

# **COOPERATIVE STEWARDSHIP AGREEMENT FOR RECREATIONAL ACCESS**

**This COOPERATIVE STEWARDSHIP AGREEMENT** (Agreement) for recreational access is entered into between Westwood Ranch Association (Landowner), represented by Ms. Lisa Frassato, and the State of Arizona through the Arizona Game and Fish Commission (Commission) and its administrative agency the Arizona Game and Fish Department (Department) (collectively “Parties” and singularity “Party”) for the purpose of providing public recreational access through, upon, or across lands owned or legally controlled by Landowner (“Subject Property”) as illustrated on Exhibit A attached hereto.

WHEREAS, said Subject Property contains recreational access routes, as illustrated on Exhibit A, necessary for roadway entry purposes to publicly held lands beyond Subject Property, and no other public entry or agency owns or controls the necessary access points to those publicly held lands; and,

WHEREAS, the Parties agree that the goods or services provided by the Department will be used by the Landowner for a public purpose as described herein, and that the benefit derived to the public as the result of such goods or services will be equal or exceed the value of the goods or services.

NOW, THEREFORE, in consideration of mutual promises and other goods and valuable consideration contained herein, the Department and Landowner agree to implement this Agreement to reduce or alleviate sportsmen/landowner conflicts on the Subject Property under the following terms and conditions:

## **A. The Arizona Game and Fish Department shall:**

1. To provide funding in an amount, not to exceed, Six-Thousand dollars (\$6,000) for Landowner to perform various ranch improvement projects. This work can consist of, but not limited to, road repairs, upgrades, and maintenance, purchase and spreading of surface materials, fencing, and access improvement projects.
2. Provide periodic Department road grading service to the main access road to the Boquillas Ranch entrance if time and funding permit. This activity will not exceed one pay period annually, unless otherwise approved by the Department.
3. The payment for the materials and labor to complete the desired improvements will be in two installments. One installment of \$3,000 will be provided after this agreement is signed. The second installment, sufficient to cover costs of completing the desired improvements, but not in excess of \$3,000, for total amount of \$6,000 per A.1., will be provided after a review of the work completed.

## **B. The Landowner shall:**

1. Allow recreational user’s access to the Subject Property as illustrated in Exhibit A commencing on the effective date and remaining effective for three (3) years unless otherwise terminated as provided in C.2. and C.3. herein.
2. Should the property rights to the Subject Property be transfer to another Party during the term of this Agreement, the terms and conditions of this Agreement shall be transferred, with the Subject Property, to such other Party, unless the Agreement has been terminated or expired.

**C. The Department and Landowner mutually agree:**

1. To cooperate with each other and to ensure that all Parties successfully and satisfactorily fulfill their agreed-upon commitments as set forth in this Agreement.
2. Either Party may terminate this Agreement upon thirty days (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease.
3. All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

A. For the Commission:

Al Eiden, Landowner Incentive Program Coordinator  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, AZ 85086  
623-236-7624  
AEiden@azgfd.gov

B. For the Landowner:

Westwood Ranch Owners Association  
ATTN: Gia Poole, Account Director  
c/o Caretaker, Inc.  
PO Box 4171  
Mesa, AZ 85211

4. This agreement shall be effective as of the last signature date and shall expire three (3) years from the effective date. The Parties shall monitor the progress of the projects performed hereunder and jointly complete a final assessment of the projects' effectiveness within sixty (60) days' of the expiration of this agreement.
5. That the access improvements placed on the Landowners' property by the Department pursuant to Paragraph A above shall become the property of the Landowner three (3) years after the date of the last signature below.
6. The Wildlife Manager Stationed within the Departments Game Management Unit in which the project is located shall be the local Department representative regarding the operation of this Agreement.
7. 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.
8. Modification within the scope of this agreement shall be made by mutual consent of the Parties by the issuance of a written modification, signed, and dated by both Parties, prior to any changes being performed. The Parties are not obligated to fund and changes not approved in advanced.

9. 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.
10. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
11. In carrying out the terms of this Agreement, the Parties agree to comply with Executive Order No. 99-4 prohibiting discrimination in employment, the provisions of which are incorporated herein by reference.
12. To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
13. This Agreement is subject to termination pursuant to A.R.S. § 38-511
14. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
15. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter herein and accurately sets forth the rights, duties, and obligations of each Party. All prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. The provisions of this Agreement may be abrogated, modified, rescinded, or amended in whole or in part only by mutual written consent executed by the Parties.
16. In the event that any provision of this Agreement or portion thereof is held invalid, illegal, or unenforceable, such provision or portion thereof shall be severed from this Agreement and shall have no effect on the remaining provisions of this Agreement, which shall remain in full force effect.
17. Compliance Requirements for A.R.S. § 41-4401, Government Procurement:  
E-Verify Requirement
  - a. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through E-Verify program.)
  - b. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
  - c. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.
  - d. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

All payments received by the landowner through this Agreement may be subject to federal and local income tax. Any questions regarding the tax status of payments should be directed to the landowner's personal tax consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date below, and each person signing this Agreement warrants that he/she has the capacity and authority to execute this Agreement and consummate the transactions contemplated herein:

APPROVED:

Westwood Ranch Association

\_\_\_\_\_ Signature on File \_\_\_\_\_

\_\_\_\_\_ 2/19/09 \_\_\_\_\_  
DATE

APPROVED:

Arizona Game and Fish Commission

\_\_\_\_\_ Signature on File \_\_\_\_\_

\_\_\_\_\_ 1/12/09 \_\_\_\_\_  
DATE

Larry D Voyles, Secretary to the Commission, and  
Director, Arizona Game and Fish Department