

Memorandum of Understanding
between the
Arizona Game and Fish Department
and the
New Mexico Department of Game and Fish
for
Jaguar Conservation

Introduction

This Memorandum of Understanding (MOU) for a state-led jaguar (*Panthera onca*) conservation program is made and entered into by and among the Arizona Game and Fish Department (AGFD), the State of New Mexico Department of Game and Fish (NMDGF), and various government agencies that become signatories as described below. AGFD is authorized to enter into this MOU by A.R.S. § 17-231.B.7. NMDGF is authorized to enter into this MOU by New Mexico Statutes Annotated, Chapter 17 Game and Fish; Articles 1-7; Section 17-1-1217-7-3. NMSA 1978 [1995 Repl.]. The U.S. Fish and Wildlife Service (USFWS) has the authority to enter into this MOU through the Endangered Species Act of 1973, as amended; the Fish and Wildlife Act of 1956, as amended; the Fish and Wildlife Coordination Act, as amended; and 43 CFR part 24, U.S. Department of Interior's fish and wildlife policy on state and federal relationships.

The primary emphasis area for conservation action under this MOU is defined as (see also Fig. 1): Arizona, including all or parts of Santa Cruz, Pima, Pinal, Graham, Greenlee, and Cochise counties; and New Mexico, including all or parts of Catron, Sierra, Luna, Grant, and Hidalgo counties. However, outreach and other conservation-related activities may take place over a broader area, including outlying areas of Arizona, New Mexico, and northern Mexico.

Collectively, AGFD and NMDGF are referred to herein as the Lead Agencies for this MOU, and are jointly responsible for leading this conservation effort.

Collectively, all other signatories to this MOU are referred to herein as Cooperators. Entities that AGFD and NMDGF invite to participate as Cooperators include the following government agencies: 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 defined above for this MOU; the Natural Resource Conservation Districts (NRCs) of Arizona and Soil and Water Conservation Districts (SWCDs) of New Mexico that lie within the primary emphasis areas defined above; 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).

Purpose

The purpose of this MOU is to further jaguar conservation through cooperation among government agencies and the public by implementing the *Conservation Assessment and Strategy for the Jaguar in Arizona and New Mexico* (Johnson and Van Pelt. 1997. Arizona Game and Fish

Department Nongame and Endangered Wildlife Program Technical Report 105. Phoenix, Arizona). The intent is to provide for broad, voluntary participation in the conservation effort, with the Lead Agencies and Cooperators carrying the principal administrative and financial burdens for implementation. [Note: the aforementioned conservation assessment and strategy is being revised to become a *Jaguar Conservation Framework for Arizona, New Mexico, and Northern Mexico*, which AGFD and NMDGF will approve and submit to USFWS for acceptance. USFWS will recuse itself from any vote within JAGCT on the Framework, due to its responsibility for determining adequacy of the Framework after submittal by the Lead Agencies.]

Witnesseth

WHEREAS, (a) the jaguar historically occurred in the Arizona-New Mexico/Mexico borderlands, and continues to occur as a resident (breeding) population in northern Mexico and at least occasionally in Arizona and New Mexico (only males have been documented in AZ-NM since the mid-1900s); (b) the jaguar's current population status throughout the borderlands is not well known, (c) unlawful killing of borderlands jaguars is an ongoing concern, (d) public education, protection from unlawful take, minimal restriction of natural movement, and presence of a healthy core population in northern Mexico are thought to be keys to continued jaguar presence in the AZ-NM/Mexico borderlands, (e) jaguar management in the borderlands would be improved by better information about jaguar movements, food habits, habitat use, and general behavior in that area, and (f) a voluntary partnership among parties responsible for and/or interested in the jaguar can be an effective means of conserving the species.

WHEREAS, the Arizona Game and Fish Department, a State resource agency, has determined that conservation of the jaguar is consistent with (a) its statewide program to manage nongame and endangered wildlife, and (b) its "Cooperative Agreement for Conservation of Endangered Species" with the U.S. Fish and Wildlife Service pursuant to Section 6 of the Endangered Species Act of 1973, as amended.

WHEREAS, the New Mexico Department of Game and Fish, a State resource agency, has determined that conservation of the jaguar is consistent with (a) 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, and (b) its "Cooperative Agreement for Conservation of Endangered Species" with the U.S. Fish and Wildlife Service pursuant to Section 6 of the Endangered Species Act of 1973, as amended.

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

All Signatories to this MOU agree to:

1. Recognize AGFD and NMDGF as the Lead Agencies for this MOU. As such, AGFD and NMDGF will provide the primary administrative and logistical support for this MOU.

2. Participate in a Jaguar Conservation Team (JAGCT), established to implement this MOU and composed of the Lead Agencies and signatory Cooperators. The JAGCT shall meet in public session not less than once each year, rotating meetings geographically through the primary emphasis areas of Arizona and New Mexico as necessary to facilitate broad public participation. Except as noted below, each Lead Agency and Cooperator shall designate one voting representative to the JAGCT. Signatories may not vote by proxy assigned to another Signatory. Exceptions: (a) the Bureau of Land Management may (if it so desires) designate one voting representative for Arizona and another for New Mexico; (b) the NRCs in the primary emphasis area of Arizona are treated under this MOU as a single voting Cooperator, but may (if they so desire) collectively designate two voting representatives to represent all the NRCs in that area; and (c) the SWCDs in the primary emphasis area of New Mexico are treated under this MOU as a single voting Cooperator but may (if they so desire) collectively designate two voting representatives to represent all the SWCDs in that area.
3. Recognize AGFD or NMDGF as Chair of the state-convened JAGCT. By mutual agreement, AGFD and NMDGF will determine which of them will serve as Chair.
4. Assist in developing, and if it is approved, implementing (and updating, as necessary) the *Jaguar Conservation Assessment and Framework for Arizona, New Mexico, and Northern Mexico* (AGFD and NMDGF 2007).
5. Provide, subject to availability, funding, facilities, equipment, logistical and staff support, and access to lands under their control, as necessary to implement this MOU.
6. Participate regularly in JAGCT meetings to enhance communication and cooperation among all interested and affected parties; help accomplish agreed-upon tasks; develop plans, reports, recommend actions, and public information and educational materials; provide ongoing review of, and feedback on, this conservation effort; cooperate in development of major media releases and outreach efforts; keep state and 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 administrative and field 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 administrative and field 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 of 1973, as amended.
2. Carry-out administrative and field 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 MOU may require execution of separate agreements or contracts.
2. JAGCT is an advisory body to the Lead Agencies, and does not of itself own, manage, or otherwise control any land, water, or wildlife. Thus, actions proposed or recommended by JAGCT may require amendments to existing land use or other plans, and environmental analysis, or undergo other acceptance or review processes within individual agencies, before an action agency determines whether to approve and/or implement them.
3. Nothing in this MOU shall obligate the signatories to expend appropriations or to enter into any contract or other obligations.
4. This MOU may be substantively modified or amended on written request by any signatory, subject to written concurrence by all signatories. However, signatories may be added to this MOU on their written request and subsequent concurrence by both Lead Agencies and by concurrence (as indicated by voice vote) of a majority of the Cooperators present at a public meeting of the JAGCT where such requests are considered.

5. Signatory participation in this MOU is voluntary, and any signatory may terminate its participation by providing 60-days written notice to the JAGCT Chair.
6. This MOU shall have a term of five (5) years from the date of the last signature of approval by a Lead Agency. At the end of this period, this MOU will expire unless it has been canceled, extended, or renewed by the Lead Agencies.
7. Conflicts between or among signatories concerning procedures or actions under this MOU that cannot be resolved by signatory representatives to the JAGCT shall, as necessary, be referred to the next higher level within each signatory agency for resolution.
8. The State of Arizona Required Provisions (Appendix A) are hereby made part of this MOU.

In Witness Whereof:

The Lead Agency signatories hereto have executed this MOU 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 (Cooperators) will be added as they declare their desire to sign onto this MOU and they are accepted per the guidelines above. A separate signature page will be used for each Cooperator, to facilitate execution of this document and to record the date on which that agency became signatory to the MOU. The signatory Cooperators to date are also listed below, for convenience:

Cooperator

Date of Signature

Benjamin N. Tuggle, Regional Director
U.S. Fish and Wildlife Service, Region 2

Date

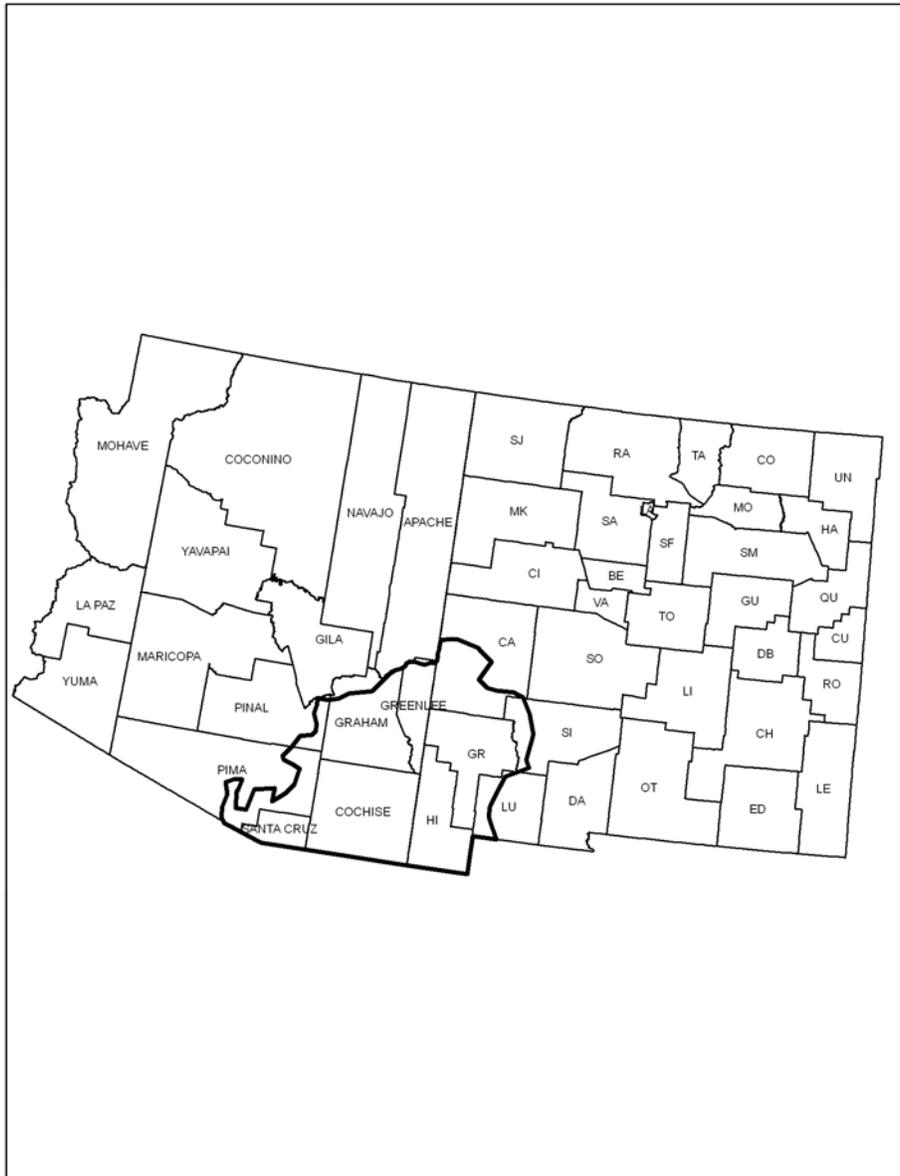


Figure 1. Emphasis area for conservation action under the Memorandum of Understanding between the Arizona Game and Fish Department and the New Mexico Department of Game and Fish for jaguar conservation. In Arizona, the area consists of all or parts of Pima, Santa Cruz, Graham, Greenlee, and Cochise counties. In New Mexico, the area consists of all or parts of Hidalgo, Grant, Luna, Sierra, and Catron counties.

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. This agreement is subject to termination pursuant to A.R.S. § 38-511.
5. Termination for Non-Availability of Funds. Every obligation of the Parties under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds for the continuance of this agreement are not allocated or are not available, this agreement shall terminate automatically on the date of expiration of funding. In the event of such termination, the Parties shall incur no further obligation or liability under this agreement other than for payment of services rendered prior to the expiration of funding.
6. Illegal Immigration. The Parties agree to comply with Executive Order 2005-30, "Ensuring Compliance with Federal Immigration Laws by State Employers and Contractors," the provisions of which are hereby incorporated by reference.

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