



WHITE MOUNTAIN APACHE TRIBE

*A Sovereign Nation Exercising Self-Governance
Over the Fort Apache Indian Reservation*

Resolution No. 07-2013-145

(Approving an Intergovernmental Agreement for a Cooperative Problem Bear Trapping Project, between the White Mountain Apache Tribe and the Arizona Game & Fish Department)

WHEREAS, the Tribe's Game & Fish Department and staff from the Arizona Game & Fish Department, did this day come before the Tribal Council to request approval of the Intergovernmental Agreement for a Cooperative Problem Bear Trapping Project, as attached and incorporated by this reference; and

WHEREAS, staff from both the White Mountain Apache and Arizona Game & Fish Departments have advised the Tribal Council that the proposed Intergovernmental Agreement for a Cooperative Problem Bear Trapping Project is in the best interests of public safety, both Tribal and Nontribal, and will save the Tribe substantial time and resources that might have otherwise been spent mitigating problem bear incidents; and

WHEREAS, the Tribal Council has reviewed the recommended Intergovernmental Agreement for a Cooperative Problem Bear Trapping Project and concurs that it will accomplish mutual objectives for both the White Mountain Apache Tribe and the Region 1 office of the Arizona Game & Fish Department; and

WHEREAS, the Tribal Council finds that the objectives detailed in the proposed Intergovernmental Agreement for a Cooperative Problem Bear Trapping Project are in the best interests of the natural resources within the Fort Apache Indian Reservation and the Tribe.

BE IT RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Intergovernmental Agreement for a Cooperative Problem Bear Trapping Project, as attached and incorporated by this reference, is hereby approved.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event that this Resolution conflicts with a prior Resolution or Policy, this Resolution shall supersede and govern over the conflicting subject matter.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that it hereby directs that in the event this Resolution directly conflicts with the Tribal Constitution, Tribal Ordinances or Federal Laws, this Resolution shall be declared null and void and have no legal effect.

BE IT FURTHER RESOLVED by the Tribal Council of the White Mountain Apache Tribe that the Chairman, or in his absence, the Acting Chairman, is hereby authorized to execute any and all documents necessary to effectuate the intent of this Resolution. In the event that the Chairman fails to delegate signatory authority to an Acting Chairman, the Vice-Chairman may sign.

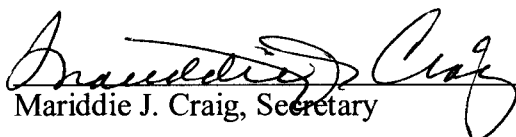
The foregoing resolution was on **JULY 16, 2013** duly adopted by a vote of **SIX** for and **ZERO** against by the Tribal Council of the White Mountain Apache Tribe, pursuant to the authority vested in it by Article IV, Section 1 (a), (b), (f), (s), (t) and (u) of the Tribal Constitution, ratified by 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).



Ronnie Lupe, Chairman

7/19/13

Date



Mariddie J. Craig, Secretary

07/17/2013

Date

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE ARIZONA GAME AND FISH COMMISSION AND THE WHITE MOUNTAIN APACHE TRIBE

Pursuant to A.R.S. § 11-951, *et seq.*, this Intergovernmental Agreement (“Agreement”) is made this ____ day of _____, 2013, between the State of Arizona, by and through the Arizona Game and Fish Commission (“Commission”) and the White Mountain Apache Tribe (“WMAT”) (collectively “Parties” and singularly “Party”).

WHEREAS, the Arizona Game and Fish Department (Department) and its Director act under the authority of the Commission;

WHEREAS, the Commission has statewide responsibility for management of bears

WHEREAS, the WMAT has responsibility for management of bears on Tribal lands;

WHEREAS, the Parties desire to cooperate on shared response to bears actively utilizing areas contained within both Tribal and non-tribal lands;

WHEREAS, the Commission has authority under A.R.S. § 17-231(B)(7) and A.R.S. § 17-231(A)(2) to make agreements with other entities for management of bears;

WHEREAS, the WMAT has authority under WMAT-Game and Fish Code Chapter 2.1(Q) to make agreements with other entities for management of bears; and

WHEREAS, this Agreement does not relieve either Party of any obligation or responsibility imposed upon it by law;

NOW, THEREFORE, the Parties agree to cooperatively manage joint bears as follows:

1. Introduction:

- A. Through the late spring and summer months the Department Region 1 Office located in Pinetop, Arizona, experiences a high volume of bear incidents in the communities and housing developments along the northern reservation boundary between Highways 60 and 73. The majority of bear incidents occur in the communities of Pinetop-Lakeside and Show Low. Often times the bears are spending the daytime hours bedding on the Reservation in wooded areas, leaving the Reservation at night to forage in the neighborhoods immediately across the fence. This makes trapping them in the neighborhoods difficult, as the only locations to set traps are in the midst of all the residential attractants. If traps could be set a short distance into the woods, on the Reservation, the bears may be easier trapped as the trap bait would be a standalone attractant that may get the bears’ attention prior to getting into the neighborhood. Due to these management issues, the Department Region 1 Office has requested authorization from the Tribe to utilize the rim road to set bear traps on the Reservation along the above mentioned stretch of road.
- B. The WMAT Game and Fish Department (G&F) also experiences high volumes of bear incidents in and around Reservation communities and recreation areas during

the same time period. The WMAT G&F currently has 3 culvert-type bear traps which are primarily deployed in the high-country lake/stream recreation areas. These 3 traps are simply not enough to mitigate the high volume of bear traffic on the Reservation each year.

2. **Obligations of the Commission.** Pursuant to its authority under A.R.S. § 17-231(A)(2), the Commission authorizes Arizona Game and Fish Department (“Department”) personnel to:
 - A. Immediately notify WMAT G&F Wildlife Management and Law Enforcement staff prior to entering the Reservation and arrange to have a WMAT G&F Wildlife Technician escort Department personnel on and off of the Reservation to set and remove traps or bears and to have their activities monitored. WMAT G&F personnel will not transport any Department traps and/or bears caught in Department traps.
 - B. Bears trapped by Department personnel or equipment that will be relocated will be ear tagged and relocated off of the Reservation according to WMAT and Department protocol:
 - i. All untagged female bears and young male bears will be ear tagged with Department tags. All pertinent trapping information including, but not limited to; trap date, sex, ear tag number, euthanization (if required) and release location will be forwarded to the WMAT G&F Wildlife Services Officer.
 - C. All adult male bears, (tagged or untagged), will be euthanized.
 - D. The primary contact person for the Department will be the Pinetop Region West Sector Wildlife Manager Supervisor.
3. **Obligations of the WMAT.** Pursuant to its authority under WMAT-Game and Fish Code Chapter 2.1(Q), the Tribal Council shall direct the WMAT G&F to:
 - A. Assign a WMAT G&F Wildlife Technician to escort Department personnel upon notification by Department personnel of the need to set a trap on the Reservation to remove traps or bears and monitor their activities. WMAT G&F personnel will not transport any Department traps and/or bears caught in Department traps.
4. **Conclusion:**
 - A. Benefits to the Commission include:
 - i. Improved wildlife management in the communities of Pinetop-Lakeside and Show Low.
 - ii. More efficient capture and removal of bears that are bedding on the Reservation.
 - iii. Reduction in fuel and time costs responding to bear calls.
 - B. Benefits to the WMAT include:
 - i. Improved wildlife management on the Reservation.
 - ii. Reduced fatigue levels of WMAT G&F staff, who often respond to multiple bear calls per day, the majority of which occur at night.
 - iii. Reduced use of wildlife chemical immobilization drugs.
 - iv. Reduced wear and tear on WMAT G&F vehicle and bear traps.
 - v. Reduced fuel consumption during bear response/follow-up.
 - vi. More efficient utilization of WMAT G&F bear traps.

vii. No detrimental effects on Reservation bear populations.

5. **Termination Generally.** Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party. Upon termination, all work performed pursuant to this Agreement shall cease and Department owned wildlife capture equipment in use shall be returned to the Department.
6. **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:
 - A. For the Commission or the Department:
Robert Birkeland, Wildlife Manager Supervisor
2878 E. White Mountain Blvd.
Pinetop, Arizona 85935
(928) 367-4281
 - B. For the White Mountain Apache Tribe
Wilbert Dale, Wildlife Services Officer
P.O. Box 220
Whiteriver, Arizona 85941
(928) 338-4385
7. **Non-discrimination.** 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.
8. **Audit.** 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 original of any and all such records.
9. **Effective Date and Duration.** This Agreement is effective as of the last signature date and shall expire five (5) years from that date unless terminated earlier by either of the Parties. This Agreement may be renewed for an additional five year term upon mutual written approval, signed, and dated by both Parties.
10. **Arbitration.** To the extent required pursuant to A.R.S. § 12-1518, the Parties agree to use arbitration to resolve any dispute arising under this Agreement, with each Party to bear its own attorneys' fees and costs.
11. **Termination for Conflict of Interest.** This Agreement is subject to termination pursuant to A.R.S. § 38-511.
12. **Other Agreements.** This Agreement in no way restricts either Party from participating in similar activities with other public or private agencies, organizations, or individuals.
13. **Compliance with Applicable Law.** All work performed pursuant to this Agreement shall be in compliance with all applicable state, tribal, and federal laws and regulations.
14. **Severability.** 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.

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

WHITE MOUNTAIN APACHE TRIBE

[Name]
[Title]

[Date]

ARIZONA GAME AND FISH COMMISSION

Larry D. Voyles
Secretary to the Commission
Director, Arizona Game and Fish Department

[Date]