

**COOPERATIVE STEWARDSHIP AGREEMENT  
BETWEEN  
THE NAVAJO NATION  
AND  
THE STATE OF ARIZONA**

This COOPERATIVE STEWARDSHIP AGREEMENT ("Agreement") is entered into by and between the Navajo Nation ("Nation"), through its Division of Natural Resources ("DNR"), and the State of Arizona ("Arizona"), through the Arizona Game and Fish Commission ("Commission") and its administrative agency the Arizona Game and Fish Department ("Department"), hereinafter collectively "the Parties," for the purpose of providing public recreational access through, upon, or across private land owned or legally controlled by the Nation, as illustrated on Exhibit A map attached hereto.

**WHEREAS,**

1. The Big Boquillas Ranch ("Ranch") contains recreational access routes necessary for motor vehicle entry to access the Ranch and publicly held lands adjacent to the Ranch, and the Nation owns and/or controls the necessary access points to the Ranch and those publicly held lands; and
2. The Parties wish to enter into this Agreement in order to address Ranch related access to and across public and private lands for hunting and guiding purposes; and
3. The Nation is the owner in fee of the Ranch, which is located within Arizona Game Management Unit No. 10. The Ranch consists of 491,432.16 acres of private deeded land and 238,100.02 acres of State Trust Land. The total acreage is 729,532.18 acres and is situated in two counties: Yavapai and Coconino Counties. The Ranch is the largest ranch in the State of Arizona; and
4. The geographic size of the Ranch, coupled with the diverse uses of the property, create a challenge for the Parties in the proper management and stewardship of the resources on the Ranch; and
5. There are Arizona State Trust Lands scattered throughout the Ranch for which authorized public uses have been diverse and the Arizona State Land Office allows for public use of its lands through a permit entry system. The Nation utilizes its fee title and leased State Trust Lands for ranching, and has plans for many and varied development of the fee title property for its own interests. The Parties recognize that damage has occurred because of use of the Ranch by the public and others, and that the Ranch can be managed and developed in a way that minimizes these conflicted land and resources uses.
6. It is the Nation's intent to contract with the Ranch lessee or other designee for the purpose of implementing this Agreement. This contractor shall operate the Ranch Access Pass program on behalf of the Navajo Nation.

7. There is a grazing lease between the Nation and Cholla Livestock, LLC for the Ranch through December 31, 2016. In leasing the Ranch, Cholla Livestock, LLC has incurred and will continue to incur expenses. The revenues generated from the operations authorized by this Agreement shall be put toward these expenses. Cholla Livestock, LLC has provided prior written consent for this Agreement, as illustrated in Exhibit B attached hereto.

**NOW, THEREFORE,** in consideration of the foregoing mutual interests, concerns and goals of the Parties, the Parties hereby agree as follows:

**I. DEFINITIONS:**

1. "Commission" means the Arizona Game and Fish Commission.
2. "Department" means the Arizona Department of Game and Fish.
3. "Division" means the Navajo Nation Division of Natural Resources.
4. "Hunt Manager" means the Nation's designee responsible for implementing this Agreement and coordinating with Arizona to manage access and use of the Ranch by Recreational Users.
5. "Nation" means the Navajo Nation, owner of the Big Boquillas Ranch, and/or its designee.
6. "Ranch" means the Big Boquillas Ranch.
7. "Ranch Access Pass" means the document that a Recreational user must obtain to access the Ranch and is issued by the Nation.
8. "Ranch Rules" mean those conditions mutually developed by Arizona and the Nation that are required of a Recreational User in order to receive a Ranch Access Pass and access the Ranch.
9. "Recreational Impact Fee" means a fee the Nation may require and collect from a Recreational User to access the Ranch.
10. "Recreational User" means any person (1) with an Arizona big game permit for a hunt area that includes the Ranch; (2) any person scouting for an Arizona big game hunt that includes the Ranch, (3) a guide, as defined in A.R.S. § 17-101, and who is assisting a person with an Arizona big game permit, and (4) any other person assisting or accompanying a person with an Arizona big game permit for a hunt area that includes the Ranch.

**II. THE PARTIES MUTUALLY AGREE:**

1. By entering into this Agreement, the Parties do not waive or surrender their sovereign immunity, expressly or by implication. The Parties shall not infringe the sovereign immunity of either the Nation or Arizona in any activities undertaken, work products created, or agreements reached pursuant to this Agreement.
2. The Agreement is effective upon signature of both parties. The term of the Agreement is through December 31, 2015, unless earlier terminated or replaced or superseded by another agreement. If the Parties agree to renew this Agreement, the Parties shall complete the renewal no later than November 1, 2015, unless the Parties mutually agree to a later date.
3. The Parties may mutually agree in writing to terminate this Agreement. Any Party may unilaterally terminate this Agreement when a Party is in material non-compliance with the Agreement, provided the Party in non-compliance receives written notice of the non-compliance and fails to correct the non-compliance within thirty (30) days of the notice. Upon termination, the Parties shall have no further obligations under this agreement.
4. 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 any changes not approved in advance.
5. 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:

Al Eiden, Landowner Relations Program Manager  
Arizona Game and Fish Department  
5000 West Carefree Highway  
Phoenix, Arizona 85086  
Phone (623) 236-7624

For the Nation:

Big Boquillas Ranch  
Navajo Nation Division of Natural Resources  
Navajo Nation



6. The Parties shall remain responsible solely for the acts and omissions of its own employees and agents, and no Party hereby indemnifies any other Party.
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. Expenditure of

funds by the Nation is conditioned upon the authorizations and limitations set forth in 2 N.N.C. § 223. 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. The Parties will cooperatively develop and implement the Big Boquillas Ranch Rules ("Rules").
9. The Rules will identify and address mutual concerns of the Parties regarding access to the Ranch by properly authorized and permitted public.
10. The Rules outline the fee structure the Nation charges to Recreational Users who enter the Ranch.
11. The Parties will coordinate to develop an access plan that includes mutually agreed upon designated motor vehicle access points for Recreational Users, and signs located at each access point that clearly identify the Rules. The Parties will coordinate to ensure that access point signs are annually reviewed and updated.
12. The Parties will jointly monitor daily visitor sign-in sheets and check for possession of use related permits by the visitor public.
13. The Parties shall meet at least twice annually, once prior to the scheduled hunts for the purpose of discussing information needs, Rules, and the elements of any violations the Department enforces, and once after the scheduled hunts to discuss any issues with the hunts and potential amendments to the Rules.
14. The Parties agree to retain all data and records relating to the acquisition and performance of this agreement for a period of five (5) years after the completion of the Agreement. All records shall be subject to inspection and audit by Arizona at reasonable times.
15. All work performed pursuant to this Agreement shall be in compliance with all applicable and enforceable state, federal and Navajo Nation laws and regulations.
16. In carrying out the terms of this Agreement, the Parties agree to comply with all applicable state and federal statutes and regulations concerning non-discrimination practices.
17. To the extent not prohibited by applicable law, the Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518. The Nation is a dependent domestic Indian nation with sovereign immunity and any covenants or provisions of this Agreement shall not be construed to waive the sovereign immunity of the Nation.

18. Both the Navajo Nation and the State acknowledge that A.R.S. § 38-511 allows the State to cancel the contract within three years after execution for conflict of interest reasons.
19. This Agreement in no way restricts any Party from participating in similar activities with other public or private agencies, organizations or individuals.
20. 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.
21. 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.
22. That Arizona may enter into a separate agreement, on terms and conditions consistent with this Agreement, with the Nation's designee who is authorized to implement this Agreement on behalf of the Nation.

### **III. THE DEPARTMENT AGREES:**

1. To assist the Nation with implementing this Agreement and the Rules.
2. To provide law enforcement/patrol and wildlife management support for Game Management Unit No. 10 and the Ranch, based on available resources and when deemed appropriate by the Department.
3. To offer assistance to the Nation in preparing competitive grant applications and work in partnership to pursue and design habitat restoration and water development projects as funding opportunities become available.
4. To provide assistance, if requested by the Nation, to pursue Natural Resource Conservation Services program funds and other available funding opportunities, recognizing these funds are highly competitive with no assurance of funding.
5. To work with the Nation to identify locations on the Ranch for potential Adopt-a-Ranch projects and other volunteer opportunities. The Department's Landowner Relations Program and Volunteer Coordinator will be responsible for directing projects to the Ranch, which may include fence repair, erosion control, habitat restoration and installation of elk jumps in areas identified by the Nation.

11/05/2013

6. To coordinate with the Nation to ensure a well-designed Ranch Access Pass is available for each Recreational User who has paid the Recreational Impact Fee or who is exempt from the Fee.
7. To conduct hunter information/harvest survey beginning post 2013 fall hunts, via mail or electronic communication, of all elk and pronghorn hunters as well as general deer hunters on the Ranch, provided the Department approves the survey, and provide such information to the Nation.
8. To coordinate with the Nation to ensure access to the Ranch for organized predator hunting events and to facilitate the exchange of contact information with predator hunting organizations.
9. To continue predator control efforts in 2013 on the Ranch, and at the conclusion of that project, evaluate opportunities and funding for future efforts.
10. To provide information to the Nation on upcoming Game Management Unit No. 10 juniors' general deer hunts to allow the Nation to assist in the hunts. The Department shall consider additional juniors' hunt opportunity for elk, subject to Commission approval.
11. To provide the Nation with the names of those persons the Department has issued a citation for a violation occurring on the Ranch or other individuals, at the discretion of the Department, who have violated the Rules and that the Nation may therefore exclude.
12. To implement outreach efforts to inform Recreational Users of the Rules that Recreational Users must comply with in accessing the Ranch.
13. To recommend to the Commission in 2014 to designate the Ranch as a subunit of Game Management Unit No. 10, provided the Parties mutually agree that designating a subunit is necessary to accomplish the objectives for this Agreement.
14. To work with the Nation in maintaining the sign-in kiosks.
15. To support the Recreational Impact Fees when used to offset the recreational impacts known to be associated with recreational usage on the Ranch.
16. To provide information and data to the Nation concerning wildlife, wildlife habitat, hunting, visitor use of the Ranch, and other monitored natural resource use of the Ranch on at least an annual basis.
17. The Wildlife Manager assigned to Game Management Unit No. 10 shall be the Department representative regarding the operation of this Agreement.

18. To coordinate and collaborate more closely in determining big game hunt permit numbers annually and to regulate and control legally permitted access to the Ranch more effectively and efficiently.
19. To disseminate information to the general public regarding Ranch access, use, closures, and other necessary information pertinent to Ranch use.

**IV. THE NATION AGREES:**

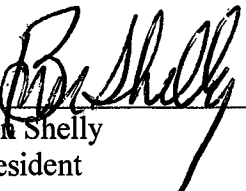
1. To designate a Hunt Manager to coordinate with the Department in administering this Agreement.
2. To allow the Department to exercise its authority to enforce trespass laws pursuant to Titles 13 and 17 of the A.R.S.
3. To permit Recreational Users with a Ranch Access Pass to access the Ranch through December 31, 2015, unless the Agreement is otherwise terminated as provided in this Agreement. The Nation reserves the right and the authority to unilaterally close access to Ranch fee title lands and/or access through Nation-owned roads or lands as necessary to protect property from abuse or unreasonable destruction of Ranch resources by visitors, or, on a temporary basis, in order to accommodate Ranch operations.
4. To coordinate with the Department to implement this Agreement, including the Rules.
5. To operate, if the Nation deems it appropriate, a check-in facility where Recreational Users shall check-in, pay any Recreational Impact Fee, obtain a Ranch Access Pass, sign and receive Rules prior to accessing the Ranch. If such check-in station is deemed necessary, the Nation will ensure the check-in office is open every day from ten (10) days prior to the opening day of the archery-only pronghorn hunt in Unit 10 through five (5) days after the close of the December antlerless elk general hunt in Unit 10 from 8:00 AM to 5:00 PM (Arizona Time Zone). The Nation may use the same facility to serve as a biological check-out station.
6. To provide each Recreational User a notice prior to entry on the Ranch that the Nation shall revoke the Ranch Access Pass for failure to comply with the Rules, that it is unlawful for the Recreational User to remain on the Ranch if the Ranch Access Pass is revoked, and that the notice constitutes a reasonable request to leave the Ranch.
7. To work with the Department in selecting locations on the Ranch for potential Adopt-a-Ranch projects and other volunteer opportunities.
8. To coordinate with the Department to ensure access to the Ranch for organized predator hunting events and facilitate the exchange of contact information with predator hunting organizations.

11/05/2013


9. To coordinate ranch participation, if any, in upcoming Game Management Unit No. 10 juniors' general deer hunts or Commission-approved potential future juniors' elk hunting opportunities.
10. To coordinate with the Department to identify those persons who the Department issued a citation for a violation occurring on the Ranch.
11. To report to the Department on an annual basis the number of Recreational Users accessing the Ranch and the amount of fees collected.
12. To coordinate with the Department to develop an access plan that includes designated motor vehicle access points and signs that clearly identify the Rules.
13. To require any successor-in-interest to the Ranch to assume and accept the terms and conditions in the Agreement for the duration of the Agreement.
14. To adhere to applicable state laws that prohibit a person from locking gates on State Trust Lands or denying access to State Trust Lands. This provision shall not be construed as a contractual agreement to abrogate or waive the sovereign immunity of the Nation.
15. To allow Department personnel unrestricted access to the Ranch to perform official duties authorized under state law. The Nation shall provide access for Department personnel at all access points, including those no longer designated access points under this Agreement.
16. To disseminate information to the general public regarding Ranch access, use, closures, and other necessary information pertinent to Ranch use.

**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:

**NAVAJO NATION**

By  \_\_\_\_\_  
Ben Shelly  
President

**STATE OF ARIZONA**

By  \_\_\_\_\_  
Larry Voyles, Director  
Arizona Game and Fish Department

Date: APR 14 2014

Date: 12/26/13



Exhibit "B"

CONSENT

The undersigned BIG BOQUILLAS RANCH Property Lessee consents to the Navajo Nation and State of Arizona entering into the Cooperative Stewardship Agreement attached hereto.

Dated this 10<sup>th</sup> Day of January, 2014.

CHOLLA LIVESTOCK LIMITED LIABILITY COMPANY

By: Harvey C Dietrich  
It's Manager