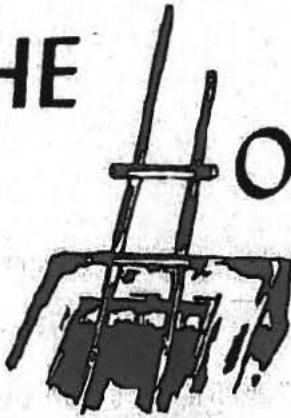


THE HOPI TRIBE

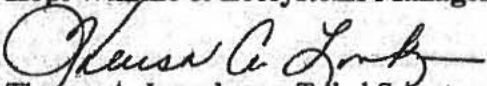


Timothy L. Nuvangyaoma
CHAIRMAN

Clark W. Tenakhongva
VICE-CHAIRMAN

MEMORANDUM

TO: Darren Talayumtewa, Director
Hopi Wildlife & Ecosystems Management Program

FROM: 
Theresa A. Lomakema, Tribal Secretary
Hopi Tribal Council

DATE: April 25, 2018

SUBJECT: RENEWAL OF COOPERATIVE AGREEMENT FOR HUNTING
MANAGEMENT - A.I. #038-2018 / H-035-2018

On April 23, 2018, the Hopi Tribal Council by motion and majority vote approved the Action Item and Resolution mentioned above.

By passage of this Resolution, the Hopi Tribal Council hereby authorizes the Hopi Tribe to renew the Cooperative Agreement for Hunting Management between the Hopi Tribe and State of Arizona and the Arizona Game & Fish Department.

The Tribal Treasurer is hereby authorized and directed to accept, receive, expend and account for all funds received under the Agreement; said funds to be deposited in the AZGFD Hopi Hunt Revenue account #1110-34503 for use by the Program.

If you should have any questions, you may contact me at (928) 734-3131.

c: Office of the Chairman
Office of the Vice Chairman
Office of the Treasurer
Office of Financial Management
Office of Executive Director
Department of Natural Resources
Office of General Counsel
File

HOPI TRIBAL COUNCIL
RESOLUTION
H-035-2018

WHEREAS, the Hopi Tribe ("**Tribe**") is a federally recognized Indian Tribe pursuant to the Indian Reorganization Act of 1934, and the Hopi Tribal Council is empowered by the Constitution and By-laws of the Hopi Tribe, ARTICLE VI-POWERS OF THE TRIBAL COUNCIL, SECTION 1 (a), (f) and (g), respectively: "To represent and speak for the Hopi Tribe in all matters for the welfare of the Tribe . . ."; "To raise and take care of a Tribal Council fund . . ."; and "To make ordinances . . . to protect the peace and welfare of the Tribe . . ."; and

WHEREAS, ARTICLE VII-LAND, SECTION 2 of the Constitution and By-laws of the Hopi Tribe provides that the Tribal Council shall supervise range lands "In order to improve and preserve the range . . ."; and

WHEREAS, pursuant to Resolution H-098-2011, the Tribal Council adopted the 2011 revised Hopi Pötskwaniat, the Hopi Tribal Consolidated Strategic Plan, which establishes Hopi Tribal goals "Towards Conservation and Effective Use of Natural Resources" under the XIX. Area of Wildlife "to ensure the protection and management of the wildlife and wildlife habitats on Hopi land . . ."; and

WHEREAS, on December 8, 2008 the Hopi Tribe transferred title to 160,167 acres of land from the Hopi Tribe to the United States of America to be held in trust for the Tribe under authority of the Navajo-Hopi Land Dispute Settlement Act of 1996, P.L. 104-301; and

WHEREAS, the Tribe and the State of Arizona ("**State**") and the Arizona Game & Fish Department ("**Department**") have operated with respect to each other under the

HOPI TRIBAL COUNCIL
RESOLUTION
H-035-2018

terms of Hopi Tribal Council Resolution H-008-2012 approved Cooperative Agreement for Hunting Management Between the Hopi Tribe and State of Arizona and the Arizona Game & Fish Department ("**Agreement**") since December 29, 2011; and

WHEREAS, the Tribe's Trust Lands are interspersed with State Trust Lands in a checkerboard pattern such that every other section of land is under the jurisdiction of either the Tribe or the Department for game management and law enforcement purposes and said checkerboard ownership requires a cooperative agreement between the Tribe and State in order to effectively carry out game management and law enforcement on said lands; and

WHEREAS, the Tribe's Wildlife & Ecosystems Management Program ("**Program**") is responsible for managing the game population and habitat within Hopi Lands, and with implementing the Tribe's game hunting management practices on all Hopi Tribal Lands; and

WHEREAS, the Tribe and Department have mutually agreed on the revisions and agree to renew the Agreement for four (4) years, a copy of which is attached hereto as Exhibit "A" ("**Agreement**"), as stated in the original Agreement, to allow the Tribe and Department to further study and understand factors related to Hopi demand for Hopi-allocated tags and continue to deploy strategies that might mobilize more demand for Hopi-allocated big game tags through the draw, with the outcome of this effort will help inform the conditions that may satisfy the

HOPI TRIBAL COUNCIL
RESOLUTION
H-035-2018

requirements for the Tribe and the Department to establish a longer-term Agreement which will expire when the lands are fully converted to trust; and

WHEREAS, because the Tribe and Department have a shared interest in wildlife management practices on the interspersed Hopi and State Trust Lands and have mutually agreed on renewing the Agreement for managing hunts and hunt permits; and

WHEREAS, the Agreement for managing hunts and permits on Hopi Trust lands between the Tribe and the State and the Department established a system under which eligible Hopi hunters may apply for a Hopi hunt permit draw in which a guaranteed number of Hopi hunt permits are set aside for the Tribe and which further provides for payment to the Tribe of a projected revenue(s) based on established permits to be used by the Program for habitat projects, surveys, game management practices, improve capabilities to manage lands and enforcement for the Trust Lands; and

WHEREAS, the Hopi Tribal Council has determined the attached revised and renewal of the Cooperative Agreement for Hunting Management Between the Hopi Tribe and State of Arizona and the Arizona Game & Fish Department is in the best interest of the Tribe and has the support of Hopi Tribal hunters.

NOW THEREFORE BE IT RESOLVED that the Tribal Council hereby authorizes the Hopi Tribe to renew the attached Cooperative Agreement for Hunting Management Between the Hopi Tribe and State of Arizona and the Arizona Game & Fish Department which will expire by June 30, 2021.

HOPI TRIBAL COUNCIL
RESOLUTION
H-035-2018

documents, and any future amendments and revisions thereof, and to take such other actions on behalf of the Tribe, as may be necessary or desirable to effectuate, implement and otherwise carry out the Agreement and the intents and purposes of this Resolution.

BE IT FURTHER RESOLVED that the Hopi Tribal Council hereby authorizes and directs the Hopi Tribal Treasurer to accept, receive, expend, and account for all funds received by the Tribe under the Agreement in the established AZGFD Hopi Hunt Revenue account #1110-34503 in accordance with this Resolution and applicable Hopi Tribal financial policies and procedures, and if requested by the Department's auditors provide a detailed report of all expense activity from the account.

BE IT FINALLY RESOLVED that WEMP shall be responsible to ensure that the Hopi Tribal actions intended by this Resolution are carried out in accordance with its terms.

HOPi TRIBAL COUNCIL
RESOLUTION
H-035-2018

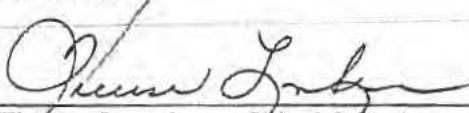
CERTIFICATION

The Hopi Tribal Council duly adopted the foregoing Resolution on April 23, 2018 at a meeting at which a quorum was present with a vote of 15 in favor, 1 opposed, 0 abstaining (Vice Chairman presiding and not voting) pursuant to the authority vested in the Hopi Tribal Council by ARTICLE VI-POWERS OF THE TRIBAL COUNCIL, SECTION 1 (a), (f), and (g) of the Hopi Tribal Constitution and By-Laws of the Hopi Tribe of Arizona, as ratified by the Tribe on October 24, 1936, and approved by the Secretary of Interior on December 19, 1936, pursuant to Section 16 of the Act of June 18, 1934. Said Resolution is effective as of the date of adoption and does not require Secretarial approval.



Clark W. Tenakhongva, Vice Chairman
Hopi Tribal Council

ATTEST:



Theresa Lomakema, Tribal Secretary
Hopi Tribal Council

Exhibit "A":

**Cooperative Agreement For Hunting Management Between the
Hopi Tribe And State of Arizona And the Arizona Game and Fish Department**

**Cooperative Agreement
For Hunting Management
Between the
Hopi Tribe
And
State of Arizona
And the
Arizona Game and Fish Department**

This Cooperative Agreement (Agreement) is entered into between the Hopi Tribe (Hopi), the State of Arizona, and the Arizona Game and Fish Department (Department) (collectively referred to as the "Parties") in accordance with the Master Memorandum of Understanding (MOU) between the Hopi Tribe and the Arizona Game and Fish Commission entered into on September 20, 2002, which provides for Cooperative Agreements for specific purposes to be entered into by the Parties.

WHEREAS, the Hopi Tribe is authorized under the Constitution and Bylaws of the Hopi Tribe, Article VI, Section 1 (a) to enter into agreements with state governments, and under Arizona Revised Statutes, A.R.S. § 11-952, the State of Arizona recognizes the authority of the Tribe to enter into cooperative agreements with the State; and

WHEREAS, the Hopi Tribe has inherent authority recognized by Acts of Congress and by regulations issued by the Secretary of Interior to regulate the occupancy and use of Hopi Trust lands and to maintain proper habitat conditions for fish and wildlife and for securing proper use of the habitat compatible with other uses of land under its administration; and

WHEREAS, the Department is authorized to enter into this Agreement under the MOU, which the Commission entered into pursuant to A.R.S § 17-231(B) (7); and

WHEREAS, the Parties recognize that the land ownership within the Hopi ranches in the vicinity of Winslow, and Flagstaff, Arizona is checker-boarded between the Hopi Trust lands and the State of Arizona Trust lands and the boundaries between Hopi and State lands are not easily determined by law enforcement officers operating in the field, making it difficult for law enforcement officers and the public to precisely determine locations relative to Hopi Trust lands or State Trust lands that comprise the referenced checker-boarded areas; and

WHEREAS, the Hopi Tribal Council has determined the Agreement between Hopi and the Department is in the best interests of all parties and will allow hunters to access the above referenced Hopi Trust lands for the purpose of hunting with State licenses and permits pursuant to the above referenced Agreement and will be effective from the last signature date to June 30, 2021.

NOW, THEREFORE, the Parties mutually agree:

1. Purpose

The purpose of this Agreement is four fold; 1) to develop collaborative and shared wildlife management programs; 2) to provide for seamless wildlife surveys, season dates and permit numbers; 3) to provide an effective hunt permit draw administration process; and 4) to develop an appropriate hunting permit fee basis.

2. Permit Allocation

Preceding any hunt recommendation, Hopi Wildlife & Ecosystems Management staff will be offered the opportunity to participate in elk, deer and pronghorn surveys with the Department. A joint meeting will be held to discuss population estimates, population goals, and state hunt guidelines and then to make preliminary permit recommendations. Actual permit numbers for elk and pronghorn will be established annually by the Arizona Game and Fish Commission at its December meetings and at its April meeting for deer. Permits will be valid for the entire State Game Management Unit for which they are issued including units encompassing Hopi Trust Lands. Permits will be allocated to the Hopi Tribe for Hopi Enrolled member hunters based on the following formula:

Pronghorn – general and archery seasons

- GMU 4A – 21.5% (percent of total available permits)
- GMU 5A – 27%
- GMU 5B – 14.5%

Elk – general, archery, juniors, and muzzleloader seasons

- GMU 4A – 2.5%
- GMU 5A – 3%
- GMU 5BN – 3.5%

Elk – limited opportunity

- Portions of GMU 5A – 50%
- Portion of GMU 5B – 50%

Deer – general seasons

- GMU 4A/B – 3.4%
- GMU 5A/B – 5.8%

3. Permit Process

The Department's draw system will be used for these hunts. A separate hunt number will be established for the Hopi portion of the permits and this number will not be published in the State hunting regulations. Hunters desiring to submit an application for the Hopi portion of these permits must obtain the hunt number from Hopi through a process established by Hopi. This hunt number must be included in the hunt application submitted to the Department.

Prior to the posting of draw results, Hopi will have a minimum forty-eight hour time period, to review a list of applicants selected for permits for the Hopi hunt numbers. Hopi must review and approve or disapprove the applicant's eligibility for the Hopi portion of the permits within the time period provided and prior to the posting of the draw. All applicants on any application deemed by Hopi to be invalid will be disqualified and the next application, based on its random number, will be selected. If all permits for both the State and/or Hopi permits are not sold through the draw process, the normal State leftover tag sale process will be used, and all such permits would be available to any eligible person on a first-come, first-served basis.

4. Fees

The current State fee system will apply for all permits issued and sold through this Agreement. These fees are published in the hunting regulations issued at the time of the application process. As a prerequisite to apply for permit tags, applicants must have (or apply for as part of the draw process) a valid Arizona hunting license. Any applicant who does not meet Arizona residency requirements would have to apply as a non-resident, pay non-resident fees, and be subject to the non-resident cap.

5. Regulations

State hunting rules established in A.R.S. Title 17, Commission Regulations in R12-4-101 through 611 and Commission Orders will regulate applications, eligibility, bag limit, methods of take, and all other aspects of the hunt.

6. Fee Schedule

An amount equal to the revenue from the sale of permits allocated to Hopi, less the application fee published in the hunting regulations issued at the time of the application process will be remitted to Hopi including those tags sold as part of the first-come, first-served leftover process. Additionally, 50% of license fees equal to a resident general hunting license for the number of permits allocated to Hopi will be remitted to Hopi. Unsold permits for the Hopi portion will not be included in revenue calculations. These funds would be used for the management and preservation of the wildlife resource on Hopi lands per Hopi Tribal Ordinance #48 Section 10.30. The payment will be made once all the permits are sold or at the end of the appropriate season, whichever comes first.

7. Effective Date, Duration, and Termination

This Agreement is effective as of the last signature date and expires June 30, 2021. The Agreement will be reviewed and automatically renewed for one (1) year term from the expiration date unless written notice of intent not to renew is given by either Party at least thirty (30) days prior to the end of the expiration date. Either Party may terminate this Agreement at any time upon thirty (30) days written notice.

8. Reopener

In the event that the State of Arizona is notified by the Department of the Interior pursuant to Section 2 of the Navajo-Hopi Land Dispute Settlement Act of 1996 [PL 104-301] and/or 25 C.F.R. 151.11 that all or a portion of the State Trust lands that are the subject of this Cooperative Agreement may be subject to condemnation proceedings, or are proposed for acquisition as Hopi Trust lands, or in the event of any impending change of ownership of all or a portion of such State Trust lands to the Department of the Interior or to the Hopi Tribe, the Parties agree to promptly confer and amend this Cooperative Agreement accordingly. The amended Cooperative Agreement shall include a provision that hunters who have drawn permit tags in the affected Game Management Units, the hunt seasons for which will have not yet occurred as of the date the document conveying the State Trust lands in question to the Department of the Interior or to the Hopi Tribe is recorded, shall retain the privilege to access Hopi lands for hunting according to the season dates identified on the issued tags.

The terms of this Cooperative Agreement shall continue to remain in effect pursuant to Section 7 [Effective Date, Duration and Termination] or until the issuance or approval by the Secretary of the Interior of an instrument of conveyance taking such lands into federal trust status for the benefit of the Hopi Tribe.

9. Non-discrimination

The Parties agree to comply with all applicable federal or state laws relating to equal opportunity and non-discrimination.

10. Dispute Resolution

In the event of any disagreement between the Parties over the interpretation, application, enforcement, or performance of this Agreement, the Parties shall attempt to resolve the disagreement on an informal, good faith basis. If this fails, the Parties agree to engage in any alternative dispute resolution procedures authorized by their respective statutes, regulations and court rules, including but not limited to, 5 U.S.C. Section 575 and A.R.S. Section 12-1518.

11. Termination for Conflict of Interest

Pursuant to A.R.S. §38-511, the State may terminate this Agreement upon finding that a state employee that was significantly involved in the creation of this Agreement is, at the time the Agreement is in effect but not later than three years after its termination, an employee or consultant to any other party to the Agreement.

12. Termination for Non-Availability of Funds

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.

13. Indemnification - Each Party (as Indemnitor) agrees to indemnify, defend and hold harmless the other Party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims result in vicarious/derivative liability to the Indemnitee and are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
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.
15. Original Agreement - All terms and conditions of the September 20, 2002 Master Memorandum of Understanding are incorporated herein by reference.
16. No Waiver of Sovereign Immunity - Nothing in this Agreement is intended to be, nor shall it be construed as, a waiver or other limitation of the sovereign immunity or other sovereign rights of the Hopi Tribe.
17. Notice - 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 Hopi Tribe:

Mr. Timothy L. Nuvangyaoma
Chairman
The Hopi Tribe

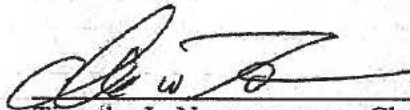


B. For the Department:


Mr. Scott Poppenberger
Region II, Regional Supervisor
Arizona Game and Fish Department
3500 S. Lake Mary Road
Flagstaff, AZ 86001

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

Hopi Tribe


For Timothy L. Nuvangyaoma, Chairman
Hopi Tribe

Arizona Game and Fish Department


Ty Gray, Director
Arizona Game and Fish Department

4-23-2018
Date

4-23-08
Date