MEMORANDUM OF AGREEMENT

FOR

COORDINATION OF WILDLIFE AND TRANSPORTATION ISSUES

BETWEEN

MONTANA DEPARTMENT OF TRANSPORTATION

AND

MONTANA FISH, WILDLIFE AND PARKS

This Memorandum of Agreement (MOA) is entered into by the Montana Department of Transportation (MDT) and Montana Fish, Wildlife, and Parks (FWP) (collectively "Parties" and singularly "Party") to institutionalize continued communication, cooperation, and collaboration with the intent of providing for a safe, efficient, and environmentally sensitive transportation system while also stewarding the state's wildlife resources.

Wildlife refers to terrestrial species. A Memorandum of Understanding (MOU) outlining procedures between the Parties for Stream Protection Act coordination and compliance is currently in place.

RECITALS

WHEREAS, the Montana Constitution grants the authority for MDT and FWP to coordinate on wildlife and transportation issues; and

WHEREAS, MDT's authority is defined by USC Title 23 and MCA Title 60; and

WHEREAS, FWP's authority is defined by MCA Titles 23 and 87; and

WHEREAS, MDT is committed to serving the public by providing a transportation system and services that emphasize quality, safety, cost effectiveness, economic vitality, and sensitivity to the environment; and

WHEREAS, FWP is committed to providing for the stewardship of the fish, wildlife, parks, and recreational resources of Montana, while contributing to the quality of life for present and future generations; and

WHEREAS, Montana's transportation system and wildlife resources provide economic, social, cultural and recreational benefits to Montana's citizens and visitors; and

WHEREAS, the state transportation system and wildlife movements and habitat intersect, leading to wildlife-vehicle conflicts and habitat fragmentation; and

WHEREAS, the Montana Wildlife and Transportation Summit was held in December 2018 where state, local, federal, tribal government, and non-governmental organizations gathered to

collaboratively address challenges and develop strategies to work together on wildlife and transportation issues; and

WHEREAS, MDT and FWP cooperate with each other and collaborate with other stakeholders for the common purpose of delivering a safe, efficient, and environmentally sensitive transportation system while simultaneously stewarding the state's wildlife resources.

NOW, THEREFORE, the Parties agree as follows:

1. FWP agrees as resources allow and priorities dictate to:

    a. Commit to and make appropriate staff and resources available to coordinate and collaborate with MDT at regular intervals on wildlife and transportation issues.

    b. Inform MDT of FWP's research and habitat conservation programs and engage MDT early when there is a wildlife-transportation nexus to ensure MDT can understand and provide input on wildlife and transportation-related concerns.

    c. Provide biological expertise, knowledge, and applicable data on wildlife for MDT highway planning, projects, design, studies, and transportation research.

    d. Consider wildlife and transportation needs and recommendations from MDT in wildlife research prioritization, data collection, and analysis products, habitat prioritization, and land conservation.

    e. Coordinate with MDT on press releases or other external releases of information; submitting grant or award applications; or responding to third party initiatives and requests related to wildlife and transportation issues, as appropriate, to promote the cooperative relationship between the agencies.

2. MDT agrees as resources allow and priorities dictate to:

    a. Commit to and make appropriate staff and resources available to coordinate and collaborate with FWP at regular intervals on wildlife and transportation issues.

    b. Inform FWP of new project proposals and engage FWP early when there is a wildlife-transportation nexus in research, planning, and design phases of transportation projects to ensure FWP can understand and provide input on wildlife-related concerns.

    c. Consider wildlife information and recommendations from FWP in MDT highway planning, projects, design, studies, and transportation research regarding wildlife-related concerns.

    d. Provide wildlife and transportation expertise, knowledge, and applicable data for FWP consideration in wildlife research prioritization, data collection, analysis products, habitat prioritization, and land conservation.

    e. Coordinate with FWP on press releases or other external releases of information; submitting grant or award applications; or responding to third party initiatives and

requests related to wildlife and transportation issues, as appropriate, to promote the cooperative relationship between the agencies.

3. The Parties mutually agree as resources allow and priorities dictate to:

   a. Build upon existing work and relationships between MDT and FWP to maintain a solid foundation to address wildlife and transportation issues. Acting together, the agencies will continue building relationships with Montanans for Safe Wildlife Passage (MSWP) and other stakeholders to ensure broad engagement in wildlife and transportation issues.

   b. Commit to and make appropriate staff available to engage in the Montana Wildlife and Transportation Steering Committee and Planning and Implementation Team (PIT Crew) made up of MDT, FWP, and MSWP representatives with support from other key staff.

   c. Share data and information to define key areas of wildlife-vehicle conflict and important areas for wildlife movement.

   d. Work together to investigate and implement wildlife accommodations to minimize safety risk associated with wildlife-vehicle conflicts and highway impacts to terrestrial wildlife movement and wildlife habitats.

   e. Further develop methods and measures of success for monitoring and evaluating the success of wildlife accommodations measures to determine their effectiveness in facilitating safe wildlife movement across highways. Collaborate to identify and implement mutually agreed upon adaptive management strategies, which will improve the effectiveness of constructed wildlife accommodations.

   f. Further elevate public awareness of wildlife and transportation issues through a mutual communication strategy for public education and outreach.

   g. Work together to engage landowners in wildlife and transportation issues.

   h. Evaluate the agency partnership and discuss matters affecting this MOA at the director level on no less than an annual basis.

   i. Coordinate biennial meetings with relevant agency staff, including FWP regional and MDT district staff, to review highway projects and other wildlife and transportation issues at the regional/district scale.

   j. Explore funding opportunities and new funding mechanisms for wildlife and transportation research, education and outreach, land conservation, wildlife accommodation projects, operations and maintenance, and monitoring and adaptive management. Work with MSWP and other stakeholders to identify and develop these funding efforts.

   k. Develop the agency staff knowledge and skills needed to efficiently and effectively address wildlife and transportation issues.

   l. Provide information and report on the progress of wildlife and transportation efforts via the Montana Wildlife and Transportation website.

4. Agency Management Involvement/Conflict Resolution

   a. The Parties will make every effort to expeditiously resolve outstanding issues at the lowest possible staff level of their respective agencies. If the Parties' staff and supervisors cannot reach agreement on any issue, the Parties agree to elevate the decision to successively higher and corresponding (e.g., bureau chief to bureau chief) staff levels within each Party until a course of action is agreed upon. Each level will be given 15 working days to make a mutually agreed upon decision or elevate to the next higher level.

   b. The Parties may elevate the issue to their respective director or director's designee with appropriate decision-making authority.

5. Effective Date, Duration, and Amendments.

   a. This MOA is effective as of the last signature date.

   b. The Parties will review this MOA for needed amendments every five (5) years.

   c. Amendments to this MOA may be proposed by either Party at any time and shall become effective upon signature by both Parties.

6. Termination Generally. Either Party may terminate this MOA for any reason upon thirty (30) days written notice to the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Agreement.

MONTANA DEPARTMENT OF TRANSPORTATION

By: _____ Date 3/5/2020
Mike Tooley, Director

_____ Date 3/4/20
MDT Legal Counsel

MONTANA FISH, WILDLIFE AND PARKS

By: _____ Date 2/25/2020
Martha Williams, Director

_____ Date 2/21/2020
FWP Legal Counsel