

## MEMORANDUM OF UNDERSTANDING

The purpose and intent of this Memorandum of Understanding (MOU) is to define and clarify the terms and conditions underlying an administrative transfer of funds from the Montana Department of Livestock (DOL) to the Montana Department of Fish, Wildlife and Parks (DFWP).

### **I. RECITALS**

1. The DOL is statutorily obligated to exercise general supervision over and, to the extent reasonably possible, to protect Montana's livestock interests from disease. (See 81-12-102, MCA). The DFWP is statutorily obligated to supervise, preserve, and protect Montana's wildlife. (See 87-1-201, MCA).
2. To support and enhance its statutorily mandated efforts concerting Montana's bison population in the GYA, DFWP has requested that DOL transfer \$35,000.00 from its CA funding to DFWP. This funding is necessary to fund a DFWP warden position at .10 FTE including operations, overtime and equipment costs.
3. DOL proposes and intends to provide this \$35,000.00 to DFWP from funds received through the CA.

### **II. TERM OF AGREEMENT**

The DOL annually enters into a Cooperative Agreement (CA) with the United States Department of Agriculture (USDA), Animal and Plant Inspection Service (APHIS), Veterinary Services (VS). This CA allows USDA-APHIS-VS to provide funding to DOL to support and assist DOL's bison management and control efforts in the Greater Yellowstone Area (GYA). The CA, identified by number 10-9730-0124-CA, account number 852-9730-335, depends on Congressional appropriations and has an annual term running from January 1, 2010 through December 31, 2010.

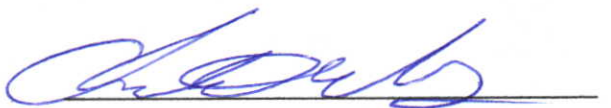
### **III. UNDERSTANDING**

1. DFWP understands that it may expend CA funds received from DOL only to establish the FTE warden position described in paragraph three, above.
2. DOL understands it will administratively transfer \$35,000.00 to DFWP from DOL's CA funds to support the warden position described in paragraph three, above.
3. DFWP understands that annual transfers of funds from DOL to DFWP are absolutely contingent upon DOL's continuing annual receipt of federal funding in accordance with provisions of the CA, and that if federal CA funding is withdrawn, DOL will no longer transfer funding to DFWP pursuant to this MOU.

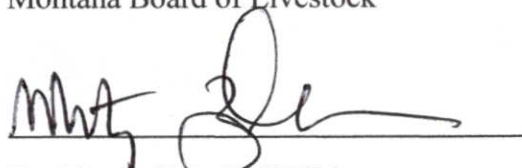
**IV. EXECUTION**

The undersigned represent that they each have authority to sign this MOU on behalf of their respective agencies, and that they have each read this MOU, understand its terms and intent, and are each free from the influence of threats, promises, or any form of duress relating to execution of this MOU.

**Department of Livestock:**

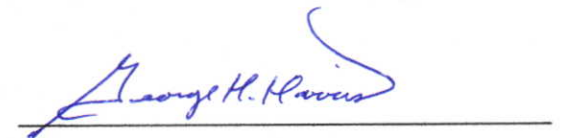
  
Christian Mackay, Chief Executive Officer  
Montana Board of Livestock

4/19/10  
Date

  
Dr. Martin Zaluski, DVM  
Montana State Veterinarian

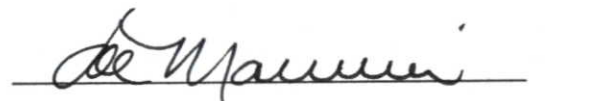
4.19.10  
Date

**Approved for Risk Management and Content:**

  
George H. Harris, ARM  
Administrator, Centralized Service Division

4-16-10  
Date

**Montana Fish Wildlife and Parks:**

  
Joe Maurier, Director  
Montana Department of Fish Wildlife & Parks

4/26/10  
Date

  
Robert Lane, Chief Legal Counsel FWP

4/21/10  
Date

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3. To support and enhance its statutorily mandated efforts concerning Montana's bison population in the GYA, DFWP has requested that DOL transfer \$72,000.00 from its CA funding to DFWP. This funding is necessary to fund a DFWP warden position at .8 FTE, including operations, overtime, and equipment costs.

4. DOL proposes and intends to provide this \$72,000.00 to DFWP from funds received through the CA.

### **II. UNDERSTANDING**

1. DFWP understands that it may expend CA funds received from DOL only to establish the FTE warden position described in paragraph three, above.

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### **III. RENEWAL**


This MOU shall remain in effect until **October 1, 2010** without need for annual renewal unless federal funding is withdrawn or unless notice of intent to terminate the MOU by either party is given to the other party at least 10 days prior to the intended termination date.

**IV. EXECUTION**

The undersigned represent that they each have authority to sign this MOU on behalf of their respective agencies, and that they have each read this MOU, understand its terms and intent, and are each free from the influence of threats, promises, or any form of duress relating to execution of this MOU.

**DEPARTMENT OF LIVESTOCK**

**DEPARTMENT OF FISH, WILDLIFE & PARKS**


  
\_\_\_\_\_  
Marc Bridges, Executive Officer

  
\_\_\_\_\_  
Jeff Hagen, Director

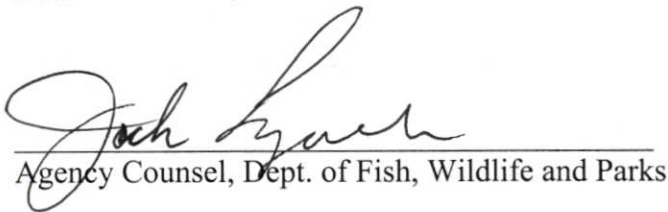
6 Sept. 01  
\_\_\_\_\_  
Date

Sept. 6, 2001  
\_\_\_\_\_  
Date

**APPROVED FOR LEGAL FORM AND CONTENT**

  
\_\_\_\_\_  
Agency Counsel, Dept. of Livestock

6 Sept 01  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Agency Counsel, Dept. of Fish, Wildlife and Parks

9-6-01  
\_\_\_\_\_  
Date

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DEPARTMENT OF LIVESTOCK

Marc Bridges  
Marc Bridges, Executive Officer

27 FEB. 01  
Date

DEPARTMENT OF FISH, WILDLIFE & PARKS

Jeff Hagen  
Jeff Hagen, Director

2/28/01  
Date

APPROVED FOR LEGAL FORM AND CONTENT

Bernard Jacobs  
Agency Counsel, Dept. of Livestock

\_\_\_\_\_  
Date

Jeck Lynch  
Agency Counsel, Dept. of Fish, Wildlife and Parks

02-29-01  
Date