

FORT PECK ASSINIBOINE AND SIOUX TRIBES  
FISH AND WILDLIFE DEPARTMENT  
TESTIMONY OPPOSING SENATE BILL 284  
TO THE HOUSE AGRICULTURE COMMITTEE

Mr. Chairman and members of the committee, My name is Robert Magnan I'm the Director of the Fort Peck Tribes Fish and Game Department. The Fort Peck Indian Reservation is located in northeastern Montana. Parts of Roosevelt, Valley, Daniels and Sheridan counties are within the reservation boundaries. I'm here today to oppose Senate Bill 284 for the following reasons.

In March of 2012 the Fort Peck Tribes entered into a Memorandum of Understanding with the Montana Fish, Wildlife and Parks to transfer 64 Quarantine Facility Study buffalo that originated from the Yellowstone National Park. In November of 2014 again the Tribes entered into another agreement with the Montana Fish, Wildlife and Parks to except another 139 brucellosis free buffalo that originated from Yellowstone National Park. The sponsor of Senate Bill 284 has stated that this bill does include an exemption from county commission approval for translocation to Tribal entities, however

In both of these MOU's the tribes agreed to provide up to 25% of the original Quarantine Facility Bison and their progeny be made available to Montana Fish, Wildlife and Parks upon request. The Tribes also agreed to work with other Tribes and conservation entities such as the American Prairie Reserve as is deemed necessary through the best available science, to regularly exchange like bison in order to maintain genetic diversity and prevent inbreeding of Quarantine Bison. In the next two (2) to Three (3) years the Yellowstone Buffalo at Fort Peck will have reached their carrying capacity and the Tribes will need to began culling the herd. At this time the Tribes will need to work with other conservation entities who want to receive genetically pure surplus buffalo. Should Senate Bill 284 pass and become law then the Tribes would not be able to comply with the two MOU's already established and approved by the state of Montana.

County commissioners do not have the expertise to ensure the long-term conservation and viability plans for wildlife. It only shifts responsibility from state wildlife agencies to county commissioners. In closing I would thank the Committee for allowing me time to inform you about the Fort Peck Tribes concerns.

*Robert Magnan*

Robert Magnan, Director  
Fort Peck Tribes Fish & Game Department

AGREEMENT BETWEEN  
MONTANA FISH, WILDLIFE & PARKS,  
AND  
ASSINIBOINE & SIOUX TRIBES OF THE FORT PECK RESERVATION

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This Agreement is entered into between Montana Fish, Wildlife, and Parks (MFWP) and the Assiniboine and Sioux Tribes of the Fort Peck Reservation (Tribes) on this 12<sup>th</sup> day of November, 2014.

WHEREAS, bison are a keynote species that have important biological, cultural, and recreational values; and

WHEREAS, the Quarantine Feasibility Study (QFS) was developed by cooperating agencies for the purpose of determining whether it is possible to develop quarantine procedures, using the best available science and adaptive research strategies, to certify that individual or groups of Yellowstone National Park (YNP) bison are free from brucellosis, including latent infections of brucellosis; and

WHEREAS, MFWP has successfully completed Phases III and IV of the QFS developed and analyzed under the 2005 QFS Environmental Assessment (EA) for continued monitoring within contained facilities and produced a number of brucellosis-free bison; and

WHEREAS, MFWP now desires to locate brucellosis-free bison onto public, private, or tribal lands for the purpose of finalizing the QFS; and

WHEREAS, MFWP takes seriously its public trust responsibility to ensure the long-term conservation and viability of genetically pure bison herds throughout their historical range and, to that end, requires that up to 25% of the original QFS bison and their progeny over the term of this Agreement will be made available to MFWP upon request; and

WHEREAS, the MFWP determined there was no significant impact to the human environment in their movement to Tribes on the Fort Peck Reservation (Reservation) and the Montana Fish and Wildlife Commission decided to move all QFS bison to Fort Peck; now

THEREFORE, the parties enter into this Agreement to affect the transfer of 139 bison from the TEI Green Ranch to Fort Peck Tribal lands pursuant to the provisions of this Agreement and the Tribes' proposal attached and incorporated into this Agreement as Exhibit A.

**A) Term.**

The parties enter into this Agreement for ten years, commencing at the date of the final signature below.

## **B) Bison Available for Conservation Purposes.**

For the purposes of future bison conservation and genetic diversity, the Tribes agree that a number of bison equal to 25% of the original QFS bison and 25% of all progeny over the ten-year term of this Agreement will generally be made available to MFWP upon request. All bison made available must be similarly disease-free and genetically-pure. The number of bison to be made available is solely at the discretion of MFWP, but it may not exceed a number greater than the 25% figure at the time of request. MFWP will work cooperatively with the Tribes to ensure reasonable notice, timing, logistics, age and gender ratio of bison, and other important elements of any such request. In the event of significant bison mortality due to unforeseen circumstances, the parties agree to negotiate in good faith to determine an appropriate number of bison to be made available for conservation purposes under this agreement.

## **C) Fort Peck Tribes' Responsibilities.**

1. The Tribes will transport the 139 QFS bison from the TEI Green Ranch directly to Tribal lands (location identified in the proposal), the boundaries of which are set forth in Figure 1 of Exhibit A, and also retain all risks associated with transport.
2. The Tribes will care for and maintain the bison transferred to Tribal lands, and any subsequent offspring, using proper animal husbandry and appropriate care for its custodianship of the QFS bison, but will not be liable for any loss of bison, except for loss resulting from reckless or intentional breaches of an applicable standard of care.
3. The Tribes will continue to test and monitor the previous cohort of QFS bison received by the Tribes under the Agreement dated March 16, 2012, under the QFS protocols. Receipt of the current QFS bison under this Agreement does not alter that responsibility. The Tribes may either choose to integrate all QFS bison, both previous and current cohorts, and then test and monitor all QFS bison (both previous and current) under the QFS protocols; or the Tribes will keep the first cohort of QFS bison epidemiologically separate and distinct from other livestock and bison herds, including the QFS bison received under this Agreement to prevent any potential disease transmission. In the event of separation, the test and monitor protocols would not apply to the QFS bison received under this Agreement. In the event that previous and current QFS bison are inadvertently comingled, all QFS bison from that point forward would be required to be tested and monitored according to the QFS protocols continued in the March 16, 2012 MOU.
4. The Tribes will ensure that adequate resources are available to maintain all QFS bison and their offspring as wildlife to be managed in a manner congruent with the Tribes' proposal and for the best care for the conservation of the QFS bison even if this includes management tools such as hunts and culling of QFS bison (and offspring). Prior to any management actions undertaken by the Tribes for population management such as hunting, culling, or genetic exchange with another entity, the Tribes will consult with MFWP. MFWP may determine the disposition of 25% of the number of bison to be reduced. MFWP may opt to manage those bison through a hunt opportunity for Montana licensed hunters, subject to all applicable Tribal laws, rules and regulations, or opt for a credit equal to 25% of the population reduction for future placement of

bison for conservation purposes as contemplated in Section B of this Agreement. In no event may the entire QFS bison herd be extirpated by Tribes' management actions without informing MFWP and making reasonable alternative accommodation for the transfer of all QFS bison and their progeny to another recipient of MFWP's choosing.

5. If, for any reason, QFS bison escape from the exterior Reservation boundaries, the Tribes have the sole responsibility to return escaped QFS bison to Tribal lands as early as practicable, but the response must be completed within 72 hours of the Tribes' knowledge of such escape in order to reduce the potential for disease transmission to QFS bison through commingling and the potential for damage caused by escaped QFS bison to persons or property outside the exterior Reservation boundaries. If escaped QFS bison are not returned to Tribal lands within 72 hours, and they are found outside the exterior Reservation boundaries, MFWP will respond as necessary, managing QFS bison as wildlife under their jurisdiction pursuant to Title 87, Montana Code Annotated, and applicable state regulations. Tools for the removal of QFS bison include hazing or herding, capture and transport, lethal removal by appropriate officials, and the issuance of kill permits to landowners affected by escaped QFS bison that remain outside the Reservation beyond the 72-hour period. Capture and transport is the preferred alternative. The Tribes will notify MFWP as early as practicable if QFS bison escape outside the Reservation boundaries.

6. The Tribes will be solely responsible for any damage to persons or property caused by the QFS bison should they escape. The Tribes will maintain liability insurance to cover any claims for damages to persons or property during the term of this Agreement. At MFWP's request, the Tribes will disclose all claims received by the Tribes seeking damages to persons or property caused by escaped QFS bison. The Tribes will indemnify and hold MFWP harmless for any and all claims for damages to persons or property occurring during the term of this Agreement and the placement of QFS bison on Tribal lands caused by QFS bison escapes from bison pastures.

7. The Tribes will allow state and federal APHIS officials access to the QFS bison and offspring during the term of the Agreement for purposes of monitoring compliance with conditions and criteria of this Agreement, subject to the requirement that MFWP give reasonable, advance notice, as further defined below. In the event state or federal officials desire access to the QFS bison and offspring during the term of the Agreement for purposes other than those set forth above, the state or federal employee will request permission, in writing, summarizing the purpose(s) for the access, which permission will not be unreasonably withheld.

8. As provided above in Section B, above, the Tribes will transfer to MFWP, upon request, up to a number of bison equal to 25% of the original QFS bison and 25% of all progeny over the ten-year term of this Agreement for conservation purposes.

9. The Tribes will cooperate with MFWP and other conservation entities such as the American Prairie Reserve, the Cherokee Nation of Oklahoma, the Utah Division of Wildlife for the Henry Mountains and Book Cliffs, and the Wildlife Conservation Society Zoo Consortium, as is deemed necessary through the best available science, to regularly exchange like bison in order to maintain genetic diversity and prevent inbreeding of QFS bison.

#### **D) MFWP Responsibilities.**

1. MFWP will coordinate with DOL and APHIS to facilitate the transfer of 139 QFS bison to the Tribes for care and maintenance over the term of the Agreement.
2. MFWP acknowledges that the QFS bison transferred to the Tribes will be managed under the laws of the Tribes as a sovereign nation. The status attributed to these bison under the separate sovereign law does not alter their status as wildlife in Montana under the jurisdiction of MFWP, but only when they are found outside the exterior boundaries of the Reservation.
3. MFWP may manage QFS bison that are found outside Reservation boundaries and are within the jurisdiction of the State of Montana as provided in Section C.6. above.
4. MFWP will give 24-hour notice to the Tribal liaison, identified below, either orally or in writing, for access to QFS bison.
5. MFWP may request and receive up to a number of bison equal to 25% of the original QFS bison and 25% of all progeny over the ten-year term of this Agreement for the purposes contained herein. MFWP will notify the Tribes of intent to receive such bison 180 days prior to any required transfer.
6. MFWP will cooperate with the Tribes, as is deemed necessary through the best available science, to regularly exchange like bison in order to maintain genetic diversity and prevent inbreeding of QFS bison.

**E) Mediation.**

The parties agree that in the event of a dispute with regard to this Agreement, they shall first seek resolution through non-binding mediation. The parties will mutually agree upon a mediator, and will each pay one-half of the costs and fees of the mediator. The mediator shall be subject to state, federal, and tribal law with regard to the confidentiality of information. If a good faith effort at non-binding mediation does not resolve the dispute within ninety (90) days from receipt of notice of the dispute, the parties may submit the matter to binding arbitration in accordance with Section F, below. The parties may, by written agreement, extend the time for the mediator to resolve the dispute.

**F) Arbitration.**

The arbitration provisions of this Agreement govern only disputes between the Tribes and the State of Montana relating to each such party's respective rights and obligations under this Agreement. Thus, for purposes of this Section G, the term "parties" refers only to the Tribes and the State of Montana.

1. Appointment of an Arbitrator. Upon the submission of a matter to arbitration by the parties, the parties shall appoint an arbitrator to resolve the dispute.

2. Panel of Arbitrators. If the parties are unable, within five (5) working days after a dispute has been submitted to arbitration, to agree upon the appointment of a single arbitrator, a panel of three (3) arbitrators shall be appointed within five (5) additional working days as follows: one arbitrator shall be appointed by the State of Montana, one arbitrator shall be appointed by the Tribes, and the third arbitrator shall be selected by agreement of the other two arbitrators. If the two arbitrators cannot agree upon the third arbitrator within five (5) working days, the third arbitrator shall be chosen by the Director of the Margery Hunter Brown Indian Law Clinic at the University of Montana School of Law. If the Director shall fail to make an appointment within fifteen (15) working days of a request to do so, the parties shall agree upon another neutral official who is willing to select the third arbitrator.

3. Expenses of Arbitrator and Arbitration Panel. Expenses of arbitrator or the arbitration panel shall be shared equally by the State of Montana and the Tribes.

4. Procedure of Arbitration. The arbitrator or arbitration panel shall hold hearings to gather evidence needed to resolve the dispute and shall give notice to the parties by registered mail not less than five (5) working days before any hearing. All hearings shall be held at the Fort Peck Community College, Poplar, Montana, unless otherwise agreed by the Parties. Appearance at the hearing waives such notice.

5. Powers of the Arbitrator or Arbitration Panel. The arbitrator or arbitration panel shall have power to administer oaths to witnesses, and to take evidence under oath. The arbitrator and the arbitration panel, by majority vote, shall have the power to issue subpoenas to compel the attendance of employees of the parties or for the production of books, records, documents and other relevant evidence under the control of the parties. All decisions of the arbitrator or the arbitration panel shall be by majority vote, in writing, and, together with any dissenting opinions, shall be delivered to parties.

6. Enforcement of Arbitration Decision. The decision of the arbitrator or arbitration panel shall be presumed to be valid, shall be enforceable in full in any court having jurisdiction over the party against which enforcement is sought and may only be vacated or modified by such court on one of the following grounds: (i) the decision is not supported by substantial evidence; (ii) the decision was procured by corruption, fraud, or undue means; (iii) there was evident partiality or corruption by the arbitrator, arbitration panel or by any member; (iv) the arbitrator, arbitration panel or any member was guilty of misconduct in refusing to hear evidence pertinent and material to the matter in dispute, or any other clear misbehavior by which the rights of either of the parties have been substantially prejudiced; (v) the arbitrator or arbitration panel or any member exceeded its authority under the terms of this Agreement; or (vi) the arbitrator's or arbitration panel's decision is contrary to law.

#### **G) Sovereign Immunity.**

1. State Liability Under this Agreement. The State's liability under this Agreement is as provided by the Montana Constitution and the Montana Code Annotated, Title 18, Chapter 1, part 4, and Title 2, Chapter 9, part 1, and is waived for the purposes of mediation, arbitration, and

judicial review and enforcement of arbitration decisions issued pursuant to this Agreement. The State does not waive its immunity for actions in Fort Peck Tribal Court.

2. Tribal Limited Waiver of Immunity to the State. The Tribes grants a limited waiver of sovereign immunity in favor the State for mediation, arbitration, and judicial review and enforcement of arbitration decisions issued pursuant to this Agreement.

3. Tribal Limited Waiver of Immunity to Third Parties. The Tribes grants a limited waiver of immunity with respect to damages to persons or property caused by escaped QFS bison; provided, the Tribes' immunity waiver shall be limited further as follows: a) only for actions arising in tort for damages caused by escaped QFS bison; b) only for claims up to \$750,000 per claim, \$1.5 million per occurrence; c) only to the extent damages are within the limits of the Tribes' liability insurance maintained under Section C, subsection 6 of this Agreement; and d) only for actions brought in Fort Peck Tribal Court. The Tribes' waiver of immunity does not and shall not extend to any claim or suit of any kind for punitive damages, exemplary damages, or attorney fees. In all other respects, the Tribes retain its sovereign immunity from suit. The Tribes do not waive their immunity for actions in the courts of the State of Montana.

#### **H) Choice of Law, Remedies, and Venue.**

1. The parties agree that this Agreement shall be governed and interpreted according to applicable federal laws and regulations, applicable of State of Montana laws and regulations, and applicable Tribal laws and regulations.

2. The parties agree to first engage in non-binding mediation for the purpose of resolving any disputes that may arise under this Agreement, as provided in Section E, above.

3. If a mediated resolution is not possible, the parties agree and stipulate that for all claims in which the State is a party, including claims involving a third party, such claims shall be submitted to binding arbitration under Section F, above.

4. With regard to claims involving exclusively third parties, and not involving the State as a party, the Fort Peck Tribal Court shall have exclusive jurisdiction.

5. In the event of a breach of this Agreement by either party that is not resolvable through non-binding mediation, upon written notice to breaching party of the substance of the alleged breach and the remedies sought, the non-breaching party shall be entitled to suspend any of the non-breaching party's obligations hereunder to the extent of the breach and demand arbitration for appropriate relief. The failure to pursue a remedy for one or more breaches is not a waiver of any right to a subsequent breach of the same or a different term hereof.

#### **H) Indemnification.**

The Tribes agree to indemnify, defend, and hold MFWP and their elected and appointed officials, agents, and employees, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, against MFWP and their partners, elected and appointed officials, agents, and employees on account of bodily or personal injuries,

death, or damage to property or breach of contract arising out of the negligent or willful acts or omissions of the Tribes and its officers and employees, representatives, agents, subcontractors, successors-in-interest, and assigns.

MFWP agrees to indemnify, defend, and hold the Tribes and its officers, employees, representatives, agents, subcontractors, successors-in-interest, and assigns, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, against the Tribes and its officers, employees, representatives, agents, subcontractors, successors-interest and assigns, on account of bodily or personal injuries, death, or damage to property or breach of contract arising out of the negligent or willful acts or omissions of MFWP and their elected and appointed officials, agents, and employees.

**I). Liaison and Service of Notices.**

All project management and coordination on behalf of MFWP will be through a single point of contact designated below. The Tribes designate a liaison that will provide the single point of contact for management and coordination of activities contemplated in this Agreement. All work performed pursuant to this Agreement will be coordinated between each party's liaison.

MFWP:  
Region Six Supervisor  
54078 US Hwy 2 W  
Glasgow, MT 59230  
(406) 228-3700

Fort Peck Tribes:  
Tribal Chairman  
Fort Peck Tribal Executive Board  
P.O. Box 1027  
Poplar, MT 59255

The MFWP and Tribal liaisons may be changed by written notice to the other party. Written notices, requests, or complaints will first be directed to the liaison.

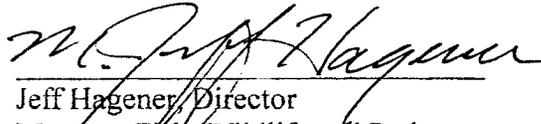
**J) 2012 MOU Expiration.**

At the expiration of the March 16, 2012 MOU between MFWP and the Tribes, dated March 16, 2012, the parties agree that this Agreement shall continue for the dual management of all QFS bison, both previous and current, until the expiration of this Agreement.

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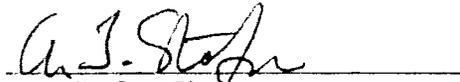
**K) Execution.**

The parties, through their authorized agents have executed this Agreement on the dates set out below.



Date: 11/12/2014

Jeff Hagener, Director  
Montana Fish, Wildlife and Parks  
P.O. Box 200701  
Helena, MT 59620



Date: 11-12-2014

A.T. Stafne, Chairman  
Fort Peck Tribal Executive Board  
P.O. Box 1027  
Poplar, MT 59255

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MONTANA FISH, WILDLIFE & PARKS  
AND  
THE ASSINIBOINE & SIOUX TRIBES OF THE FORT PECK RESERVATION  
FOR  
QUARANTINE FEASIBILITY STUDY BISON

This Memorandum of Understanding (MOU) is entered into between Montana Fish, Wildlife & Parks (MFWP) and the Assiniboine & Sioux Tribes of the Fort Peck Reservation (FPT) on this 16th day of March, 2012.

WHEREAS, bison is a keystone species that has important biological, cultural and recreational values, and has significant historical, socio-economic, cultural and religious value to the Assiniboine and Sioux Tribes and its members.

WHEREAS, a Quarantine Feasibility Study (QFS) was developed by several cooperating agencies for the purpose of developing quarantine procedures, using the best available science and adaptive research strategies, to certify that individuals or groups of Yellowstone National Park (YNP) bison are free from brucellosis, including latent infections of brucellosis, and

WHEREAS, MFWP desires to proceed to Phase IV of the QFS under the criteria and conditions developed in the 2005 QFS EA for continued monitoring within contained facilities with the desire that the QFS bison and/or their offspring could be available for conservation purposes at the completion of phase IV, and

WHEREAS, QFS bison have been tested numerous times for brucellosis, and have repeatedly tested negative for brucellosis during Phase III of the QFS, and

WHEREAS, 64 QFS bison have finished Phase III of the QFS and require a location where they and any offspring born over the 5 year monitoring period can continue to be tested for brucellosis, and

WHEREAS, after a Montana Environmental Policy Act (MEPA) decision-making process, the MFWP Commission has approved the Assiniboine & Sioux Tribe's lands as an Interim Translocation Site for maintaining and managing up to 64 QFS bison pursuant to the protocol of the QFS with the longer-term objective of restoring and conserving the genetics of the Yellowstone Bison.

THEREFORE LET IT BE RESOLVED, that MFWP and FPT enter into this Memorandum of Understanding to effect the transfer of up to 64 bison from the QFS facility to the Fort Peck Indian Reservation, for management of these bison and their progeny. For the term of this MOU, MFWP and FPT agree that transferred bison will continue to be considered QFS bison. Upon completion of the term of this MOU, MFWP and FPT agree that such bison will no longer be considered QFS bison, but will be under the sole jurisdiction of FPT.

THEREFORE BE IT FURTHER RESOLVED, that for the purposes of future bison conservation on other tribal or public lands, up to twenty-five percent of the progeny of QFS bison will be made available to MFWP upon request.

- a) Escape from Surveillance Pasture April through June but still within Reservation boundaries: If QFS bison escape during the April through June calving season and are not returned to the surveillance pasture within 72 hours and the QFS bison are found within Reservation boundaries, the FPT upon MFWP's request will take lethal removal, quarantine, or testing actions as FPT and MFWP deem appropriate, for those QFS bison that have commingled or are suspected to have commingled with other bison or livestock on the Reservation.
  - b) Escape from Exterior Reservation Boundary: If escaped QFS bison are not returned to the surveillance pasture within 72 hours, and they are found outside the exterior Reservation boundaries, MFWP reserves the right to lethally remove escaped QFS bison through any means necessary and allowed by law. QFS bison that move off the Reservation will be considered wildlife by MFWP, subject to applicable wildlife statutes and rules under Title 87 MCA. Tools for the removal of QFS bison off of the reservation include hazing or herding, trapping and transport, lethal removal by MFWP or FPT officials, and the issuance of kill permits to landowners affected by QFS bison that are off of the reservation. Trapping and transport is the preferred alternative.
  - c) If, during the term of this MOU, QFS bison escape more than three times from the exterior Reservation boundaries due to the negligence of FPT, and such escapes result in substantial damage to persons or property and FPT fails to compensate for actual and reasonable damages within a reasonable time, FPT, upon MFWP request, will return original QFS bison and up to 25% of their progeny to MFWP.
- 7) FPT will be solely responsible for any damage to persons or property caused by the QFS bison should they escape. FPT will keep liability insurance to cover any claims during the 5 year monitoring period. FPT will disclose all claims to MFWP that have been filed on liability insurance. FPT will indemnify and hold MFWP harmless for any and all claims for damages to persons or property occurring during the term of this MOU and the placement of QFS bison on FPT lands caused by QFS bison escapes from the surveillance pasture.
  - 8) FPT will ensure that adequate resources are available to maintain the surveillance pasture and care of QFS bison during the term of this MOU. To keep QFS bison from exceeding carrying capacity, either supplemental feeding or culling, or both, will be employed.
  - 9) FPT will prepare status reports on all births, escapes, ingress, egress, deaths and other significant incidents related to QFS bison and provide such reports to MFWP on a quarterly basis.
  - 10) Upon request, FPT will transfer to MFWP up to 25% of the progeny of QFS bison for the aforementioned conservation purposes.
  - 11) FPT agrees that the Fort Peck Tribes/State of Montana Technical Committee is the appropriate committee to address any MOU issues.
  - 12) FPT will provide reasonable access to MFWP for inspection of QFS bison or FPT facilities at any time and for any reason, given 24 hours' notice from MFWP.

such response solely to QFS bison and their offspring, and not to other FPT bison or livestock.

**E) Indemnification**

FPT agrees to protect, defend, and save MFWP and its elected and appointed officials, agents, and employees, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, against MFWP and their elected and appointed officials, agents, and employees on account of bodily or personal injuries, death, or damage to property arising out of the negligent acts or omissions of FPT.

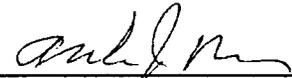
MFWP agrees to protect, defend, and save FPT and its elected and appointed officials, agents, and employees, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, against FPT and its elected and appointed officials, agents, and employees on account of bodily or personal injuries, death, or damage to property arising out of the negligent acts or omissions of MFWP

**F) Liaison and Service of Notices**

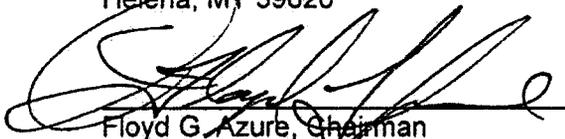
Unless otherwise designated by the FPT Chairman and the Director of MFWP, the liaisons for day-to-day implementation of this MOU shall be the FPT Fish and Wildlife Director and the MFWP Region 6 Bureau Chief. All written notices, reports and other information required to be exchanged between the parties must be directed to these persons, with copies to the FPT Chairman and the Director of MFWP.

**Execution**

The parties through their authorized agents have executed this MOU on the dates set out below.

F/6   
\_\_\_\_\_  
Joe Maurier, Director  
Montana Fish, Wildlife and Parks  
PO Box 200701  
Helena, MT 59620

Date: 3/16/2012

  
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Floyd G. Azure, Chairman  
Fort Peck Tribal Executive Board  
PO Box 1027  
Poplar, MT 59255

Date: 3/16/2012

## AMENDMENT

To the Memorandum of Understanding between Montana Fish, Wildlife, and Parks and the Assiniboine and Sioux Tribes of the Fort Peck Reservation for Quarantine Feasibility Study Bison, dated March 16, 2012.

Section B (2) of the MOU is amended to read as follows:

2. The FPT will release the QFS bison within the exterior boundaries of the FPT reservation into a pasture interior to those boundaries, designated as the surveillance pasture, which must be of adequate carrying capacity. Fencing will be of adequate height, and will consist of woven wire, a combination of barbed or high tensile wire and electricity, or any similar combination of materials that has been shown to be effective for bison, including panel fencing in the case of corral facilities.



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Joe Maurier, Director  
Montana Fish, Wildlife and Parks  
PO Box 200701  
Helena, MT 59620



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Floyd G. Azure, Chairman  
Fort Peck Tribal Executive Board  
PO Box 1027  
Poplar, MT 59255