

## Memorandum of Agreement

Among the Arizona Game and Fish Department, New Mexico Department of Game and Fish,  
and Various Other Government Agencies for Jaguar Conservation

### Introduction

This Memorandum of Agreement (MOA) for a state-led jaguar (*Panthera onca*) conservation program is made and entered into by and among the Arizona Game and Fish Department (AGFD), as authorized to enter into agreements (i.e. A.R.S. § 17-231.B.7.); the State of New Mexico Department of Game and Fish (NMDGF; New Mexico Statutes Annotated, Chapter 17 Game and Fish; Articles 1-7; Section 17-1-1217-7-3. NMSA 1978 [1995 Repl.]); and various agencies that have become signatories as described below.

The primary emphasis area for conservation action under this MOA is defined as: Arizona (i.e. all or parts of Pima, Santa Cruz, Graham, Greenlee, and Cochise counties; see Fig. 1 for specific boundaries) and New Mexico (i.e. all or parts of Hidalgo, Grant, and Catron counties; see Fig. 1 for specific boundaries). In addition, outreach and other activities may take place over a broader area, including outlying areas of Arizona, New Mexico, and northern Mexico.

Collectively, AGFD and NMDGF shall be referred to herein as Lead Agencies under this MOA, and be jointly responsible for leading this state-initiated conservation effort. Collectively, other signatories to this MOA shall be referred to herein as Cooperators. Other entities eligible for Cooperator status include and are limited to the following: state and federal wildlife and/or land management agencies with statewide responsibilities in Arizona and/or New Mexico; tribal wildlife agencies and county governments with management responsibilities within the primary emphasis area for this MOA; and state and federal wildlife management agencies in Mexico that have responsibilities within the area of northern Mexico in which jaguars are known to occur (i.e. Chihuahua and Sonora). Each of these Cooperators shall be represented by a single authorized employee, except that the Bureau of Land Management may choose to be represented by one employee for Arizona and one for New Mexico.

In addition, the Soil and Water Conservation Districts (SWCDs) of Arizona and/or New Mexico are invited to participate in this MOA through a formal or informal umbrella SWCD organization for each state (or through a single organization for both states, if they so choose). This will provide the SWCDs with representation roughly commensurate with other signatories.

Additional Cooperators may be added to this MOA upon their request, by concurrence from the Signatory Lead Agencies, based on a recommendation from the Cooperators present at a scheduled public meeting of the JAGCT, and subsequent written amendment to this document. Any additional Cooperators must meet the signatory criteria set forth above.

## **Purpose**

The purpose of this MOA is to further conservation of the jaguar through voluntary cooperation among government agencies and the public (including individuals as well as nongovernmental organizations), by implementing the AGFD and NMDGF (2006) *Jaguar Conservation Framework for Arizona, New Mexico, and Northern Mexico* (hereafter known as the Framework). The intent is to provide for broad participation, with the Lead Agencies and other governmental Cooperators carrying the principal financial burden for implementation (subject to appropriate approvals and to availability of funds).

## **Witnesseth**

WHEREAS, (a) the jaguar is known to be present, at least occasionally, in the Arizona-New Mexico/Mexico borderlands and historically occurred over a much wider area of both states, (b) the jaguar's population status (i.e. resident or transient, breeding or non-breeding) in the borderlands area is largely unknown, (c) at least two of the jaguars most recently occurring in that area were unlawfully killed, (d) a lack of specific information about the jaguar's movements, feeding habits, and habitat preferences and needs hampers conservation efforts, and (e) a voluntary partnership among parties interested in and/or responsible for the jaguar can be an effective means of conserving it and the diverse landscape on which it depends.

WHEREAS, the Arizona Game and Fish Department, a State resource agency, has determined that conservation of the jaguar is consistent with its current program to manage nongame and endangered wildlife.

WHEREAS, the New Mexico Department of Game and Fish, a State resource agency, has determined that conservation of the jaguar is consistent with its mission to maintain and, to the extent possible, enhance the numbers of wildlife indigenous to the state, within the carrying capacity of the habitat.

NOW THEREFORE, in consideration of the above premises, the signatories enter into this MOA as partners to accomplish its purpose.

## **All Signatories to this MOA agree to:**

1. Recognize AGFD and NMDGF as the Lead Agencies for this MOA. As such, AGFD and NMDGF will provide the primary administrative and logistical support for activities pursuant to this agreement. AGFD or NMDGF shall also serve as Chair of the Jaguar Conservation Team (JAGCT) established pursuant to this MOA and the Framework. The Chair shall serve terms of two years, subject to reappointment by voice vote of signatory agencies present at an appropriate public meeting of the JAGCT.
2. Implement (and update or revise as necessary) the AGFD and NMDGF (2006) *Jaguar*

*Conservation Assessment and Framework for Arizona, New Mexico, and Northern Mexico.*

3. As needed, and subject to availability, provide necessary funding, facilities, equipment, logistical and staff support, and access to lands under their control.
4. Collaborate through the JAGCT, which will be convened periodically in public session to provide a meaningful forum for public participation.
5. Designate a single voting representative (and an alternate) to the JAGCT. Said representative and alternate must be employees of the signatory agency they represent, and may not be represented by proxy assigned to another entity. In the case of the SWCDs, the representative(s) and alternate(s) for the umbrella organizations must be officials of the umbrella organization or employee(s) of an SWCD in the appropriate state.
6. Participate regularly in JAGCT meetings to enhance communication and cooperation among all interested and affected parties; help accomplish tasks; develop plans, reports, recommendations, and public information and educational materials; provide ongoing review of, and feedback on, this conservation effort; cooperate in development of major media releases and media projects; keep local governments, communities, the conservation community, citizens, and other interested and affected parties informed, and solicit their input on issues and actions of concern or interest to them; develop voluntary opportunities and incentives for local communities and private landowners to participate in this conservation effort, including ways that might provide local economic benefits; and assist in securing the funds necessary to implement this conservation effort.

**The Arizona Game and Fish Department agrees to:**

1. Facilitate issuance of necessary authorizations and State permits pursuant to Title 17, Arizona Revised Statutes, to NMDGF and other Cooperators on a timely basis as sanctioned under the relevant State laws and rules.
2. Carry-out field and administrative actions as necessary to support this conservation effort.

**The New Mexico Department of Game and Fish agrees to:**

1. Facilitate issuance of necessary authorizations and State permits pursuant to the New Mexico Wildlife Conservation Act, New Mexico Revised Statutes, to AGFD and other Cooperators on a timely basis as sanctioned under the relevant State laws and rules.
2. Carry-out field and administrative actions as necessary to support this conservation effort.

**The U.S. Fish and Wildlife Service agrees to:**

1. Recognize this conservation effort as a state-led conservation program for the jaguar, in accordance with the Endangered Species Act (ESA) of 1973, as amended.
2. Carry-out field and administrative actions as necessary to support this conservation effort.

**It is Further Mutually Agreed and Understood by and among all Signatories that:**

1. Specific work projects or activities that involve transfer of funds, services, or property among signatories to this MOA may require execution of separate agreements or contracts.
2. Specific proposed actions or changes in management activities may require amendments to existing land use or other plans and environmental analysis before implementation.
3. Nothing in this MOA shall obligate the signatories to expend appropriations or to enter into any contract or other obligations.
4. This MOA may be modified or amended upon written request of any signatory hereto and the subsequent written concurrence of all signatories hereto.
5. Signatory participation in this MOA is voluntary, and any signatory may terminate their own participation by providing 60-days written notice to the JAGCT Chair.
6. To meet the present and/or future needs of this conservation effort, this MOA may be modified or amended at any time to facilitate additional signatories.
7. This MOA shall have a term of five (5) years from the date of the last signature of approval by a Lead Agency (AGFD or NMDGF). At the end of this period, this MOA will expire unless it has been canceled, extended, or renewed.
8. Conflicts between or among signatories concerning procedures or actions under this MOA that cannot be resolved by the signatory representatives to JAGCT shall be referred to the next higher level within each signatory agency, as necessary, for resolution.

**In Witness Whereof:**

The signatories hereto have executed this MOA as of the date for each signature below.

\_\_\_\_\_  
Duane L. Shroufe, Director  
Arizona Game and Fish Department

\_\_\_\_\_  
Date

\_\_\_\_\_  
Bruce C. Thompson, Director  
New Mexico Department of Game and Fish

\_\_\_\_\_  
Date

[Additional signatories will be added as they declare their intention to sign onto this MOA. A separate signature page will be used for each, to facilitate execution of the document and to record the date on which that agency became signatory to the MOA.]

## Appendix A

### State of Arizona Required Provisions

1. Non-discrimination. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
2. Records Retention and Audit. Pursuant to A.R.S. § 35-214, all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be subject at all reasonable times to inspection and audit by the State of Arizona for five (5) years after completion of this Agreement.
3. Arbitration. The parties agree to engage in any alternative dispute resolution procedures authorized by their statutes, regulations and court rules, including, but not limited to, 5 U.S.C. § 575 and A.R.S. § 12-1518.
4. Termination for conflict of interest. All parties are hereby put on notice that this Agreement is subject to termination pursuant to Arizona Revised Statutes § 38-511.
5. Termination for Non-Availability of Funds. Every obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this Agreement are not allocated or are not available, this Agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this Agreement other than for payment of services rendered prior to the expiration of funding.
6. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

:tj