

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

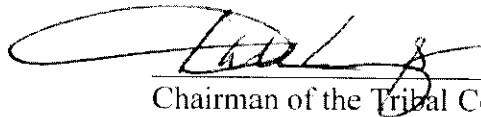
- WHEREAS,** the Tribal Council of the White Mountain Apache Tribe adopted the White Mountain Apache Tribe Mexican Wolf Management Plan in 2000, and the Tribe and the U.S. Fish and Wildlife Service (the "Service") have been cooperating pursuant to a cooperative agreement to carry out the Tribe's Mexican wolf management program on the Fort Apache Indian Reservation; and
- WHEREAS,** as a result of a review of the Mexican wolf recovery program, the U.S. Fish and Wildlife Service and its cooperators have determined it advisable to redefine their relationships and responsibilities regarding the overall Mexican wolf reintroduction and recovery program; and
- WHEREAS,** a Memorandum of Understanding (MOU) has been developed, with participation and input from Tribal resource and legal staff, that sets forth a new framework for implementation of the Mexican wolf reintroduction program; and
- WHEREAS,** under the MOU, the entities with primary regulatory jurisdiction and/or management authority over the Mexican wolf in Arizona and New Mexico, including tribes, who chose to participate will be the Lead Agencies; and
- WHEREAS,** at present the Lead Agencies are the Arizona Game and Fish Department, the New Mexico Department of Game and Fish, the U.S.D.A. Animal and Plant Health Inspection Service, Wildlife Services, the U.S.D.A. Forest Service Southwestern Region, the U.S. Fish and Wildlife Service, and the White Mountain Apache Tribe, and other tribal governments may be added as Lead Agencies upon their request; and
- WHEREAS,** participation as a Lead Agency will provide the Tribe a greater role in decision-making regarding the Mexican wolf reintroduction program, will ensure that the Tribe's views and interests are represented in all Mexican wolf reintroduction activities, and will serve to strengthen the Tribe's own Mexican wolf management program; and
- WHEREAS,** the MOU does not supercede the Tribe's existing agreements with the U.S. Fish and Wildlife Service or commit the Tribe to additional expenditure of funds, the Tribe retains the lead decision-making authority for all wolf activities on the Fort Apache Indian Reservation, and the Tribe may withdraw as a participant under the MOU at any time upon giving notice to the other signatories to the MOU; and
- WHEREAS,** Tribal staff have advised the Tribal Council that the Tribe's current Mexican wolf

Resolution No. 01-2004-06


program has been a success and have concluded that participation as Lead Agency will strengthen and enhance the Tribe's program and serve to protect Tribal interests.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby approves the MOU and authorizes the Tribal Chairman and, in his absence, the Vice-Chairman, to sign the Agreement on behalf of the Tribe.

The foregoing resolution was on January 14, 2004 duly adopted by a vote of SIX for and ZERO against by the Tribal Council of the White Mountain Apache Tribe, pursuant to authority vested in it by Article IV, Section 1 (a), (b), (c), (f), (g), (h), (i), (s), (t), and (u) of the Constitution of the Tribe, ratified by the Tribe September 30, 1993, and approved by the Secretary of the Interior on November 12, 1993, pursuant to Section 16 of the Act of June 18, 1934 (48 Stat. 984).



Chairman of the Tribal Council

ACTING 

Secretary of the Tribal Council

Memorandum of Understanding
among the
Arizona Game and Fish Department,
New Mexico Game and Fish Department,
U.S.D.A. Animal and Plant Health Inspection Service/Wildlife Services,
U.S.D.A Forest Service,
U.S. Fish and Wildlife Service,
White Mountain Apache Tribe,
Arizona Counties of Graham, Greenlee, and Navajo,
New Mexico Counties of Catron and Sierra,
and the
New Mexico Department of Agriculture

Final (Agency Approval): October 31, 2003

This Memorandum of Understanding (hereafter Agreement) is made and entered into by and among the:

1. Arizona Game and Fish Department (AGFD), as authorized to enter into agreements as the administrative agent of the Arizona Game and Fish Commission, i.e. A.R.S. Title 17-231.B.7; and consistent with Cooperative Agreement 1416000291201 - A.G. Contract No. KR90-1847-CIV, between AGFD and the USFWS for recovery of federally listed endangered species;
2. New Mexico Department of Game and Fish (NMDGF), as authorized to enter into agreements by NMAC Section 11-1-1 et seq. and NMSA Section 17-2-42; and consistent with Memorandum of Agreement 1448-00002-95-0800, which delineates a cooperative working relationship for accomplishment of mutual goals in endangered species conservation and recovery; NMDGF's participation in this Agreement is both authorized and limited by New Mexico laws, particularly the New Mexico Wildlife Conservation Act (17-2-37 NMSA through 17-2-46 NMSA 1978); NMDGF can attempt to undertake only those actions within this Agreement that are in compliance with the laws and regulations of the State of New Mexico;
3. U.S.D.A. Animal and Plant Health Inspection Service, Wildlife Services (WS), as authorized to enter into agreements, i.e. Animal Damage Control Act of March 2, 1931, as amended (46 Stat. 1468; 7 USC 426-426b and 426c);
4. U.S.D.A Forest Service Southwestern Region (USFS), as authorized under the Multiple-Use Sustained-Yield Act of 1960 (16 U.S.C. 528 (note 528-531)), and the Endangered Species Act of 1973 (16 U.S.C. 1531-1536, 1538-1540);
5. U.S. Fish and Wildlife Service Region 2 (USFWS), as authorized to enter into agreements, i.e. the Endangered Species Act, 1531 USC et seq.;
6. White Mountain Apache Tribe (WMAT), as authorized to enter into agreements, i.e. Article IV Section 1 of the Tribal Constitution;
7. Graham County (GraCo), Greenlee County (GreCo), and Navajo County (NaCo), as authorized under the State of Arizona, enabling counties to protect the health, safety, and

- welfare of its citizens, pursuant to Arizona Revised Statutes 11-806(B), as well as County laws, including County land-use plans, water and watershed plans, and environmental and natural resource laws and policies, as well as the Treaty of Guadalupe Hidalgo;
8. Catron County (CaCo) and Sierra County (SiCo), as authorized under the State of New Mexico, granting powers necessary and proper to provide the safety, preserve the health, promote the prosperity, and improve the morals, orders, comfort, and convenience of any County or its inhabitants, pursuant to New Mexico Revised Statute 4-7-31 (NMSA 1978), as well as County laws, including County land-use plans, water and watershed plans, and environmental and natural resource laws and policies, as well as the Treaty of Guadalupe Hidalgo; and
 9. New Mexico Department of Agriculture (NMDA), as authorized to enter into agreements in accordance with 76-1-2-F NMSA 1978.

Collectively, all parties to this Agreement are referred to as Signatories.

Collectively, the AGFD, NMDGF, USFS, USFWS, WMAT, and WS are referred to in this Agreement as Lead Agencies, the agencies with primary regulatory jurisdiction and/or management authority over the Mexican wolf in Arizona and New Mexico. Additional Lead Agencies (i.e. additional Tribal Governments) may be added to this Agreement upon their request, by concurrence from the Signatory Lead Agencies and written amendment to this document.

Collectively, the Counties and NMDA are referred to in this Agreement as Cooperators, which are other State agencies and County governments that have an interest in Mexican wolf management. Additional Cooperators may be added to this Agreement upon their request, by concurrence from the Signatory Lead Agencies and Cooperators and written amendment to this document.

Purpose

The purpose of this Agreement is to establish a framework for adaptively managing the Mexican wolf reintroduction project in and around the Blue Range Wolf Recovery Area to contribute toward recovery, including downlisting and delisting.

Objectives

This Agreement is made and entered into by the Signatories to achieve the following objectives:

1. Continue a long-term effort (hereafter referred to as "Project") to reestablish Mexican wolves in the Blue Range Wolf Recovery Area of east-central Arizona and west-central New Mexico, and thus contribute to achieving approved recovery goals.

2. Apply the principles of adaptive management to all aspects of the Project, and provide opportunities for the Signatories and all other interested parties to engage in discussion of (and provide timely, substantive, constructive comment on) Project-related issues and activities.
3. Develop and implement interagency coordination and cooperation protocols, procedures, and schedules for this Agreement.
4. Develop and facilitate implementation of appropriate management, monitoring, evaluation, impact assessment, mitigation, and other Project-related practices.
5. Recognize and respect the separate authorities of the Signatory agencies, and the interests of other governmental entities and other parties.
6. Enhance awareness of the Signatory agencies, other interested (non-signatory) parties (e.g. cities, towns, citizens, and nongovernmental organizations) regarding the Project, and encourage and enhance their participation in the Project.

Witnesseth:

WHEREAS, the Endangered Species Act of 1973 declared the policy of Congress to be that all Federal departments and agencies shall seek to conserve endangered species and threatened species and shall utilize their authorities in furtherance of the purposes of this Act;

WHEREAS, the AGFD, a State resource agency, has determined that direct participation in reestablishment of the Mexican wolf would be consistent with its current program to reestablish extirpated nongame and endangered wildlife in Arizona, and is essential to representing the State's interest in, and authority for, management of the wildlife resources that are held as a public trust for the people of Arizona;

WHEREAS, the NMDGF, a State resource agency, has determined that direct participation in reestablishment of the Mexican wolf would be consistent with its mandates under the New Mexico Wildlife Conservation Act, and is essential to representing the State's mandates and authorities for management of all protected wildlife resources that are held as a public trust for the people of New Mexico;

WHEREAS, the AGFD and NMDGF, as State wildlife agencies, have policies that recognize it is essential for the success of wildlife programs to recognize, assess, and protect the customs and cultures of peoples and communities affected by wildlife programs.

WHEREAS, the USFS, a Federal land management agency has the responsibility under the National Forest Management Act, of 1982, to provide for the diversity of plant and animal communities and manage fish and wildlife habitat to maintain viable populations and to further the

conservation and recovery of Federally listed species under Section 7(a)(1) of the Endangered Species Act, 1973 as amended on National Forest Lands;

WHEREAS, the USFWS, a Federal land management and regulatory agency, is responsible for initiating, conducting, and supporting programs for the recovery of listed populations under the authority of the Endangered Species Act of 1973. Such programs include those designated to recover the Mexican wolf;

WHEREAS, the USFWS is responsible for providing guidance and coordinated information to all interested parties relative to recovery of the Mexican wolf; the States and (if they so choose) Tribes are responsible for conducting reintroduction efforts in such a manner that they contribute directly to recovery; and other Federal, State, local, and private Cooperators have to some extent shared responsibilities, or at least significant stakes, in these areas;

WHEREAS, the USFWS, AGFD, and NMDGF have been cooperating since 1998 under a Memorandum of Understanding to carry out this Project, and that agreement is scheduled to expire in October 2003;

WHEREAS, the USFWS conducted a 3-year review of the Mexican Wolf Recovery and Reintroduction Program in 2001 that identified areas of potential improvement;

WHEREAS, at the request of the USFWS, the AGFD and NMDGF conducted an independent review of the USFWS 3-year review in 2002, and the Lead Agencies have determined it advisable to redefine their relationships and responsibilities, and their relationships with Cooperators and other interested parties, by:

1. Restructuring the roles and functions of the Lead Agencies to ensure appropriate State and Tribal participation, and recognition of State and Tribal authorities and responsibilities as reflected in discussions among the Lead Agencies during and subsequent to the 2002 independent review.
2. Restructuring the Project's administrative and adaptive management processes to ensure opportunities for, and participation by, the full spectrum of Cooperators and other interested parties.
3. Restructuring the Project's Interagency Field Team response protocols, and enhancing staff capacity, to ensure immediate response capability to, and resolution of, urgent operational issues, such as depredation incidents.
4. Restructuring the Project's outreach efforts as necessary to address the concerns expressed by State Wildlife Commissions, State and Tribal Wildlife Agencies, and the public during the aforementioned reviews.

5. Ensuring that all actions in the Project are in strict compliance with any applicable approved special rules, policies, protocols, management plans, and interagency agreements.
6. Restructuring the Project's review protocols and procedures, and improving them to ensure that the Project's 5-year review is effective and efficient, and an improvement over the 3-Year Review.
7. Realigning Recovery and Reintroduction components so they are fully integrated, smoothly coordinated, and effective, through appropriate collaboration with Tribes and other interested parties.

WHEREAS, the WMAT, a Federally-recognized Indian Tribe, has determined that direct participation in reestablishment of the Mexican wolf would be consistent with its current wildlife and resource management programs and plans, and is important to representing the Tribe's interests in, and authority for, management of wildlife resources on the Fort Apache Indian Reservation;

WHEREAS, the WMAT adopted the WMAT Mexican Wolf Management Plan in 2000, and the WMAT and USFWS have been cooperating under Cooperative Agreements since 2000 to carry out this Project on the Fort Apache Indian Reservation;

WHEREAS, the WS, a Federal program, is responsible for providing Federal leadership and expertise to resolve conflicts between humans and wildlife, including threatened and endangered species. Conflicts are resolved in cooperation with Federal, State, and Tribal agencies, individuals, and other public and private agencies, organizations, and institutions;

WHEREAS, Arizona and New Mexico Counties are legally responsible for the protection of health, safety, and welfare of individuals and communities that may be affected by reintroduction and recovery of the Mexican wolf;

WHEREAS, the Arizona Counties are participating in the Mexican wolf recovery and delisting program and this Project under the County authorities to protect the health, safety, and welfare of their citizens, and to manage natural resources within the boundaries of the Counties.

WHEREAS, the New Mexico Counties are participating in the Mexican wolf recovery and delisting program and this Project under the County authorities to protect the health, safety, and welfare of their citizens, and to manage natural resources within the boundaries of the Counties.

WHEREAS, "adaptive management" is a foundation for this Agreement, and means "learning by doing" and using objective analysis and informed opinion to determine the need for, and direction of, changes in relevant policies, procedures, plans, and actions," for purposes of this Agreement "adaptive management" includes public participation, and processes for evaluating and adjusting

the Project to better achieve its objectives, as experience and knowledge are gained through implementation, study, scientific research, and discussion.

WHEREAS, in the interest of enhancing communication, Black's Law Dictionary (7th Edition; ISBN 0314241302) and Merriam-Webster's Collegiate Dictionary (11th Edition; ISBN 0877798095) shall be the primary references for words used in this Agreement;

NOW THEREFORE, in consideration of the above premises, the Signatories enter into this Agreement to accomplish its purpose and objectives.

The Lead Agencies agree to:

1. Use the principles of adaptive management to manage this Project, and to cooperate, coordinate, and communicate with each other, all Cooperators, and other interested and affected parties to restructure and document the adaptive management framework for this Project.
2. Assign one employee (and one or more alternates) as Lead Participant in an Adaptive Management Oversight Committee (hereafter Committee; one member per Lead Agency) to guide this Project. The Committee Lead Participant from AGFD, NMDGF, or WMAT shall serve as Committee Chair (2-year term, subject to renewal), to establish a non-Federal lead to ensure compliance with the Federal Advisory Committee Act.
3. Afford any and all interested parties substantive opportunities to constructively and productively participate in the Project, through an Adaptive Management Work Group (hereafter Work Group). The Lead Participant from AGFD, NMDGF, or WMAT shall serve as Work Group Chair (2-year term, subject to renewal), to establish a non-Federal lead to ensure compliance with the Federal Advisory Committee Act. The Work Group shall:
 - a. Meet regularly (at least quarterly – January, April, July, and October) in public session to enhance communication among, and provide for broader participation in the Project by the public, including Lead Agencies and Cooperators (i.e. signatory entities) and other interested parties (i.e. non-signatory participants);
 - b. Review and make recommendations to the Lead Agencies on any management plans (including Annual Work Plans) or operating procedures that pertain specifically to this Project, as opposed to the overall Recovery Program;
 - c. Enhance communication with other interested parties and the public, to keep them informed on the Project;
 - d. Identify (and, as appropriate, address) local issues and concerns;
 - e. Evaluate the effectiveness of management and communication processes each year; and
 - f. Provide a public forum for discussion of issues pertaining to the Project. However, the Lead Agencies shall, by applicable State, Tribal, and Federal law, remain

responsible for making necessary decisions for the Project, and any recommendations to the Recovery Coordinator.

4. Provide logistical and other support as necessary for the Committee, Work Group, and Project.
5. Implement, through the Project (subject to guidance by USFWS Region 2 Regional Director-approved recovery protocols), the objectives and strategies of the:
 - a. USFWS Mexican Wolf Recovery Plan;
 - b. Final Environmental Impact Statement on Reintroduction of the Mexican Wolf in the Southwest;
 - c. Mexican Wolf Nonessential Experimental Population Rule (50 CFR 17.84(k));
 - d. AGFD cooperative reintroduction plan for the Mexican wolf in Arizona (NGEWP Technical Report 56);
 - e. 1998 Mexican Wolf Interagency Management Plan (or any subsequent revisions); and
 - f. WMAT Mexican Wolf Management Plan and the Cooperative Agreement between WMAT and USFWS for Assistance in Mexican Wolf Monitoring and Management.
6. Maintain one or more State/Tribally-led Interagency Field Teams (hereafter Field Team[s]) to plan, direct, and implement the Project on the ground; and, when appropriate, designate a primary contact (and one or more surrogates) for their agency to interface with the Field Team(s). [Note: Availability of staff is subject to the limitations identified on page 12, Paragraphs 1 and 2].
 - a. Members of the Field Team(s) shall be those agency employees and interns or volunteers who, for the majority of their duties, perform the Project's on-the-ground activities.
 - b. The Field Team(s) shall include the following positions: Field Team Leaders (one per State and Tribal Lead Agency), wildlife biologists/specialists (varying numbers from any Lead Agency or Cooperator), depredation specialists (varying numbers from or certified by Wildlife Services), conservation education/outreach specialists (varying numbers from any State or Tribal Lead Agency); field assistants (varying numbers of seasonal technicians, interns, and volunteers); and such other staff as the Lead Agencies and Cooperators may deem appropriate and necessary.
 - c. The Project-related activities of Field Team members shall be guided and directed by the Field Team Leaders (see next paragraph). However, each employee shall be supervised by their superior in the chain of command within their respective agency.
 - d. Under guidance and direction from the Lead Agencies functioning as the Committee, the Field Team(s):
 - i. Shall be guided by the AGFD Field Team Leader on non-Tribal lands in Arizona, by the WMAT Field Team Leader on WMAT lands in Arizona, and by the NMDGF Field Team Leader in New Mexico.

- ii. May operate in both States as a single Field Team, or be split into separate Field Teams or Sub-Teams as appropriate to ensure the desired management and response capability at the local level.
 - iii. May operate differently on Tribal lands, subject to direction from the Tribal Field Team Leader(s).
- e. Field Team Leader(s) shall jointly be responsible for:
 - i. Planning, directing, and implementing the daily activities of the Team(s);
 - ii. Drafting Annual Work Plans, Annual Performance Reports, and new or revised Project operating procedures that will be subject to Committee approval (as described in paragraph #8, below), after appropriate discussion with and review by the Work Group. Project procedures must be compatible with any guidance approved by the USFWS Region 2 Director, and must fully comply with applicable Federal, State, and Tribal laws;
 - iii. Seeking assistance from the Field Projects Coordinator (see below, subsection 3 of "The USFWS agrees to"), as necessary to conduct its activities;
 - iv. Communicating with the Committee through the Field Projects Coordinator to ensure that issues are brought to the Committee, and reported back to the Field Team(s), in timely fashion; and
 - v. Assisting the Field Projects Coordinator in identifying and reviewing additional areas and sites for release or translocation of Mexican wolves, pursuant to procedures established under paragraph #8, below.
- 7. Provide facilities, equipment, logistical support, and land access for the Field Team(s) and any other field personnel, under any subsequent and distinct funding documents separate from this Agreement.
- 8. Describe the roles, responsibilities, and processes necessary to address involvement, participation, and duties of the Lead Agencies, Project staff, and recognized committees, work groups, or other managing bodies involved with the Project. These descriptions will be completed within six months of the date of the last initial signature on this Agreement.
- 9. Develop and distribute public information and educational materials on the Project.
- 10. Cooperate in development of all Project-related media releases, media projects, and outreach activities, and ensure that all Lead Agencies have ample opportunity to review and approve such materials before they are released.
- 11. Cooperate in providing sufficient funding for this Project. The Federal Lead Agencies' intent is to endeavor to use the Congressional budget process to recover and delist the Mexican wolf. The non-Federal Lead Agencies' intent is to seek sufficient Federal funding for Mexican wolf reestablishment and management through direct Congressional allocation, and/or, as appropriate and necessary, other sources that are in addition to Federal funds currently available to AGFD, NMDGF, or WMAT, rather than by

reallocation of existing funds. Examples of new sources of funding may include, but are not limited to: Landowner Incentives Program, Partners for Fish and Wildlife, State Wildlife Grants, and any other appropriate sources.

Note: Funds raised by non-Federal parties shall be separate and distinct from the Federal partners. This shall not preclude non-Federal partners from using Federally-originated funds to contribute to their operating budgets. It is understood by all parties that Federal funds cannot be used to match Federal funds (as in cost-share agreements), unless Congress has specifically authorized an exception.

The USFWS agrees to:

1. Provide guidance to this Project by:
 - a. Developing appropriate guidance for the Project through a Recovery Plan, recovery protocols, and other recovery guidelines approved by the Regional Director, Region 2.
 - b. Ensuring that the revised Recovery Plan provides specific, measurable objectives for accomplishing downlisting and delisting the gray wolf in the southwestern gray wolf distinct population segment.
 - c. Completing a final draft revision of the Mexican Wolf Recovery Plan by 2004, and striving to secure approval (i.e. Directors' signature) by 2005.
 - d. Ensuring that any USFWS Region 2 Regional Director-approved guidelines or protocols pertaining to Mexican wolf recovery are communicated in timely fashion to the Committee to use in providing direction to the Field Team.
2. Continue designating wolves released to repopulate the Blue Range Wolf Recovery Area, and their descendants, as a nonessential experimental population, in accordance with Section 10(j) of the Endangered Species Act of 1973, as amended.
3. Provide a Mexican Wolf Field Projects Coordinator, who shall:
 - a. Serve as a member of the Field Team(s), and assist the Field Team Leader(s) in carrying out any field activities necessary to accomplish Project goals and objectives.
 - b. Serve as the communication liaison between the Committee and the Field Team(s).
 - c. Collaborate with the Field Team to draft recovery protocols.
 - d. Assist the Field Team Leader(s) as requested in drafting Annual Work Plans, Annual Performance Reports, and new or revised Project operating procedures that will be subject to Committee approval (pursuant to procedures developed under paragraph #8 under "The Lead Agencies agree to"), after appropriate discussion with and review by the Work Group. Project procedures must be compatible with any guidance approved by the USFWS Region 2 Regional Director, and must fully comply with applicable Federal, State, and Tribal laws.
 - e. Plan and coordinate, with assistance from the Field Team Leader(s), the identification and review of additional areas and sites for release or translocation of Mexican wolves,

pursuant to procedures established under paragraph #8 of "The Lead Agencies agree to".

4. Assess Project priorities annually with the Lead Agencies, and, subject to availability, provide supplemental funding to the States, Tribe(s), and WS to support the Project. Funds for WMAT shall require no Tribal match. Funds for States shall be matched by AGFD and/or NMDGF, generally on a ratio of 3:1 (Federal:Non-Federal) or greater, meaning that USFWS shall not require the State (Non-Federal) contribution to exceed 25 percent of total cost, although the States/Cooperators may voluntarily do so.
5. Provide all necessary USFWS authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws.

The AGFD agrees to:

1. Be responsible for implementing the Project in Arizona on non-Tribal lands, and for providing assistance as available (a) on Tribal lands as requested by the appropriate Tribe, and (b) in New Mexico on non-Tribal lands as requested by NMDGF.
2. Maintain on staff: (a) one Field Team Leader(s); (b) one or more conservation-education specialists to assist in Project outreach activities; and (c) additional staff as deemed necessary, pursuant to paragraphs #8 and #11 under "The Lead Agencies agree to".
3. Provide administrative and other support for the Project.
4. Provide all necessary AGFD authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws.

The NMDGF agrees to:

1. Be responsible for implementing the Project in New Mexico on non-Tribal lands, and for providing assistance as available (a) on Tribal lands as requested by the appropriate Tribe, and (b) in Arizona on non-Tribal lands as requested by AGFD.
2. Maintain on staff: (a) one Field Team Leader(s); (b) one or more conservation-education specialists to assist in Project outreach activities; and (c) additional staff as deemed necessary, pursuant to paragraphs # 8 and #11 under "The Lead Agencies agree to".
3. Provide administrative support for the Project.
4. Facilitate issuance of necessary NMDGF authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws.

The USFS agrees to:

1. Assist the Field Team as necessary to ensure timely, effective, and well-coordinated implementation of the Project's Annual Work Plan.
2. Strive to provide all necessary USFS authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws.

The WS agrees to:

1. Provide Federal leadership and expertise to resolve conflicts between humans and wildlife in regard to this Project, in cooperation with Federal, State, and Tribal agencies, individuals, and other public and private agencies, organizations, and institutions.
2. Maintain on staff one or more wildlife depredation specialists to assist in Mexican wolf damage management, primarily livestock depredations.

The WMAT agrees to:

1. Be responsible for, and retain lead authority for, implementing the Project on the Fort Apache Indian Reservation.
2. Maintain on staff: (a) a Field Team Leader; (b) one or more conservation education specialists to assist in outreach activities regarding the Project; and (c) additional field staff as deemed necessary.
3. Provide administrative and other support for this Project.
4. Strive to provide all necessary Tribal authorizations and permits to all Signatories on a timely basis, as sanctioned under applicable laws.

The Arizona and New Mexico Counties agree to:

1. Assign an Elected or Appointed Official, or a designee thereof, to participate in the Project's Adaptive Management Work Group.
2. Cooperate, coordinate, and communicate with other interested and affected parties to participate in the Project's Work Group.
3. Enhance communication with other interested parties and the public to keep them informed on the Project and the Recovery Program.
4. Provide logistical and other support as necessary for the Work Group.

5. Coordinate impact assessments and mitigation measures that may occur from reintroduction and recovery of the Mexican wolf, on health, safety, and welfare of the Counties and their residents.

The New Mexico Department of Agriculture agrees to:

1. Assign an Elected or Appointed Official, or a designee thereof, to participate in the Project's Adaptive Management Work Group.
2. Cooperate, coordinate, and communicate with other interested and affected parties to participate in the Project's Work Group.
3. Enhance communication with other interested parties and the public to keep them informed on the Project and the Recovery Program.
4. Provide logistical and other support as necessary for the Work Group.

It is Mutually Agreed and Understood by and among the Lead Agencies and Cooperators (i.e. the Signatories to this Agreement) that:

1. Sufficiency of Resources. The terms of this Agreement are contingent upon sufficient resources being available to the Signatories for the performance of this Agreement. The Lead Agencies will agree to a work plan each year, develop budgets, and, as funding is available from all sources, assess priorities and apply the available funding to those priorities. The decision as to whether sufficient resources are available to each Signatory shall be determined by each Signatory, shall be accepted by all other Signatories, and shall be final. [Note: For NMDGF, "sufficient resources" means appropriated dollars, and NMDGF is not obligated by this Agreement to seek funds from the Legislature.]
2. Non-Fund Obligating Document. Nothing in this Agreement shall obligate the Signatories to obligate or transfer any funds, expend appropriations, or to enter into any contract or other obligations. Specific work projects or activities that involve transfer of funds, services, or property among the Signatories may require execution of separate agreements or contracts and be contingent upon the availability of appropriated or other funds. Appropriate statutory authority must independently authorize such activities; this Agreement does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.
3. Establishment of Responsibility. This Agreement is non-binding and establishes no duty or obligation on any party; this Agreement is not intended to, and does not create or establish, any substantive or procedural right, benefit, trust responsibility, claim, cause of action enforceable at law, or equity in any administrative or judicial proceeding by a party

- or non-party against any party or against any employee, officer, agent, or representative of any party.
4. Responsibilities of Parties. The Signatories to this Agreement and their respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives of this Agreement. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Employee assignment to the Project is subject to approval by the employing agency.
 5. Freedom of Information Act (FOIA). Any information provided to the Federal Agencies under this instrument may be subject to release under the Freedom of Information Act (5 U.S.C. 552). However, nothing in this Agreement shall be construed to affect the applicability of the exemptions set forth in 5 U.S.C. Section 552 (b)."
 6. Participation in Similar Activities. This instrument in no way restricts the Signatories from participating in similar activities with other public or private agencies, organizations, and individuals. This Agreement does not modify or supersede other existing agreements between or among any of the Signatories.
 7. Commencement/Expiration/Withdrawal. This Agreement takes effect upon the date of the last signature of approval and shall remain in effect for no more than five years from the date of execution, unless renewed, extended, or canceled. This Agreement may be renewed, extended, or amended upon written request by any Signatory, and subsequent written concurrence of the other Signatories. All such actions shall be discussed in a public meeting of the Work Group. Any Signatory may withdraw from this Agreement with a 60-day written notice to the other Signatories, through the Work Group Chair. Withdrawal by one party shall not affect the continued cooperation of the remaining parties under this Agreement. Further:
 - a. In accordance with the laws of the State of Arizona, all parties are hereby put on notice that State of Arizona participation this Agreement is subject to cancellation pursuant to A.R.S. § 38-511.
 - b. In accordance with the laws of the State of New Mexico, this Agreement is subject to approval by the Department of Finance and Administration. If any money has been contributed by the parties to this Agreement, after completion of the Agreement's purposes any surplus money on hand shall be returned in proportion to the contributions made. No property shall be acquired as the result of the joint exercise of powers under this Agreement.
 8. Additional Signatories. This Agreement may be amended at any time to include additional Signatories. An entity requesting inclusion as a Signatory shall submit its request to the Work Group Chair in the form of a document defining its proposed responsibilities pursuant to this Agreement.

- a. Inclusion of additional Lead Agencies shall be approved by majority voice concurrence of the current Lead Agency signatories present in a Work Group meeting.
 - b. Inclusion of additional Signatories shall be approved by majority voice concurrence of the current Lead Agency and Cooperator signatories present in a Work Group meeting.
 - c. On approval, the new Cooperator must comply with all aspects of the Agreement as it was structured at the time of approval of its request for Cooperator status.
9. Conflict Resolution. Conflicts between or among the Signatories concerning this Agreement that cannot be resolved at the lowest possible level shall be referred to the next higher level, et seq., as necessary, for resolution.
10. Principal Contacts. Appendix A lists the principal implementation and contract administration contacts for this Agreement. Agencies may change their contact(s) by written notification to the Work Group Chair, who shall distribute an updated Appendix A to all Signatories. Principal Contact changes by one Signatory shall not require concurrence by other parties to this Agreement.

IN WITNESS WHEREOF:

The Signatories hereto have executed the Agreement as of the last written date below.

Duane L. Shroufe, Director
Arizona Game and Fish Department

Date

Bruce C. Thompson, Director
New Mexico Department of Game and Fish

Date

H. Dale Hall, Director, Region 2
U.S. Fish and Wildlife Service


Date

Harv Forsgren, Regional Forester
USDA Forest Service Southwestern Region

Date

Michael V. Worthen, Regional Director, Western Region
USDA APHIS/Wildlife Services

Date



Dallas Massey, Sr. Chairman
White Mountain Apache Tribe

01-14-04

Date

Name and Title of Elected Official
Catron County, New Mexico

Date

Name and Title of Elected Official
County of Sierra, New Mexico

Date

Name and Title of Elected Official
Graham County, Arizona

Date

Name and Title of Elected Official
Greenlee County, Arizona

Date

Name and Title of Elected Official
Navajo County, Arizona

Date

I. Miley Gonzalez, Ph.D., Director/Secretary
New Mexico Department of Agriculture

Date

[Other Lead Agencies and Cooperators yet to be inserted]

Appendix A: Primary Contacts for Agreement

Project Contacts are the individuals who represent their agencies in implementing this Agreement. Contract Administration Contacts are the individuals whom Project Contacts consult regarding administrative (contractual) issues related to this Agreement. Project Contacts and Contract Administration Contacts may or may not be the same individual.

Project Contacts:	Phone, FAX, E-Mail:
AGFD Terry B. Johnson	602.789.3507; 602.789.3926; teebeej@gf.state.az.us
NMDGF Chuck Hayes	505.476.8102; 505.476.8128; chhayes@state.nm.us
USDA APHIS WS David L. Bergman	602.870.2081; 602.870.2951; david.l.bergman@aphis.usda.gov
USDA FS Wally J. Murphy	505.842.3195; 505.842.3800; wvmurphy@fs.fed.us
USFWS Colleen Buchanan	505.761.4782; 505.346.2542; colleen_buchanan@fws.gov
WMAT John Caid	928.338.4385; 928.338.1712; jcaid@wmat.nsn.us
County Catron	
County Greenlee Hector Ruedas	928.865.2072; 928.865.4417; kgale@co.greenlee.az.us
County Sierra Adam Polley	505.894.6215; 505.894.9548; adam@riolink.com
NMDA Bud Starnes	505.646.8005; 505.646.1540; bstarnes@nmda.nmsu.edu

Contract Administration Contacts:	Phone, FAX, E-Mail:
AGFD Terry B. Johnson	602.789.3507; 602.789.3926; teebeej@gf.state.az.us
NMDGF Tod Stevenson	505.476.9010; 505.476.8124; tstevenson@state.nm.us
USDA APHIS WS	602.870.2081; 602.870.2951; david.l.bergman@aphis.usda.gov
USDA FS Susan McDonnell	505.842.3345; 505.842.3152; smcdonnell@fs.fed.us
USFWS Susan MacMullin	505.248.6671; 505.248.6692; susan_macmullin@fws.gov
WMAT John Caid	928.338.4385; 928.338.1712; jcaid@wmat.nsn.us
County Catron	
County Greenlee Kay Gale	928.865.2072; 928.865.4417; kgale@co.greenlee.az.us
County Sierra	505.894.6215; 505.894.9548; adam@riolink.com
NMDA	505.646.8005; 505.646.1540; bstarnes@nmda.nmsu.edu

:tj