

After Recording Mail copy to: Habitat Branch – Land/water Section Arizona Game and Fish Department 2221 West Greenway Road Phoenix, Arizona 85023	Memorandum of Understanding Between Arizona Game and Fish Commission And Pima County
Approved As To Form Attorney General Contract No: <i>KR02-0395-EAS</i>	
FOR: Memorandum of Understanding to explore mutually beneficial opportunities/projects in Pima County	

HAB-99-1029 (03/22/00)

MEMORANDUM OF UNDERSTANDING
between
STATE OF ARIZONA, ARIZONA GAME & FISH COMMISSION
and
PIMA COUNTY

THIS MEMORANDUM OF UNDERSTANDING (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. §§ 11-201 and 11-952(A).

The Commission and County enjoy a professional working relationship that accommodates such diverse issues as development of shooting range facilities, regional conservation planning including the Sonoran Desert Conservation Plan, site-specific wildlife habitat enhancement and species restoration 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 that 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 receive and 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, intergovernmental, 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 be effective when signed by all parties hereto and shall remain in effect through December 31, 2010 unless sooner terminated as provided herein. 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.

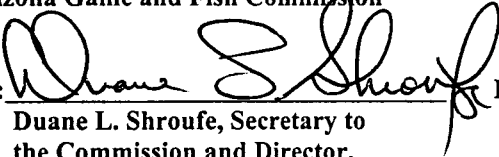
This Agreement may be terminated by either party upon sixty (60) days written notice of that intent to the other party.

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."

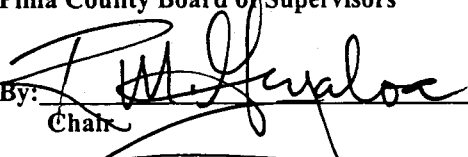
IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names as of the date first above written.

Approved: STATE OF ARIZONA
Arizona Game and Fish Commission

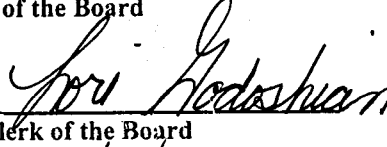
By:  Date: 2-19-02
Duane L. Shroufe, Secretary to
the Commission and Director,
Arizona Game & Fish Department

Date:

Approved: Pima County
Pima County Board of Supervisors

By: 
Chair
Date: 1/8/02

Approved: Pima County
Clerk of the Board

By: 
Clerk of the Board
Date: 1/8/02

Approved as to form and authority
by the attorney for each party:

For the State: 
Assistant Attorney General

Date: 3/18/02

For the County: 
Deputy County Attorney

Date: 12/27/01