

**LANDOWNER RELATIONS PROGRAM
COOPERATIVE HERITAGE STEWARDSHIP AGREEMENT
FOR HABITAT IMPROVEMENT**

THIS COOPERATIVE HERITAGE STEWARDSHIP AGREEMENT for habitat improvement is entered into between Bill and Barbara Marks ("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 on lands owned or controlled by the Cooperator ("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, 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:

Provide funding to Cooperator for Wolf/Livestock conflict reduction on the Marks' Ranch as part of an ongoing program.

A. The Arizona Game and Fish Department shall:

1. Work with the Cooperator to reduce wolf/livestock conflicts.
2. Provide funding to the Cooperator in an amount not-to-exceed, six-thousand dollars (\$6,000.00) to assist in the cost of materials, fuel and labor for moving livestock into wintering areas away from known wolf packs (Exhibit A). Payment shall be made within 30 days after submission by Cooperator and approval by Department of invoice.
3. Provide advance notice to the Cooperator when entry upon the Subject Property to visit the project site is required in performance of duties pursuant to this Agreement. Set mutually agreeable visitation times with the Cooperator, and invite the Cooperator to participate in all activities pursuant to this Agreement.
4. Annually work with Cooperator when moving livestock is needed.

B. The Cooperator shall:

1. Move livestock into wintering areas away from known wolf packs. Annually notify the Department with plans to move livestock.
2. Allow the Department and/or its representative(s) entry upon the Subject Property, in the vicinity of the project site, to perform duties assumed pursuant to this Agreement including, but not limited to, monitoring and evaluating project effectiveness and wildlife use during the one (1) year project period.
3. 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.

C. The Department and the Cooperator mutually agree:

1. That unless otherwise terminated as provided herein, this Agreement shall extend for a period of one (1) years from the date of last signature on this Agreement. Project progress will be reported to the Department's Wolf Team Leader by the Cooperator 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 all 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. Al Eiden
5000 W. Carefree Highway
Phoenix, Arizona 85086
Phone: (623) 236-7624
Email: aeiden@azgfd.gov

For the Cooperator:

Bill and Barbara Marks



5. In accordance with 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. Upon request, Party shall produce a legible copy of any and all such records.

6. 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.
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. In accordance with A.R.S. § 41-151.12 (GS 1018), all books, accounts, reports, files, electronic data, and other records relating to this Agreement shall be kept for six (6) years after completion of this Agreement.
10. This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
11. In carrying out the terms of this Agreement, the Parties agree to comply with State Executive Order 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
12. 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.
13. 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.
14. In accordance with A.R.S. § 12-1518, the Parties agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review except as may be required by other applicable statutes.
15. This Agreement is subject to termination pursuant to A.R.S. § 38-511.

16. 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:

Marks Ranch

Bill Marks 10/7/16
Bill Marks Date

Barbara Marks 10-7-16
Barbara Marks Date

APPROVED:

Arizona Game and Fish Department

Jim deVos 9/21/16
Jim deVos, Assistant Director Date
Wildlife Management Division

Mailing Address:



Exhibit A

