.

Recommendation

To further advance the process of developing the Sonoran Desert Conservation Plan and conservation planning efforts throughout Pima County, it is recommended that the Board of Supervisors agree to cooperative planning with the United States Environmental Protection Agency as outlined in the attached Memorandum.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "C. Huckelberry".

C.H. Huckelberry
County Administrator

(April 12, 2001)

**MEMORANDUM OF UNDERSTANDING TO DEVELOP
THE SONORAN DESERT CONSERVATION PLAN**
between
the ENVIRONMENTAL PROTECTION AGENCY
and
PIMA COUNTY

I. Parties:

This Memorandum of Understanding is made as of _____ 2001, between Pima County and the Environmental Protection Agency, 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 develop 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 with the Sonoran Desert Conservation Plan Steering Committee, interested members of the public, consultants, members of technical committees, and participating jurisdictions and government agencies during the process to discuss and develop meaningful conservation standards as part of the Sonoran Desert Conservation Plan.

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- D. Facilitates the preservation of cultural and historical resources.
 - E. Recognizes how sustainable ranching can facilitate healthy and diverse ecosystems, open space conservation, the preservation of historic, traditional, and current land uses.
 - F. Considers the long-term fiscal viability of the land base, impacts on property rights, and 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.
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 - J. Provides a basis for possible revisions or amendments to federal land-use planning documents to achieve regional consistency in conservation planning and implementation.
 - K. Facilitates effective long-range intergovernmental research efforts, data and information sharing, and the development of adaptive management strategies.

V. Statutory Responsibilities

- A. The undersigned recognize that public entities have specific statutory and regulatory authority and responsibilities, and that actions of public agencies must be consistent with applicable procedural and substantive requirements. Nothing in this MOU is intended to or shall have the effect of constraining or limiting any public entity in carrying out its statutory responsibilities.
- B. EPA's participation in developing the Sonoran Desert Conservation Plan does not imply endorsement of, or concurrence with, the Plan or components of the associated Environmental Impact Statement (EIS), including the preferred alternative and the U.S. Fish and Wildlife Service's conclusions regarding significant impacts and mitigation. EPA's role in the development process does not abridge its independent authority to review and comment on the official Draft EIS and Final EIS, pursuant to the National Environmental Policy Act (NEPA) and section 309 of the Clean Air Act, nor to review and comment on individual permit applications or veto decisions of the U.S. Army Corps of Engineers under section 404 of the Clean Water Act.

VI. Availability of Appropriated Funds

EPA's commitments and obligations under this Memorandum of Understanding are subject to the requirements of the federal Anti-Deficiency Act and the availability of appropriated funds. The Parties acknowledge that this Understanding does not require any federal agency to expend its appropriated funds unless and until an authorized officer of that agency affirmatively acts to commit to such expenditures as evidenced in writing. Consistent with federal law, nothing in this document constrains the discretion of the President or his or her successor from making whatever budgetary or legislative proposals he or his successors deem appropriate or desirable.

VII. Term

This Memorandum of Understanding is effective from the date of signature until negotiations and consultations under Section 10 and Section 7 of the Endangered Species Act are completed, local and federal programs are defined, and permits are issued by the United States Fish and Wildlife Service for the Sonoran Desert Conservation Plan, unless and 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.

SIGNED AND ACCEPTED THIS _____ day of _____, 2001.

PIMA COUNTY BOARD OF SUPERVISORS

ENVIRONMENTAL PROTECTION AGENCY

Chairman of the Board

ATTEST

ATTEST

Clerk of the Board of Supervisors

APPROVED AS TO CONTENT



Pima County Administrator



MEMORANDUM

Date: April 12, 2001

To: The Honorable Chair and Members
Pima County Board of Supervisors

From: C.H. Huckelberry
County Administrator

A handwritten signature in black ink, appearing to be "CHH", is written over the printed name "C.H. Huckelberry".

Re: Attached Memorandum on Local Participation in the Sonoran Desert Conservation Plan

The attached correspondence to the Executive Director of the Pima Association of Governments is forwarded for your information. Each month for two hours before the Regional Council meeting of the Pima Association of Governments, the local jurisdictions will meet to discuss the Sonoran Desert Conservation Plan. This meeting will be in addition to the Government Working Group, which generally meets each month and has been regularly attended by all federal stakeholders.

Last month the discussion at the meeting hosted by the Pima Association of Governments focused on issues of staffing and technical review of studies and reports related to the planning process. On April 25, 2001 an overview of the science process will be provided, including a description of the biological workplan and peer review aspects of that process. To facilitate this meeting, studies that describe both the overall process and the results of the peer review work will be issued next week. I have attached recent correspondence on the topic of local jurisdiction participation in the Sonoran Desert Conservation Plan, which was copied to the local government managers.

Attachment



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

April 5, 2001

Tom Swanson, Executive Director
Pima Association of Governments
177 North Church Avenue, Suite 405
Tucson, Arizona 85701

Re: Local Jurisdiction Participation in the Sonoran Desert Conservation Plan

Dear Mr. Swanson:

Thank you for sponsoring the March 28, 2001 meeting of local jurisdictions to discuss the Sonoran Desert Conservation Plan. I welcome, and look forward to, greater participation by the staff of local jurisdictions in the conservation planning process. It is particularly important the municipalities that will be signatories to the regional Section 10 permit gain a full understanding of the Plan and become actively involved in meetings where the drafting of the major documents that finalize the Plan is taking place.

The studies that will cover issues of concern to all jurisdictions are the Multi-Species Conservation Plan and the Environmental Impact Statement. We will see five drafts of each document, beginning this summer. Drafting and detailed substantive discussions will occur during meetings of the Science Technical Advisory Team and the Steering Committee. These two groups will sponsor some of the most important working sessions over the course of the next eighteen months. The Science Team has meetings scheduled on April 19, 2001 and May 17, 2001. Steering Committee meetings are being scheduled now and will take place according to a preestablished schedule. Jurisdictional staff should attend these meetings.

I think it is important for each jurisdiction that would like to participate in the Sonoran Desert Conservation Plan assign a staff member who has technical expertise in the areas of cultural resources, ranch conservation, open space protection, and biological resources. These jurisdictional staff members can participate with the technical teams and County staff members who oversee these team efforts. In addition to becoming engaged and knowledgeable about the Plan itself, technical experts from the jurisdictions in these areas will be able to contribute and review the drafts of the Environmental Impact Statement, which is the document the United States Fish and Wildlife Service must complete to assess the impact of the conservation alternatives available to the region.

The Science Technical Advisory Team is staffed by Ms. Julia Fonseca of the Pima County Flood Control District, and she can be reached at 740-6479. The Cultural Resources Team is staffed by

Tom Swanson, Executive Director
Local Jurisdiction Participation in the Sonoran Desert Conservation Plan
April 5, 2001
Page 2

Mr. David Cushman of the Cultural Resources Office, and he can be reached at 740-6858. The Ranch Conservation Team is staffed by Ms. Linda Mayro of the Cultural Resources Office, and she can be reached at 740-6451. The Recreation Technical Team is staffed by Ms. Lauren Harvey of the Natural Resources, Parks and Recreation Department, and she can be reached at 740-2690. General coordination and direction of the Sonoran Desert Conservation Plan is provided by my office through Maeveen Behan, who can be reached at 740-8162.

It is also important to understand that in developing the Sonoran Desert Conservation Plan and associated biological, historic and cultural, as well as visual and heritage reserves, that a vast majority of these areas fall in unincorporated Pima County. The County will proceed on an accelerated schedule to amend our Comprehensive Land Use Plan for the unincorporated area consistent with the Sonoran Desert Conservation Plan. This process, while independent of the Conservation Plan, will use as a planning foundation the scientific findings of the Conservation Plan. We would invite other jurisdictions to do the same. However, we absolutely recognize that the degree of conservation employed by a particular jurisdiction is entirely the decision of that jurisdiction and they may choose to participate in conservation practices more or less than those of the County. Such is appropriate.

I am also forwarding the most recently adopted jurisdictional cooperative agreements and providing a copy of my letter to all jurisdictions dated August 22, 2000 so we can avoid pitfalls of earlier discussions on cooperative agreements. The County will enter into cooperative agreements with each jurisdiction crafted to meet the specific needs of each jurisdiction. However, it is my desire that the document not become an exercise in demonstrating the vigor and survival of bureaucratic processes, but one that promotes communication, cooperation and recognizes the principle that no single jurisdiction, including the County, can dictate to other jurisdictions what they should or should not do regarding the Conservation Plan.

I look forward to future meetings on this subject.

Sincerely,



C.H. Huckelberry
County Administrator

CHH:slr

Attachments

c: James Keene, Manager, City of Tucson
Chuck Sweet, Manager, Town of Oro Valley
Fernando Castro, Manager, City of South Tucson
Jerry Flannery, Manager, Town of Sahuarita
Mike Hein, Manager, Town of Oro Valley
Mike Reuwsaat, Assistant Town Manager, Town of Marana



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

August 22, 2000

Mark Stratton, General Manager
Metropolitan Domestic Water Improvement District
P.O. Box 36870
Tucson, Arizona 85740

Re: Your Letter Dated July 19, 2000, Regarding the Sonoran Desert Conservation Plan
Cooperative Agreement

Dear Mr. Stratton:

Based on your request, this letter will provide my review and comments on the draft cooperative agreement forwarded in your letter. These comments should be taken in light of our review of a number of memorandums of understanding, cooperative agreements, or other agreements related to multi-species habitat conservation planning. These agreements consist of, but are not limited to: the Coastal Sage Scrub Natural Community Conservation Planning in Southern California, the Kern County California Memorandum of Understanding, the Lower Colorado River Multi-Species Conservation Program Agreement and Clarification, and the Clark County Implementation Agreement.

In addition, on February 8, 2000, I sent a draft cooperative agreement to the steering committee. I do not recall receiving any comments from you on this draft. Our records indicate it was sent to you or members of your staff who are on the steering committee. I assume you have seen these documents since the section of your draft entitled "Equitable Distribution of Mitigation/Compensation Obligation" is almost identical to the Kern County cooperative agreement.

In reviewing the attached Draft 3 dated July 19, 2000, it does not differ much from the draft sent to me on May 15. At that time I marked up a copy and sent a version back. I assume that each of you received a copy of this version.

Mark Stratton

Your Letter Dated July 19, 2000, Regarding the Sonoran Desert Conservation Plan
Cooperative Agreement

August 22, 2000

Page 3

staff, consultants or others, over 100 studies or work products. To review these documents using the process would take a great deal of time, and would unnecessarily delay Plan development. Given the critical issues associated with growth and natural resource protection in eastern Pima County, these delays for the sake of a few involved parties are inappropriate and a needless waste of time.

Section 3.2.2, which indicates the decision-making process for the Conservation Plan and its policies would be controlled by a majority vote of the work group, except when the jurisdiction in which the particular policy is being applied objects, is unworkable. A better approach would be consensus-based decision making. In the absence of actual consensus, each jurisdiction is free to develop their own individual habitat conservation plan and hold a separate Section 10(A) permit anyway. Rather than establish an elaborate and unworkable negotiation mechanism based on pre-defined powers of veto, I suggest that the local jurisdictions commit to a consensus-based working relationship and turn attention to issues of implementation. Pima County has maintained this type of actual working relationship with numerous federal partners for some time now. Further, I will say that to suggest that the Species of Concern be determined by the work group is inappropriate since I view this as the sole domain of the Science Technical Advisory Team. The science and fact-based planning process should not be subjected to artificial controls or arbitrary decisions of the work group. These are the most unworkable sections of the draft cooperative agreement and are unacceptable. I will not recommend any cooperative agreement to the Board of Supervisors that contains any of these three provisions.

An agreement that establishes a regional policy framework where participating jurisdictions identify and commit to resources is necessary to implement a regionally-accepted conservation plan. For example, in the implementing agreements of other jurisdictions, there are commitments to make funds available for the purchase and/or exchange of grazing allotments, real property, and water rights, and a commitment to implement land use policies consistent with the scientific findings of the Conservation Plan, specific commitments to set aside a specific type and amount of habitat, participation agreements for habitat restoration and enhancement projects, agreements to implement development-related conservation and/or mitigation fees, agreements to collect said funds for the expenditure of targeted, critical natural resource properties, and agreements to establish a science-based adaptive management plan to maintain the Conservation Plan. I look forward to beginning to implement an agreement that benefits all parties, and actually facilitates the conservation planning process and its implementation.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/jj

Mark Stratton

Your Letter Dated July 19, 2000, Regarding the Sonoran Desert Conservation Plan
Cooperative Agreement

August 22, 2000

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staff, consultants or others, over 100 studies or work products. To review these documents using the process would take a great deal of time, and would unnecessarily delay Plan development. Given the critical issues associated with growth and natural resource protection in eastern Pima County, these delays for the sake of a few involved parties are inappropriate and a needless waste of time.

Section 3.2.2, which indicates the decision-making process for the Conservation Plan and its policies would be controlled by a majority vote of the work group, except when the jurisdiction in which the particular policy is being applied objects, is unworkable. A better approach would be consensus-based decision making. In the absence of actual consensus, each jurisdiction is free to develop their own individual habitat conservation plan and hold a separate Section 10(A) permit anyway. Rather than establish an elaborate and unworkable negotiation mechanism based on pre-defined powers of veto, I suggest that the local jurisdictions commit to a consensus-based working relationship and turn attention to issues of implementation. Pima County has maintained this type of actual working relationship with numerous federal partners for some time now. Further, I will say that to suggest that the Species of Concern be determined by the work group is inappropriate since I view this as the sole domain of the Science Technical Advisory Team. The science and fact-based planning process should not be subjected to artificial controls or arbitrary decisions of the work group. These are the most unworkable sections of the draft cooperative agreement and are unacceptable. I will not recommend any cooperative agreement to the Board of Supervisors that contains any of these three provisions.

An agreement that establishes a regional policy framework where participating jurisdictions identify and commit to resources is necessary to implement a regionally-accepted conservation plan. For example, in the implementing agreements of other jurisdictions, there are commitments to make funds available for the purchase and/or exchange of grazing allotments, real property, and water rights, and a commitment to implement land use policies consistent with the scientific findings of the Conservation Plan, specific commitments to set aside a specific type and amount of habitat, participation agreements for habitat restoration and enhancement projects, agreements to implement development-related conservation and/or mitigation fees, agreements to collect said funds for the expenditure of targeted, critical natural resource properties, and agreements to establish a science-based adaptive management plan to maintain the Conservation Plan. I look forward to beginning to implement an agreement that benefits all parties, and actually facilitates the conservation planning process and its implementation.

Sincerely,



C.H. Huckelberry
County Administrator

CHH/jj



COUNTY ADMINISTRATOR'S OFFICE

PIMA COUNTY GOVERNMENTAL CENTER
130 W. CONGRESS, TUCSON, AZ 85701-1317
(520) 740-8661 FAX (520) 740-8171

C. H. HUCKELBERRY
County Administrator

June 4, 2001

Tom Swanson, Executive Director
Pima Association of Governments
177 North Church, Suite 405
Tucson, Arizona 85701

Re: **New City Draft on Cooperative Agreement**

Dear Mr. Swanson:

Enclosed please find a marked up version of the new City draft. I understand that this new draft was produced by the City Attorney and shared with other jurisdictions only at the last Manager's subcommittee meeting on developing a draft cooperative agreement. Lacking in this draft was a discussion, I believe initiated by the City, regarding how growth areas can and should be a part of this discussion. The County will be providing a new draft at the next Manager's subcommittee meeting.

Our new draft will hopefully be no longer than one page. Item (g) on Page 4 of the City draft should be rewritten to reflect not only information from Pima County, but information from any jurisdiction on any subject that is related to the Conservation Plan. Such would mean water information from the City of Tucson since they produce reports and collect data and information related to water resources.

We will continue to cooperate in this frustrating process.

Sincerely,

A handwritten signature in black ink that reads "C. Huckelberry".

C.H. Huckelberry
County Administrator

CHH/jj

Attachment

**COOPERATIVE AGREEMENT
BY AND AMONG
CITY OF SOUTH TUCSON
CITY OF TUCSON
TOWN OF MARANA
TOWN OF ORO VALLEY
TOWN OF SAHUARITA
PIMA COUNTY
PIMA ASSOCIATION OF GOVERNMENTS**

This COOPERATIVE AGREEMENT is hereby entered into by and among the Town of Marana, Town of Oro Valley, Town of Sahuarita, City of South Tucson, City of Tucson, Pima County, and the Pima Association of Governments, hereinafter referred to as local agencies.

A. PURPOSE:

This agreement provides a framework for cooperative conservation planning and for the exchange of information between local agencies involved in preparing, reviewing and implementing the Sonoran Desert Conservation Plan and other plans and documents related to conservation planning in the Tucson region. The ultimate goal of this agreement is to comply with the Endangered Species Act.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Whereas, the local agencies recognize that conservation planning and Endangered Species Act compliance is best facilitated by coordinated, regional and inter-jurisdictional approaches; and

Whereas, the local agencies recognize the degree of conservation employed by a particular jurisdiction is entirely the decision of that jurisdiction and such is appropriate and responsible;

Therefore, the local agencies find that is mutually beneficial to exchange information regarding natural and cultural resources, to cooperatively develop and implement provisions of the Sonoran Desert Conservation Plan, and to coordinate compliance with the Endangered Species Act.

C. THE LOCAL AGENCIES SHALL:

1. Share drafts of documents and plan alternatives prepared in connection with the Sonoran Desert Conservation Plan and other Endangered Species Act compliance plans, as well as any comments made on such plans by the local agencies.
2. Acknowledge that each local agency may or may not use information developed for the Sonoran Desert Conservation Plan, and each may choose to adopt and implement conservation policies and Endangered Species Act compliance plans consistent with the agency's unique geographic circumstances and land use plans.

June 14, 2001

CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL NUMBER: 021010
PROPOSAL DUE DATE: SEPTEMBER 5, 2001, AT 4:00 P.M. LOCAL AZ TIME

PROPOSAL SUBMITTAL LOCATION: Department of Procurement, A-E Conference Room
255 W. Alameda, 1st Floor, Tucson, AZ 85701
P.O. Box 27210, Tucson, AZ 85726-7210

MATERIAL OR SERVICE: ENDANGERED SPECIES ACT/NATIVE PLANT
PRESERVATION COMPLIANCE

PRE-PROPOSAL CONFERENCE DATE: AUGUST 22, 2001
TIME: 10:00 A.M.
LOCATION: 255 W. Alameda, 6th Floor East
Procurement Conference Room

CONTRACT OFFICER: MATT HAUSMAN
TELEPHONE NUMBER: (520) 791-4400 Ext. 123

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS COMPLETE SOLICITATION BY CALLING (520) 791-5147, OR A COPY MAY BE PICKED UP DURING REGULAR BUSINESS HOURS AT THE ABOVE ADDRESS.

Competitive sealed proposals for the specified material or service shall be received by the Department of Procurement – A/E Division, 255 W. Alameda, 1st Floor, Tucson, Arizona 85701, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded.

Proposals must be in the actual possession of the Department of Procurement at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. Proposals submitted to the Department of Procurement's 6th floor location prior to the cited time and date will not be considered late. The prevailing clock shall be the City Department of Procurement clock.

Proposals must be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the envelope. All proposals must be completed in ink or typewritten. Questions must be addressed to the Contract Officer listed above.

Proposers who wish to submit their proposals in person are advised to allow themselves ample time to clear building security at City Hall. A picture ID is required to enter City Hall.

MH/laa

PUBLISH DATE: AUGUST 10, 2001

STATEMENT OF WORK

I. GENERAL

The successful Consultant shall provide, on an as-needed, if-needed basis, to the City of Tucson, herein referred to as "City", various environmental consulting services to assist the City in compliance with the Endangered Species Act, 16 USC Section 1531 et. seq., herein referred to as "ESA" and the COT Native Plant Preservation Standard (Development Standard No. 2-15.0) and Pima County Native Plant Preservation (Pima Co. Code Chapter 18.72). At the time of execution of this Contract, the City does not know the amount of services which will be required, nor the locations. Attached to this RFP are the following:

- ATTACHMENT A - COT Development Standard No. 2-15.0 (Native Plant Preservation Standard)
- ATTACHMENT B - COT Land Use Code, Article III, Division 8 (Native Plant Preservation)
- ATTACHMENT C - Pima County Code, Chapter 18.72 (Native Plant Preservation)

II. SPECIFIC

Specifically, the Consultant's services shall include, but not necessarily be limited to:

1. Identification and mapping of critical habitats of species listed under the ESA within the City limits and areas of proposed Tucson Water facilities.
2. Survey of planned or proposed City of Tucson projects to assure compliance with the requirements of the ESA.
3. Development of Habitat Conservation Plans (HCP's) and/or other mitigation as may be required under the ESA for City of Tucson projects impacting endangered species. This activity shall include all work necessary to obtain an incidental take permit under the ESA.
4. Liaison with local, State, and Federal agencies as necessary to assist the City in developing comprehensive strategies and plans in compliance with the ESA and Native Plant Preservation (NPP).
5. Assist the City in the development of regulatory mechanisms necessary to assure compliance with the ESA.
6. Development of Native Plant Preservation Plans in accordance with the City of Tucson and Pima County standards provided herein.
7. The Consultant may be requested to provide training and instruction to City staff whom may be impacted by ESA requirements. This would include, but not be limited to, seminars consisting of small groups (less than 20 persons) with agendas specifically tailored to a particular Department, informational meetings with appropriate City staff as a whole for the purpose of outlining new requirements, modifications, or interpretations to the current ESA requirements, and availability for one-on-one consultation regarding project-specific issues.

All proposed work under this Contract will be performed through the issuance of individual work orders. The Consultant shall perform no work under this Contract unless a written work order has been issued by the City.

TECHNICAL AND PROFESSIONAL REQUIREMENTS

The Consultant shall provide documentation proof of professional expertise in all pertinent disciplines, research facilities, equipment, specialist studies, and labor to provide the environmental consulting services necessary under this Contract.

Specifically the Consultant shall:

1. Demonstrate previous experience and expertise in the survey and analysis of fauna and flora in the Sonoran Desert Region.
2. Demonstrate knowledge and understanding of federal and state laws relating to the protection and conservation of natural habitats in the Sonoran Desert Region.
3. Demonstrate knowledge of, and experience with, the provisions and processes set forth in the ESA and Native Plant Preservation standards of both the City of Tucson and Pima County.
4. Provide evidence of requisite registration or other qualifications necessary to conduct habitat surveys and habitat conservation plans under the ESA.

The Consultant shall identify a Project Manager to oversee and coordinate all projects undertaken during the course of the Contract. The Project Manager shall be responsible for maintaining adequate staff and facilities to complete any work order within the scope of the Contract and shall act as liaison between the Consultant's staff and the City. The Project Manager shall further ensure the technical accuracy and timeliness of all work performed and the completion of the work as budgeted.

Supervisory personnel, technical analysts and other professional consultants shall also be identified and an organizational personnel chart shall be submitted, including sub-consultants. Resumes shall be included for Project Manager, supervisory personnel and sub-consultants.

While it is anticipated that a significant number of work orders may be scheduled during the course of the Contract, the award of this Contract does not guarantee any minimum level of work.

The City shall issue a "Notice To Proceed" for each project as necessary. The "Notice To Proceed" will include the number of days allowed for that specific project. The "Notice To Proceed" will also include information as to what deliverables are expected for that particular project.

