

Memorandum of Understanding

For Mexican Wolf Recovery and Management

October 18, 2024

This Memorandum of Understanding (hereafter MOU) establishes a framework for collaboration on a long-term, scientifically based program to reintroduce and manage Mexican wolves (*Canis lupus baileyi*) in Arizona and New Mexico to contribute toward the recovery of this endangered subspecies, in accordance with the Mexican Wolf Recovery Plan, Second Revision (Recovery Plan). This MOU is made and entered into by and among the following Federal, state, Tribal, and local government agencies.

- **Lead Agencies.** Lead Agencies are limited to Federal, State, and Tribal governments or Federal, State, and Tribal government entities. To be a Lead Agency a Federal, State, or Tribal government or governmental entity must have regulatory jurisdiction and management authority over Mexican wolves and/or the federal lands that Mexican wolves occupy in Arizona and New Mexico. A Lead Agency can also include federal government entities that have expertise in resolving conflicts between humans and wildlife, including threatened and endangered species. Tribal governments or Tribal government entities that are Lead Agencies are limited to those Native American Tribes, Pueblos, and Nations that are managing for the recovery of Mexican wolves.
 1. Arizona Game and Fish Department (AZGFD), as authorized to enter into MOUs as the administrative agent of the Arizona Game and Fish Commission, A.R.S. § 17-231.B.7; as authorized by Arizona Revised Statutes (Title 17) and by a Cooperative Agreement executed in 1985 by AZGFD and USFWS, pursuant to Section 6 of the Endangered Species Act of 1973, as amended (ESA); a Memorandum of Understanding executed in 2008 with USFWS for ESA implementation in Arizona; and as authorized under permits issued to AZGFD by USFWS under ESA Section 10.
 2. New Mexico Department of Game and Fish (NMDGF), as authorized to enter into MOUs with federal agencies for the management of endangered species, under the Wildlife Conservation Act 17-2-37 to 17-2-46 NMSA 1978; and by a Cooperative Agreement executed in 1976 by the NMDGF and the USFWS, entered into under Section 6 of the ESA; and as authorized under permits issued to the NMDGF by USFWS under ESA Section 10.
 3. United States Department of Agriculture (U.S.D.A) Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), as authorized to enter into MOUs with states, local jurisdictions, individuals, and public and private agencies, organizations, and institutions for the purpose of conducting a program of wildlife services; Animal Damage Control Act of March 2, 1931, as amended; 7 U.S.C. §§ 8351-8352) and the Act of December 22, 1987 (U.S.C. § 8353).

4. U.S.D.A. Forest Service Southwestern Region (USFS), as authorized under the Multiple-Use Sustained-Yield Act of 1960 (16 U.S.C. §§ 528-531), National Forest Management Act of 1976 (16 U.S.C. §§ 1600 et seq.), and the ESA.
5. United States Department of the Interior (U.S.D.I.) Bureau of Land Management (BLM), as authorized under the Federal Land Policy and Management Act of 1976, (43 U.S.C. 1701 -1787), and the ESA.
6. U.S.D.I. Fish and Wildlife Service Region 2 (USFWS), as authorized under the ESA.
7. U.S.D.I. National Park Service (NPS), as authorized to manage wildlife under 54 U.S.C. 100101(a) and other applicable NPS statutes.
8. White Mountain Apache Tribe (WMAT), as authorized to enter into MOUs, i.e. Article IV Section 1 of the Tribal Constitution.

- **Cooperating Entities.** Cooperating Entities are responsible for representing constituency interests while striving to make Mexican wolf reintroduction and management compatible with current and planned human activities, such as livestock grazing, hunting, and recreation. The Arizona counties of Apache, Gila, Graham, Greenlee, Navajo, and the Eastern Arizona Counties Organization (EACO) are Cooperating Entities, as authorized by the State of Arizona, which enables counties to protect the health, safety, and welfare of its citizens, pursuant to Arizona Revised Statues § 11-806(b), as well as county laws, including county land-use plans, water and watershed plans, and environmental, natural resource, and cultural resource laws and policies. Catron and Sierra Counties in New Mexico are Cooperating Entities, as authorized by the State of New Mexico pursuant NMSA 1978, Section 4-37-1 (1995) which provides that counties have the power to provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of any county or its inhabitants.

Collectively, all Lead Agencies and Cooperating Entities to this MOU are hereafter referred to as Signatories.

- Informed Parties are non-signatory agencies or entities that have regulatory jurisdiction and management over the lands that Mexican wolves may occupy in Arizona and New Mexico. The USFWS may invite Informed Parties to participate in activities of the Signatories, such as meetings and document review. An Informed Party can request to become a Cooperating Entity or Lead Agency if they experience a qualifying event as determined by the Executive Committee, as defined below. Requests to become a Cooperating Entity will be approved by a majority vote of the Executive Committee. At the time of this MOU, San Carlos Apache Tribe and the United States Army Garrison White Sands Missile Range are recognized as Informed Parties.

Witnesseth

WHEREAS, the ESA declares the policy of Congress to be “that all Federal departments and agencies shall seek to conserve endangered species and threatened species and shall utilize their authorities in furtherance of the purposes of this Act;” and

WHEREAS, in 2015, the USFWS listed the Mexican wolf as an endangered subspecies (80 FR 2488); and in 2022, published the Revision to the Regulations for the Nonessential Experimental Population of the Mexican Wolf (87 FR 39348) (this and subsequent revisions to these regulations hereafter referred to as the “10(j) Rule”) and in 2022 the USFWS published the Mexican Wolf Recovery Plan, Second Revision (Recovery Plan); and

WHEREAS, the Signatories are committed to establishing and maintaining an ecologically and socially appropriate balance between the interests of recovering the Mexican wolf and preventing or alleviating negative impacts that wolf predation might have on livestock or wildlife; and

WHEREAS, many Signatories have participated in Mexican wolf reintroduction and management since 2003 or earlier under previous interagency MOUs, all Signatories have agreed it would best serve all interests to establish a new MOU that provides a long-term framework for collaboration in Mexican wolf reintroduction and management in accordance with the 10(j) Rule and the Recovery Plan.

NOW THEREFORE, the Signatories enter this MOU to accomplish its purpose and objectives as stated below:

Purpose

The primary purpose of this MOU is to establish a framework for the Signatories to exchange views, information or advice relating to the management or implementation of reestablishing a viable population of Mexican wolves in Arizona and New Mexico within the Mexican Wolf Experimental Population Area (hereafter MWEPA¹) as defined in the 10(j) Rule, to contribute to the long-term conservation and recovery of the Mexican wolf.

Objectives

The objectives of this MOU are as follows:

1. Collaboratively reintroduce and/or manage Mexican wolves within the MWEPA (consistent with Tribal management plans and agreements) to achieve the recovery criteria in the Recovery Plan.
2. Ensure that efforts toward Mexican wolf recovery are productively integrated with, and appropriately balanced by, programs that prevent, reduce, or mitigate negative impacts that Mexican wolf reintroduction and management might have on lawful uses of Federal, state, and private lands, and participating Tribal Trust Lands. Toward that end, the Signatories will work with existing programs, including the Livestock Indemnity Program under the Farm Services Agency, Arizona Livestock Loss Board, and New Mexico County Livestock Loss Authority to provide funding for such measures as financial resources allow. In addition, the Signatories will assist in implementing any other program that can help reduce

¹ The MWEPA includes the area established in the 10(j) Rule, which includes all of Arizona and New Mexico between Interstate 40 and the U.S./Mexico International border. In accordance with the 10(j) Rule, the USFWS can establish management agreements with state game and fish agencies and tribes for the management of Mexican wolves. Tribes can also request the removal of Mexican wolves from Tribal lands within the MWEPA.

wolf/livestock conflicts or alleviate the impacts of livestock depredation by wolves, while enabling progress toward the recovery of Mexican wolves within existing statutory authorities and budget allocations.

3. Foster cooperation that improves the science-based foundation for Mexican wolf recovery by conducting or facilitating research necessary to achieve recovery criteria and developing Standard Operating Procedures to guide the management of the experimental population consistent with the 10(j) Rule and Recovery Plan.
4. Encourage commitment of sufficient resources (including funding, staff, equipment, etc.) to achieve mutually agreeable guidance, practices, performance, and results in each of the areas delineated above, within existing statutory authorities and budget allocations.
5. Share timely information, as appropriate, with the public regarding the Mexican Wolf Recovery Program to foster transparent and effective communications regarding the goals and commitments under this MOU.

Framework:

1. The Signatory to this MOU for each Lead Agency, or their designee, will serve as a member of the Executive Committee. The purpose of the Executive Committee is to exchange views, information, or advice on decisions and resources necessary for the reintroduction and management of the Mexican wolf consistent with the 10(j) Rule and Recovery Plan. The Executive Committee recognizes that USFWS may make decisions within its statutory authority regardless of Executive Committee input and recommendations. The USFWS and its state and tribal wildlife management partners will strive to incorporate Executive Committee input into decisions regarding the reintroduction and management of Mexican wolves to the maximum extent practicable.
2. Each Cooperating Entity will designate a representative to participate in Management Team and Executive Committee meetings. Cooperating Entities will provide information and recommendations through the representatives to the Executive Committee to improve management of Mexican wolves and reduce conflicts with other human activities. The Cooperating Entities recognize the USFWS and its state and tribal wildlife management partners may make decisions within its statutory authority regardless of Cooperating Entity input and recommendations. The USFWS will strive to incorporate Cooperating Entity input into decisions regarding the reintroduction and management of Mexican wolves to the maximum extent practicable.
3. Cooperating Entities can have more than one representative attend Management Team and Executive Committee meetings, but will have only one designated representative who speaks on behalf of the Cooperating Entity.
4. Each Signatory to the MOU will designate a representative(s) to serve as a member of the Management Team. The purpose of the Management Team is to oversee the activities of the Interagency Field Team (IFT) and to provide information to the Executive Committee on pending actions and resource needs for Mexican wolf reintroduction and management.

5. The Management Team will be routinely updated by the IFT on reintroduction and management activities and by the USFWS on the Mexican Wolf Recovery Program.
6. The Management Team will review or develop:
 - a. Interagency annual work plans
 - b. Budget allocations
 - c. Standard Operating Procedures (SOP's) to be consistent with the 10(j) Rule
 - d. Outreach materials and processes
 - e. Annual and quarterly reports
 - f. Initial Release and Translocation Plans
6. The IFT members will consist of Lead Agency employees whose primary duties involve on-the-ground management of Mexican wolves. The IFT will make recommendations to the Lead Agencies as described below.
7. The non-Federal parties will provide input into operational decisions to the USFWS through the following processes:
 - a. The state or Tribal (jurisdictional) IFT lead (IFTL) and the USFWS Field Project Coordinator will manage all day-to-day issues within the guidance of SOPs (e.g., non-aerial population monitoring, trapping for monitoring purposes, food caches, depredation assignments), through informal discussion and coordination with the entire IFT, and will inform the MOU Signatories of the decisions, as appropriate. In the event of disagreement on how to resolve a management issue, the USFWS Field Coordinator will bring the issue to the applicable Management Team member(s). For issues that require dispute resolution, the IFT will refer to the "Dispute Resolution and Decision Making" sections of this document.
 - (i) To achieve the Recovery Plan's genetic criteria for downlisting and delisting, decisions regarding the timing, location and circumstances of Mexican wolf releases will be based on input from the IFT and will be made cooperatively by the USFWS with the AZGFD with respect to releases in Arizona, and by the USFWS with the NMDGF with respect to releases in New Mexico. Mexican wolves can be released on Tribal lands under a USFWS-approved management agreement with Tribal agencies. Additionally, prior to any releases occurring, the USFWS will comply with state permit requirements pursuant to (i) 43 C.F.R. pt. 24 and (ii) conditions imposed by any permit issued under section 10(a)(1)(A) of the Endangered Species Act, 16 U.S.C. 1539(a)(1)(A).
 - (ii) The IFT recommendations should incorporate input from all IFT members, but at a minimum will capture concerns and/or recommendations from the jurisdictional IFTL representatives.

- (iii) The IFT recommendation will be forwarded to the jurisdictional agency (i.e., state or tribe) and USFWS Management Team members for distribution to the entire Management Team for comment. After receiving and incorporating comments from the Management Team, the recommendation will be forwarded to the appropriate Signatories for decision and/or implementation, as described in the SOP for the operational decision.
- (iv) Situations that require an immediate management response (e.g., removal of a wolf for safety concerns) will be authorized by the USFWS with notification to the Management Team as soon as possible.
- (v) For issues that require dispute resolution, the IFT will refer to the “Dispute Resolution and Decision Making” section of this document.

8. On non-Tribal lands and in the absence of a state lead, the USFWS’s Regional Director will make determinations regarding management of Mexican wolves in accordance with the 10(j) Rule and Recovery Plan.

9. Dispute Resolution and Decision Making

IFT disputes will be raised to the USFWS Field Project Coordinator and jurisdictional IFTL for resolution. If the dispute cannot be resolved at this level, it will be forwarded to involved Management Team representatives for resolution. If Management Team members are not able to resolve the dispute it will be raised to the Executive Committee; Management Team members will develop IFT recommendations and provide any additional information necessary for the Executive Committee’s consideration.

10. Coordination:

- a. The Executive Committee members, or their designees, will meet at least twice each year. At least one of these meetings will be in person.
- b. The Management Team will meet at least twice each year. In-person attendance is encouraged but virtual participation opportunities will be provided.
- c. The Executives Committee, the Management Team, and the IFT will explore work group paradigms to effectively incorporate a wide diversity of opinions and actions to achieve the Recovery Plan criteria.
- d. IFT will meet a minimum of every other month. In-person attendance is encouraged but virtual participation opportunities will be provided.

11. Outreach to non-Tribal landowners and the public on Mexican wolf issues will be coordinated among the Signatories, as practicable.

12. Outreach to Tribal members will be coordinated among Tribal, state, and Federal agencies as practicable.

13. Press releases will be provided to the Signatories concurrent with, or prior to, the release to the media, as feasible.

Collaborative Roles and Responsibilities of the Signatories to this MOU:

14. The AZGFD will provide a Field Team Leader to serve as the AZGFD lead field representative, and other full-time staff and will provide, upon Arizona Game and Fish Commission (Commission) approval, all necessary AZGFD authorizations and permits, as approved by the Commission, to all Signatories on a timely basis consistent with applicable laws and Commission policy. The AZGFD will provide coordinated information to all interested parties relative to the Mexican wolf.
15. The NMDGF will provide a Field Team Leader to serve as the NMDGF lead field representative, and other full-time staff upon the New Mexico State Game Commission approval and subject to sufficient appropriations and authorizations made by the Legislature of New Mexico. Additionally, the NMDGF will provide coordinated information to all interested parties relative to the Mexican wolf.
16. The APHIS WS will assist with research needs through its National Wildlife Research Center and will, subject to available funding and in consideration of other cooperatively funded time commitments, provide Wildlife Damage Management Specialist(s), through its WS AZ and NM State Programs, to the IFT, who will: 1) investigate depredations and provide depredation investigation reports to livestock producers; 2) investigate human safety, nuisance, or other reported wolf conflicts and provide reports to the IFT; 3) serve as the lead agency for removal of wolves involved in depredations or nuisance behaviors, as authorized and requested by USFWS; and 4) provide assistance and input on IFT issues and priorities.
17. The USFS will provide a liaison to the IFT to: 1) serve as the primary liaison between the IFT and USFS on all Mexican wolf issues that pertain to USFS-managed lands, USFS permittees, and others forest users; 2) provide coordination between the various USFS District Rangers/Wildlife Staff/Regional Office and the IFT on wolf-related activities and issues; 3) provide assistance and input on IFT issues and priorities; and 4) facilitate obtaining necessary USFS authorizations, permits, environmental analyses, and closure orders.
18. The BLM will coordinate Mexican wolf management efforts related to BLM-managed public lands in Arizona and New Mexico with Signatories and facilitate communication and coordination with, and between, public lands users and Signatories to achieve the purpose of this MOU. The BLM will provide a liaison to the IFT when Mexican wolves become established on BLM-managed public lands or management situations warrant increased BLM involvement to: 1) serve as the primary liaison between the IFT and BLM on all wolf-related issues that pertain to BLM-managed lands, BLM permittees, and other public land users; 2) provide coordination between the various BLM District Offices/Field Offices/Wildlife Staff and the IFT on wolf-related activities and issues; 3) provide assistance and input on IFT issues and priorities; and 4) facilitate obtaining necessary BLM authorizations, permits and environmental analyses.

19. The USFWS is responsible for recovery of the Mexican wolf and for implementation of the Mexican Wolf Recovery Program. The USFWS will: 1) develop any necessary revisions to the Recovery Plan; 2) develop any necessary revisions to the 10(j) Rule; 3) lead the development of appropriate National Environmental Policy Act documents for the Mexican Wolf Recovery Program; 4) provide a Mexican Wolf Field Project Coordinator and/or an Interagency Field Team Lead; 5) manage the captive breeding program to ensure appropriate wolves (in terms of genetics and behavior) are available for releases and translocations; 6) lead development and dissemination of public education outreach and informational materials regarding the Mexican Wolf Recovery Program; 7) provide all necessary USFWS authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws; and 8) obtain all necessary authorizations or permits in accordance with applicable Federal law and regulations.
20. The NPS is primarily responsible for management of all wildlife, including species listed under the ESA, on lands and waters designated by Congress as part of the National Park System. The NPS will continue to conserve wolves as directed by the Organic Act of 1916, as guided by additional NPS authorities and policies, and each park's enabling legislation, and will continue to develop innovative and effective strategies to conserve the Mexican wolf on NPS lands within their historical range. Under the 10(j) rule, Mexican wolves dispersing onto NPS lands outside the 10(j) area will be protected as an endangered species under the ESA, and section 10(a)(1)(A) provisions for research and recovery would be subject to NPS research permitting authorities and policies while those animals reside within NPS unit boundaries. Under 10(j) provisions, Mexican wolves on NPS lands within the 10(j) area will receive protection as a threatened species, and likewise section 10(a)(1)(A) provisions would be subject to NPS research permitting authorities and policies. For the purposes of section 7 of the ESA, nonessential experimental populations are treated as threatened species when the nonessential experimental population is located within a National Wildlife Refuge or National Park, and therefore section 7(a)(1) and the consultation requirements of section 7(a)(2) of the ESA apply in National Wildlife Refuges and National Parks.
21. White Mountain Apache Tribe Game and Fish Department is responsible for the management of wildlife on the Fort Apache Indian Reservation. The WMAT Mexican Wolf Project is responsible for reintroduction and management of Mexican wolves on the Fort Apache Indian Reservation, in Arizona, and voluntarily providing assistance on non-Tribal lands in Arizona and New Mexico as requested by the appropriate agency. The WMAT Game and Fish Department will provide a Mexican Wolf Biologist/Field Team Leader to serve as the WMAT lead field representative and other full-time staff.
22. The Arizona counties of Apache, Gila, Graham, Greenlee, Navajo, and the Eastern Arizona Counties Organization (EACO), and the New Mexico counties of Catron and Sierra will: 1) enhance communication with other interested parties and the public to keep them informed on the Mexican Wolf Recovery Program; 2) provide logistical and other support as necessary for the Mexican Wolf Recovery Program; 3) coordinate impact assessments and mitigation measures that may occur from reintroduction and management of the Mexican wolf, on health, safety, and welfare of the Counties and their residents.

It is Mutually Agreed and Understood by and among the Signatories in this MOU that:

1. The Federal Advisory Committee Act (FACA) governs the establishment, operation, administration, and termination of advisory committees within the executive branch of the Federal Government. Intergovernmental committees, as set forth in 41 CFR 102-3.40(g) include “[a]ny committee composed wholly of full-time or permanent part-time officers of employees of the Federal Government and elected officers of state, local and tribal governments (or their designated employees with authority to act on their behalf), acting in their official capacities.” Such committees are exempt from certain FACA provision provide that “[t]he purpose of such a committee must be solely to exchange views, information, or advice relating to the management or implementation of Federal programs established pursuant to statute, that explicitly or inherently share intergovernmental responsibilities or administration (see guidelines issued by the Office of Management and Budget (OMB) on sec.204(b) of the Unfunded Mandates Reform Act of 1995, 2 U.S.C. 1534(b), and OMB Memorandum M-95-20, dated September 21, 1995, available on the Committee Management Secretariat website).” 41 CFR 102-3.40(g).
2. The Signatories are primarily a coordinating body who have agreed through this MOU to exchange views, input, and advise in an effort to develop consensus-based recommendations to the maximum extent practicable subject to applicable law and acceptance by the appropriate jurisdictional agency. Collaboration pursuant to this MOU shall not abrogate nor shall it be construed to abrogate the jurisdictional or other legal authorities of any Signatory or of any other entity, including state and Tribal trust authorities for wildlife and wildlife management. All responsibilities, obligations, authorities, and discretion granted by applicable law to each of the Signatories shall be maintained.
3. Tribes: The USFWS will maintain government-to-government relationships with Tribal entities in a fashion consistent with Statements of Relationships, Secretarial Order 3206, Tribal Wolf Management Plans, Information Management Protocols, and all other applicable Federal laws, regulations, policies and treaties. The Tribes have broad police and management authorities for wildlife inherent in treaty rights and the above agreements. For example, the USFWS and the White Mountain Apache Tribe manage wolves under a management agreement which recognizes Tribal authority on the Fort Apache Indian Reservation. Tribes may voluntarily be involved in other processes associated with the signatories and may request the assistance of other signatory agencies in the management of Mexican wolves on Tribal Trust lands.
4. Certain discussions or documents provided to the Signatories, or their designees, will contain information on the Mexican Wolf Recovery Program that is confidential, but is provided to the Program's IFT, Management Team, and/or Executive Committee for informative purposes. Signatories acknowledge the confidential nature of this information and that it is, accordingly, not intended for distribution or discussion outside of the IFT, Management Team, or Executive Committee. The Signatories agree to maintain the confidentiality of the information they receive, to the extent permitted by law (e.g., FOIA or state public records law), and to limit its distribution or discussion outside of the IFT,

Management Team, or Executive Committee solely to their organizational leadership, as required and appropriate, on a strictly need-to-know basis.

5. The terms of this MOU are contingent upon sufficient resources being available to the Signatories for performance of this MOU, and nothing in this MOU commits a party to the expenditure of funds that are not appropriated or allocated. The Signatories will develop work plans each year, develop budgets and, as funding is available from all sources, assess priorities and apply the available funding to those priorities. Decisions as to whether sufficient resources are available to each Signatory shall be determined by each Signatory, shall be accepted by all other Signatories, and shall be final.
6. Specific work projects or activities that involve transfer of funds, services or property among the Signatories shall require execution of separate agreements or contracts and be contingent upon the availability of appropriated or other funds. Appropriate statutory authority must independently authorize such activities; this MOU does not provide such authority. Negotiation, execution and administration of each such separate agreement or contract must comply with all applicable statutes and regulations. Nothing in this MOU shall obligate the Signatories to encumber or transfer any funds, expend appropriations, or to enter into any contract or other obligations.
7. This MOU is not intended to, and does not create or establish, any substantive or procedural right, benefit, trust responsibility, claim, cause of action enforceable at law, or equity, in any administrative or judicial proceeding by a party or non-party against any party or against any employee, officer, agent, or representative of any party.
8. The Signatories and their respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives of this MOU, except when transfers of funds are authorized by separate agreements or contracts. Each Signatory will carry out its separate activities in a coordinated and mutually beneficial manner. Employee assignment under this MOU is subject to approval by the employing agency.
9. Any information provided to the Federal and State Agencies under this instrument may be subject to release under the Freedom of Information Act (5 U.S.C. 552) (FOIA) or state public records law. However, nothing in this MOU shall be construed to affect the applicability of the exemptions set forth in 5 U.S.C. 552 (b).
10. In accordance with Secretarial Order 3206, to the extent consistent with the provisions of the Privacy Act, FOIA, and the Federal Agencies' abilities to continue to assert FOIA exemptions with regard to FOIA requests, the Federal Agencies shall make available to an Indian tribe all information held by the Federal Agencies which is related to its Indian lands and Tribal trust resources. In the course of the mutual exchange of information, the Federal Agencies shall protect, to the maximum extent practicable, Tribal information which has been disclosed to or collected by Federal Agencies. Federal Agencies shall promptly notify and, when appropriate, consult with affected tribes regarding all requests for Tribal information relating to the administration of the ESA.

11. This instrument in no way restricts the Signatories from participating in similar activities with other public or private agencies, organizations and individuals. This MOU does not modify or supersede other existing agreements between or among any of the Signatories.
12. This MOU takes effect on the date of the last signature of approval and shall remain in effect for 5 years after the date of the last signature. The Signatories will review the MOU prior to its scheduled expiration and extend it if so desired. Any Signatory may withdraw from this MOU with a 60-day written notice to the other Signatories. Withdrawal by one party shall not obligate any other Signatory to withdraw, nor shall it affect continued cooperation among remaining parties to this MOU.
13. In accordance with the laws of the State of Arizona, all parties are hereby put on notice that the State of Arizona's participation in this MOU is subject to cancellation pursuant to A.R.S. § 38-511.
14. This MOU may be amended at any time to include additional Signatories. An entity requesting Signatory status shall submit its request to the Signatories in the form of a document defining the requesting agency's proposed responsibilities pursuant to this MOU. Inclusion of additional Signatories shall be approved by majority voice concurrence of current Signatories. On approval, the new Signatory must comply with all aspects of the MOU as it was structured when its request for Signatory status was approved.
15. Conflicts between or among Signatories concerning this MOU that cannot be resolved at the lowest possible level shall be referred to the next higher level, as necessary, for resolution.
16. Each Signatory shall identify principal implementation and contract administration contacts for this MOU and provide their contact information to the other Signatories. Agencies may change their contact(s) by written notification to all Signatories. Contact changes by one Signatory shall not require concurrence of other Signatories.
17. This MOU is not a Federal contract, rule or regulation. This MOU shall not be construed as or interpreted to be final Federal agency action.
18. This MOU is subject to all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352); and (b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1683 and 1685-1686).
19. No member of or delegate to Congress shall be entitled to any share or part of this MOU, or to any benefit that may arise from it.
20. The provisions of any statutes and/or regulations cited in this MOU contain legally binding requirements. The MOU itself does not alter, expand, or substitute for those provisions or regulations, nor is it a regulation itself. Thus, this MOU does not impose legally binding requirements on the Signatories that conflict with statute or regulations, nor does it create a legal right of action for the Signatories or any third party.

21. Nothing in this MOU may be construed as creating any sort of exclusive arrangement between an agency or agencies, tribes, and the non-Federal Signatory.
22. Unless expressly provided by law, personnel, or volunteers of one Signatory shall not be considered to be agents or employees of the other Signatory for any purpose, and no joint venture or principal-agent relationship shall be deemed to exist. The personnel and volunteers of one Signatory are not entitled to any of the benefits that the other Signatory provides for its employees or volunteers. This MOU shall not make, or be deemed to make, employees of one Signatory subject to supervision by employees of another Signatory.
23. On behalf of itself, its officers, directors, members, employees, agents and representatives, each Signatory agrees that it will be responsible for its own acts and omissions and the results thereof and that it shall not be responsible for the acts or omissions of the other Signatory, nor the results thereof. Each Signatory therefore agrees that it will assume the risk and liability to itself, its agents, employees and volunteers for any injury to or death of persons or loss or destruction of property resulting in any manner from the conduct of the Signatory's own operations and/or the operation of its agents, employees and/or volunteers under this MOU. Each Signatory further releases and waives all claims against the other Signatory for compensation for any loss, cost, damage, expense, personal injury, death, claim, or other liability arising out of the performance of this MOU, including without limitation any loss, cost, damage, expense, personal injury, death, claim or other liability arising out of the other Signatory's negligence, provided, however, that either Signatory may agree to voluntarily compensate the other for damage to equipment. NOTE: This provision does not apply to agencies within the U.S. Department of Agriculture.

This following agencies and entities have signed this MOU (signatures are on file with U.S. Fish and Wildlife Service):

Lead Agencies

Arizona Game and Fish Department
New Mexico Department of Game and Fish
USDA Animal and Plant Health Inspection Service - Wildlife Services
USDA Forest Service
DOI Bureau of Land Management
DOI National Park Service
DOI U.S. Fish and Wildlife Service
White Mountain Apache Tribe

Cooperating Entities

Eastern Arizona Counties Organization
Apache County, Arizona
Catron County, New Mexico
Gila County, Arizona
Graham County, Arizona
Greenlee County, Arizona
Navajo County, Arizona
Sierra County, New Mexico