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STATE-TRIBAL COOPERATIVE AGREEMENT BETWEEN THE ~~FWP~~ ~~DEPARTMENT OF THE~~
CONFEDERATED SALISH AND KOOTENAI TRIBES OF THE FLATHEAD NATION AND THE
MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS

1. RECITALS.

(a) The parties to this Agreement are the Confederated Salish and Kootenai Tribes of the Flathead Indian Reservation (hereafter "Tribes"), a federally-recognized Indian tribal government, by and through the Tribal Council, and the State of Montana, acting through the Montana Department of Fish, Wildlife and Parks (hereafter "Department").

(b) The Agreement is authorized pursuant to Article VI, Section 1, clause (a) and (c) of the Constitution of the Tribes and pursuant to the provisions of the State-Tribal Cooperative Agreements Act, codified at 18-11-103, M.C.A. (2009).

(c) The purpose of this Agreement is to formalize the legal authorities of enforcement officers working for the Department and for the Tribes, as contemplated in 87-1-503 M.C.A. (2009), (Tribal wardens have the same powers with reference to the enforcement of the fish and game laws of Montana), which authorizes the Department to confer the status of ex officio warden upon Tribal fish and game wardens pursuant to a cooperative agreement. As such, this Agreement is entered for the purpose of law enforcement, as addressed in 18-11-104 (2), M.C.A. (2009).

(d) The parties to this Agreement commit to abiding by its terms and to the terms of all federal, State and Tribal laws, privileges and immunities, including Tribal sovereign immunity.

2. GENERAL PROVISIONS.

(a) Duration of Agreement.

This Agreement shall remain in force until terminated by either party.

(b) No Separate Legal Entity.

No separate legal entity is created by this Agreement.

(c) Purpose of Agreement.

The parties enter into this Agreement for the purpose of providing the status of ex officio warden to fish and game wardens of the Tribes under the authority of 87-1-503, M.C.A. (2009), (Tribal wardens have the same powers with reference to the enforcement of the fish and game laws of Montana). Ex officio warden status and jurisdictional authority shall be co-extensive with that of Department wardens.

(d) Financing the Agreement.

Except as otherwise provided under 87-1-503, M.C.A. (2009), the parties shall pay and provide employment salary and benefits, as well as property, equipment and materials necessary for performance of their duties, to their wardens in accordance with the laws of their respective governments.

(e) Termination.

(1) Either party may terminate this Agreement for any reason. The party intending to terminate the Agreement shall provide the other party with written notice of its intent to terminate. Termination shall occur thirty days after receipt of such written notice of intent to terminate.

(2) Upon termination of this Agreement, all loaned or shared property, equipment and materials shall be returned to the party in accordance with the provisions of Section 2 (g).

(3) If this Agreement should terminate during the progress of an ongoing investigation or judicial proceeding arising out of or resulting from this Agreement in which a Tribal ex officio warden is a necessary party or witness, that officer shall continue his or her participation to the extent not prohibited under federal judicial decision or statute.

(4) Termination of this Agreement shall have no force or effect on any other Agreement between the parties.

(f) Administration of Agreement.

(1) Upon final approval of this Agreement, the Department shall provide Tribal fish and game wardens with the written credentials necessary to vest the Tribal wardens with full authority to enforce those laws of the State of Montana enumerated in 87-1-503 M.C.A. (2009).

(2) The Department shall provide to Tribal wardens training in Department procedures necessary to accomplish the purpose of this Agreement.

(3) The Regional Warden Captains and the Chief of Tribal Fish and Game shall meet as necessary to coordinate the enforcement of the fish and game laws of the State of Montana and the Tribes.

(g) Real and Personal Property.

(1) The parties do not intend to acquire, hold or dispose of real property pursuant to this Agreement.

(2) Each government shall provide their wardens with personal property in accordance with its own laws and regulations.

(3) All personal property, equipment or materials loaned or shared between Tribal and Department wardens shall be returned to the party providing the same in as good a condition as when transferred when the intended use has been completed, subject to reasonable wear and tear of a nature arising out of the intended use. The party in possession of loaned or shared personal property, equipment or material shall be responsible for repair or replacement of damaged or lost loaned or shared property, equipment or material arising out of or resulting from causes other than those for which the transfer was intended.

(h) Mutual Defense.

The parties enter into this Agreement only after concluding that its provisions are lawful. Should the legality of the Agreement or any provision thereof be challenged in any court prior to termination or notice of termination of the Agreement, the parties agree to use their best efforts to jointly defend the enforceability of the Agreement and each of its provisions.

3. PROVISIONS SPECIFIC TO LAW ENFORCEMENT

(a) Qualifications of Law Enforcement Personnel.

Tribal wardens who have completed either the federal Indian Police Academy or the Montana

Peace Officer Standards Training program, and are Tribal wardens in good standing, qualify for ex officio warden status. Tribal wardens shall attend warden training sessions provided by the Department upon adequate notice and scheduling considerations.

(b) Liability.

Each party shall carry liability insurance for the acts, errors and omissions of their wardens in accordance with the laws and regulations of their respective governments.

(c) Chain of Command.

The chain of command for the Department and for the Tribal wardens shall not be altered by this Agreement.

IN WITNESS WHEREOF, the Confederated Salish and Kootenai tribes and the State of Montana, by and through the Montana Department of Fish, Wildlife and Parks, hereby execute this Agreement.



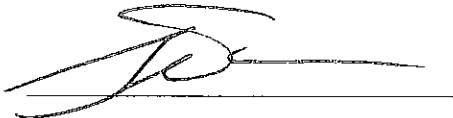
Date 10-5-10

E. T. "Bud" Moran, Tribal Chairman
Confederated Salish and Kootenai Tribes



Date 10/7/10

Joe Maurier
Director, Department of Fish, Wildlife and Parks
State of Montana



Date 10/15/10

Steven Bullock, Attorney General
State of Montana

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