

RESOLUTION OF THE
WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

WHEREAS, the Tribal Council has discussed a proposed Field Agreement with the U. S. Fish and Wildlife Service, and

WHEREAS, the Council feels that this cooperative agreement will assist the Tribe in the control of predatory animals and rodents, and

WHEREAS, a Tribal member will receive additional training and technical assistance from the U. S. Fish and Wildlife Service.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman be authorized and directed to sign the agreement and any extensions to this agreement for future years of cooperation.

BE IT FURTHER RESOLVED that the Tribal Chairman be given the authority to negotiate modification or termination of this agreement as specified in Section 8 and Section 9. The Field Agreement is attached hereto and made a part of this resolution.

The foregoing resolution was on August 2, 1978 duly adopted by a vote of 10 for and 0 against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article V, Section 1 (i) of the Amended Constitution and By-Laws of the Tribe, ratified by the Tribe June 27, 1958 and approved by the Secretary of the Interior on May 29, 1958, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).

ACTING *Lynn Cody*
Chairman of the Tribal Council

RECEIVED

AUG 04 1978

FORT APACHE INDIAN
AGENCY
WHITERIVER, ARIZ.

Mary L. Goodfield
Secretary of the Tribal Council

FIELD AGREEMENT
BETWEEN
THE U.S. FISH AND WILDLIFE SERVICE
U.S. DEPARTMENT OF THE INTERIOR

AND THE

WHITE MOUNTAIN APACHE TRIBE OF THE
FORT APACHE INDIAN RESERVATION

THIS AGREEMENT, entered into between the U. S. Fish and Wildlife Service U.S.D.I., hereinafter referred to as the "Service" and the White Mountain Apache Tribe, hereinafter referred to as the "Cooperator".

WITNESSETH, THAT,

WHEREAS, the Service is authorized by the Act of March 2, 1931 (46 Stat. 1468.7 USC 426) and the Act of August 14, 1946, (60 Stat. 1080, 16 USC 661) as amended by the Coordination Act of August 12, 1958, (72 Stat. 563, 16 USC 661 et. seq.), to provide assistance to and cooperate with public and private agencies in the control of predatory animals and rodents injurious to property, and

WHEREAS, the Cooperator desires a program to be conducted on all tribal lands under the jurisdiction of the White Mountain Apache Tribe on the Fort Apache Indian Reservation, for the control of predatory animals and injurious rodents.

NOW THEREFORE, it is mutually agreed:

1. The Cooperator and Service will cooperate with funds, facilities, and personnel to conduct a program on all tribal lands under the jurisdiction of the White Mountain Apache Tribe on the Fort Apache Indian Reservation, to prevent or minimize economic depredations of specified wildlife and feral animals, but not game animals or fur species except as may be mutually agreed upon and to reduce the transmission of animal-borne diseases. All operations as provided

for by this agreement shall be under the supervision of the Service in order that work may be conducted in accordance with the latest improved methods and practices and correlated so far as possible with predatory animal control programs carried on in adjacent areas.

2. The Service will hire tribal members as District Field Assistants, to the extent of funds furnished by the Cooperator, to conduct the control work. Those employed, regardless of source of salary funds, will have Federal Civil Service status and be subject to all laws and regulations pertinent to Federal employees and receive such benefits as may be applicable. The Service will provide all necessary training and supervision of those employed. Training may also be provided by the Service for those employed by the tribe working in Animal Damage Control.

3. A detailed annual work plan will be jointly made and agreed upon prior to May 1 of each year, setting forth in writing operational plans, objectives, plan for staffing, disposition of fur and other animal parts, financing and other support for the succeeding fiscal year. Each party will be provided with a copy of this annual work plan.

4. By mutual agreement, the parties hereto will decide on the extent of the program to be conducted and the estimated cost thereof agreed to, on an annual basis. The Cooperator will finance the cost of salaries, vehicle, per diem, and horse allowance of personnel working on the project. The Service will furnish materials, supplies, and equipment (traps, M-44.s, etc.) for the program which shall remain the property of the Service upon termination of the Agreement. The Service may, to the extent the Cooperator's funds are not adequate, finance the balance of these costs, subject to the appropriation of funds by Congress.

5. The Cooperator agrees to deposit annually, by July 15, in a trust fund account to be established in the Treasury of the United States to the credit of the Fish and Wildlife Service, an amount as agreed to in accordance with the provisions of Section 4 hereof; provided that any unobligated balance remaining on termination of this agreement or at the end of each fiscal year shall, upon written request of the Cooperator, be refunded or included and combined with the funds to be made available for the following year for this program.

6. The State Supervisor of the Service or his representative, shall submit to the representative of the Cooperator a detailed report at the end of the fiscal year, showing all expenditures made in carrying out the project, recommendations, and a complete record of personnel employed and accomplishments in connection with the program.

Special reports will be rendered at any time during the year upon request of the Cooperator.

7. Furs or other parts of monetary value taken from wild animals captured under this Agreement shall be held in custody of the Service until disposed of as determined by the annual work plan; provided that the Cooperator shall have the first right to ownership of said parts. It is understood that if the Cooperator's income from fur or specimen sale receipts do not revert to this program, then the Services income therefrom shall be deposited with the United States Treasury for this program. Furs, specimens or parts thereof taken under the terms of this Agreement and with written consent of the Cooperator may be donated to museums, schools, or other public institutions and organizations for specimens, display, study or other appropriate purposes, or sold at fair market value to individuals for specimen or study purposes, not to be resold, and receipts will be allocated as per above.

8. This agreement shall be in effect from date signed to April 30, 1979, and shall automatically renew itself annually thereafter unless written notice to the contrary is given by either party thirty days in advance of the close of each fiscal year. This agreement and any continuation thereof shall be contingent upon the availability of funds.

9. This agreement may be amended by mutual consent and may be terminated by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date shown opposite their respective signatures.

(Date)

Chairman
White Mountain Apache Tribal Council

(Date)

U.S. Fish and Wildlife Service