

FISH AND GAME RULES TO GOVERN FISHING, HUNTING AND TRAPPING ON THE BLACKFEET INDIAN RESERVATION

EMPOWERMENT. This law is enacted pursuant to Article VI, Section 1(p) of the Constitution for the Blackfeet Tribe. This section grants the Blackfeet Tribal Business Council the power to “promulgate rules and regulations governing fishing, hunting and trapping on the Blackfeet Indian Reservation”.



CHAPTER 1

FINDINGS, POLICY INTENT AND DEFINITIONS

Section 1. Findings

The Blackfeet Tribal Business Council finds that:

A. All wildlife, which term shall include all species of animals and fish, found upon, above or under all land and waters within the exterior boundaries Blackfeet Indian Reservation, are the property of the Blackfeet Tribe.

B. This wildlife is of spiritual, cultural and economic value to the Tribe, and the taking of such wildlife was historically under the control of the Tribe.

C. In the treaties and agreements made with the United States Government, the Blackfeet Tribe reserved the right to control the taking of wildlife and the preservation and restoration of wildlife habitat within its aboriginal territory.

D. The unregulated taking of wildlife and the destruction of wildlife habitats threaten the political integrity of the Tribe and the economic security and health, safety and welfare of tribal members and residents of the Blackfeet Indian Reservation.

E. The management and preservation of wildlife and wildlife habitat is necessary in order to ensure the continuing existence of the wildlife species native to the Reservation.

F. Many of the wildlife species found on the Reservation move on and off the Reservation; and in order to ensure their continuance on the Reservation, it is necessary to provide appropriate incentives for the wildlife to enter and remain upon all lands within the exterior boundaries of the Blackfeet Indian Reservation.

Section 2. Policy.

The policy of the Blackfeet Tribal Business Council shall be that:

A. Reserved Hunting and Fishing Rights in the Blackfeet Unit. The program will draft, and negotiate with the Forest Service, proposed Tribal standards for the preservation and maintenance of animal habitat in the Blackfeet Unit of Lewis and Clark National Forest. The proposed Tribal Standards are to be presented to the Fish and Wildlife for referral to the Blackfeet Tribal Business Council. The Program may recommend to the Council the enactment of special rules or regulations regulating hunting and fishing in the Unit by Tribal members.

B. Tribal members are to be afforded the greatest possible freedom to use the

wildlife of the Tribe consistent with maintaining the preservation of the wildlife for future generations.

C. Development of the other resources of the Reservation shall take into account the effects of the development on the conservation of wildlife.

D. In recognition of the Tribal tradition of using damage payments as a remedy for wrongful acts, the enforcement of this code is to be primarily civil in nature.

Section 3. Intent.

The Blackfeet Tribal Business Council, referred to as the “COUNCIL” throughout these rules is to:

A. Completely control, through these rules and the accompanying regulations, the taking of wildlife and treatment of animal habitat within the exterior boundaries of the Blackfeet Indian Reservation.

B. Preserve and restore if necessary, the species diversification present on the Reservation.

C. Achieve the maximum number of healthy individuals in each species.

D. Buffer drastic fluctuations in a species’ population.

E. Assure equitable access to wildlife resources to all members of the Tribe.

F. Provide, through the payment of license fees and other revenue, for the administration and enforcement of this law.

Section 4. Definitions

1. All Terrain Vehicles - means all motor driven vehicles of two to four wheels designed to be used for recreation or cross-country travel, with a wheel base width of less than 48”.

2. Aboriginal Territory - means all lands and waters within the exterior boundaries of the Blackfeet Indian Reservation and all lands and waters that extend by treaty to the ceded strip that encompasses the National Forests to the south and west.

3. Allotted Land – Tribally owned or individually owned Indian lands held in trust by the federal government.

4. Arrow – A shaft of at least 24 inches long containing 3 trimmed or 5 untrimmed feathers, tipped with a point or device used to strike, penetrate or pierce.
5. Bag Limit - means the maximum limit, in number of amount, of a particular species of wildlife, which may lawfully be taken away by any one person during a specified period of time.
6. Big Game – Shall include but not limited to Mule Deer, Whitetail Deer, Antelope, Elk, Moose, Big Horn Sheep, Mountain Goat and Black Bear.
7. Bow – means any hunting instrument designed for the purposes of propelling arrows which is drawn and held by and through efforts of the person releasing, but does not include crossbow.
8. Carcass – means the dead body of fish or wildlife or parts thereof.
9. Closed Season – means the time and/or days during which fish or wildlife may not be taken legally.
10. Council – means the duly elected governing body of the Blackfeet Tribe, the Blackfeet Tribal Business Council.
11. Conservation Permit Areas - shall include: lands where an outstanding variety of vegetation, wildlife, water resource, landscape and scenic value are present; any and all important, or rare ecological or geological feature or other rare or significant natural feature worthy of preservation for cultural, scientific, educational or ecological purposes; and where these activities allow human intrusion, such as backcountry hiking, photographing nature or wildlife, touring and any other related activity.
12. Crossbow – means any device using a bow which once drawn is held solely by means other than the effort of the person firing it.
13. Department – means the Blackfeet Fish and Wildlife department.
14. Endangered or Threatened Species – means any species of fish or wildlife within the Reservation as listed, but not limited to or species classified pursuant to the Endangered Species Act of 1973, as may be amended from time to time, or which the Tribe's governing body from time to time may declare as endangered or threatened.
15. Fee Land – means those lands within the exterior boundary of the Reservation not held in trust or subject to restrictions on alienation and which is in private ownership.
16. Firearm – means a rifle, shotgun, handgun, or other type of gun.
17. Fish – means any fish within the waters of the Reservation.

18. Fishing – means taking of fish of any variety by hook and line.
19. Gathering – means to take or acquire or attempt to take or acquire possession of any wildlife antlers or wild plant or parts thereof.
20. Harass – means to shoot at, disturb, worry, molest, rally, concentrate, harry, chase, drive, herd, or torment.
21. Hunt or Hunting – includes shooting, shooting at, pursuing, taking, catching or killing any wild animal or animals, except that hunt or hunting does not include the recovery of any wild animal which has already been lawfully reduced to possession.
22. Hunting Hours – means the time of day which wildlife may be lawfully taken.
23. License – means a specific written document granting authority to engage in specific activities covered in this Code.
24. Member – shall mean any enrolled member of the Blackfeet Tribe of the Blackfeet Indian Reservation.
25. Non-Member – means any individual that is not an enrolled member of the Blackfeet Tribe.
26. Officer – means a Game Warden or authorized personnel of the Blackfeet Fish and Wildlife Department.
27. Permit – a written document or tag that authorizes an individual to engage in specific activities covered in this code.
28. Permit Year – means the twelve-month period for fishing, inclusive from April 1, to March 31.
29. Possession – means having killed, harvested, taken or otherwise obtained or acquired any wild animal or fish subject to the provisions of this Code.
30. Promulgate – means to broadcast or disseminate or publicize the rules and regulations of the Code.
31. Recreation Permit – shall include, but not limited to picnicking, camping, boating, backcountry hiking, skiing, hunting, fishing, swimming, photographing nature or wildlife, snowmobiling, all terrain vehicle riding, touring and any other related activity.
32. Reservation – means all lands within the exterior boundaries of the Blackfeet Indian Reservation.

33. Roads – any trail, highway, unimproved or graveled track dedicated for public and ingress or egress.
34. Tag – an identification permit issued that authorizes an individual to engage in a specific activity and attach to a carcass of an animal.
35. Take or Taking – means to kill, harvest or take possession of a fish or wild animal.
36. Trapping – means the taking of wildlife in any manner except with gun or implement in hand, by means of setting, or operating any device, mechanism or contraption that designed to capture a wild animal.
37. Tribal Court – means the court of the Blackfeet Tribe.
38. Tribe – means the Blackfeet Tribe of the Blackfeet Indian Reservation.
39. Trust Land – means land the United States Government hold legal title to for the benefits of Indians.
40. Watercraft – means any boat or other floating device of rigid or inflatable construction which is designed to carry people or cargo on the water, and which is propelled by machinery, oars, paddles, or wind action on a sail, including float tubes; except makeshift contrivances constructed of inner tubes or other floatable material and not propelled by machinery, person flotation devices worn or held in hand, and other objects used as floating or swimming aids.
41. Waste - shall mean the abandonment of or deterioration of those portions of fish and game normally utilized for human consumption.
42. Watercraft (Motorized) - means any boat or other floating device of rigid or inflatable construction that is designed to carry people or cargo on the water, which is propelled, by any fuel or electric powered motor.
43. Wildlife – shall mean any forms of birds and mammals including their nest and eggs.

CHAPTER 2

ADMINISTRATION OF WILDLIFE PROGRAM

Section 1. Establishment.

A Wildlife Program is established in the Fish & Game Department. It will now be recognized as the Fish and Wildlife Department, and will be referred to as “Department” throughout the Code.

Section 2. Regulation Procedures

A. Annual Regulations. The Fish and Wildlife Department shall present annually to the Council for approval, proposed regulations pursuant to these rules. The annual regulations shall be published for distribution to the public by the program.

B. Special Regulations. The Fish and Wildlife Department may at any time, present a proposed regulation to the Council for approval, if the regulation is needed to fulfill the policy and intent of these rules. The program shall make appropriate efforts to ensure that the public is informed of special regulations.

Section 3. Powers of the Fish & Wildlife Advisory Commission

As necessary, the Blackfeet Tribal Business Council shall promote and request that a commission of advisors be appointed to assist with regulatory matters concerning fishing, hunting and trapping on the Reservation . In addition to the powers granted them elsewhere in this law, the Fish & Wildlife Advisory Commission shall have the following powers and authority:

A. To establish and advise the policies of the Fish & Wildlife Department, which are consistent with this code and the best interests of the Blackfeet Tribe and the Blackfeet people.

B. To review all annual budgets and budget line items of the Fish and Wildlife Department and recommend said annual budget and budget line items for approval by the Department.

C. To review all proposed Fish & Wildlife agreements with State and Federal governments and provide input on such agreements to the Department.

D. To ensure the proper distribution of fishing permits and the collection of revenues from said permits.

Section 4. Fish and Wildlife Advisory Commission By-Laws.

The Fish and Wildlife Advisory Commission By-Laws are set out as follows:

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FISH AND WILDLIFE ADVISORY COMMISSION BY-LAWS

ARTICLE I.

The name of the Tribal forum is BLACKFEET FISH AND WILDLIFE ADVISORY COMMISSION (BFWC).

ARTICLE 1.

PURPOSE

The purpose and responsibility of the Blackfeet Fish and Wildlife Advisory Commission is to advise and assist the Blackfeet Fish and Wildlife Department promulgate rules and regulations governing fishing, hunting and trapping on the Blackfeet Indian Reservation and in the hunting and fishing areas of the Blackfeet Tribe, which are consistent with the Blackfeet Fish and Wildlife Code and Mission Statement.

MISSION STATEMENT

The Blackfeet people are traditionally defined both historically and contemporarily by our involvement to preserve, protect and practice the environment on a spiritual, social, and cultural level.

The BFWC will uphold the traditions of the Blackfeet people for future generations, through our unique and inherent relationship with hunting, fishing, and wood gathering.

The BFWC will promote the preservation of these traditions through education, management, cooperation, and research.

ARTICLE 2.

OFFICE

All BFWC records and business meeting minutes shall be filed and maintained in the administration office of the Blackfeet Fish and Wildlife Department.

ARTICLE 3.

MEMBERSHIP

A. **Defined.** The membership of the BFWC shall consist of persons enrolled as Blackfeet Tribal members.

B. **Eligibility.** Any enrolled Blackfeet Tribal member who is genuinely interested in the purposes of the BFWC can become a BFWC member by submitting an application to the Blackfeet Tribal Personnel Office. Appointment for BFWC membership shall be made by the authority of the Blackfeet Tribal Business Council (BTBC). Appointment will also be subject to the Ethics Policies of the Blackfeet Tribe.

C. **Composition.** The BFWC shall consist of seven (7) members. Each of the seven (7) members shall be appointed from the following Reservation communities: Heart Butte, Seville, Babb/St. Mary's, East Glacier, Browning, Starr School, and Old Agency/Birch Creek. The commission shall also contain two (2) BTBC members that will serve in an ex officio capacity.

D. **Term.**

Effective, _____ the terms of the BFWC members from East Glacier, Starr School, Seville and Old Agency/Birch Creek shall be for a two year period of time, and said terms shall expire on _____. Thereafter, all terms from the aforementioned districts shall be for a four-year period of time. Effective _____ the terms of the BFWC members from Babb/St. Mary, Heart Butte and Browning shall be for a four (4) year period of time and said terms shall end on _____. Thereafter, all terms from the aforementioned districts shall be for a four-year period of time. This will allow for alternating terms, which will promote consistency of the BFWC and also allow for BTBC input into BFWC appointments.

E. **Vacancies.** BFWC position vacancies shall be filled by a BTBC appointment and will serve the vacating members' remaining term of that position.

ARTICLE 4.

RESIGNATION

Any BFWC member may resign at any time by delivering a written resignation to BFWC. Any member who fails to attend three (3) consecutive monthly meetings without good cause shall be presumed to have resigned.

ARTICLE 5.

REMOVAL

Removal of a BFWC member shall require a written justification and recommendation for removal signed by at least five commission members remove a Commission member and the removal action shall require BTBC approval.

ARTICLE 6.

MEETINGS

A, **Schedule.** Meetings shall be held quarterly or once every 3 months.

B. **Special Meetings.** Special meetings may be called by the BFWC Chairperson and the Director of the Fish and Wildlife Department. There shall be no more than one special meeting per month, unless the Chairperson and Director deem an issue or issues to be of such importance that more special meetings are required during a particular month.

C. **Meeting Notice.** Written notice shall be required for regular meetings, providing the meeting hour, place, time and date. Special meetings shall include hour, place, date and time with proper notification of all BFWC members. An agenda shall accompany each meeting notice.

D. **Minutes.** Minutes shall be taken and kept on file in the Blackfeet Fish and Wildlife Department Office.

ARTICLE 7.

VOTING

The Advisory commission will not possess any voting powers.

ARTICLE 8.

QUORUM

Not necessary since the commission is of advisory authority only.

ARTICLE 9.

OFFICER TERMS

The BFWC will have a Chairperson, Vice-Chairperson and Secretary.

A. **Chairperson.** The Chairperson shall be elected by secret ballot among the seven commission members. The person with the most written nominations will serve as chairperson. Members can serve consecutively throughout their membership term. The Chairperson shall preside at all meetings, keep order, and assure all agenda items are strictly followed.

B. **Vice-Chairperson.** The Vice-Chairperson shall be appointed by the Chairperson, with majority approval by the remaining commission members, and shall conduct business in the absence of the Chairperson.

C. **Secretary.** The Chairman with majority approval will also appoint the Secretary. The Secretary shall keep minutes of each meeting and prepare the written minutes for review of the Tribal Council and Tribal officials. The Secretary shall be responsible for keeping all documents, reports, files, records, and minutes of the Commission.

ARTICLE 10.

COMPENSATION

The BFWC shall not be paid a salary for participation as a BFWC member. At the convenience of the BTBC, the BFWC can receive honorariums for meeting participation when available.

ARTICLE 11.

PROHIBITIVE ACTIVITY

Members shall not represent the BFWC for the purpose of participation in, or intervention in any political campaign on the behalf of any candidate for public office.

ARTICLE 12.

AMENDMENTS

These By-Laws may be amended with BTBC approval.

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Section 5. Responsibilities of Fish & Wildlife Director.

The Director/Fish & Wildlife Director shall:

A. Be responsible for all administrative matters including the Game Wardens that are authorized and commissioned to enforce these rules and regulations of the Fish and Wildlife Department.

B. Develop a cooperative working relationship with Tribal agencies and personnel, Federal law enforcement officials, Federal Fish and Wildlife Service, Bureau of Indian Affairs, and other technical organizations and agencies, which may include the sharing of information which is not proprietary information of the Blackfeet Tribe.

C. Maintain an updated knowledge of the law and develop procedures for enforcement of the Blackfeet Tribal Fish and Wildlife Code.

D. The Director of BFWD will cooperate and coordinate with the Blackfeet Tribal Land and Natural Resources Departments, and on matters of mutual importance and interest.

E. Perform such duties in the area of public relations as are necessary for the benefit of hunting and fishing and for the general tourism program of the Blackfeet Tribe.

F. Work with the Fish and Wildlife Commission on any fish and wildlife matter when requested to do so.

G. Arrange for training programs for Fish and Wildlife Department personnel in matters relating to fish and wildlife.

H. Perform such other duties as may be assigned through the duly approved policies of the Fish and Wildlife Commission.

Section 6. Program Direction.

A. Mission Statement:

To provide the BTBC with data and proposed guidelines on all matters concerning wildlife so that decisions and actions are made realizing their effects on all biota found on the Reservation and their habitats.

B. Fish and Game Goals:

To maintain a Wildlife Program on the Blackfeet Reservation, that will provide information on all species and their habitats so that land management activities or proposed habitat alterations can be evaluated from a wildlife standpoint.

To maintain native (or selected non-native) populations of fish and wildlife at levels consistent with tribal needs/desires and carrying capabilities of available habitat.

To provide fish and wildlife information on proposed timber sales, oil/gas permits and leases, grazing and home site leases, etc. so that positive effects of activities can be maximized and negative effects on fish and wildlife minimized or eliminated.

To supply the BTBC as requested, with information pertaining to wildlife, wildlife habitat, pertinent federal laws and acts.

To provide more information to the public on wildlife management activities, habitat, regulations, education outreach strategies and program-sharing goals.

C. Program Objectives:

(1) Inventory wildlife species and their associated habitats by assembling available data and performing fish and wildlife and habitat surveys and research as necessary. This will include delineation of fish spawning and rearing areas, elk calving sites and specific forage and cover requirements, etc.

(2) Develop specific management plans on an individual species basis as subprojects within a comprehensive fish and wildlife resource management plan. Subprojects are grizzly bears, elk, bighorn sheep, Canada geese, certain birds of prey such as prairie falcon, peregrine falcon and bald eagle, and certain species of fish such as brook, cutthroat, rainbow trout and whitefish.

(3) Monitor and quantify seasonal habitat use of selected fish and wildlife species such as grizzly bears, elk, mule deer, cutthroat trout, whitefish, etc. This shall be accomplished by

administrative studies and contracts with outside sources as necessary to provide the database for fish and wildlife management, provided that all contracts are approved by the Council.

(4) Prepare and recommend regulations pertaining to fish and wildlife which are deemed necessary for resource management within Blackfeet aboriginal territory.

(5) Recommend to the BTBC and cooperating agencies the acquisition and intensive management of certain tracts of land that are critical habitat for particular fish and wildlife species.

D. Technical Assistance:

Any technical assistance from a federal agency and private entity must be authorized by Council resolution.

E. Relationship with Private Agencies:

1) Nature Conservancy. The program will discuss with the Nature Conservancy and the joint development of a plant inventory of the Reservation. The plan for the inventory is to be presented to the Fish & Wildlife Department for referral to the Council. The plan may also consider possible acquisition of non-Tribally owned lands by the Nature Conservancy for habitat protection. However, all civil regulatory authority rests with the Blackfeet Tribe.

2) Predator Damage Compensation Programs. The program will explore the possibility of using privately run programs to compensate Reservation residents for damage caused by bear and wolf depredations.

3) Land and Water Conservation plan. The program will explore the possibility of using Land and Water Conservation Plan monies to purchase lands needed for fish and wildlife habitat within the Reservation and the Blackfeet Unit.

4) In-stream Flow. The program will examine the effect of beavers on maintenance of in-stream flow.

F. Internal Program matters. The program will inventory Fish & Wildlife property. The program will evaluate law enforcement in fish and wildlife. The program will develop a proposed training schedule for game wardens which will include: Basic Law Enforcement training, hunter safety instructor training, search & seizure (with this training available to others), and the specialized training in federal and wildlife laws by the U.S. Fish & Wildlife Service Training Program. The program will explore private and international funding availability.

G. Historical Research. The program will arrange with the Native American Studies Department at the Blackfeet Community College for research to be done on past hunting and fishing practices.

Section 7. Release of Data:

Any data gathered by the Department regarding fish and wildlife or their habitat is to be released to other agencies or to others only with the authorization of the Council or through existing Memorandums of Understanding and Agreements (MOU's and MOA's.)

Section 8. Disposition of Monies and Seized Property and Seized Wildlife.

A. Monies:

All fees resulting from the sale of permits by the program and its agents, all fines, costs, monies, penalties or damages collected for violations of these rules and regulations, shall be deposited in the Fish and Wildlife Department Budget and shall be available for expenditure in connection with the conservation and protection of the fish and wildlife of the Blackfeet Indian Reservation, provided, however, that bonds, unless forfeited, shall be deposited in a trust account as provided by these rules.

B. Report by Court:

Each Tribal Judge or Clerk of Court shall, within twenty (20) days after a judgment has been rendered under the provisions of this Code, report in writing to the program, the results of the adjudication, the amount of fines, forfeitures, damages or penalties collected, and disposition thereof.

C. Disposition of Seized Property:

1. Wildlife seized under these rules may be disposed of in such manner as the BTBC may prescribe if a situation arises not covered by the Rules and Regulations.

2. The Director shall prepare a report of all wildlife and prohibited devices seized by the Game Wardens or other authorized officers showing a description of the items,, the persons from who they were seized, if known, and the disposition of the items. This report shall be presented to the BTBC annually. All money derived from the sale of any seized property shall be deposited in the Fish and Wildlife Program account.

CHAPTER 3

GENERAL RULES

Section 1. Land Use

A. Hunting, Fishing, Trapping and Camping on Private Land. It is unlawful to hunt, trap or camp on private land which is posted in such a manner as to give notice that the land is closed to such activity, without the consent of the landowner. All waters within the exterior boundaries of the Blackfeet Reservation shall be open to fishing by members and descendants at all times.

B. Hunting, Fishing, Trapping, or Camping on Tribal Land. It is unlawful to hunt, fish, trap or camp on Tribal Land leased for farming or grazing without the consent of the leaseholder, during the specific periods of the year.

C. Trespass on Private or Tribal Lands. It is unlawful to enter or remain upon any private or tribal land that is posted, or to refuse to immediately leave the land upon the request of the landowner or an agent of the Tribe. Any trespasser shall be liable to the landowner in a civil suit in Tribal Court for any damages that were incurred because of the trespass.

D. Damage to Property

(1) It is unlawful to tear down, break or injure any fence or other enclosure of another or of the Tribe without the consent of the owner, occupant or the Tribe.

(2) During periods of high or extreme fire danger, it shall be unlawful to build a fire upon the land of another or of the Tribe without the consent of the owner, or of the Tribe

(3) It is unlawful to sever from the land of another or of the Tribe any tree, grass or other product, or take any other thing attached to the land without the Consent of the owner, occupant or Tribe.

(4) All persons opening gates on country roads are encouraged to close the gates as a courtesy to the landowners and the leaseholder.

E. Access to Lands. The Council may provide for access to or through particular tribal lands for hunting, fishing or trapping. The Council may provide for access through particular lands owned by tribal members by condemning a right of way using the procedures of Article VI Section 1 (j) of the Constitution for the Blackfeet Tribe.

F. Restriction on Landowner Liability. The Tribe, any private landowner or any person holding a grazing permit, farm lease or tenant or any reservation land, shall not be liable, when permission is granted by act or implication to any person to enter upon their property for recreational purposes (hunting, fishing, swimming, boating, camping, picnicking, pleasure driving, winter sports, hiking or other purposes determined by the BTBC to be recreational) without accepting valuable consideration therefore, for any injury to the person or his property resulting from any act or omission of such owner or permittee or lessee unless such act or omission constitutes willful or wanton misconduct. The landowner, permittee or lessee does not, by granting such permission, extend any assurance that such properties is safe for any purpose or confer upon such a person the status of invitee or licensee to whom any duty of care is owed.

Section 2. Commerce in Wildlife

A. Commerce in Wildlife. It is unlawful to buy or sell wild animals.

B. Commerce in Fish or Big Game Meat. It is unlawful to buy, sell, or offer to buy or sell fish or big game meat.

Section 3. Transportation

A. Failure to Possess Tribal Transport Permit. If a permit is required for the transportation of any fish, wildlife or wildlife part, it shall be unlawful to transport the wildlife outside the boundaries of the Reservation without such a permit.

B. Failure to Possess Permit from Other Jurisdiction. It shall be unlawful to transport fish or wildlife that was taken in another jurisdiction onto or through the Reservation without a permit from the jurisdiction where the fish or wildlife was taken.

Section 4. Waste of Fish or Big Game Meat

It is unlawful to waste fish or big game meat. *See definition of "waste in Chapter 1*

Section 5. Disposition of Wildlife Carcasses

Game Wardens should be notified of any wildlife carcasses on Tribal, public or private property.

Section 6. Recreational Activities

Recreation and/or conservation permits and stickers will be required for the following activities for non-members.

A. Camping. Camping shall be allowed on all tribal lands by enrolled members of the Blackfeet Tribe and by Blackfeet descendants, and on leased land with the permission of the lessee. Non-member camping is permitted only at designated privately owned or tribally owned campgrounds or designated lakes. The following regulations shall be followed while camping.

(1) Care of Property. The defacement or destruction of signs, tables, or improvements is prohibited.

(2) Vehicles. All wheeled vehicles, including trailers, must be kept on the designated campsite parking areas.

(3) Firewood. Only dead and downed wood in designated areas may be gathered for firewood. Campers should check with the campground manager to locate these areas. Bundles of firewood may be purchased at near concessionaire facilities.

(4) Disturbance of Plant or Animal Life. Plants or animals shall not be disturbed in any way. The driving of nails into trees or the stripping of bark, leaves or branches from trees or shrubs is prohibited.

(5) Digging. The natural terrain shall not be altered in anyway. The leveling of the ground or digging for any purpose is prohibited.

(6) Dogs, Cats and Pets. All dogs, cats, or other pets must be kept on leash or under physical restrictive control at all times while in the campground.

(7) Draining and Refuse from Trailers. Trailer owners must provide receptacles to contain wastewater. Such waters shall be disposed of only at public restrooms and at the holding tank disposal units at major campgrounds. Any other disposal is unlawful. Trailer owners may dispose of waste at all tribally owned disposal units for a fee.

(8) Hours of Quiet. Quiet must be maintained between the hours of 10:00 PM and 6:00 AM. During these hours, radios, generators, television sets, and any other noise producing devices must not be operated to the annoyance of other.

(9) Clean Camps. Campers are responsible for maintaining a clean camp at all times and for cleaning their campsite, including the removal of all camping equipment, debris and refuse before leaving.

(10) Unattended Campfires. Campfires may not be left unattended.

(11) Use of Hydrants. The cleaning of fish and washing of dishes or clothes at water hydrants is not permitted.

(12) Feeding of wildlife. Feeding of wildlife is strictly prohibited.

The managers of tribally owned campgrounds may enforce these regulations by removing offenders from the campground signing a complaint against the person and otherwise following enforcement provisions of these rules.

B. Watercraft

(1) Boat Permit. It is unlawful for a non-member to fail to have a boat permit, obtained under the procedures of these rules while using watercraft on waters within the Reservation. A fishing permit will allow for use of a boat without another permit.

(2) Wind Surfing/Sail Board or Recreational watercraft Permits. It is unlawful for a non-member to fail to have a wind surfing/sail board or recreational watercraft permit while using a sailboard on waters within the Reservation. The permit must be attached to a visible part of the board or boat. The Council shall, by annual regulation prescribe upon which lakes wind surfing is permitted and define the periods during which the lakes can be used.

(3) Watercraft Rules. These rules shall apply to both members and non-members; and any violations shall be unlawful.

(a) Water Skiing. Water skiing is permitted only on St. Mary Lakes and Two Medicine Lakes; any other water skiing shall be unlawful, both the driver of the boat and the skier may be cited for a violation.

(b) Sail Boating. Sail boating is permitted only on St. Mary Lakes and Two Medicine Lakes; any other sail boating shall be unlawful.

(c) Restrictions on Motorized Watercraft. It is lawful to operate motorized watercraft in the following waters:

Duck Lake
St. Mary Lakes
Two Medicine Lakes

Mission Lake
Kipp Lake
Four Horn Lake

(d) Life Saving Devices. It is unlawful to operate any watercraft, which does not contain a US Coast Guard approved personal flotation device for each passenger. All persons must wear the device when the watercraft is in motion.

(e) Use of Alcoholic Beverages. It is unlawful to operate a watercraft while under the influence of alcoholic beverages or other substances ~~whose use is~~ prohibited on the Reservation. The definition of operating under the influence of alcoholic beverages shall be the same as for operating a motor vehicle.

(f) Passing Rule and Right-of-Way. It is unlawful to fail to act in the following manner when passing, approaching, or overtaking another watercraft:

(1) When two vessels are approaching each other head-on or nearly so, so as to create the risk of collision, each vessel shall bear to the right, and pass the other vehicle on its left side.

(2) When vessels approach each other obliquely or at right angles, the vessels approaching on the right side has the right-of-way.

(3) One vessel may overtake another on either side, but shall grant right-of-way to the overtaken vessel.

(4) When a sailboat or sail board and motor boat are operating so as to involve a risk of collision with each other, the motorboat shall yield the right-of-way to the sailboat or sail board in all cases.

(5) Any and all rules consistent with US Coast Guard safe boating standards.

(g) Speed Limit. The speed limit for watercraft shall be ten (10) miles per hour on the following lakes:

Duck Lake	Four Horn Lake
Kipp Lake	Mission Lake

The speed limit shall be conspicuously posted at access sites around the lakes.

C. Snowmobiles

(1) Snowmobile Areas. The Council by regulation may close areas to snow mobile use. Any such closure will be publicized and posted as directed by the Council. It shall be unlawful to operate a snowmobile in a closed area.

(2) Snowmobile Operation on Public Roads. It shall be unlawful to fail to operate a snowmobile in the following manner:

a) Snowmobiles may be operated upon the shoulder of any public road.

b) Snowmobiles may be operated on the roadway of any public road, if the road is drifted or covered by snow to such an extent that travel on the roadway by other motor vehicles is impractical or impossible.

c) Snowmobiles may make direct crossing of public roads, by crossing at an angle of approximately 90 degrees.

d) No person shall operate a snowmobile in a careless or reckless manner so as to endanger the person or property of another or to cause injury or damage to either.

e) Snowmobile permits may be required as provided in this code.

(3) Snowmobile Rules:

(a) It is unlawful to transport big game by snowmobile without the permission of a Tribal Game Warden. It is unlawful to carry firearms on a Snowmobile, except that a shotgun or pistol may be carried, if predator Damage control is otherwise permitted by these Rules. Any transport of firearms requires that they be holstered or carried in a case.

(b) It is unlawful to operate a snowmobile so as to harass big game animals or livestock.

(c) Use of Alcoholic Beverages. It is unlawful to operate a snowmobile while under the influence of alcoholic beverages or other substances prohibited on the Reservation. The definition of operating under the influence of alcoholic beverages shall be the same as for operating a motor vehicle.

(d) Non-Member Limitation. It is unlawful for a non-member to snowmobile in areas other than those designated by the Fish and Wildlife Department. The Council will determine these areas.

(e) Open water snowmobile use prohibited. It is unlawful for any person, including members, to operate a snow mobile upon any open waters.

D. All-Terrain Vehicles

(1) All-Terrain Vehicle Areas. The Council by regulation may close areas to all-terrain vehicle use. Any such closure will be publicized and posted as directed by the Council. It shall be unlawful to operate an all-terrain vehicle in a closed area.

(2) All-Terrain Vehicle Operation on Public Roads. It shall be unlawful to fail to operate an all terrain vehicle in the following manner:

- a) All-terrain vehicles may be operated upon the shoulder of any public road.
- b) All-terrain vehicles may be operated on the roadway of any public road, if the vehicle is duly registered and licensed for use on highways.
- c) All-terrain vehicles may make direct crossing of public roads, by crossing at an angle of approximately 90 degrees.
- d) No person shall operate all-terrain vehicles in a careless or reckless manner so as to endanger the person or property of another or to cause injury or damage to either.
- e) All-Terrain Vehicles permits may be required as provided in this code.

(3) All-Terrain Vehicle Rules:

a) It is unlawful to transport big game by all terrain vehicles without the permission of a Tribal Game Warden. It is unlawful to carry firearms on an all-terrain vehicle, except that a shotgun or pistol may be carried only if predator Damage control is otherwise permitted by these Rules. Any transport of firearms requires that they be holstered or carried in a case.

b) It is unlawful to operate an all terrain vehicle so as to harass big game animals.

c) Use of Alcoholic Beverages. It is unlawful to operate an all terrain vehicle while under the influence of alcoholic beverages or other substances prohibited on the Reservation. The definition of operating under the influence of alcoholic beverages shall be the same as for operating a motor vehicle.

d) Non-Member Limitation. It is unlawful for a non-member to recreate on an all terrain vehicle in areas other than those designated by the Fish and Wildlife Department. The Council will determine these areas.

E. Cross Country Skiing. Cross country skiing is allowed on tribal lands, provided that cross country skiers must give right-of-way to snowmobiles, when skiing on snowmobile trails. Non-members will be required to get a Conservation/Recreation permit.

Section 7. General Hunting Rules

The Department and Council regulate hunting on a yearly basis dependent upon the seasons and limits. All members will need to possess a hunting permit as required.

A. Use of Firearms. It shall be unlawful for any person to fail to observe the following general hunting rules: For safety reasons, there are established locations for sighting in rifles.

(1) Shooting From or Across Right-of-Way. No person shall discharge a firearm from or across any road or railroad right-of-way.

(2) Shooting Close to a House. No person shall shoot or attempt to shoot any animal within 440 yards of any occupied residence or building. This shall not apply to the landowner or resident of the occupied residence or building.

(3) Shooting Within a Town or Residential Area. No person shall shoot or attempt to shoot any animal within the limits of a town or residential area. The Council shall determine by annual regulations, the exact description of any town or residential area within the Reservation. Law enforcement officers shall be exempt from the provision of this rule.

(4) Shooting near a lake that has fishermen actively fishing. No person shall shoot or attempt to shoot a firearm within 440 yards of any lake that has fishermen actively fishing on.

B. Young Animals. No person shall hunt or shoot animals less than one year old.

C. Hunting Hours. No person shall hunt prior to 1/2 hour before sunrise or after 1/2 hour after sunset.

D. Baiting. No person shall use wildlife, salt, grain, or any other attractant while hunting.

E. Hunting with a Non-Member. No person shall hunt with a non-member who does not hold a special hunting permit.

F. Hunting While Under the Influence of Alcohol/Drugs. No person shall hunt while under the influence of alcohol or other substances. Intoxication shall be determined according to the definition of intoxication and methods of proof acceptable in Tribal Court.

G. Concealing Sex of Animal. Proof of sex must remain attached until the carcass is

processed.

H. Spotlighting and Night Scopes. No person shall use any artificial light, night scope, or similar device for the hunting of big game.

I. Aerial Hunting. No person shall be allowed to hunt, capture or harass big game animals or parts from any airplane, helicopter, or other aerial device. Any violation of this rule shall be reported to the Federal Aviation Authority.

J. Use of Dogs. No person shall hunt or harass big game or other animals with the assistance of dogs except the following: raccoons, mountain lion, bears, upland game birds or migratory waterfowl, subject to the quotas and regulations established by the Fish and Wildlife Department. Dog owners shall be liable for any resulting damages to livestock, wildlife or property.

K. Bow Hunting. The Fish & Wildlife Department may by annual regulation establish a special season and/or area for bow hunting.

(1) The use of Cross Bows for Big Game will be **ILLEGAL**.

L. Permit or Tag required. It is unlawful for members to hunt Big Game species without a permit or tag.

M. Big Game must be tagged immediately after kill before being transported.

(1) A person whose tag is attached to a big game animal must be present while the animal is being transported from the field.

(2) Big Game Tags and Special Permits are non-transferable.

Section 8. Religious and Cultural Matters

The following rules are applied in such a manner as to avoid interference with the cultural and religious practices and to preserve the ethics and values of Ahm-ska-pii Pikuni.

A. Religious Taking. It shall be lawful for any member or person of Blackfeet descent to take any wildlife for religious purposes. In determining whether a taking is in fact for religious purposes, the Game Wardens will consult with the Tribal Historic Preservation Office, elders of the Tribe and those holding specific knowledge of tribal religious matters.

B. Cultural Taking. The Council may authorize a specific taking or takings of any wildlife for the teaching of Blackfeet cultural matters relating to hunting, fishing or trapping. The Council may request the assistance of the Tribal Historic Preservation Office, elders of

the Tribe and those having specific knowledge of these cultural matters in determining and validity of any request for a cultural taking.

C. Assistance in Obtaining Federal Wildlife Permits. The Fish & Wildlife Department will assist tribal members, who desire to apply for federal permits to obtain or possess eagle feathers or other wildlife material from the United States Fish & Wildlife Service.

Section 9. Treatment of Wildlife

A. Taking of Wildlife by Game Wardens. Game Wardens may take any wildlife to aid a sick or orphaned specimen, dispose of a dead specimen, salvage a dead specimen for scientific study, or if otherwise essential for scientific study.

B. Inspection of Wildlife Conditions. Game Wardens and other tribal field workers shall continuously inspect the conditions of wildlife to ensure the health of the wildlife and to detect the presence of diseases, parasites, or other factors that may have a negative effect on wildlife production.

C. Capture and Release of Wildlife. At the direction of the Council, Game Wardens may capture wildlife or obtain disease-free wildlife from outside the Blackfeet Reservation for release into desirable locales on the Reservation, in order to increase the wildlife within the Reservation, provided that no wildlife shall be released on privately owned land without the consent of the owner, or if held by more than one person, a majority of those persons owning the land.

D. Keeping Wildlife in Captivity or Attempting to Domesticate Wildlife. It shall be unlawful to keep wildlife in captivity or attempt to domesticate wildlife.

E. Introduction of Exotic Species. The introduction of exotic species not native to the Reservation is unlawful without the consent of the Fish & Wildlife Department.

F. Providing Information to Game Wardens. All persons are encouraged to provide information to Game Wardens regarding wildlife conditions. The Council may establish incentives for the providing of this information.

G. Harassment or Driving of Big Game. Harassment or driving of big game animals by any means will be prohibited. Violators will be fined \$300.00.

Section 10. Minors

A. Hunting. It shall be unlawful for any person with legal custody of a child under 12 years of age to allow the child to hunt unless the child has successfully completed a Fish and Game Commission approved Hunter's Safety Course. A child 13 or older may hunt provided the child complies with all rules and regulations. The violation of any hunting rule or regulation by a member child may be handled in Tribal Juvenile Court. The violation of any hunting rule or regulation by a non-member child may subject the child or the person with legal custody of the child to a civil fine prescribed for the particular offense and other penalties prescribed.

B. Fishing. Tribal member minors may fish without adult supervision, provided all rules and regulations are observed. A non-member child 13 years of age or older shall obtain a permit. A non-member child under the age of 12 may fish without a permit when accompanied by a licensed adult, but must observe all fishing rules and regulations and the combined catch must not exceed one legal limit. The violation of any hunting rule or regulation by a member child may be handled in Tribal Juvenile Court. The violation of any fishing rule or regulation a non-member child may subject the child or the person with legal custody of the child to a civil fine prescribed for the particular offense and other penalties prescribed.

C. Recreational Activities. It shall be unlawful for any person with legal custody of a child under 12 years of age to allow the child to operate any motorized watercraft, snow mobile, and all-terrain vehicle on the waters and lands of the Reservation. The violation of any rule or regulation by either a member child or a non-member child may subject the child or the person with legal custody of the child to a civil fine prescribed for the particular offense and other penalties prescribed.

Section 11. Determination of Membership

Any authorized officer, who has reasonable grounds to believe, that a person has violated a provision of this Code, either in or out of the officer's presence, shall identify himself or herself to such person or promptly determine if the person is a member or non-member. In making such determination, the officer may demand identification and ask such questions as the officer reasonably believes are necessary to making the determination.

Section 12. Interfering with an Officer

It shall be unlawful for any person to willfully interfere with the performance by a law enforcement officer of any duty authorized by these rules and regulations.

Section 13. Possession of Wildlife During Closed Seasons

It shall be unlawful for any person to possess fish or wildlife taken during a season closed to the taking of such fish or wildlife.

Section 14. General Rules Regarding Control of Predators

A. Definition. Specific species, which shall be considered predators, are listed under the appropriate type of hunting rule in these rules, along with particular restrictions regarding control of damage by the particular species.

B. Limits on Control. Control shall be limited strictly to the troublesome species and to the locality where substantial damage or danger of such damage exists. Insofar as practical, every effort shall be made to take only the particular animal or animals, which is responsible for the damage.

C. Distribution and Use of Poison. The Council may, by regulation, regulate the distribution and use of any poison capable of having severe secondary effects on non-target wildlife species. Any Poisons, if not prohibited, should be closely regulated so non-target animals are not affected. Poisons shall be used only with a special permit, otherwise prohibited.

D. Report of Depredation. Any depredation shall be reported to a Tribal Game Warden as soon as possible. A depredation is the killing or maiming of a domestic animal by a predator accompanied by the threat of additional domestic animals being killed or maimed by the predator or the causing of significant damage to any agricultural crop, accompanied by the threat of additional damage.

E. Investigation of Depredations. The Fish and Wildlife Department will investigate any depredation reported. The Department may request technical assistance from any federal agency or department in order to perform a proper investigation or to undertake a control measure.

F. Anti-Depredation Measures. The Fish & Wildlife Department will instruct ranchers, farmers and residents in areas which may be subject to depredations of measures which may be taken to decrease or eliminate depredations.

G. Use of Spring or Set Guns or any other such Devices. It is unlawful to use spring or set guns or any other such devices regarding the control of predators.

H. Agreement with Department of Agriculture. The Fish & Wildlife Department is authorized to negotiate with the Animal Plant Health Inspection Service of the Department of

Agriculture, an agreement providing for the services of their Animal Damage Control personnel on the Reservation. Any agreement will provide for notification of the Director of Fish and Wildlife Department of any activity and shall not be in effect until approved by the Blackfeet Tribal Business Council.

I. Aerial Control or Capture. Game Wardens and other law enforcement officers or predator control contractors shall be allowed to hunt or capture animals from an airplane, helicopter or other aerial device while performing an official function otherwise allowable under these rules.

Section 15. Temporary Additions to Rules, Temporary Closures

The Fish & Wildlife Department may, by regulation, promulgate temporary additions to these General Rules, including a temporary prohibition on gathering, recreating, hunting, trapping, or fishing, of any particular species or in any specific area, subject to the approval of the Blackfeet Tribal Business Council.

Section 16. Wildlife Laws of the State of Montana

Tribal wildlife officials shall not require nor request compliance with any wildlife laws of the State of Montana.

Section 17. Sanitation in Bear Country

Due to the bear problems that may occur beginning in the early spring of the year and ending usually in late autumn, we are being reminded that measures need to be made to ensure the safety of all persons, and the protection and preservation of bears.

A. Definitions

(1) Bear Country - means the lands within the exterior boundaries of the Blackfeet Indian Reservation, which are designated as being normally occupied, by bears. This area is depicted on Map in *Appendix B*, referred to as Zone #2.

(2) Bear Resistant Manner - means stored in bear resistant containers, suspended at least 10 feet above ground and 4 feet from any support structure (tree trunk, etc.), unavailable due to human attendance, or any combination of these.

(3) Bear Resistant Container - means a securable container constructed of solid material. When secured and under stress the container will not have any cracks, openings, or hinges that would allow a bear to gain entry by biting or clawing. Wood containers are not considered bear resistant unless they are reinforced with metal. Locked vehicles with closed windows are considered bear resistant.

B. Food Stuffs

1) All persons shall make all food, including garbage, bird feeders, livestock and pet food (excluding hay), unavailable to bears.

2) During daylight hours all camps shall be attended or food shall be stored in a bear resistant manner.

3) During nighttime while camping, all food not in use or being prepared shall be stored in a bear resistant manner.

C. Commercially operated food businesses

1) Will ensure that any products will be disposed of or contained and closed in a way that will not attract bears.

2) There will be no dumping of food bi-products and packaging except in designated receptacles.

3) All commercial facilities that grill outdoors will be required to have a bear resistant enclosure or fence preventing bears from gaining access to such.

D. Garbage

Garbage shall not be buried while camping. Garbage shall be removed and placed in a designated garbage disposal container and properly closed.

In areas where there is a bear resistant garbage container, it will be monitored for overflow and closure.

E. Gut Piles

Big game gut piles shall be removed at least 100 yards from any camp or designated hiking trail.

F. Carcasses

Big game carcasses shall be removed from the field as soon as possible. If left overnight, carcasses shall be stored in a bear resistant manner if possible.

If a grizzly bear claims a hunter's big game carcass the hunter shall contact a Tribal Game Warden. Upon verification the hunter shall be issued a replacement big game tag.

Livestock owners shall be required to dispose of livestock carcasses in a manner that will not attract bears into conflict situations with people. Carcasses shall be removed to a remote area more than 1/2 mile from any residence, calving area, or occupied corrals. If this is not possible, the livestock owner, shall contact the Blackfeet Fish and Wildlife Department, who will arrange for removal and/or relocation of the carcass.

G. Closures

It shall be unlawful to fail to obey warning signs regarding closures due to bear danger.

H. Fines

The penalty for violating this section, notwithstanding part C, shall be One Hundred Dollars (\$100.00) per violation per day.

The penalty for Commercial Food Businesses for violating Part C of this Section shall be Five Hundred Dollars (\$500.00) per violation per day.

CHAPTER 4

GAME RULES

(Liquidated Damage Amounts are listed in *Appendix A*)

Section 1. Definition of Big Game

Big Game shall be elk, moose, whitetail and mule deer, bighorn sheep, mountain goats, mountain lions, pronghorns, and black bears. Special hunting permit seasons, limits or special conditions shall be determined in annual regulations promulgated pursuant to these rules.

Section 2. Non-Member Big Game Hunting Permits and Tags

Except if they qualify as follows, it shall be unlawful for non-members of the Blackfeet Tribe to hunt, shoot, transport, or possess big game.

A. Spouses of Members and Persons of Blackfeet Descent-Permits. Spouses of enrolled members of the Blackfeet Tribe shall be eligible for special hunting permits. The enrolled member spouse must apply for the permit. Special hunting permit seasons, limits or special conditions shall be determined in annual regulations promulgated pursuant to these rules.

B. Spouses of Members and Persons of Blackfeet Descent-Tags. An appropriate number of tags will be issued along with each permit. The tags must be affixed to the carcass until the carcass is processed.

C. Member Identification Cards and Tags. Members of the Blackfeet Tribe shall be eligible for Big Game Identification Cards. Special hunting seasons, limits or special conditions shall be determined in regulations promulgated pursuant to these rules. It shall be unlawful to fail to turn in tags as required.

D. Possession and Commerce of Animal Parts Prohibited. It is unlawful for non-members to possess, buy, sell or offer to buy or sell wildlife parts, including but not limited to Antlers, claws, teeth, paws, hides, feathers, bones, talons. Special seasons, limits or special conditions shall be determined in annual regulations promulgated pursuant to these rules.

E. Gathering and retrieving and hunting Antlers and Mushrooms

This activity is prohibited by Non-Members.

F. Special Non-Member Big Game Permits. Limited Special permits may be issued

for non-members for special Big Game hunts in designated areas. All tagged animals will be inspected by Game Warden. Special hunting permit seasons, limits or special conditions shall be determined in annual regulations promulgated pursuant to these rules.

Section 3. Transportation of Big Game

It shall be unlawful for any person to transport any big game hide, antlers, heads or carcass off of the Reservation without a transport permit. Program personnel shall issue the transport permit, provided that transport permits for bear shall be issued only after inspection of the hide or carcass by a Game Warden.

Section 4. Killing Big Game in Self Defense or In Defense of Others

If there is a demonstrable threat to human safety, a big game animal may be killed in self-defense or in defense of others, provided that it shall be unlawful to fail to report of any such killing of a big game animal to a Game Warden within (24) hours.

In the event of a wounded animal, the reporting requirements are the same as above.

Section 5. Bear Control

A. Special Bear Predator Control Measures Definitions. Control measures are the capturing of nuisance bears on tribal or private land, relocating the bear to public wild land areas, placing of nuisance bears in captivity or to euthanize nuisance bears. Nuisance bears are those which constitute a demonstrable but non-immediate threat to human safety, or who have committed significant depredations to lawfully present livestock.

B. Taking of Grizzly Bear. Any killing of a grizzly bear is to be reported to a Game Warden within (24) hours and it shall be unlawful to fail to do so. The Fish & Wildlife Director is to report each taking to the U.S. Fish and Wildlife Service.

C. Taking by Tribal Game Warden. The Fish & Wildlife Director may authorize the capture or killing of a nuisance bear. In making this determination and carrying it out, the Fish & Wildlife Director is to consider federal guidelines relating to bear control actions. The Fish & Wildlife Director shall notify the U.S. Fish and Wildlife Service of any action taken regarding a nuisance grizzly bear.

Tribal Game Wardens may pursue, capture, or collect bears for scientific or research purposes. The Fish & Wildlife Director will report each taking of a grizzly bear to the U.S. Fish and Wildlife Service.

D. Possession. Tribal Game Wardens are authorized, for scientific, research or educational purposes, to possess, deliver, carry, transport, ship, export, or receive taken bears.

E. Disposal. The Director of the Fish & Wildlife Department shall have broad discretion in the management and disposal of any problem bear as determined by the Fish and Wildlife Department.

F. Bears Other Than Grizzlies. Bears, other than grizzlies, shall be controlled in the same manner as grizzly bears except that the U.S. Fish and Wildlife Service need not be notified.

Section 6. Definition of Small Game Animals

Rabbits, squirrels, and other land animals not considered big game, are small game animals, unless they are listed as furbearers.

Section 7. Small Game Hunting by Members and Descendants

Members and descendants may hunt small game on the Blackfeet Indian Reservation subject to such conditions as may be determined by regulations promulgated pursuant to these rules.

Section 8. Small Game Hunting by Non-Members

It shall be unlawful for non-members to hunt small game on the Blackfeet Indian Reservation, unless listed in this chapter.

Section 9. Small Game Transportation Permits

Program personnel shall issue a transport permit for the taking of small game hide or carcasses off of the Reservation.

Section 10. Temporary Area or Species Closures

The Fish and Wildlife Department may establish temporary area or species closures.

Section 11. Hunting of Ground Squirrels by Non-Members

It shall be unlawful for non-members to hunt ground squirrels (*Spermophilus sps.*) on the Blackfeet Indian Reservation without a permit. Permits are subject to such conditions as may be determined by annual regulations promulgated pursuant to these rules.

CHAPTER 5

TRAPPING AND HUNTING OF FUR BEARERS

(Liquidated Damage Amounts are listed in *Appendix A*)

Section 1. Definition of Fur Bearers

Furbearers shall be lynx, wolverines, bobcats, weasels, ferrets, muskrats, beavers, pine martens, minks, wolves, coyotes, swift fox, red fox, raccoons, otters and fishers, skunks.

Section 2. Trapping and Hunting of Furbearers

A. Trapping. Members may trap fur-bearing animals on the Reservation provided they obtain a trapping permit. Trapping seasons, quotas, the cost of permits and special conditions for furbearer hunting permits shall be determined by regulations promulgated according to these rules. It shall be unlawful for members to trap without a permit.

B. Hunting. Members may hunt fur-bearing animals on the Reservation provided they obtain a permit. Hunting seasons, quotas, the cost of permits, and special conditions for furbearer hunting shall be determined by regulations promulgated according to these rules. It shall be unlawful for any member to hunt furbearers without a permit.

C. Hunting or Trapping Furbearers with a Non-Member. It shall be unlawful for any member to hunt or trap furbearers with a non-member, unless the non-member holds a special permit under the following Section. It shall be unlawful for any member to hunt furbearers without a permit.

D. Tags. Tags may be issued and shall be determined by regulations promulgated according to these rules. The tags must be affixed to the hide until the hide is processed. It shall be unlawful to fail to affix the tag. All tags must be returned within fourteen (14) days of the expiration of the permit. If tags are not returned, the holder will not be eligible for a permit for two (2) years.

Section 3. Non-Member Trapping and Hunting of Furbearers

A. Beavers. A non-member may trap beavers causing damage to his own property only after notifying a Game Warden of the problem. The Game Warden shall contact an enrolled member to trap the beaver. If no member has taken the beaver within a time period established, the Fish and Wildlife Department may issue a special permit for the non-member.

B. Other Furbearers. Except as provided in the following Section, it shall be unlawful for a non-member to hunt or trap any furbearers.

C. Spouses of Members-Permits. Spouses of enrolled members shall be eligible for special permits to hunt or trap furbearers. The enrolled member spouse must apply for, the permit. Hunting or trapping seasons, quotas, the cost of permits, and special conditions for these special permits shall be determined by regulations promulgated according to these rules.

D. Spouses of Non-Members-Tags. Non-member spouses will comply with tag requirements.

Section 4. Export Permit

Trappers and hunters of furbearers must obtain an export permit from program personnel in order to take furs off the Reservation for sale. It shall be unlawful to fail to obtain the export permit.

Section 5. Quotas for Reservation

The Fish and Wildlife Department, is authorized to consult with federal or state officials regarding the setting of quotas and distribution of tags for the trapping of bobcat and lynx, with approval of Blackfeet Tribal Business Council.

Section 6. Predator Control Measures

1. Wolves.

A. Definitions. Control measures are the capturing of problem wolves on tribal or private land, relocating problem wolves to public wild land areas, the placing of problem wolves in captivity or euthanized problem wolves. A problem wolf is a wolf that has committed depredations to lawfully present livestock.

B. Taking by Tribal Game Warden. The Fish & Wildlife Director may authorize the capture or allow a nuisance wolf to be euthanized. In making this determination and carrying it out, the Fish & Wildlife Director is to consider federal guidelines relating to wolf control actions. The Fish & Wildlife Director shall notify the U.S. Fish and Wildlife Service of any action taken regarding a nuisance wolf.

C. Possession. Tribal Game Wardens are authorized, for scientific or research purposes, to possess, deliver, carry, transport, ship, export, or receive wolves.

D. Disposal. The Director of the Fish & Wildlife Department shall have broad discretion in the management and disposal of any problem wolf as determined by the Fish and Wildlife Department.

E. Process for delisting of Wolves

(1) In the event the United States Fish and Wildlife removes the Gray Wolf from the United States' list of threatened and endangered wildlife, the Department is authorized to remove the wolf from the Tribe's list of endangered species.

(2) The department may manage the wolf as a species in need of management until the department determines the wolf no longer needs management and can be protected and managed as a game animal, thus classifying them as a Big Game animal or a furbearer.

(3) following the delisting, the department, pursuant to Chapter 3 Section 14, may control the wolves for the protection and safeguarding of livestock, if the control is consistent with a wolf management plan approved by the Department and Blackfeet Tribal Business Council.

2. Mountain Lions

Special hunting permit seasons, limits or special conditions shall be determined in annual regulations promulgated pursuant to these rules.

A. Definitions. Control measures are the capturing of nuisance Mountain Lions on tribal or private land, or euthanizing nuisance mountain lions. Nuisance mountain lions are those which constitute a demonstrable but non-immediate threat to human safety, or who have committed depredations to lawfully present livestock.

B. Taking of Mountain Lions. Any killing of a mountain lion is to be reported to a Game Warden within (24) hours and it shall be unlawful to fail to do so.

C. Taking by Tribal Game Warden. The Fish & Wildlife Director may authorize the capture of or allow a nuisance mountain lion to be euthanized.

D. Possession. Tribal Game Wardens are authorized, for scientific, research or educational purposes, to possess, deliver, carry, transport, ship, export, or receive taken mountain lions.

E. Disposal. The Director of the Fish & Wildlife Department shall have broad discretion in the management and disposal of any problem mountain lion as determined by the Fish and Wildlife Department.

Section 7. Temporary Area or Species Closures

Temporary area or species closures of trapping and hunting furbearers may be established by the Fish & Wildlife Department.

CHAPTER 6

BIRDS

Section 1. Injuring or Harassing Bird Nests

No person shall take or injure any bird or harass any bird upon its nest, or remove the nest or eggs of any bird, except as may occur in normal horticultural and agricultural practices. *Cross reference Chapter 1, definition of "harass"*

Section 2. Sale of Birds

The sale of birds or any parts of birds is prohibited, provided that parts of birds may be used in traditional crafts, and the finished article may then be sold.

Section 3. Rules Regarding Particular Birds

A. Song and Insectivorous Birds

The killing of all birds other than game birds is prohibited. It shall be unlawful for any person or persons on the Blackfeet Reservation to shoot, take, ensnare, or trap for the purpose of killing or in any other manner to injure or destroy any bird whose principal food consists of insects. Members may use the feathers of dead birds for traditional crafts.

B. Hawks and Owls - All Raptors

The hunting or harassing of all species of hawks and owls and all raptors is prohibited.

C. Eagles

The hunting or harassing of bald and golden eagles is prohibited, except as follows:

After investigation of an alleged golden eagle depredation, the Fish & Wildlife Director may request a permit from the Secretary of Interior, to take the golden eagle, and if permitted to do so, shall take the eagle and dispose of it as directed by the permit.

Section 4. Upland Game Birds

Members and descendants without a permit may hunt upland game birds. Non-members may hunt with a tribal permit.

In addition to the hunting rules specified in *Chapter 3*, it shall be unlawful for any member or non-member to fail to observe the following rules when hunting upland game birds.

A. Upland Game Bird Species

Game Species shall be sharp tail grouse, sage grouse, mountain grouse, ring-necked pheasant, and Hungarian partridge. Non-members may hunt Hungarian partridge in designated areas only.

- B. Seasons and Limits. Seasons and limits will be determined by annual regulation. Liquidated damage amounts are listed in *Appendix A*.

Section 5. Migratory Waterfowl Game Birds

Members without a permit may hunt waterfowl. Descendants must have a Federal waterfowl stamp. Non-members must have a tribal permit and a Federal Waterfowl Stamp.

In addition to the hunting rules specified in *Chapter 3*, it shall be unlawful for any member or non-member to fail to observe the following rules when hunting migratory waterfowl game birds:

A. Federal Flyway Regulations

All Federal Flyway Regulations shall apply, unless specified otherwise by regulation.

B. Hunting Methods

No person shall hunt or take migratory waterfowl game birds other than with a shotgun, 10 gauge or smaller. The use of artificial bird decoys is permitted.

C. Identification

Field dressed birds shall have one wing attached for identification.

D. Lead Shot Prohibited

The use of lead shot will be prohibited.

E. Hunting hours

No person shall hunt prior to 1/2 hour before sunrise or after 1/2 hour after sunset

Section 6. Transportation Permit

Upon the request of any hunter, the program shall issue a transportation permit for legally taken birds.

Section 7. Hunting Zones, Closures and Refuges

Hunting zones, closure of hunting for specific species and temporary area closures may be promulgated by the Fish and Wildlife Department.

CHAPTER 7

FISH

Section 1. Game Fish

The taking of other than game fish is prohibited. Game fish shall be:

All species of the genus *Esox* (Northern Pike); all species of the family Salmonidae (char, trout, salmon, grayling and whitefish); all species of the genus *Sander* (sauger and walleye); all species of the genus *Gadidae* (burbot/ling); all species of the genus *Centrarchidae* (Bass).

Section 2. Non-Member Fishing Rules

A. Stream Fishing Season

The stream fishing season for non-members shall be established by annual regulation.

B. Fishing Methods

Fish shall not be taken by any manner except with one line and pole under immediate control by a non-member.

C. Permits

Non-members must have in their possession a valid fishing permit, which MUST be presented to a Game Warden upon request, and may not be transferred. Permit fees will be determined by annual regulations. Members may fish without permits.

Section 3. General Fishing Regulations

A. **Fishing Hours.** No boat, float tube, icehouse, all terrain vehicles, snowmobiles and vehicles shall be on a lake one half hour after sunset or one half hour before sunrise. No fishing ½ hour after sunset or ½ hour before sunrise. This rule is for non-members.

B. **Fishing Methods.** No person, including members, shall catch fish by snagging, use of explosive compounds or any corrosive or narcotic poison or by use of a gill net or seine, except as specially provided for by Fish & Wildlife Department, under special circumstances.

(1) It is unlawful to snag fish as defined in Chapter 1 Section 4

(2) Penalties will increase during spawning season

C. Introduction of Fish. No person, including members, shall empty minnow buckets or fish with live bait or unprocessed fish eggs in all waters of the Reservation.

D. Chumming. No person including members, shall use chopped fish or introduce into any water any food substance or matter that may concentrate or attract fish.

E. Ice Fishing Holes. No person, including members, may cut holes of more than twelve (12) inches in diameter for ice fishing.

F. Ice Fishing Houses. No person including members, shall allow an ice fishing house to be frozen on any lake, fail to identify an ice-fishing house, or leave an icehouse on a lake for a period longer than **48** hours.

G. Seasons and Limits. Seasons and limits will be determined by annual regulation. Liquidated damage amounts are listed in *Appendix A*.

H. Measuring of Fish. It shall be unlawful to filet or otherwise process any fish in possession at any lake or stream in a manner that would prevent a Game Warden from a proper measurement.

(1) The legal measuring method is tip of head to tip of tail, (tip to tip)

I. Vehicles falling through the ice. Any motor or recreational vehicle that falls through the ice shall be subject to environmental assessment, clean up costs and fine to the owner.

J. Human Waste. It is unlawful to urinate or defecate within the high water mark of any stream or lake; this also includes the ice on the lakes and streams.

K. Littering. It shall be unlawful to litter in or on the lake or shoreline and campsite.

L. Bull Trout. It shall be unlawful to take or be in possession of Bull Trout (Exception of Duck Lake)

M. Netting of fish. Netting of fish is prohibited without a permit for whitefish. Limits and restrictions shall be determined in the annual regulations.

Section 4. Transportation Permit

Upon the request of any fisherman, the Department shall issue him/her a transportation permit for legally taken fish.

Section 5. Fishing Derbies or Contests

Any Member organizing or sponsoring a fishing derby or contest shall provide the Fish and Wildlife Department with fourteen (14) calendar day's notice of the planned event. A tribal fishing permit requirement may be waived for the derby only. A cash deposit will be required to ensure clean up of the site after the event. Non-Members are not authorized.

Section 6. Temporary Species and Area Closures

Temporary species closures may be established by annual regulations. The Fish and Wildlife Department may declare any stream or lake closed to fishing for a period up to fifteen (15) days in order to protect fish recently introduced. Other area fishing closures may be established by regulation.

CHAPTER 8

OUTFITTERS

Section 1. Definitions

- A. "License Year" means that period commencing January 1 to ending of December 31 of the same year.
- B. "Member" means enrolled member of Blackfeet Tribe.
- C. "Non-Member" means anyone that is not an enrolled member of the Blackfeet Tribe.
- D. "Outfitters" means any person who: (a) engages in the business of outfitting for hunting Big Game, waterfowl and Hungarian partridge and fishing parties, as the term is commonly understood; (b) is an enrolled member of the Blackfeet Tribe; (c) for consideration provides any saddle or pack animal or personal services for Big Game Hunting, fishing parties, eco and ethno-tourism, or camping equipment, vehicles, or other conveyance, or for any non-member to photograph any game or to fish.
- E. "Professional Guide" means a member who is an employee of an outfitter and who furnishes only personal guiding services in assisting a non-member to hunt or take game animals or fish and who does not furnish any facilities.
- F. "Participant" means a non-member using the services offered by a licensed outfitter or professional guide.
- G. "Council" means the Blackfeet Tribal Business Council.
- H. "Department" means the Blackfeet Fish and Wildlife Department.

Section 2. Determination of What Constitutes Consideration

The providing of services, property, or equipment mentioned in definitions under "Outfitters" or the advertising of services to assist persons to hunt, pursue, or take wildlife or to fish, for consideration, provides any saddle or pack animal or personal services for Big Game Hunting, fishing parties or camping equipment, vehicles, or other conveyance, eco-tourism, or for any non-member to photograph any game or to fish, shall be presumed for consideration.

Section 3. Responsibility for Violation of Law

A. Any person accompanying a hunting or fishing party as an outfitter or agent or employee of such outfitter shall be equally responsible with any person or party employing him as an outfitter, for any violation of fish and game laws. Any such outfitter or employee of such outfitter who shall willfully fail to or refuse to report any violation of fish and game laws shall be liable to the penalties as herein provided. If any professional guide commits any violation of the laws or applicable regulations relating to Fish and Wildlife, or guides with actual or implied knowledge of such violation, by his participants, the outfitter who employed the guide is also legally responsible for such violation for all purposes under the laws or regulations if the outfitter fails to report any such violation to proper authorities.

B. No person may hire or retain any outfitter or professional guide unless the outfitter or professional guide is currently licensed in accordance with the laws of the Blackfeet Tribe.

Section 4. License Requirements

A. No person may act as an outfitter or professional guide or advertise as an outfitter for the Blackfeet Indian Reservation without first securing a license in accordance with the provisions of this part.

B. Whenever an outfitter enters a contract with any person, the outfitter shall keep and submit records as required by the Department.

C. Outfitters will hire and train only enrolled members or descendants of the Blackfeet Tribe as Professional Guides.

D. Each Outfitter or Professional Guide will accompany no more than two participants per Outfitter or Professional Guide at any one time while hunting or fishing.

E. Outfitters will furnish liability insurance covering himself, his employees, and participants while assisting participants as follows: Property damage, \$10,000.00 per accident, \$100,000.00 per person/ incident and \$300,000.00 for more than three people per incident.

F. Outfitters and their employees may not shoot, kill; take game animals or fish for or in competition with those employing them while acting under employment as an Outfitter or Guide.

G. Outfitters utilizing lands under the control of the United States Government or the Blackfeet Tribe shall obtain the proper permits required by the Government Office or Tribal

Department responsible for the area in which the Outfitter intends to operate and shall comply with environmental protection standards established for these lands.

H. An Outfitter may not willfully misrepresent his facilities, price, and equipment, services or hunting or fishing opportunities.

I. Outfitters and their employees shall take every reasonable measure to provide their advertised services to their clients.

J. Outfitters will not acquire exclusive rights to lands and waters that would restrict other member outfitters from having a fair and equitable opportunity to do so.

Section 5. Outfitter Qualifications

Each applicant for and holder of an outfitters license or any renewal thereof shall, in the opinion of the Council meet the following requirements:

A. Be a person of at least 18 years of age who is physically capable and mentally competent to perform his (her) duties as an outfitter.

B. Own or hold under written lease the equipment and facilities as are necessary to provide the services advertised, contracted for, or agreed upon between the Outfitter and his (her) clients (all equipment and facilities shall be subject to inspection at all reasonable times and places by the Department or its designated agent);

C. Be a person who has demonstrated a respect for and compliance with the laws of the Blackfeet Tribe, of the United States and all rules promulgated hereunder as to matters of Fish and Game;

D. Have not been convicted or forfeited a bond of \$100.00 or more on more than one violation of the fish and game laws or applicable regulations for any Tribe or the United States within the past five (5) years;

E. Have not, at any time, practiced fraud, deception, or material misrepresentation in procuring any previous outfitter's or professional guide's license;

F. Have not, at any time promulgated any false or misleading advertising relating to the business of outfitting;

G. Have not been adjudged by a court of law guilty of any substantial breach of written or oral contract with any person utilizing the applicant's services as an outfitter or professional guide during the license year immediately preceding that for which the

application is made;

H. Have not committed any negligent act or misconduct while acting as an outfitter or professional guide that caused a danger or unreasonable risk of danger to person or property of any client of such outfitter or professional guide during the license year immediately preceding that for which the application is made;

I. No person may apply for or hold an outfitter's license during any period of time in which a sentence has been deferred or suspended for a conviction within 5 years;

J. Have substantially complied with all department regulations and Tribal and Federal laws concerning outfitters and professional guides, if the applicant has previously held a license as an outfitter or professional guide.

Section 6. Professional Guide's Qualifications

An applicant for a Professional Guide's License shall meet the following requirements:

A. Be a member or descendant of the Blackfeet Tribe of at least 18 years of age who is physically capable and mentally competent to perform the duties of a professional guide;

B. Be endorsed and recommended by an outfitter with a valid Blackfeet Tribal license;

C. Have not been convicted or forfeited bond of \$100.00 or more on more than one violation of the fish and game laws or applicable regulations of the Blackfeet Tribe or the United States, within the past five (5) years.

D. Have not committed any gross negligent act or misconduct while acting as a guide that caused an accident or injury to person or property of any client of an outfitter during the license year immediately preceding that for which the application is made;

No person may apply for or hold a professional guide's license during any period of time in which a sentence has been deferred or suspended for a conviction within 5 years.

Section 7. Application

A. Each applicant for an outfitter's or professional guide's license shall make application for license upon a form to be prescribed and furnished by the Department which shall include:

1. The applicant's full name, residence, address, driver's license number, birth date, physical description, and telephone number. The applicant shall also furnish a

photograph of his (her) self;

2. The address of his (her) principal place of business;

3. The amount and kind of property and equipment owned and used in the outfitting business of the applicant, if an outfitter's license application is involved;

4. The experience of the applicant, including years of experience as an outfitter or professional guide, knowledge of areas in which he has operated and intends to operate, and ability to cope with weather conditions and terrain;

5. A signed statement of the licensed outfitter by whom the professional guide is to be employed that the professional guide is in fact to be employed by such outfitter and stating that the outfitter recommends the applicant for his qualifications;

6. An affidavit by the outfitter to the Department that the equipment listed on the application is in fact is owned or leased by the applicant, is in good operating conditions, and is sufficient and satisfactory for the services advertised or contemplated to be performed by such applicant.

B. Application for outfitter's license shall be in the name of an individual person only. Any revocation of suspension of such a license is binding upon the individual person of which the license was originally issued.

C. Application shall be made to and filed with the Department.

D. Only one application for an outfitter's or professional guide's license may be made in any one license year. If any application is denied, subsequent application by the same applicant for the license year involved are void.

Section 8. Outfitter's Examination

Each applicant for an outfitter's license shall pass a standard examination administered by the Director or an agent designated by him, which examination shall require general and sufficient knowledge displaying and indicating ability to perform the services contemplated with efficiency and with safety to the health and welfare of persons employing such services. The examination shall test the applicant's knowledge of subjects, which shall apply to the type of license applied for in the following subjects:

A. Tribal and federal fish and game laws;

B. Practical woodsmanship;

C. General knowledge of game fish and big game;

- D. Field preparation of trophies;
- E. Care of game meat;
- F. Use of outfitter's gear as listed on the application;
- G. Knowledge of the Blackfeet Reservation;
- H. Knowledge of Firearms;
- I. Knowledge of federal and tribal regulations as applicable to outfitting;
- J. First Aid and CPR;
- K. Boat Safety;
- L. Water Safety;
- M. Care and Safety of Livestock.

Section 9. Quotas and Fees

A. The Tribal Council shall determine how many outfitters' licenses will be awarded and the license fee for outfitter's and professional guides. (\$500.00 and \$50.00 presently).

Section 10. Investigation of Applicant - Issuance of Denial and Renewal

A. The Department may deny or refuse to issue any new license or to renew any previous if, in their opinion, the applicant does not meet the qualifications.

B. A license in good standing is entitled to a renewal upon complying with all provisions of the Blackfeet Code and completing an application for license renewal on or before December 1, prior to the license year. Application for renewal must be accompanied by certified check payable to the Blackfeet Fish and Wildlife Department for the license fee. Renewals are exempt from taking the writing examination.

C. An outfitter licensee must make an application for license renewal on or before December 1, prior to the license year for which he/she is requesting renewal. A penalty fee of \$50.00 will be charged in addition to the regular outfitter's license fee if the application for such license is not completed and made by December 1, as stated above. The subsection does not apply to a new applicant for an outfitter's license.

Section 11. Kinds of License

A. After receipt of the application and when all conditions and requirements of this part have been satisfied, the Department may issue one of the following licenses, depending upon their determination of the applicant's ability and service that the applicant can perform with the equipment listed on his/her application:

1. A general license authorizing him/her to perform all the functions of an outfitter as Tribal law allows at the present time, such as outfitting for fishing,

waterfowl hunting and upland bird hunting and Big Game hunting;

2. A special license authorizing him/her to perform only the function of outfitting listed on the license;

B. The license shall be in the form prescribed and shall be valid for the licensing year in which issued.

C. If the application is denied, the director shall notify the applicant in writing of the reasons for the denial.

Section 12. Grounds for Suspension or Revocation of License

Every license may be suspended or revoked upon any of the following grounds:

A. Having ceased to meet all of the qualifications for holding a license.

B. Fraud or deception in procuring a license.

C. Fraudulent or untruthful or misleading advertising.

D. Two convictions or bond forfeitures for violation of the Blackfeet Tribal Fish and Game or Outfitting Laws of regulations within any five (5) year period.

E. A substantial breach of any contract with any person utilizing the services of the license holder provided that such breach is established as a matter of final judgment in a court of law.

F. The willful employment of an unlicensed professional guide by an outfitter.

G. Negligence or misconduct while acting as an outfitter or professional guide that cause an accident or injury to person or property of any client of such outfitter or professional guide.

Section 13. Procedure for Suspension or Revocation of License

Proceedings for the revocation or suspension of a license issued hereunder may be taken upon charge at recommendations of any person. All such charges or recommendations must be made in writing, must state the facts upon which such charge or recommendation is based, and must be signed and sworn to by the person making the charge. Any such charges shall be filed with the Department. Thereupon, the Director shall initiate a preliminary investigation of all facts in connection with the charge.

If the accusation is deemed to be unfounded or trivial, the Director shall dismiss the same and will advise the licensee charged and the complaining party of the action. Should the Director determine the charge to have good cause and to be sufficiently founded, a copy of all information shall be transmitted to the Blackfeet Tribal Land Board. The Director shall, within thirty- (30) days after the date of transmittal, set a date for the department to conduct a hearing on such charges. The Director shall notify both the outfitter or professional guide and the person making the accusation of the date, time and place of the hearing by certified letter. After a full and impartial hearing before the Fish and Wildlife Department, the Department may suspend the license for a period not to exceed three (3) years, may order the license revoked, or may dismiss the charge based on the facts shown at the hearing. A revoked or suspended license may be re-issued or reinstated at the direction of the Department.

Section 14. Appeal Procedure

Any person who feels aggrieved by the suspension or revocation of a license as an outfitter or professional guide may appeal to the Blackfeet Tribal Business Council within thirty- (30) days after the suspension or revocation.

Section 15. Enforcement

The Blackfeet Tribal Game Wardens shall enforce this part.

CHAPTER 9

HABITAT PROTECTION, ENHANCEMENT AND SPECIAL MANAGEMENT AREAS

Section 1. Inspection of Habitat. Game Wardens are to continuously inspect available wildlife habitat on tribal lands to ensure that it provides adequate food, water supply, and other factors necessary for optimum wildlife production. The program shall report to the Blackfeet Tribal Business Council regarding any habitat that needs protection or improvement.

Section 2. Visual Quotient. In evaluating the effect of any development on tribal or private lands on wildlife habitat, the Department will consider the effect of the proposed development on the visual aesthetics of the area.

Section 3. Development of Tribal Lands. The Fish and Wildlife Department may recommend to the Council that development activity on particular tribal lands be restricted or that the leasing or permitting of particular tribal lands be discontinued for a specific period of time, in order to prevent the destruction or improve the restoration of wildlife habitat.

Section 4. Private Lands. At the discretion of the Council, the Tribe may provide landowners who do not post their lands to prohibit hunting and fishing, with labor, materials and plants for habitat improvement projects and wildlife for stocking in lands and waters under the control of the landowner.

Section 5. Regional Habitat Planning. The Fish and Wildlife Department is authorized to direct the participation by the Tribe in regional habitat planning coordination by the federal agencies of the United States and appropriate Canadian agencies, provided that all written agreements shall be submitted to the Council for approval.

Section 6. Pesticides. The use of any specific pesticide or herbicide within the Reservation may be prohibited by regulation if the Fish and Wildlife Department determines that its use is detrimental to the survival of wildlife.

Section 7. Western Boundary Special Management Area Boundaries

The following areas shall be under special management:

Previous Special Management Area

Beginning at the point where the Canadian Border meets with the road known as North Fork or the Galbreath Ranch. Continuing south to the intersection of Montana Highway 464, or Duck Lake road, Continuing south to Browning and the junction of U.S. Highways 2 & 89, continuing south to the junction of BIA Route 1, continuing south through the community of Heart Butte, continuing south and east to the bridge that crosses Birch Creek on the road known as Seven Mile Lane, thence, west along Birch Creek to Swift Dam thence north continuing along the Reservation's western boundary to the Canadian line thence east to the point of origin.

Special Management Area

Beginning at the point where the Canadian Border meets with the road known as North Fork or the Galbreath Ranch. Continuing south to the intersection of Montana Highway 464, or Duck Lake road, Continuing south to Browning and the junction of U.S. Highways 2 & 89, continuing south and east of Browning to the junction where US Highway 89 splits southeast, to the Reservation's Southern Boundary at Birch Creek thence, west along Birch Creek to Swift Dam thence north continuing along the Reservation's western boundary to the Canadian line thence east to the point of origin. This is referred to as **Zone #2**. The closed areas will be labeled **Zone #1** and **Zone #4**. All are referenced on the map in *Appendix B*

Special Management Area (contingent to acquisition of the Blackfeet Unit)

Beginning at the point where the Canadian Border meets with the road known as North Fork or the Galbreath Ranch. Continuing south to the intersection of Montana Highway 464, or Duck Lake road, Continuing south to Browning and the junction of U.S. Highways 2 & 89, continuing south and east of Browning to the junction where US Highway 89 splits southeast, to the Reservation's Southern Boundary at Birch Creek thence, west along Birch Creek to Swift Dam and to include the Blackfeet Unit/Ceded Strip of the Lewis & Clark National Forest, continuing at the Reservation Boundary southwest of the community of East Glacier, thence north continuing along the Reservations western boundary to the Canadian line thence east to the point of origin. This area will be referred to as **Zone #5**.

Special Management Area defined

All Blackfeet Aboriginal (Pikuni) territory.

Section 8. Special Management Conditions.

The Fish and Wildlife Department may establish special Management Conditions for all or any portion of the Western Boundary special management area. The Fish & Wildlife Director shall be responsible for posting and maintaining signs notifying all persons of any special conditions established for any particular area.

Section 9. Year Around Hunting Management Area.

This area shall be designated as **Zone #3**.

A. Limits Open to hunting year around with a limit one (1) big games species per member per year.

B. Shooting Females out of season Members are to observe the seasonal restrictions of when female animals may be taken.

C. Shooting big game during Bow Season Members will be restricted to bow hunting in this zone during such season.

Hunting zones, closure of hunting for specific species and temporary area closures may be promulgated by the Fish and Wildlife Department in the annual regulations.

CHAPTER 10

PERMIT PROCEDURES

Section 1. Form and Contents of Permits; Duplicate Permits; Period of Validity.

A. Permits shall be prepared by the Program and furnished to the dealers authorized to issue permits. The permit shall be issued in the name of the Blackfeet Tribe. Each permit shall be signed by the permittee in ink on the face thereof and any permit not so signed is invalid.

B. It shall be unlawful, except as provided by the Fish and Wildlife Department for any person to apply for and sign as a permittee in any one permit year more than one original permit for any particular purpose. The department may issue a duplicate permit, provided that the person requesting such duplicate permit furnishes the information deemed necessary. A fee to be determined by regulation shall be collected for each duplicate permit issued.

Section 2. Permit Agreements Required.

All non-member persons, who wish to purchase a permit issued by the Department shall be required to sign a PERMIT AGREEMENT before any such permit shall be issued. The PERMIT AGREEMENT shall be signed in duplicate by the applicant in the presence of the permit dealer who will issue the permit(s), or his agent, and such dealer or agent shall then sign the agreement in the space provided and enter the serial number(s) of the permit(s) to be issued in the space provided for that purpose. The agent shall then give one copy of the agreement to the applicant and retain one copy. The permit dealer shall give the copy to the Program. The Fishing permit/license is acceptable as a permit agreement.

Section 3. Non-Member Permit Agreement Form

Non-Member Permit Agreements shall take the following form:

NON-MEMBER
PERMIT AGREEMENT FORM
(Excluding Fishing permit)

I, _____, hereby apply for a permit or permits to _____ on the Blackfeet Indian Reservation, and I agree, as consideration for the granting of such permit(s), that the following terms and conditions govern my use of the permit(s), my presence on the Blackfeet Reservation, and my use of tribal resources and services:

1. I agree to obey all tribal laws, rules and regulations.
2. I consent to the jurisdiction of the Blackfeet Tribal Court as the forum for the resolution of any disputes arising from my presence on the Reservation and/or use of tribal resources and/or services.
3. I understand that permission for me to enter the Blackfeet Indian Reservation is conditioned on my obedience of tribal laws, rules and regulations makes me a trespasser and may subject me to arrest, tribal and federal action, expulsion from the Reservation, and seizure of property as security for payment of potential financial obligations to the Tribe.
4. I understand that willfully using tribal resources or services contrary to the terms of tribal law, rules and regulation constitutes theft of tribal assets and is a violation of tribal and federal law.
5. I understand that federal law prohibits the interstate transportation of fish or wildlife unlawfully taken on the Reservation.
6. I agree to be bound by the liquidated damages provisions of tribal law in the event that I am found liable to the Blackfeet Tribe for violation of tribal law.
7. I have read and understand the above terms and agree to be bound by them.

Signature of Applicant

Section 4. Special Permit Forms for Spouse of Member

Forms for special permits for spouses of a member shall be the same as for members, except that the applicant must identify the member spouse by name and enrollment number and is a resident of the Blackfeet Indian Reservation for the previous six months prior to permit application. Applicant will be required to attach acceptable proof of marriage and residency.

Permit Agreements shall take the following form:

SPOUSE OF TRIBAL MEMBER PERMIT AGREEMENT FORM

I, _____, hereby apply for a permit or permits to _____ on the Blackfeet Indian Reservation, and I agree, as consideration for the granting of such permit(s), that the following terms and conditions govern my use of the permit(s), my presence on the Blackfeet Reservation, and my use of tribal resources and services:

1. I agree to obey all tribal laws, rules and regulations.
2. I consent to the jurisdiction of the Blackfeet Tribal Court as the forum for the resolution of any disputes arising from my presence on the Reservation and/or use of tribal resources and/or services.
3. I understand that permission for me to hunt the Blackfeet Indian Reservation is conditioned on my obedience of tribal laws, rules and regulations makes me a trespasser and may subject me to arrest, tribal and federal action, and seizure of property as security for payment of potential financial obligations to the Tribe.
4. I understand that willfully using tribal resources or services contrary to the terms of tribal law, rules and regulation constitutes theft of tribal assets and is a violation of tribal and federal law.
5. I understand that federal law prohibits the interstate transportation of fish or wildlife unlawfully taken on the Reservation.
6. I agree to be bound by the liquidated damages provisions of tribal law in the event that I am found liable to the Blackfeet Tribe for violation of tribal law.
7. I have read and understand the above terms and agree to be bound by them.
8. I am a resident of _____, and have resided there for _____ years.
9. I will be applying for my permit under my spouses Name and enrollment number:
_____, # _____.

Signature of Applicant

Section 5. Possession of Permits

It shall be unlawful for any non-member person to fail to have the permit in his possession while undertaking the permitted activity, for hunting, fishing and any outdoor and recreational activities.

CHAPTER 11

ENFORCEMENT

Section 1. Jurisdiction

Except as otherwise provided by this Code, the Blackfeet Tribe, of the Blackfeet Indian Reservation, through its Tribal Council, Tribal Court, and such other Tribal entities as are designated by Tribal law, shall have absolute, original, and exclusive jurisdiction to regulate and adjudicate all matters pertaining to wildlife found on all lands on the Reservation, whether resident or migratory, native or introduced, and all matters pertaining to the recreation resources of the Reservation.

Section 2. Penalties

A. Maximum Civil Penalties. Any person violating any rule or regulation shall be liable for a civil fine. Member hunting and fishing privileges may be suspended upon conviction of a Fish and Wildlife regulation.

B. Determination of Liquidated Damages:

1) The Fish & Wildlife Department shall prepare, and at least once per year shall review, and as necessary, revise, *a schedule of Liquidated Damage Amounts, Attachment Appendix A*, calculated to closely approximate the cost of providing equitable restitution to the Tribe for the damage which would be caused by each violation of each rule or regulation. In calculating these Liquidated Damage Amounts, the Fish & Wildlife Department may consider, in addition to any other factors they reasonably deem relevant:

- (a) The cost to the Tribe of producing and/or protecting the resource.
- (b) The cost of replacing or restoring the resource.
- (c) The costs of enforcement, including the overall cost and costs Particularized to individual violations where appropriate.
- (d) The loss to the Tribe of license revenues.
- (e) Damages for Trespass.

2) The Fish & Wildlife Department shall refer to the proposed schedule as a regulation to the Council for approval.

3) The Fish & Wildlife Department shall publish the schedule of Liquidated Damage Amounts, and cause it to be made available to the public at all license outlets.

Similar penalties will apply for similar violations in the Blackfeet Law and Order Code.

C. Liquidated Damages Presumption

1) Since in most instances the exact amount of damages caused to the Tribe by a particular violation of this Code will be difficult or impossible to determine, it shall be presumed by the Court adjudicating a complaint for violation of this Code that the amount fixed by the schedule of Liquidated Damages Amounts represents the damages owed to the Tribe as restitution if the defendant is found to be liable. This presumption may be rebutted by competent evidence which shows to a substantial certainty that the amounts indicated by the schedule of Liquidated Damage Amounts is so excessive in a particular case as to be punitive.

2) All non-members, shall be deemed to have consented to the liquidated damage provisions of this Code by their entry, with notice, onto the Reservation, and where applicable, by their application for tribal permits.

D. Punitive Damages

1) Nothing in this Code shall be deemed to preclude the Tribe, through its counsel, from praying for and being awarded punitive damages in any complaint filed for a violation of the rules and regulations wherein it is alleged that the violator has committed the acts constituting the violation wantonly, willfully, or maliciously.

2) The court, in assessing punitive damages, shall determine their amount in the same manner in which it would determine punitive damages in any other civil action.

E. Contempt. All defendants to actions brought under this Code, whether member or non-member, shall be subject to the civil contempt power of the Blackfeet Tribal Court, and may be sanctioned by any means provided for in the Blackfeet Tribal Code for civil contempt, including, but not limited to imprisonment to compel compliance with a lawful court order.

F. Revocation of Permit. In addition to other penalties, the judge may revoke the violator's permit and require that the violator not be eligible for further permits under these rules for any period up to five (5) years.

G. Revocation of Permits or Leases for the Use of Tribal Lands. In addition to other penalties, the judge may request the Land Board to begin cancellation procedures for any lease or permit for the use of tribal lands owned by the violator, provided that the lease provisions clearly state that violation of these rules or regulations may subject the permittee or leasee to cancellation procedures.

H. Expulsion. Nothing in these rules shall be deemed to preclude the use of remedy of expulsion of non-members for violation of these rules and regulations and any authorized officer may follow the procedure provided by tribal law to initiate an action for expulsion in addition to or in lieu of any other enforcement procedure provided for in these rules.

Section 3. Notice

A. Signs shall be posted conspicuously along the boundaries of the Reservation and at all major roadway points of entry putting the public on notice that:

1) Permission to enter is conditioned on consent to Blackfeet Fish and Wildlife regulations regarding fishing, hunting and recreational activities.

2) Visitors must inquire locally for permits and recreation information.

B. Roadway signs shall be of sufficient size and placement to enable motorists to read them.

Section 4. Authorized Officer

The Tribal Game Wardens (commissioned) shall hold primary responsibility for the enforcement of these rules and regulations. At the request of a Game Warden, officials of the U.S. Fish and Wildlife Service, Bureau of Indian Affairs Law Enforcement Officers and all other law enforcement personnel commissioned to enforce laws on the Reservation, may assist with the enforcement of these regulations.

Any authorized officer may, in addition to exercising any other powers granted by this Code:

A. Execute warrants issued for the arrest of violators of these rules and regulations.

B. Execute search warrants issued by the Tribal Court in matters arising under these rules and regulations.

C. Serve subpoenas or other legal documents issued in matters arising under these rules and regulations.

D. Seize any wildlife or fish held in violation of these rules and regulations.

E. Arrest with or without a warrant, any member whom he personally knows to be in violation of these rules and regulations.

F. All applicable conveyances and packages defined in *Chapter 11, Section 9, Searches and Seizures*.

Section 5. Civil and Criminal Procedure

Except as otherwise provided in this Code, the Civil and Criminal Procedure Codes of the Blackfeet Tribe, shall govern all questions of procedures arising as a result of the enforcement of these rules and regulations.

A. Civil Complaints. Except as otherwise provided in these rules, all matters arising under these rules and regulations shall be adjudicated in the Blackfeet Tribal Court following the filing of a civil complaint naming the Blackfeet Tribe as plaintiff, by the authorized officer alleging the violation, or by the prosecutor for the Tribe.

B. Representation of the Tribe in Actions Arising Under these Rules and Regulations. The Tribal Prosecutor or, in the case of conflict of interest, such other counsel for the Tribe as the Tribal Council may designate shall represent the Tribe in all actions arising under this Code to which the Tribe is a party, whether such actions are civil or criminal.

Section 6. Proof of Identity

A. Failure to Offer Proof of Identity. It shall be unlawful for any person reasonably suspected of violating this Code who is able to offer proof of his identity to willfully refuse to do so to an authorized officer who, after identifying himself as such, demands such identification.

B. Probable Tribal Member. Any person who an authorized officer reasonably believes to have violated this Code and who refuses to or cannot identify himself, may, if the officer has reasonable grounds to believe he is a tribal member, be arrested and transported to the Tribal jail pursuant to Tribal law governing the arrest of persons for citable offenses or may be subject to the Field Bond Procedures of these rules. The complaining officer shall issue and file a Notice to Appear according to the procedures of these rules, substituting for the suspected violators name a fictitious name such as John Doe.

C. Probable Non-Member. Any person who an authorized officer reasonably believes to have violated this Code and who refuses to or cannot identify himself may, if the officer does not have reasonable grounds to believe that such person is a tribal member, be arrested and transported according to the procedures provided by Tribal law for the initiation of federal prosecution or expulsion and/or may be subject to the Field Bond Procedure provided by the Code. The complaining officer shall initiate such federal prosecution and/or expulsion

and/or issue and file a Notice to Appear according to the procedures of this Code, substituting for the suspected violator's name a fictitious name such as Joe Doe.

D. Determination of True Name. Upon determination of the true name of any defendant designated by a fictitious name in a complaint, the complaining officer or the prosecutor for the Tribe shall amend the complaint to reflect the defendant's true name.

Section 7. Enforcement Procedures: Tribal Members

If after identification the suspected violator is determined to be a tribal member, the officer shall issue him a Notice to Appear and release him unless:

A. The Field Bond Procedures of these rules are applicable, in which case they shall be instituted before his release, or unless,

B. The specific offense with which he is charged provided for his arrest, in which case the officer shall arrest him pursuant to the procedures provided by the Criminal Code.

Section 8. Enforcement Procedures: Non-Members

A. If, after identification, the officer determines that the suspected violator is not a tribal member; the officer shall issue to him a Notice to Appear for the violations alleged, and, if appropriate, implement the Field Bond Procedures of these rules. The officer may also detain arrest and transport the non-member suspected violator for expulsion and/or for federal or State prosecution as provided by the Criminal Code.

B. The suspected violator shall sign the Notice to Appear and if not arrested for expulsion or federal or state prosecution shall be released.

Section 9. Searches and Seizures

A. Any authorized officer may, without a search warrant, search any aircraft, watercraft, wagon, cars, trucks, recreational vehicles, box, game bag, locker, tool box, barrel, ice chest, ice house, camper, camper shell, trailer, backpack, bedroll, sleeping bag, or other container or package, belonging to a member or non-member, if the officer has probable cause to believe that wildlife or parts thereof taken in violation of this Code, or the instrumentalities of such illegal taking, are contained therein.

B. This section shall not be construed to permit the warrant less search of any non-mobile dwelling house or any outbuilding within the immediate area.

C. Any authorized officer may inspect all wildlife taken, possessed, or transported on the Blackfeet Reservation, and may seize as evidence all wildlife which such officer has

probable cause to believe has been taken, possessed or transported in violation of this Code, and any object which the officer has probable cause to believe has been used as the instrumentality of such illegal taking, possession, or transportation.

Section 10. Notices to Appear

A. Notices to Appear constitute the basis for the filing of a civil complaint. The issuing officer shall file one copy of the Notice to Appear with the Tribal Court.

B. A Notice to Appear shall inform the suspected violator of the violation charged, the alleged location, date and time of the violation, and the location, date and time of the hearing set to determine his liability for the acts charged.

C. A trial, to adjudicate civil actions initiated by issuance of Notices to Appear, for all Violations of this Code shall be held within one hundred eighty (180) days of the initial appearance, unless defendant waives his right to a speedy trial.

D. If the person issued a Notice to Appear is to be cited and released he must sign the Promise to appear located on the Notice to Appear. Any member who fails to sign the Promise to Appear may be arrested and transported to Tribal jail pursuant to Tribal law governing the arrest of suspects on citable offenses, or shall be subject to the Field Bond Procedures of these rules. Any person determined not to be a member who fails to sign the Promise to Appear shall be subject to the Field Bond Procedures of these rules.

E. Notices to Appear shall inform the person cited that failure to appear at the hearing set for adjudication of the complaint against him will result in the entry of a default judgment against him and forfeiture of bond money or an arrest warrant for failure to appear, which shall be a separate offense under this section.

F. Citation. Rules shall be cited as FWR - Chapter number - section and subsection numbers, for example FWR 3-2-A. Annual Regulations shall be cited as FWA - section and subsection numbers, for example FWA 7-A-1.

Section 11. Field Bonds

A. Field Bond Procedures. If a suspected violator:

- Refused to sign the Promise to Appear or Notice to Appear, or
- Cannot be, or refused to be, identified, or
- Is not a member and is not a permanent resident of the Reservation,

AND if the Officer determines that:

1) Seizure of suspected violator's property is directly necessary to secure the important Tribal interest of guaranteeing the presence within Tribal jurisdiction of sufficient assets of the suspected violator to secure payment of restitution to the Tribe for any damages determined by the Court to have resulted from violation of this Code; and,

2) There is a special need for prompt action because it is likely that the suspected violator will leave the Reservation and the jurisdiction of the Blackfeet Tribe with his property and not return, then the Officer may demand that the suspected violator post a bond in an amount equal to the sum of the Liquidated Damage Amounts for the violations the Officer has alleged in the Notice to Appear.

In any case in which the Officer has reasonable grounds to believe that the delay caused by the Field Bond could:

- 1) Jeopardize the safety of the Officer, or
- 2) Lead to a breach of the peace, or
- 3) Cause the Officer to lose the opportunity to seize bond property, or
- 4) Give the suspected violator the opportunity to flee the jurisdiction of the Tribe, the Officer may seize bond property first and then issue a BOND NOTICE.

B. Field Bond Notices. In all cases where it is feasible, the Officer shall prepare and issue a Bond Notice to a suspected violator, allow him to read it, and have him sign a copy of the Bond Notice before the Officer takes possession of any bond property. Bond Notices shall be prepared in duplicate and the Officer with the copy of the Notice to Appear shall file the copy signed by the suspected violator. Bond Notices shall contain the name and address of the suspected violator, the serial number of the Notice to Appear that has been issued, the date, and the signature and identification number of the issuing Officer, and such other information as the Fish and Wildlife Department deems necessary.

The Bond Notice shall inform the suspected violator of:

- 1) The Officer's authority under these rules to demand and, if necessary, seize bond property;
- 2) The violations alleged and the Liquidated Damage Amount for each, and the total amount;
- 3) The alternative methods of posting bond as set forth in this Code;
- 4) The fact that property bond may be redeemed at any time during normal business hours at the Fish and Wildlife Program Office by the posting of a cash bond,

or payment of damages, but that post judgment redemption must occur, if at all, within 10 days of the entry of the judgment unless an appeal is filed.

C. Bond Alternatives.

1) The suspected violator may post a cash bond in the specified amount with the Office.

(a) Upon receipt of the cash bond, the Officer shall prepare a bond receipt for the amount received, which shall be on the official form provided by the Fish and Wildlife Program for that purpose and which shall contain the name of the suspected violator, the serial number of the Notice to Appear issued to him, the date, the bond amount, and the signature and ID number of the issuing Officer. One copy of the Bond Receipt shall be issued to the suspected violator.

(b) The suspected violator shall sign the Bond Receipt and the Officer shall retain and file a signed copy with the filed copy of the Notice to Appear.

(c) The Officer may accept cash, a personal check or any other additional cash form of payment only as provided for by regulation of the Fish and Wildlife Department, and under such conditions as provided by those regulations.

(d) If the suspected violator is found not to be liable to the Tribe after a trial or a hearing, the bond amount shall be returned in full. If he is found liable after a trial or a hearing, or by default due to failure to appear, the bond shall be applied in satisfaction of the judgment, and any excess shall be returned to him.

2) Property Method. The suspected violator may post a bond with the Officer, any property which the Officer reasonably believes is valued at an amount at least equal to the required bond amount.

(a) Upon receipt of bond property, the Officer shall give to the person from whom he received it a Bond Receipt as provided by Section 16a above, except that instead of the cash amount received the receipt shall contain a complete description of the property including all serial and model numbers. The bond receipt shall also contain the Officer's estimate of the property.

(b) The suspected violator shall sign the bond receipt and the Officer shall retain and file a signed copy as in Section 16a above.

(c) The suspected violator may choose between the following alternatives as to the disposition of his bond property:

(c.1) He may leave the property in the custody of the Blackfeet Tribe until after the trial or hearing, at which time, if he has not been found

liable to the Tribe, it shall be returned to him. If he is found to be liable to the Tribe, or is in default due to failure to appear, it will be held as security for payment of the judgment, and will be returned upon payment in full. If payment in full is not received within 30 days of the date of judgment, and if an appeal is not filed as provided by Tribal law, the property shall be sold at a public auction, and the amount received shall be applied to the judgment and the costs of said sale and storage. Any excess shall then be returned to the judgment debtor; or

(c.2) He may redeem his property at any time during normal business hours at the program by posting a cash bond in an amount equal to the sum of the Liquidated Damage Amounts for the violations with which he is charged, or by paying damages as determined by the Court, but redemption must occur, if at all, within 30 days of the entry of judgment unless an appeal is filed.

D. Cash Bond Trust Fund. All cash bonds shall be deposited within two business days of being posted in a trust account established by the Administrator for that purpose. A receipt shall be given to the Game Warden for each deposit.

E. Bond Property - Storage. All bond property shall be deposited in the keeping of the Administrator for the storage within 24 hours of being posted.

F. Involuntary Summary Seizure of Bond Property. Any authorized Officer who has followed the procedures of this Code may use any reasonable non-deadly force necessary to seize bond property from a suspected violator who refuses to comply with the bond procedures provided by this Code.

Section 12. Prohibited Devices

A. Seizure of Device - Non-Member. Any device which is believed by an authorized Officer to belong to a non-member, and which cannot be used at any time in compliance with this Code for the taking of wildlife, and which is seen such use by the Officer, may be summarily seized by the Officer if:

1) Seizure of the suspected violator's property is directly necessary to secure the important Tribal interest in preventing irreparable injury to its property or resources, and,

2) There is a special need for prompt action because it is likely that the person may flee with, or conceals the offending property or continues the prohibited use of such property during any enforcement delay.

B. Seizure of Device - Unknown or Member Owner. Any device, the ownership of which is unknown, or that is believed by an authorized Officer, to belong to a member, and

cannot be used at any time in compliance with these rules and regulations for the taking of wildlife, and the Officer sees in such use, may be summarily seized by the Officer. Notice of intent to confiscate the seized device, on a form provided for that purpose by the Director, and a Notice to Appear for illegal use and/or possession shall be either personally delivered or sent by mail to the last known address of the person who owns the property, if the identity of the owner is known.

C. Receipt. Any Officer seizing property under this section shall issue to the person from whom it is seized a receipt for the property describing it in detail. The Officer shall then deliver the property to the Director for seizure and the underlying violations, which shall be adjudicated pursuant to the general procedures of these rules and regulations.

Section 13. Check Stations

The Fish and Wildlife Department may establish check stations where deemed necessary to inspect licenses/permits and tags, of hunters and fishermen and to inspect game animals, fish or fur-bearing animals in the possession of hunters and fishermen. It shall be unlawful for any permittee to fail to stop and submit to an inspection by the Fish and Wildlife Department.

CHAPTER 12

LAWS REPEALED

Section 1. Ordinances Repealed. The following Ordinances are repealed by the enactment of this Code.

1 - Approved May 6, 1937;

2 - Approved May 6, 1937;

12 - Approved May 9, 1964, Amended December 3, 1964; January 10, 1974 and October 2, 1987;

37 - Approved November 7, 1974;

60 - Approved January 4, 1979; and

68 - Approved July 14, 1983.

Section 2. Resolution Repealed

The following Resolutions are repealed by the enactment of this Code:

Numbers 91-78, 2-79, 58-77, 149-75, 76-73, 221-72, 72-68, 49-66, 55-66, 94-61, 75-85, 291-86, 282-86 and 296-86, 102-98.

Any other Resolution that conflicts with a provision of this Code shall be deemed repealed.

CHAPTER 13

MANNER OF AMENDMENT

Section 1. Procedure

The Fish and Wildlife Department shall consider proposed amendment to this Code, and may request comments on proposed amendments from federal agencies, members of the Tribe, or non-members.

The Fish and Wildlife Department shall hold a hearing, open to the public prior to referring any proposed amendments to the Blackfeet Tribal Business Council for approval.

APPENDIX A

LIQUIDATED DAMAGE AMOUNTS

Appendix ABLACKFEET TRIBELIQUIDATED DAMAGE AMOUNTS FOR SPECIFIC VIOLATIONS FOR FISH
AND WILDLIFE VIOLATIONS AND CRIMINAL JAIL SENTENCE FOR
MEMBERSAnimal-Specific Violations

Violations which can be tied to the taking of a specific animal will have the following amounts used as liquidated damage amounts for a fine not more than:

<u>BIG GAME</u>	<u>MALE</u>	<u>FEMALE</u>
Deer	\$ 100.00 to \$ 300.00	\$ 100.00 to \$ 500.00
Antelope	\$ 100.00 to \$ 300.00	\$ 100.00 to \$ 500.00
Bear	\$1,000.00 to \$ 2,000.00	\$1,500.00 to \$ 3,000.00
Elk	\$1,000.00 to \$12,000.00	\$1,000.00 to \$12,000.00
Moose	\$1,000.00 to \$12,000.00	\$1,000.00 to \$12,000.00
Bighorn Sheep	\$3,000.00 to \$30,000.00	\$3,000.00 to \$30,000.00
Turkey	\$ 75.00 to \$ 150.00	\$ 75.00 to \$ 150.00
Mountain Goat	\$3,000.00 to \$30,000.00	\$3,000.00 to \$30,000.00
Mountain Lion	\$ 350.00 to \$ 1,000.00	\$ 500.00 to \$ 1,000.00

UPLAND/WATERFOWL GAME

Ducks	\$ 50.00	\$ 75.00
Geese	\$ 75.00	\$ 75.00
Pheasants	\$ 50.00	\$ 50.00
Grouse	\$ 50.00	\$ 50.00
Mourning Dove	\$ 45.00	\$ 65.00
Hungarian Partridge	\$ 50.00	\$ 75.00

FISH

All fish, regardless of species, will have a value of \$4.00 per inch.

<u>FURBEARERS</u>	<u>MALE</u>	<u>FEMALE</u>
Coyote	\$ 75.00	\$ 100.00
Fox	\$ 100.00	\$ 125.00
Rabbits	\$ 25.00	\$ 45.00

<u>FURBEARERS</u>	<u>MALE</u>	<u>FEMALE</u>
Beaver	\$ 75.00	\$ 125.00
Bobcat	\$ 500.00	\$ 1,000.00
Mink	\$ 450.00	\$ 550.00
Raccoon	\$ 100.00	\$ 125.00
Weasel	\$ 60.00	\$ 120.00
Badger	\$ 60.00	\$ 120.00
Porcupine	\$ 60.00	\$ 120.00
Wolverines	\$ 500.00	\$ 500.00
Otters	\$ 60.00	\$ 120.00
Fishers	\$ 60.00	\$ 120.00

NON GAME SPECIES

All species in the following orders will have a value of \$150.00

Loons, (Givviformes)

Grebes (Pidicipediforms)

Cranes, rails, and coots, (Ciconiiformes)

Shorebirds, gulls, and terns, (Charadriiformes)

All birds of prey including vultures, hawks, falcons, eagles, and owls will have a value of \$1,000.00.

All other non-game birds will have a value of \$75.00.

Non-Specific Animal Violations

The following violations will be subject to civil fine amounts as stated, not more than:

<u>Citation to Rules</u>	<u>Violation</u>	<u>Amount</u>
3-1-A	Hunting, Fishing, Trapping or Camping On Private Posted Land without Consent	\$ 500.00
3-1-B	Hunting, Fishing, Trapping on Tribal Land Without Consent	\$ 500.00
3-1-C	Trespass on Private or Tribal Lands	\$ 500.00
3-1-D-(1)	Damage of Fence or Enclosure Without Consent	\$ 500.00
3-1-D-(2)	Building a Fire Without Consent	\$ 50.00
3-1-D-(3)	Severing of Trees, Grass or Other Land Product Without Consent	\$ 50.00
3-6-A-(1)	Camping at Tribal Campgrounds - Improper Care of Property	\$ 500.00
3-6-A-(2)	Camping at Tribal Campgrounds - Vehicle Outside of Parking Area	\$ 500.00
3-6-A-(3)	Camping at Tribal Campgrounds- Improper Gathering of Firewood	\$ 500.00
3-6-A-(4)	Camping at Tribal Campgrounds- Disturbance of Plant or Animal Life	\$ 500.00
3-6-A-(5)	Camping at Tribal Campgrounds- Digging or Leveling Ground	\$ 500.00
3-6-A-(6)	Camping at Tribal Campgrounds- Dog, Cat or Pet not on leash or Uncontrolled	\$ 500.00

3-6-A-(7)	Camping at Tribal Campgrounds- Improper draining and refuse from Trailers	\$ 500.00
3-6-A-(8)	Camping at Tribal Campgrounds- Failure to Observe Hours of Quiet	\$ 500.00
3-6-A-(9)	Camping at Tribal Campgrounds- Unclean Camp	\$ 500.00
3-6-A-(10)	Camping at Tribal Campgrounds Unattended Camp	\$ 500.00
3-6-A-(11)	Camping at Tribal Campgrounds- Improper Use of Hydrant	\$ 500.00
3-6-A-(12)	Feeding of Wildlife	\$ 200.00
3-6-B-(2)	Non-Member Failure to Possess or Properly Display Boat Permit	\$ 25.00
3-6-B-(4)(a)	Water Skiing in Unlawful Area	\$ 25.00
3-6-B-(4)(b)	Sail Boating in an Unlawful Area	\$ 25.00
3-6-B-(4)(c)	Operating a Motor Boat in Unlawful Area	\$ 25.00
3-6-B-(4)(d)	Operating Water Without a Flotation Device for Each Person in Watercraft	\$ 25.00
3-6-B-(4)(e)	Operating a Watercraft while Under The Influence of Alcohol	\$ 500.00
3-6-B-(4)(f)	Failure to Pass or Yield Right-of-Way While Operating Watercraft	\$ 25.00
3-6-B-(4)(g)	Failure to Observe Watercraft Speed Limit	\$ 25.00

3-6-C-1	Any person, including member, operating a Snowmobile in Closed Area	\$1,000.00
3-6-C-(2)(b)	Operating a Snowmobile on a Roadway In Use by Motor Vehicles	\$ 100.00
3-6-C-(2)(c)	Failure to Use Proper Procedure for Snowmobile Crossing of Roadway	\$ 100.00
3-6-C-(2)(d)	Operating a Snowmobile in a Careless or Reckless Manner	\$ 100.00
3-6-C-(3)(a)	Transporting Big Game or Carrying Firearms on a Snowmobile	\$ 100.00
3-6-C-(3)(b)	Harassing Big Game or Livestock on Snowmobile	\$ 100.00
3-6-C-(3)(c)	Operating a Snowmobile Under the Influence of Alcohol	\$ 500.00
3-6-C-(3)(d)	Non-Member Snowmobile in Non-Designated Area	\$ 100.00
3-6-D-1	Any person, including member, operating an all- terrain vehicle in Closed Area	\$1,000.00
3-6-D-(2)(b)	Operating a all-terrain vehicle on a Roadway In Use by Motor Vehicles	\$ 100.00
3-6-D-(2)(c)	Failure to Use Proper Procedure for Crossing of Roadway all-terrain vehicle	\$ 100.00
3-6-D-(2)(d)	Operating an all-terrain vehicle in a Careless or Reckless Manner	\$ 100.00
3-6-D-(3)(a)	Transporting Big Game or Carrying Firearms on an all-terrain vehicle	\$ 100.00
3-6-D-(3)(b)	Harassing Big Game on all-terrain vehicle	\$ 100.00

3-6-D-(3)(c)	Operating an all-terrain vehicle Under the Influence of Alcohol	\$ 500.00
3-7-A-(1)	Shooting from a Vehicle or Across a Right-of-Way	\$ 50.00
3-7-A-(2)	Shooting Close to a House	\$ 100.00
3-7-A-(3)	Shooting Within a Town or Residential Area	\$ 50.00
3-7-B	Hunting or Shooting Young Animal	\$ 200.00
3-7-C	Failure to Observe Hunting Hours	\$ 100.00
3-7-D	Hunting by Baiting	\$ 100.00
3-7-E	Hunting with a Non-Member	\$ 500.00
3-7-F	Hunting while Intoxicated	\$ 500.00
3-7-H	Spotlighting, Using Radio Communicator or Night scope	\$ 500.00
3-7-I	Aerial Hunting	\$ 500.00
3-7-J	Use of Dogs	\$ 500.00
3-7-K	Hunting with crossbow	\$ 500.00
3-7-L	Hunting without tag or permit	\$ 500.00
3-7-M	Fail to tag big game after take	\$ 500.00
3-9-E	Introduction of Exotic Species	\$ 500.00
3-9-G	Harassing or driving big game	\$ 500.00
3-10-A	Allowing a Child under 12 years of Age to Hunt without Adult Supervision	\$ 100.00

3-10-B	Allowing a Child under 12 years of Age to Fish without Adult Supervision	\$ 50.00
3-10-C	Allowing child under the age of 12 to operate recreational vehicles	\$ 100.00
3-12	Interfering with an Officer	\$ 1,000.00
3-13	Possessing fish or wildlife during closed season	\$ 1,000.00
3-14-G	Predator Control - Use of Spring or Set gun or Similar Device	\$ 500.00
3-17-A(2)	Proper bear resistant storage	\$ 100.00
3-17-A(3)	Proper bear resistant container	\$ 100.00
3-17-B	Leaving food, garbage, bird feeders, pet food out and available to bears	\$ 100.00
3-17-C	Commercially operated food businesses food regulations	\$ 500/Day
4-2	Non-Member Hunting Big Game Without Special Permit	\$12,000.00
4-2-B	Non-member Failure to Affix Big Game Tag to Carcass	\$ 500.00
4-2-D	Non-Members - Possession and commerce of animal parts prohibited	\$ 500.00
4-2-E	Gathering and retrieving and hunting animal parts and mushrooms prohibited	\$ 500.00
4-2-F	Special Non-Member Big Game permits required	\$ 500.00
4-8	Unlawful Hunting of Small Game by Non-Member without permit	\$ 500.00

4-11	Hunting of ground squirrels by non-member without permit as required	\$ 200.00
5-2-D	Failure to Affix Tag to Taken Furbearer	\$ 75.00
5-4	Failure to Obtain Export Permit	\$ 50.00
5-7	Failure to report taking of mountain lion within 24 hours	\$ 100.00
6-1	Injuring or Harassing Bird Nests	\$ 50.00
6-5	Non-member and Descendant must have a federal waterfowl stamp	\$ 50.00
6-5-A	Failure to Observe Federal Fly Way Regulation in Hunting Migratory Waterfowl	\$ 100.00
6-5-B	Hunting waterfowl with shotgun larger than a 10 gauge	\$ 500.00
6-5-C	Failure to dress bird for identification	\$ 100.00
6-5-D	Use of Lead shot	\$ 50.00
6-5-E	No person shall hunt waterfowl prior to 1/2 hour before sunrise or 1/2 hour after sunset	\$ 100.00
7-1	Taking of Other than Game Fish	\$ 100.00
7-2-C	Non-Member Using Improper Fishing Method	\$ 100.00
7-2-C	Non-Member Fishing Without a Permit	\$ 500.00
7-3-A	Non-Member fishing outside of permitted hours	\$ 50.00

7-3-B	Snagging, Use of Explosives, Corrosives, Poisons or Use of Gillnet or Seine	\$ 100.00
7-3-C	Introduction of Live Fish into Water	\$ 500.00
7-3-D	Chumming	\$ 100.00
7-3-E	Ice Fishing Hole in Excess of 12 inches	\$ 75.00
7-3-F	Allowing Ice Fishing House to be Frozen in, Failure to identify Ice Fishing House, Leaving Ice Fishing House on Lake for more than 48 hours	\$ 100.00
7-3-H	It shall be unlawful to filet or process any fish in possession in a manner that would prevent a proper measurement.	\$ 100.00
7-3-I	Vehicle falling through ice	\$ 1,000.00
7-3-J	Urinating or defecating on ice or high watermark of stream or lake	\$ 100.00
7-3-K	Littering on or near the lakes or streams	\$ 100.00
7-3-L	Taking or in possession of Bull Trout	\$ 200.00
7-3-M	Netting Fish without a permit	\$ 300.00
7-5	Failure to Clean up after Fishing Derby	\$ 100.00
7-6	Fishing in a Closed Area or a Closed Species	\$ 200.00
8-3-A	Outfitter or Guide Failing to Report Violation of Tribal Laws	\$ 1,000.00
8-3-B	Hiring Unlicensed Guide or Outfitter	\$ 1,000.00
8-4-A	Outfitting or Guiding Without a License	\$ 1,000.00

10-5	Failure to have any Required Permit in One's Possession (non-member)	\$ 200.00
11-6-A	Failure to Provide Proof of Identity	\$ 100.00
11-13	Failure to stop at a game check station	\$ 500.00

Citation to Regulations

FWA 7-A	Hunting in Closed Area	\$ 1,000.00
FWA 1- B	Failure to Observe Big Game Season Limits for Permit Holders	\$ 500.00
FWA 3-C	Non-Member failure to observe Stream Season	\$ 200.00
FWA 4-A-2	Failure to Observe Upland Game Bird Season	\$ 100.00
FWA 4-B	Failure to Observe Waterfowl Regulations	\$ 100.00
FWA 7-A-1`	Boulder Ridge/Flattop - Carrying a Firearm	\$ 400.00
FWA 8-C	Boulder Ridge/Flattop - Snowmobiling	\$ 1,000.00
FWA 8-D	Boulder Ridge/Flattop – All-Terrain Vehicle	\$ 1,000.00
FWA 7-A-2	Boulder Ridge/Flattop - Driving Animals	\$ 1,000.00
FWA 7-A-4	Boulder Ridge/Flattop - Using Flattop Road While Closed	\$ 400.00
FWA 2-E	Boulder Ridge/Flattop – trapping	\$ 500.00
FWA 1-C	Special Management - Controlled Area - Hunting During Closed Season	\$ 1,000.00

FWA 7-A(1)	Special Management - Controlled Area - Unauthorized carrying/discharging of a firearm	\$ 1,000.00
FWA 8-B	Wind Surfing on Non-Designated Lake	\$ 250.00
FWA 9-A	Elderly member tag violation	\$ 500.00
FWA 9-B	Handicapped member tag violation	\$ 500.00

Criminal Violations If a member commits any offense, the Officer may elect to charge the member with a criminal violation as provided in Chapter 11, Section 5B. In addition to a criminal find equal to the liquidated damage civil fine penalty, a member criminal violator may have imposed upon him by a Judge, a jail term of up to six (6) months.

ANNUAL REGULATIONS

2005 ANNUAL REGULATIONS

IT SHALL BE UNLAWFUL TO FAIL TO OBSERVE THE FOLLOWING ANNUAL REGULATIONS REGARDING FISH AND WILDLIFE:

FWA 1. Game.

A. Hunting zones established. (Referenced in map located in Appendix B.)

Zone 1- Boulder/Flattop area and around Lower St. Mary Lake. Beginning from the community of St. Mary west to the Glacier Park boundary continuing north to Sherburne Dam and the Many Glacier Highway continuing east to the community of Babb, following US Highway 89 south back into St. Mary.

Zone 2 - The area along the Rocky Mountain front, beginning on the north, where US Highway 89 starts at the Piegan Port of Entry, and continues south to the southern boundary of the reservation as it intersects with Birch Creek. Birch Creek west to Swift Dam and back to Highway 2 crossing and running north back to the Canadian Border adjacent to Glacier National Park's eastern border. Zones 1, 2A, and 4 are located within this area.

Zone 2A- Tower Ridge Yellow Mountain and Chief Mountain areas, north of Many Glacier road, to Glacier Park boundary, west of Highway 89 and south of Highway 17. It also includes lands north of the Duck Lake road beginning at its intersection with Highway 89, to the North Fork ranch road. Also at Highway 89 bridge that crosses St. Mary river, all lands east of the St. Mary River and south of the St. Mary Canal east of Camp 9 and back to the North fork ranch road. This zone will be restricted to foot and horseback only with an exception to elderly and handicapped.

Zone 3- This area will be all lands east of the following roads: North Fork road with its intersection of Duck Lake road, continuing south to Browning and its intersection with Highway 2 and 89, continuing with the split of these highways east of Browning, continuing southeast along Highway 89 to Birch Creek.

Zone 4- All lands south of BIA Route 2, (East Glacier to Heart Butte cut across road) beginning with its intersection of US Highway 2 just west of East Glacier, continuing east toward the junction of the Dog Gun Lake road, south to the Lewis and Clark National Forest boundary and back to Highway 2.

B. Permit Costs and Limits.

1. Members.

Members will be required to purchase a numbered hunting tag for \$10.00. The tag authorizes 1 elk, 2 whitetail deer, 1 mule deer, 1 antelope and 1 black bear.

A numbered Big Horn Sheep and Mountain Goat tag can be purchased separately for \$5.00 each.

A special numbered moose tag can be obtained through a lottery draw. The cost is \$5.00 per chance and a limit of 5 chances. 10 lottery tags will be drawn.

A special numbered tag to hunt in Zone 1 for elk can be obtained through a lottery draw. The cost is \$5.00 per chance and a limit of 5 chances. All tags are non-transferable.

An additional optional numbered tag for antelope can be purchased for \$5.00.

2. Non-Member spouse of member.

Non-member spouses that reside on the reservation (at least 6 months), will receive a numbered tag after filling out a special permit form (Chapter 10, Section 4). The tag will authorize 1 cow elk and 1 whitetail deer. The cost will be \$25.00. Holder is not eligible for special lottery draw tags. Tags are non-transferable.

3. Non-Member Descent.

Non-Member descendants will receive a numbered tag. The tag will authorize 1 cow elk and 1 whitetail deer. The cost will be \$10.00. Holder is not eligible for special lottery draw tags. Tags are non-transferable.

4. Non-Member Special Permits.

Non-Members can purchase special big game tags and must fill out a non-member permit form (chapter 10, Section 3). Hunting will coincide with the established hunting seasons. Tags are available for the following prices: (all permit holders are required to have a member outfitter guided service which is not included in the permit fee). Tags are non-transferable.

Elk- (either sex), 5 tags sold each year to 5 different individuals, at \$12,000.00 each. Hunting is exclusive to Zone 1.

Whitetail and Mule Deer - (either sex), 5 tags, for each species are available to 5 different individuals at \$3,000.00 each. Hunting does not include Zone 1.

Black Bear – (either sex), 5 tags are available to 5 different individuals for \$3,000.00 each. Hunting does not include Zone 1.

Mountain Goat – (Male only), 5 tags are available to 5 different individuals for \$12,000.00 each. Hunting does not include Zone 1.

Big Horn Sheep – (Male only and $\frac{3}{4}$ curl or more), 5 tags are available to 5 different individuals for \$12,000.00 each. Hunting does not include Zone 1.

C. Hunting of Big Game - Seasons established. (*Reference*; on Chart, labeled “Big Game Season”, located in *Appendix B*). No firearms authorized during Bow Season.

1. Elk- No hunting allowed before sunrise or after sunset.

Zone 1- closed except for special permit or lottery draw.

Zone 2 – Bow Season - September 10th and rifle season October 8th, Cow and Brow Tined Bulls only and no Bulls after November 26th.

Zone 3- The same as Zone 2. No Hunting from March 1 to June 15, 2006. From June 16th to September 9, 2006 no tag required, hunting for bulls only.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

2. Whitetail Deer – No hunting allowed before sunrise or after sunset.

Zone 1- closed.

Zone 2 – Bow Season - September 10th and rifle season October 8th, either sex. No hunting from March 1 to June 15, 2006. June 16th to September 9, 2006 no tag required.

Zone 3 - The same as Zone 2. From June 1st to September 10th, no tag required, hunting for bucks only.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

3. Mule Deer – No hunting allowed before sunrise or after sunset.

Zone 1- closed.

Zone 2 – November 5th to December 4th bucks only.

Zone 3- November 5th to December 4th bucks only.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

4. Moose – Lottery draw recipient only. No hunting allowed before sunrise or after sunset.

Zone 1- closed.

Zone 2 – October 8th to December 4th either sex.

Zone 3- October 8th to December 4th either sex.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

5. Antelope – No hunting allowed before sunrise or after sunset. Members can purchase an additional tag for a fee.

Zone 1- closed.

Zone 2 – Bow season in September 1 and rifle season in October either sex.

Zone 3 – Bow Season - September 10th and rifle season October 8th, either sex.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

6. Big Horn Sheep – No hunting allowed before sunrise or after sunset. Members can purchase tag separate from standard tag.

Zone 1- closed.

Zone 2 – October 8th to December 4th males only with $\frac{3}{4}$ curl or better. An extended season will be granted from January 1st to February 15th 2006.

Zone 3- October 8th to December 4th ; males only with $\frac{3}{4}$ curl or better.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

7. Mountain Goat - No hunting allowed before sunrise or after sunset.
Members can purchase tag separate from standard tag.

Zone 1- closed.

Zone 2 – October 8th to December 4th ; males only.

Zone 3- October 8th to December 4th ; males only.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

8. Black Bear - No hunting allowed before sunrise or after sunset.

Zone 1- closed.

Zone 2 – Spring hunts- April 15th to June 4th 2006 – Bow Season -
September 10th and rifle season October 8th to December 4th either sex.

Zone 3- Spring hunts- April 15th to June 1st 2006 – Bow Season -
September 10th and rifle season October 8th to December 4th either sex.

Zone 4 – The zone is closed to all hunting until August 31, 2006.

9. Mountain Lion - No hunting allowed before sunrise or after sunset.

Zone 1- closed.

Zone 2 – Open year around, for predatory control. Dog use is permitted to
members only, the season is December 5th to March 17th no females with
kittens. Bow Season – September 10 to October 7th. Rifle Season –
October 8th to December 4th.

Zone 3 - Open year around for predatory control. Dog use is permitted to
members only, the season is December 15th to March 17th no females with
kittens. Bow Season – September 10 to October 7th. Rifle Season –
October 8th to December 4th.

Zone 4 – This zone is closed to all hunting until August 31, 2006.

10. Grizzly Bear - No hunting allowed.

11. Gray Wolf – No hunting allowed.

Seasons and limits for members and special permits are described in the attached Big Game Chart featured in *Appendix B*.

FWA 2. Trapping (Referenced in chart labeled “other game” in *Appendix B*).

A. Permit Costs. Permit costs for trapping for members will be free. Non-Member special trapping permit costs shall be \$100.00 with the exception of Beaver, which will be free. *Cross- references Chapter 5, Chapter 10*

B. Quotas. There are no quotas for the regulatory year. The Fish and Wildlife Department is authorized in the rules to consult with federal or state officials regarding the setting of quotas and distribution of tags for the trapping of Bobcat, Lynx with the approval of the Blackfeet Tribal Business Council. A proposed quota, if any, will be presented to the Fish & Wildlife Director for referral to the Council. Export permits are required and free. *Cross-references Chapter 5*

C. Coyotes. Coyote hunting and trapping shall be unlawful for non-members without special permit. *Cross- references Chapter 5*

D. Mountain Lions. The season for mountain lions (for predatory control) shall be December 5th to March 17th. The limit shall be one (1). Females with kittens may not be taken. Use of dogs authorized by members only. *Cross- references Chapter 5, Chapter 3*

E. The Boulder Ridge/Flattop area is closed to all trapping.
Cross- references Chapter 9

FWA 3. Fishing (Referenced in Fishing rules and regulations brochure)

A. Fishing permit costs. Non-member fishing permit costs shall be as follows:

Daily - \$20.00 (includes boat and icehouse permit and recreation/conservation permit)

3-Day - \$30.00 (includes boat and icehouse permit and recreation/conservation permit)

Season-\$65.00 (includes boat and icehouse permit and recreation/conservation permit)

Vendors shall be allowed to keep a 5% commission from each permit sold.

B. Lake Fishing. Season fishing is year around, and the limits shall be 5 fish per day with one fish over 20" allowed, and no more than 10 total fish in possession.

Cross-References Chapter 7

C. Stream Fishing. The Season for non-members will be from June 1st to September 15th the limits will be the same as above. *Cross References Chapter 7*

D. St. Mary Whitefish. Commercial fishing permits shall be available to Tribal Members only, provided that; Only 3 permits are issued each year, the size of the nets, net length and mesh size are restricted, and the length of the netting season is controlled. All other netting is prohibited. *Cross References Chapter 7*

FWA 4. Birds. (Referenced in chart labeled "other game" in appendix B).

A. Upland Bird. Zones 1 and 4 are closed to upland bird hunting.

1. Permit Costs. Permit costs for hunting upland birds for members will be free. Non-Member hunting permit costs shall be \$60.00.

2. Season. The season shall be September 15th to November 30th.

Cross References Chapter 6

3. Limits. The limits shall be 8 Hungarian partridges, 3 cock ring-necked pheasants, 3 ruffed and/or sharp tail, sage or mountain grouse.

Cross References Chapter 6

B. Migratory Waterfowl. Zones 1 and 4 are closed to waterfowl hunting.

1. Permit Costs. Permit costs for hunting migratory waterfowl for members will be free. Non-Member hunting permit costs shall be \$60.00. A Federal waterfowl stamp is required for descendants and non-members.

2. Season. The season shall be federally established. *Cross References Chapter 6*

3. Limits. The limits shall be federally established. *Cross References Chapter 6*

FWA 5. Outfitters. (References in Chapter 8)

A. Outfitter License Costs. An outfitter license shall cost \$500.00.

B. Professional Guide Costs. A profession guide license shall cost \$50.00.

FWA 6. Small game

A. Permit Costs.

The permit cost for hunting and trapping of small game is free. Non-member permit costs will be \$40.00 for ground squirrels only.

Cross References Chapter 4

B. Season. The season shall be open year around for members. Season for non-member ground squirrels will be March 1 to October 7, 2005.

Cross References Chapter 4

C. Limits. There will not be a limit for members. Non-members can hunt only ground squirrels by permit. Any hunting of ground squirrels will require landowner permission and limited to .22 caliber or smaller firearm.

Cross References Chapter 4

FWA 7. Habitat Protection - Special Management Areas - Special Restrictions

A. Closed Areas. Hunting is prohibited year round in the Boulder Ridge/Flattop area (Zone 1) and Dog Gun Lake area (Zone 4). (EXCEPTION: Special Permit holders for Boulder/Flattop during hunting season) Dog Gun Lake area will remain closed until August 31, 2006, as shown on map in *Appendix B*.

Cross References Chapter 9

1. Carrying a firearm. Carrying or discharging a firearm is prohibited in Zones 1 & 4.
2. Driving Wildlife. No person shall enter upon Zones 1 & 4 and drive wildlife out.
3. Flattop Lake Fishing. Fishing at Flattop Lake located in Zone 1 is permitted.
4. Flattop Road. The Council shall decide upon the opening of this road. Foot and Horseback is only allowed to access Zone 1.
5. Grazing Permits. No grazing permits shall be issued for the Tribal lands in the Zone 1.

FWA 8. Recreation Activities and conveyances

Conveyance defined. A recreational conveyance will be certain types of watercraft, snow machines and all-terrain vehicles that are used for recreational purposes. A permit will be purchased and an identifiable decal will be placed upon said conveyance if provided by the Department.

A. Permit Costs.

The permit cost for “recreational conveyance use” will be \$40.00 per conveyance. This is a one-time cost, but if conveyance is sold to another party, it will require another permit for new owner. If boat is longer than 16 feet or used for recreation or sailing, said permit is required. A sea-doo or Jet-ski will require a permit.

Member costs for permitting conveyances will be \$1.00 per conveyance.

B. Windsurfing. Lakes where windsurfing will be permitted during this regulatory year are: Four Horn Lake, Mission Lake, Duck Lake, and Lower St. Mary’s Lake. Permit will be required for recreation/conservation by a non-member.

Cross References Chapter3

C. Snow Mobile Use. Zone 1 west of the west shore road of lower St. Mary Lake referred as the Boulder/Flattop area will be closed to any and all Snow Machines.

Permit will be required for recreation/conservation by a non-member. *Cross References Chapter3*

D. All-terrain vehicle use. Zone 1 west of the west shore road of lower St. Mary Lake referred as the Boulder/Flattop area will be closed to all-terrain vehicles. Permit will be required for recreation/conservation by a non-member. *Cross References Chapter3*

FWA 9. Elderly and Handicapped *Cross References Chapter 4*

A. Elderly. Members of the Tribe over the age of 65 will receive a standard tag free of charge. Individuals claiming such tags will be allowed vehicle access into certain hunting zones. If tag holder is receiving an escort, the escort cannot possess a firearm. Tags are non-transferable.

B. Handicapped. Members claiming handicapped or limited mobility must provide the department with an acceptable medical form. Individuals claiming such tags will be allowed vehicle access into certain hunting zones. If tag holder is receiving an escort, the escort cannot possess a firearm. Tags are non-transferable.

FWA 10. Citation

Rules shall be cited as FWR - Chapter number - section and subsection numbers, for example FWR 3-2-A. Annual Regulations shall be cited as FWA - section and subsection numbers, for example FWA 7-A-1.

HUNTING REGULATIONS

2005

1. Big Game must be tagged immediately after kill, before being transported. **3-7-M**
2. A person whose tag is attached to a big game animal must be present while the animal is being transported from the field. **3-7-M (1)**
3. Big Game Tags/Special permits are non-transferable, **3-7-M (2)**
4. Non-Members with special number spouse big game permits may hunt in any zone but only during the time in which hunting season is open in Zone 2. **4-2-E**
5. Harassment or driving of big game animals by any means will be prohibited. Violators will be fined \$300.00. **3-9-G**
6. Only Tribal Members are allowed to gather, retrieve or hunt antlers on the Blackfeet Indian Reservation. Non-Members are prohibited and violators will be fined \$300.00. **4-2-D**
7. A transport permit is required for antlers and heads. The permit process will be the same as for transportation of meat. **3-3-A**
8. All people shall make all food, including garbage and livestock food, (excluding hay) unavailable to bears. **3-17-B**
9. During daylight hours all camps should be attended or food shall be stored in a bear resistant manner. **3-17-B**
10. During nighttime while camping, all food not in use or being prepared shall be stored in a bear resistant manner. **3-17-B**
11. Big game gut piles shall be removed at least 100 yards from any camp or designated hiking trail. **3-17-E**
12. Big game carcasses should be removed from the field as soon as possible. If left overnight, carcasses should be stored in a bear resistant manner if possible. **3-17-F**
13. If a grizzly bear claims a hunter's big game carcass, the hunter should contact a Tribal Game Warden. Upon verification that hunter will be issued a replacement big game tag. **3-17-F**

14. Special lottery tag Moose and Elk that are taken by must be inspected by a Tribal Game Warden. This is for the purpose of identification of sex and age. **(No Exceptions) 3-7**
15. Hunter must submit to a game inspection at check stops set up by Game Wardens. **11-13**
16. BOW SEASON – The use of Cross Bows for Big Game will be **ILLEGAL. 3-7-K (1)**

NOTE: BEAR RESISTANT MANNER means stored in bear resistant containers, suspended at least 10 feet above ground and 4 feet from any support structure (tree trunk, etc.), unavailable due to human attendance, or any combination of these.

BEAR RESISTANT CONTAINER means a securable container constructed of solid material. When secured under stress the container will not have any cracks, openings, or hinges that would allow a bear to gain entry by biting or clawing. Wood containers are not considered bear resistant unless they are reinforced with metal. Locked vehicles with closed windows are considered bear resistant.

APPENDIX B

CHARTS AND MAPS

2005 BIG GAME SEASON

SEASON DATES				LICENSES			
SPECIES	ZONE 1	ZONE 2 - Bull Season Closes Nov. 26 th	ZONE 3	ZONE 4	ANIMAL LIMITS	MEMBERS	NON MEMBERS
ELK	CLOSED- Except for Special Permit and lottery winner	Bow Season. Sept. 10 – Oct. 7 (Sunset) Rifle Season Oct. 8 – Dec. 4, 2005 (Sunset) – Cow, Brow Tined Bulls Only. No Bulls taken after Nov. 26th	Bow Season/Sept. 10 – Oct. 7 sunset, either sex Rifle Season/Oct. 8- Dec. 4 Permit required No Hunting from March 1 to June 15, 2006 Hunting from June 16 to September 9 no tag requ.- Bulls only	CLOSED	1 Per Member	Numbered Hunting tag - \$10.00 \$5.00 per Lottery Ticket. Can purchase up to 5	Hunting tag (Cow only) if married to Tribal Member – \$25.00 Reservation Resident Only Permit form required Descendant tag \$10.00 (Cow only) Special Permit holders only for Zone 1
White Tail Deer	CLOSED	Bow Season. Sept. 10 – Oct. 7 (Sunset) Rifle Season Oct. 8 – Dec. 4, 2005 (Sunset)	Bow Season/Sept. 10 – Oct. 7 sunset, either sex Rifle Season/Oct. 8- Dec. 4 Permit required No Hunting from March 1 to June 15, 2006 Hunting from June 16 to September 9 no tag required- Bucks only	CLOSED	2 Per Member	Included in Standard Hunting Tag	Hunting tag (limit 1) if married to Tribal Member Reservation Resident only Permit form required Descendant tag (limit 1)
Mule Deer	CLOSED	Nov. 5 – Dec. 4, 2005 (Sunset) Bucks only	Nov. 5 – Dec. 4, 2005 (Sunset) Bucks Only	CLOSED	1 Per Member	Included in Standard Hunting Tag	CLOSED Special Permit and form required
Moose	CLOSED	Rifle Season Oct. 8 – Dec. 4, 2005-either sex Lottery winner only	Rifle Season Oct. 8 – Dec. 4, 2005- either Sex Lottery winner only	CLOSED	10 Will be drawn	Lottery Permit \$5.00 – Limit of 5	CLOSED Special Permit and form required
Antelope	CLOSED	Sept. 10 – Oct. 7 (Sunset) Bow Season (Either Sex) Oct. 8 – Dec. 4, 2005 (Sunset) Rifle Season (Either Sex)	Bow Season Sept. 10 – Oct. 7 Sunset (Either Sex) Rifle Season Oct. 9 – Dec. 5, 2004 Sunset (Either Sex)	CLOSED	1 Per Member 1 optional	One included in Standard Hunting Tag- Can purchase another for \$5.00.	CLOSED

2004 BIG GAME SEASON

[illegible]

OTHER GAME

SEASON DATES

LICENSES

SPECIES	ZONE 1	ZONE 2	ZONE 3	ANIMAL LIMITS	MEMBERS	NON MEMBERS
Waterfowl	CLOSED	Federally Established	Federally Established	Federally Established	None	Tribal Upland/Waterfowl Permit
Upland	CLOSED	Sept. 15 –Nov. 30	Sept. 15 – Nov. 30	8 Partridge 3 Cock Pheasants 3 Ruffed and/or Sharp Tail Grouse	None	Tribal Upland/Waterfowl Permit - \$60.00
Small Game	CLOSED	Sept. 15 –Nov. 30	Sept. 15,2004 to Jan. 31, 2005	None	None	CLOSED
Furbearers Hunting & Trapping	CLOSED	Sept. 15, 2005 – April 30, 2006	Sept. 15, 2005 – April 30,2006	No Limit	Trapping Permit	CLOSED
Ground Squirrels	CLOSED	Open Year Around Season for non-member March 1 to October 7, 2005	Open Year Around Season for non- member - March 1 to October 7, 2005	No Limit	None	\$50.00 permit with restrictions and seasons

Hunting hours are form ½ hour before sunrise until ½ hour after sunset.