

**LANDOWNER RELATIONS PROGRAM
COOPERATIVE STEWARDSHIP AGREEMENT
FOR HABITAT IMPROVEMENT
Davis Well Project**

THIS COOPERATIVE STEWARDSHIP AGREEMENT for habitat improvement is entered into between Bruce Hunter ("Cooperator") 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 singularly "Party") for the purpose of executing a Cooperative Habitat Improvement Project BLM Land ("Subject Property"), as illustrated in the attached Exhibit A, incorporated herein by reference.

WHEREAS, the Commission is authorized to enter into this Agreement pursuant to A.R.S. § 17-231(B) (7);

WHEREAS, the Commission has primary statewide responsibility for management actions related to fish and wildlife populations within the State of Arizona.

WHEREAS, the Department acts under the authority of the Commission.

WHEREAS, said Subject Property provides mutual benefits to the Cooperator and wildlife, and it is the mutual desire of the Department and Cooperator to cooperate for the common benefit of wildlife and the public interests of the people of Arizona;

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

NOW THEREFORE, in consideration of the mutual promises and other good and valuable consideration contained herein, the Department and the Cooperator agree to implement the following described Habitat Improvement Project on the Subject Property:

Project Description:

Davis Well is located in Unit 41 on BLM land leased by Bruce Hunter in Maricopa county. The solar conversion will include a pump, storage tank, drinker, and panels. This will provide usable wildlife water throughout the year. The closest catchment is 7.5 miles away (State Well/#350). The completion of this project will complement ongoing water distribution efforts to improve pronghorn antelope habitat GMU 41. Pronghorn antelope are identified as a Species of Greatest Conservation Need (SGCN) within Arizona due to their vulnerability criteria evaluation. Translocation efforts have occurred in GMU 41 and the last game survey observed 20 pronghorn within this area. These new proposed water source will help provide additional year-round water for wildlife throughout the area.

The Department will provide financial assistance to convert one nonfunctioning generator-driven well to a solar pumping system. The generator option costs the ranch additional time and money and is not a feasible option to provide year-round wildlife water to the area. This project will benefit the rancher in lowering fuel and labor costs to keep water at the site. It will also provide year-round wildlife water to the area for a minimum of ten-years, benefitting wildlife and the Department.

Funding will cover the cost of solar panels, pump, and associated hardware while the lessee shall cover the cost of equipment delivery and will provide the labor to complete the project. The remaining cost of the project will be incurred by the current lessee. All labor or additional cost for removal of debris at the drinker site and maintenance of the existing drinkers will also be the responsibility of the lessee. Project sites will be accessed using existing roads and trails and maintenance will remain within the original footprint of the well. In addition to the solar conversion, a storage tank will be replaced and act as a catchment for wildlife.

The Cooperator in coordination with the Department, will implement the Habitat Improvement Project Davis Well Project. The strategy of this project is for the Department to provide reimbursement to the Cooperator for one solar conversion.

A. The Arizona Game and Fish Department shall:

1. Work with the Cooperator to complete the project per the Project Description for the purpose of wildlife habitat improvement.
2. Reimburse the Cooperator in an amount not-to-exceed, ten thousand five hundred dollars (\$10,380.00) for reimbursement of materials and labor to perform the habitat improvements described in the Project Description. All labor using heavy equipment is included in the aforementioned price. Funding under this agreement is not available for reimbursement of the cooperators purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit
3. Payment shall be made within thirty (30) days upon receipt of itemized invoice(s) from the Cooperator to the Department.
4. Annually monitor and evaluate Project effectiveness and wildlife use during the term of this Agreement.

B. The Cooperator shall:

1. Complete the Project described in the project description at a rate of up to ten thousand three hundred eighty dollars (\$10,380.00) in the project area depicted in Exhibit A. Incur all labor, equipment, and material costs over and above those supplied by the Department (\$10,380.00) through this Agreement.
2. Submit itemized invoices to the Department for reimbursement of costs incurred, including any delivery, to complete the Project prior to June 14th 2024.
3. Operate and manage the drinkers shown in Exhibit A in a manner that provides water to wildlife on a year-round basis regardless of livestock rotation. The water surface shall be free of obstructions and the drinker shall include entry and escape ramps for smaller wildlife, or another mechanism that ensures accessibility and safety for wildlife.
4. Should the property rights to the Subject Property be transferred to another Party during the term of this Agreement, the terms and conditions of this Agreement shall be transferred with the property to such other Party.

5. Ensure Project is within cultural compliance and provide cultural compliance documentation from the BLM before commencing work.

C. The Department and the Cooperator mutually agree:

1. That unless otherwise terminated as provided herein, this Agreement shall extend for a period of ten (10) years from the date of last signature on this Agreement. Project progress will be monitored and a final assessment of the project's effectiveness will be completed jointly by the Parties.
2. Nothing in this Agreement shall be construed as obligating the Department in any contract or other obligation for the future payment of money in excess of appropriation authorized by law.
3. Either Party may terminate this Agreement upon sixty (60) days written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease and Cooperator shall not incur any new obligations for the terminated portion of the Agreement and shall cancel as many outstanding obligations as possible. The Department shall allow full credit to the Cooperator for the Cooperator's share of the non-cancelable obligations properly incurred by the Cooperator up to the effective date of the termination. Any remaining unobligated funding provided by the Department shall be returned to the Department within sixty (60) days after the effective date of termination.
4. Notices: All written notices concerning this Agreement shall be delivered in person or sent by certified mail, return receipt requested, to the Parties as follows:

For the Commission:

Arizona Game and Fish Department
ATTN: Mr. Dan Sturla
5000 W. Carefree Highway
Phoenix, Arizona 85086
Phone: (623) 236-7282
Email: dsturla@azgfd.gov

For the Cooperator:

~~Bruce Davis~~ BRUCE HUNTER
[REDACTED]
Tonopah AZ 85354
Phone: [REDACTED]

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5. Modifications 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 all Parties, prior to any changes being performed. The Parties are not obligated to fund any changes not approved in advance.
6. This Agreement is subject to public records requests. In the event a request is made, personally identifiable information such as address, phone number, and email address will be redacted.
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. All work performed pursuant to this Agreement shall be in compliance with all applicable state and federal laws and regulations.
9. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
10. 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.
11. 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 and effect.
12. This Agreement is subject to termination pursuant to A.R.S. § 38-511.
13. All payments received by the Cooperator 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 Cooperator's personal tax consultant.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last signature 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:

By: B. Hunter Date 8-15-23
Bruce Hunter

APPROVED:

Arizona Game and Fish Department
By: Clay Crowder Date 8/3/2023
Clay Crowder, Assistant Director
Wildlife Management Division

Exhibit A
Project map(s)

Davis Well Project
Cooperative Habitat Stewardship Agreement

