

HOUSE BILL NO. 515

Introduced: 01/26/83

Referred to Committee on Fish & Game: 01/26/83

Hearing: 2/8/83

Report: 02/11/83, Do Pass, As Amended

2nd Reading: 02/14/83, Do pass

3rd Reading: 02/16/83, Do Pass

Transmitted to Senate: 2/16/83

Referred to Committee on Agriculture, Livestock, & Irrigation

Hearing: 2/28/83

Died in Senate Committee

1 *House* BILL NO. *515*
 2 INTRODUCED BY *James Kelley Ryan Stohin Ryan*
 3 *Lakson Manuel Martin J. Beaud*
 4 A BILL FOR AN ACT ENTITLED: "AN ACT TO AUTHORIZE THE
 5 DEPARTMENT OF FISH, WILDLIFE, AND PARKS TO COMPENSATE
 6 PROPERTY OWNERS FOR DAMAGE DONE BY GRIZZLY BEARS AND
 7 WOLVES."
 8

9 WHEREAS, according to section 87-5-103, MCA, it is the
 10 policy of the state of Montana to manage certain nongame
 11 wildlife, including grizzly bears (*Ursus arctos horribilis*)
 12 and wolves (*Canis lupus*), for human enjoyment, for
 13 scientific purposes, and to insure their perpetuation as
 14 members of ecosystems; and

15 WHEREAS, according to section 87-5-301, MCA, it is the
 16 specific policy of the state of Montana to protect,
 17 conserve, and manage grizzly bears as rare species of
 18 Montana wildlife; and

19 WHEREAS, the grizzly bear and wolf are listed as
 20 threatened species in Montana and protected by the federal
 21 Endangered Species Act of 1973; and

22 WHEREAS, the current state law regarding the regulation
 23 of wild animals damaging property, section 87-1-225, MCA,
 24 does not adequately recognize the special rare and
 25 threatened status of the grizzly bear and wolf and

1 consequently does not adequately protect these animals; and
 2 WHEREAS, grizzly bears, wolves, and Montana property
 3 owners would benefit from a program to reduce the risk of
 4 damage caused by grizzly bears or wolves and compensate
 5 those persons suffering unavoidable damage; and

6 WHEREAS, the Department of Fish, Wildlife, and Parks
 7 has exclusive power to spend, for the protection,
 8 preservation, and propagation of fish, game, fur-bearing
 9 animals, and game and nongame birds, all state funds
 10 collected or acquired for that purpose, whether arising from
 11 state appropriation, licenses, fines, gifts, or otherwise.

12
 13 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

14 Section 1. Short title. [This act] may be cited as the
 15 "Grizzly Bear and Wolf Damage Compensation Act".

16 Section 2. Purpose. The purpose of this act is to
 17 preserve grizzly bears and wolves, to educate Montana
 18 property owners with respect to minimizing the risk of
 19 damage caused by grizzly bears and wolves, and to compensate
 20 property owners for unavoidable damage caused by these
 21 animals.

22 Section 3. Definitions. As used in [this act], the
 23 following definitions apply:

24 (1) "Claimant" means an individual, association,
 25 partnership, corporation, estate, or other entity that makes

a claim to the state of Montana for compensation for damages caused by grizzly bears or wolves.

(2) "Department" means the department of fish, wildlife, and parks provided for in 2-15-3401.

(3) "Director" means the director of the department.

(4) "Prevention agreement" means a contract between the state of Montana and a property owner for the purpose of minimizing the risk of damage caused by grizzly bears or wolves.

Section 4. Prevention agreement required. The department may enter into a prevention agreement with any person in the state of Montana for the purpose of minimizing the risk of damage to private property caused by grizzly bears or wolves. A person wishing to be compensated for damage caused by grizzly bears or wolves must enter into a valid prevention agreement with the department prior to the time the damage occurs. The prevention agreement is not valid unless signed by both parties. No claim may be paid unless a valid prevention agreement existed prior to the time the damage occurred.

Section 5. Prevention agreements -- conditions -- renewal. (1) When a person notifies the department that he wishes to be included in the compensation program, an employee of the department shall inspect the premises which are the subject of the proposed agreement. Upon a thorough

inspection of the property, the department employee may include specific conditions in the prevention agreement that must be met by the property owner before the agreement is signed by the director. These conditions must be specific, not cause undue hardship, monetary or otherwise, on the property owner, and be clearly designed to prevent damage to private property by grizzly bears or wolves.

(2) Reasonable conditions that may be part of the prevention agreement include:

(a) removal of boneyards and carcasses from areas close to living livestock;

(b) avoiding the placement of bees or fruit trees adjacent to vulnerable livestock;

(c) prompt cleanup of fallen fruit;

(d) proper storage of livestock feed;

(e) other conditions agreed to by the claimant and the department.

(3) A prevention agreement is void upon breach of any condition contained therein.

(4) A new prevention agreement may be entered into at any time. Existing prevention agreements must be renewed by March 31 of each year.

Section 6. Investigation of claim -- payment. (1) As soon as possible after a complaint is received, an employee of the department must interview the claimant, inspect the

1 property reported as damaged, and collect any additional
2 evidence necessary to effect a settlement of the claim. The
3 department may seize any property offered as evidence to
4 support the claim, which property must be returned to the
5 owner upon satisfaction of the claim.

6 (2) If agreement between the department and the
7 claimant is reached regarding the market value of the damage
8 sustained and the department is satisfied that the claim is
9 reasonable and fair, a voucher must be drawn in the amount
10 specified in the finding. If the department and the claimant
11 cannot agree upon the amount of damage, the department shall
12 proceed as provided in [section 8].

13 Section 7. Authority to pay damage claims. (1) The
14 department shall pay for damage done by grizzly bears or
15 wolves to livestock or poultry, crops, bees or beekeeping
16 equipment, structures, or other property, if:

17 (a) the claimant suffering the damage entered into and
18 fulfilled the requirements of a prevention agreement between
19 the claimant and the department;

20 (b) any incident in which damages occur is reported to
21 the department within 24 hours after it is discovered;

22 (c) the total value of the damage is greater than
23 \$100; and

24 (d) an itemized claim is presented in writing, under
25 oath, to the director at Helena within 15 days from the time

1 the damage is discovered by the claimant.

2 (2) No claim for damage may be paid if:

3 (a) the claimant kills or wounds or attempts to kill
4 or wound, by any method, any grizzly bear or wolf causing
5 the damage or any other grizzly bear or wolf in the area;

6 (b) the claimant fails to cooperate fully with all
7 reasonable requests of state or federal officials attempting
8 to control the grizzly bear or wolf or its activities;

9 (c) the claimant had been advised by state or federal
10 officials of reasonable measures to prevent damages and
11 these recommended measures were ignored.

12 Section 8. Adjustment of disputed claims. If the
13 department and the claimant are unable to agree upon the
14 amount or cause of the damage, the director and the claimant
15 may select a board of reviewers. The board must consist of
16 three disinterested and reputable citizens, one to be chosen
17 by the claimant, one by the director, and one by mutual
18 agreement of both the claimant and the director. The board
19 shall make an impartial examination of the premises and take
20 such testimony, under oath, as may be submitted. It shall
21 then make a determination of the amount or cause of damage,
22 or both, and report such determination to the director. The
23 findings of the board are final and binding on all parties.

24 Section 9. Oath required -- compensation of reviewers
25 and witnesses. (1) The director or a person authorized to

1 administer oaths shall administer an oath to all reviewers
2 appointed under [section 8] and all witnesses examined by
3 them. The oath must be of like effect as oaths administered
4 in any court of law of this state.

5 (2) The reviewers and witnesses must be paid by the
6 department at the same rate as jurors and witnesses in the
7 district court.

8 Section 10. Penalty for filing false claims for
9 damage. (1) No person, for the purpose of collecting
10 compensation under [this act], may file a claim:

11 (a) for damage he knows was caused by animals other
12 than grizzly bears or wolves;

13 (b) for any livestock which he knows died from other
14 causes;

15 (c) for property which he knows was otherwise damaged
16 or destroyed.

17 (2) A person convicted of a violation of this section
18 is guilty of a misdemeanor and must be fined not to exceed
19 \$1,000 plus costs of prosecution. If he fails to pay the
20 fine imposed he must be imprisoned 1 day for each \$10 of the
21 fine.

22 Section 11. Limitation on payments for damages. No
23 more than \$10,000 may be expended annually by the department
24 for the payment of grizzly bear or wolf damage claims filed
25 and adjusted in accordance with [this act].

1 Section 12. Information to be provided by department.
2 The department shall produce and distribute a brochure for
3 the benefit of persons living in areas frequented by grizzly
4 bears or wolves. The brochure must contain at least the
5 following:

6 (1) information on the pertinent portions of [this
7 act] and any other laws that may apply;

8 (2) a listing of local, state, and federal officials
9 to whom grizzly bear or wolf damage or problems should be
10 reported;

11 (3) prevention measures to minimize problems with
12 bears and wolves and information on bear and wolf behavior
13 and habitat needs; and

14 (4) information explaining how damage caused by
15 grizzly bears or wolves may be distinguished from damage
16 caused by other animals.

17 Section 13. Cooperative agreements -- application. (1)
18 To facilitate the implementation of [this act], the director
19 shall develop cooperative agreements between the state of
20 Montana and Indian tribes or federal agencies that are
21 involved in grizzly bear or wolf management.

22 (2) [This act] does not affect laws specifically
23 governing grizzly bears or wolves or their management, nor
24 does it interfere with existing grizzly bear or wolf
25 management agreements.

1 (3) [This act] does not apply to any animal other than
2 grizzly bears or wolves. Nothing in [this act] prohibits the
3 shooting of a grizzly bear or wolf for the protection of
4 human life. [This act] does not provide compensation for
5 bodily injury or death caused by grizzly bears or wolves.

6 Section 14. Severability. If a part of this act is
7 invalid, all valid parts that are severable from the invalid
8 part remain in effect. If a part of this act is invalid in
9 one or more of its applications, the part remains in effect
10 in all valid applications that are severable from the
11 invalid applications.

-End-

STATE OF MONTANA

REQUEST NO. 264-83

FISCAL NOTE

Form BD-15

In compliance with a written request received January 27, 19 83, there is hereby submitted a Fiscal Note for House Bill 515 pursuant to Chapter 53, Laws of Montana, 1965 - Thirty-Ninth Legislative Assembly. Background information used in developing this Fiscal Note is available from the Office of Budget and Program Planning, to members of the Legislature upon request.

DESCRIPTION OF PROPOSED LEGISLATION:

House Bill 515 authorizes the Department of Fish, Wildlife and Parks to compensate property owners for damage done by grizzly bears and wolves.

ASSUMPTIONS:

- 1) An average of one-man day by department personnel, at an average cost of \$166.86 per day, will be required for each agreement. This includes personal services of \$103.36 and travel expenses of \$63.50 per day.
- 2) Most landowners living in areas adjacent to grizzly bear and wolf habitat will enter into agreements. We estimate that the following number of landowners will be involved in these areas: Choteau - 50, Kalispell - 500, Flathead Reservation - 45, North Fork and Middle Fork of Flathead - 100, Cooke City - 250 and Yellowstone - 75. This is a total of 1,020 agreements.
- 3) Based upon past experience, we anticipate 30 complaints per year, resulting in damage payments of \$10,000.
- 4) Based upon past experience, we anticipate each investigation of a complaint to require two-man days, at an average salary of \$103.36 per day. We also estimate travel costs of \$63.50 per day and additional costs for supplies and equipment of \$79.84 per day. The complexity of investigations is increased because many acts of damage by black bears will be blamed upon grizzlies.
- 5) The number of complaints will remain constant from year to year.
- 6) We are assuming that the time required for inspections will decrease 50 percent in the second year because of renewal applications. The inspection requirement for renewal or funding source is provided in the bill.
- 7) No revenue or funding source is provided in the bill.

Continued

BUDGET DIRECTOR

Office of Budget and Program Planning

Date: 2-1-83

FISCAL IMPACT:

| | <u>FY 84</u> | <u>FY 85</u> |
|---|------------------|------------------|
| Expenditures: | | |
| Under Current Law | \$ -0- | \$ -0- |
| Under Proposed Law | <u>197,998</u> | <u>112,899</u> |
| Increased Expenditures Under Proposed Law | <u>\$197,998</u> | <u>\$112,899</u> |

TECHNICAL NOTES:

- 1) This bill does not define the source of income to administer the act.
- 2) Section 5, part (4) does not clarify whether inspections are required prior to reviewing an agreement.

FISCAL NOTE 9:CC/2

HB 515

STATE OF MONTANA

REQUEST NO. 513-83

FISCAL NOTE

Form BD-15

In compliance with a written request received March 25, 19 83, there is hereby submitted a Fiscal Note for House Bill 515, Amended pursuant to Title 5, Chapter 4, Part 2 of the Montana Code Annotated (MCA).

Background information used in developing this Fiscal Note is available from the Office of Budget and Program Planning, to members of the Legislature upon request.

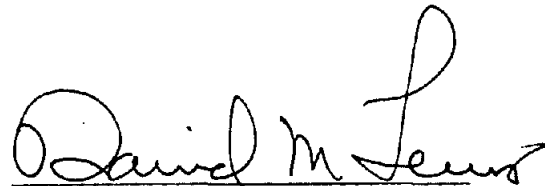
DESCRIPTION OF PROPOSED LEGISLATION:

House Bill 515, amended, authorizes the Department of Fish, Wildlife and Parks to compensate property owners for damage done by grizzly bears and wolves.

ASSUMPTIONS:

- 1) An average of one-man day by department personnel, at an average cost of \$166.86 per day, will be required for each agreement. This includes personal services of \$103.36 and travel expenses of \$63.50 per day.
- 2) Most landowners living in areas adjacent to grizzly bear and wolf habitat will enter into agreements. We estimate that the following number of landowners will be involved in these areas: Choteau - 50, Kalispell - 500, Flathead Reservation - 45, North Fork and Middle Fork of Flathead - 100, Cooke City - 250 and Yellowstone - 75. This is a total of 1,020 agreements.
- 3) Based upon past experience, we anticipate 30 complaints per year, resulting in damage payments of \$20,000.
- 4) Based upon past experience, we anticipate each investigation of a complaint to require two-man days, at an average salary of \$103.36 per day. We also estimate travel costs of \$63.50 per day and additional costs for supplies and equipment of \$79.84 per day. The complexity of investigations is increased because many acts of damage by black bears will be blamed upon grizzlies.
- 5) The number of complaints will remain constant from year to year.
- 6) We are assuming that the time required for inspections will decrease 50 percent in the second year because of renewal applications. The inspection requirement for renewal or funding source is provided in the bill.
- 7) No revenue or funding source is provided in the bill.

Continued



BUDGET DIRECTOR

Office of Budget and Program Planning

Date: 3-26-83

FISCAL IMPACT:

| | <u>FY 84</u> | <u>FY 85</u> |
|---|------------------|------------------|
| Expenditures: | | |
| Under Current Law | \$ -0- | \$ -0- |
| Under Proposed Law | <u>207,998</u> | <u>122,899</u> |
| Increased Expenditures Under Proposed Law | <u>\$207,998</u> | <u>\$122,899</u> |

TECHNICAL NOTES:

- 1) This bill does not define the source of income to administer the act.

Approved by Comm.
on Fish and Game

HOUSE BILL NO. 515

INTRODUCED BY R. JENSEN, SOLBERG, RYAN, STOBIE,

ASAY, ELLISON, MANUEL, DEVLIN, J. JENSEN,

SAUNDERS, REAM

A BILL FOR AN ACT ENTITLED: "AN ACT TO AUTHORIZE THE
DEPARTMENT OF FISH, WILDLIFE, AND PARKS TO COMPENSATE
PROPERTY OWNERS FOR DAMAGE DONE BY GRIZZLY BEARS AND
WOLVES."

WHEREAS--according-to-section-87-5-193, MCA, it is the
policy-of-the-state-of-Montana--to--manage--certain--nongame
wildlife--including-grizzly-bears-(Ursus-arctos-herpibitts)
and--wolves--(Canis--lupus)--for--human--enjoyment--for
scientific--purposes--and--to--insure-their-perpetuation-as
members-of-ecosystems--and

WHEREAS, according to section 87-5-301, MCA, it is the
specific policy of the state of Montana to protect,
conserve, and manage grizzly bears as rare species of
Montana wildlife; and

WHEREAS, the grizzly bear and-wolf are is listed as a
threatened species in Montana and is protected by the
Federal Endangered Species Act of 1973; and

WHEREAS, the current state law regarding the regulation
of wild animals damaging property, section 87-1-225, MCA,

does not adequately recognize the special rare and
threatened status of the grizzly bear and--wolf and
consequently does not adequately protect ~~these animals~~ THIS
ANIMAL; and

WHEREAS, grizzly bears--wolves, and Montana property
owners would benefit from a program to reduce the risk of
damage caused by grizzly bears or--wolves and compensate
those persons suffering unavoidable damage; and

WHEREAS, the Department of Fish, Wildlife, and Parks
has exclusive power to spend, for the protection,
preservation, and propagation of fish, game, fur-bearing
animals, and game and nongame birds, all state funds
collected or acquired for that purpose, whether arising from
state appropriation, licenses, fines, gifts, or otherwise.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Short title. [This act] may be cited as the
"Grizzly Bear and-Wolf Damage Compensation Act".

Section 2. Purpose. The purpose of this act is to
~~preserve-grizzly-bears-and-wolves~~ IMPROVE THE MANAGEMENT OF
GRIZZLY BEARS, TO MINIMIZE THE POTENTIAL FOR CONFLICTS
BETWEEN GRIZZLY BEARS AND PROPERTY OWNERS, to educate
Montana property owners with respect to minimizing the risk
of damage caused by grizzly bears and--wolves, and to
compensate property owners for unavoidable damage caused by

1 ~~these animals~~ GRIZZLY BEARS.

2 Section 3. Definitions. As used in [this act], the
3 following definitions apply:

4 (1) "Claimant" means an individual, association,
5 partnership, corporation, estate, or other entity that makes
6 a claim to the state of Montana for compensation for damages
7 caused by grizzly bears ~~or wolves~~.

8 (2) "Department" means the department of fish,
9 wildlife, and parks provided for in 2-15-3401.

10 (3) "Director" means the director of the department.

11 (4) "Prevention agreement" means a contract between
12 the state of Montana and a property owner for the purpose of
13 minimizing the risk of damage caused by grizzly bears ~~or~~
14 ~~wolves~~.

15 Section 4. Prevention agreement required. The
16 department may enter into a prevention agreement with any
17 person in the state of Montana for the purpose of minimizing
18 the risk of damage to private property caused by grizzly
19 bears ~~or wolves~~. A person wishing to be compensated for
20 damage caused by grizzly bears ~~or wolves~~ must enter into a
21 valid prevention agreement with the department prior to the
22 time the damage occurs. The prevention agreement is not
23 valid unless signed by both parties. No claim may be paid
24 unless a valid prevention agreement existed prior to the
25 time the damage occurred.

1 Section 5. Prevention agreements -- conditions --
2 renewal. (1) When a person notifies the department that he
3 wishes to be included in the compensation program, an
4 employee of the department shall inspect the premises which
5 are the subject of the proposed agreement. Upon a thorough
6 inspection of the property, the department employee may
7 include specific conditions in the prevention agreement that
8 must be met by the property owner before the agreement is
9 signed by the director. These conditions must be specific,
10 not cause undue hardship, monetary or otherwise, on the
11 property owner, and be clearly designed to prevent damage to
12 private property by grizzly bears ~~or wolves~~. ~~THESE~~
13 ~~CONDITIONS MAY NOT INTERFERE WITH THE NORMAL OPERATIONS OF~~
14 ~~THE PROPERTY OWNER.~~

15 (2) ~~Reasonable conditions that may be part of the~~
16 ~~prevention agreement include:~~
17 ~~(a) removal of boneyards and carcasses from areas~~
18 ~~close to living livestock~~
19 ~~(b) avoiding the placement of bees or fruit trees~~
20 ~~adjacent to vulnerable livestock~~
21 ~~(c) prompt cleanup of fallen fruit~~
22 ~~(d) proper storage of livestock feed~~
23 ~~(e) other conditions agreed to by the claimant and the~~
24 ~~department~~ IF THE DEPARTMENT AND THE CLAIMANT ARE UNABLE TO
25 AGREE UPON THE CONDITIONS OF A PROPOSED PREVENTION AGREEMENT

1 ~~AND THE CLAIMANT WISHES TO ENTER AN AGREEMENT, THE DIRECTOR~~
 2 ~~AND THE CLAIMANT MAY SELECT A BOARD OF REVIEWERS AS~~
 3 ~~APPOINTED UNDER [SECTION 8]. THE REVIEWERS' COMPENSATION IS~~
 4 ~~AS PROVIDED FOR IN [SECTION 9]. THE REVIEWERS SHALL MAKE AN~~
 5 ~~IMPARTIAL EXAMINATION OF THE PREMISES AND MAKE A~~
 6 ~~DETERMINATION OF APPROPRIATE CONDITIONS TO BE INCLUDED IN~~
 7 ~~THE AGREEMENT. THE REVIEWERS' FINDINGS ARE BINDING ON THE~~
 8 ~~DEPARTMENT; HOWEVER, THE PROPERTY OWNER NEED NOT ENTER THE~~
 9 ~~AGREEMENT.~~

10 (3) A prevention agreement is void upon breach of any
 11 condition contained therein.

12 (4) A new prevention agreement may be entered into at
 13 any time. Existing prevention agreements must be renewed by
 14 March 31 of each year.

15 Section 6. Investigation of claim -- payment. (1) As
 16 soon as possible after a complaint is received, an employee
 17 of the department must interview the claimant, inspect the
 18 property reported as damaged, and collect any additional
 19 evidence necessary to effect a settlement of the claim. The
 20 department may seize any property offered as evidence to
 21 support the claim, which property must be returned to the
 22 owner upon satisfaction of the claim.

23 (2) If agreement between the department and the
 24 claimant is reached regarding the market value of the damage
 25 sustained and the department is satisfied that the claim is

1 reasonable and fair, a voucher must be drawn in the amount
 2 specified in the finding. If the department and the claimant
 3 cannot agree upon the amount of damage, the department shall
 4 proceed as provided in [section 8].

5 Section 7. Authority to pay damage claims. (1) The
 6 department shall pay for damage done by grizzly bears or
 7 wolves to livestock or poultry, crops, bees or beekeeping
 8 equipment, structures, or other property, if:

9 (a) the claimant suffering the damage entered into and
 10 fulfilled the requirements of a prevention agreement between
 11 the claimant and the department;

12 (b) any incident in which damages occur is reported to
 13 the department within 24 hours after it is discovered, ~~OR AS~~
 14 ~~SOON AS POSSIBLE WHERE THE TIME LIMIT IS UNREASONABLE;~~

15 (c) the total value of the damage is greater than ~~\$100~~
 16 ~~\$50~~; and

17 (d) an itemized claim is presented in writing, under
 18 oath, to the director at Helena within 15 days from the time
 19 the damage is ~~discovered~~ ~~RECORDED~~ by the claimant.

20 (2) No claim for damage may be paid if:

21 (a) the claimant kills or wounds or attempts to kill
 22 or wound, by any method, any grizzly bear ~~or--wolf~~ causing
 23 the damage or any other grizzly bear ~~or--wolf~~ in the area;

24 (b) the claimant fails to cooperate fully with all
 25 reasonable requests of state or federal officials attempting

to control the grizzly bear or-wolf or its activities;

~~(c) the claimant had been advised by state or federal officials of reasonable measures to prevent damages and these recommended measures were ignored.~~

Section 8. Adjustment of disputed claims. If the department and the claimant are unable to agree upon the amount or cause of the damage, the director and the claimant may select a board of reviewers. The board must consist of three disinterested and reputable citizens, one to be chosen by the claimant, one by the director, and one by mutual agreement of both the claimant and the director. The board shall make an impartial examination of the premises and take such testimony, under oath, as may be submitted. It shall then make a determination of the amount or cause of damage, or both, and report such determination to the director. The findings of the board are final and binding on all parties.

Section 9. Oath required — compensation of reviewers and witnesses. (1) The director or a person authorized to administer oaths shall administer an oath to all reviewers appointed under [section 8] and all witnesses examined by them. The oath must be of like effect as oaths administered in any court of law of this state.

(2) The reviewers and witnesses must be paid by the department at the same rate as jurors and witnesses in the district court.

Section 10. Penalty for filing false claims for damage. (1) No person, for the purpose of collecting compensation under [this act], may file a claim:

(a) for damage he knows was caused by animals other than grizzly bears or-wolves;

(b) for any livestock which he knows died from other causes;

(c) for property which he knows was otherwise damaged or destroyed.

(2) A person convicted of a violation of this section is guilty of a misdemeanor and must be fined not to exceed \$1,000 plus costs of prosecution. If he fails to pay the fine imposed he must be imprisoned 1 day for each \$10 of the fine.

Section 11. Limitation on payments for damages. No more than \$10,000 \$20,000 may be expended annually by the department for the payment of grizzly bear or-wolf damage claims filed and adjusted in accordance with [this act].

Section 12. Information to be provided by department. The department shall produce and distribute a brochure for the benefit of persons living in areas frequented by grizzly bears or-wolves. The brochure must contain at least the following:

(1) information on the pertinent portions of [this act] and any other laws that may apply;

1 (2) a listing of local, state, and federal officials
2 to whom grizzly bear ~~or-wolf~~ damage or problems should be
3 reported;

4 (3) prevention measures to minimize problems with
5 bears ~~and--wolves~~ and information on bear ~~and-wolf~~ behavior
6 and habitat needs; and

7 (4) information explaining how damage caused by
8 grizzly bears ~~or--wolves~~ may be distinguished from damage
9 caused by other animals.

10 Section 13. Cooperative agreements -- application. (1)
11 To facilitate the implementation of [this act], the director
12 shall develop cooperative agreements between the state of
13 Montana and Indian tribes or federal agencies that are
14 involved in grizzly bear ~~or-wolf~~ management.

15 (2) [This act] does not affect laws specifically
16 governing grizzly bears ~~or-wolves~~ or their management, nor
17 does it interfere with existing grizzly bear ~~or--wolf~~
18 management agreements OR PLANS.

19 (3) [This act] does not apply to any animal other than
20 grizzly bears ~~or-wolves~~. Nothing in [this act] prohibits the
21 shooting of a grizzly bear ~~or-wolf~~ for the protection of
22 human life. [This act] does not provide compensation for
23 bodily injury or death caused by grizzly bears ~~or-wolves~~.

24 Section 14. Severability. If a part of this act is
25 invalid, all valid parts that are severable from the invalid

1 part remain in effect. If a part of this act is invalid in
2 one or more of its applications, the part remains in effect
3 in all valid applications that are severable from the
4 invalid applications.

-End-

HOUSE BILL NO. 515

INTRODUCED BY R. JENSEN, SOLBERG, RYAN, STOBIE,

ASAY, ELLISON, MANUEL, DEVLIN, J. JENSEN,

SAUNDERS, REAM

A BILL FOR AN ACT ENTITLED: "AN ACT TO AUTHORIZE THE DEPARTMENT OF FISH, WILDLIFE, AND PARKS TO COMPENSATE PROPERTY OWNERS FOR DAMAGE DONE BY GRIZZLY BEARS AND WOLVES."

~~WHEREAS, according to section 87-5-103, MCA, it is the policy of the state of Montana to manage certain nongame wildlife, including grizzly bears (Ursus arctos horribilis) and wolves (Canis lupus), for human enjoyment, for scientific purposes, and to insure their perpetuation as members of ecosystems; and~~

WHEREAS, according to section 87-5-301, MCA, it is the specific policy of the state of Montana to protect, conserve, and manage grizzly bears as rare species of Montana wildlife; and

WHEREAS, the grizzly bear and wolf are IS listed as a threatened species in Montana and IS protected by the federal Endangered Species Act of 1973; and

WHEREAS, the current state law regarding the regulation of wild animals damaging property, section 87-1-225, MCA,

does not adequately recognize the special rare and threatened status of the grizzly bear ~~and wolf~~ and consequently does not adequately protect ~~these animals~~ THIS ANIMAL; and

WHEREAS, grizzly bears ~~wolves~~, and Montana property owners would benefit from a program to reduce the risk of damage caused by grizzly bears ~~or wolves~~ and compensate those persons suffering unavoidable damage; and

WHEREAS, the Department of Fish, Wildlife, and Parks has exclusive power to spend, for the protection, preservation, and propagation of fish, game, fur-bearing animals, and game and nongame birds, all state funds collected or acquired for that purpose, whether arising from state appropriation, licenses, fines, gifts, or otherwise.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MONTANA:

Section 1. Short title. [This act] may be cited as the "Grizzly Bear and Wolf Damage Compensation Act".

Section 2. Purpose. The purpose of this act is to ~~preserve grizzly bears and wolves~~ IMPROVE THE MANAGEMENT OF GRIZZLY BEARS, TO MINIMIZE THE POTENTIAL FOR CONFLICTS BETWEEN GRIZZLY BEARS AND PROPERTY OWNERS, to educate Montana property owners with respect to minimizing the risk of damage caused by grizzly bears ~~and wolves~~, and to compensate property owners for unavoidable damage caused by

these animals GRIZZLY BEARS.

Section 3. Definitions. As used in [this act], the following definitions apply:

(1) "Claimant" means an individual, association, partnership, corporation, estate, or other entity that makes a claim to the state of Montana for compensation for damages caused by grizzly bears or wolves.

(2) "Department" means the department of fish, wildlife, and parks provided for in 2-15-3401.

(3) "Director" means the director of the department.

(4) "Prevention agreement" means a contract between the state of Montana and a property owner for the purpose of minimizing the risk of damage caused by grizzly bears or wolves.

Section 4. Prevention agreement required. The department may enter into a prevention agreement with any person in the state of Montana for the purpose of minimizing the risk of damage to private property caused by grizzly bears or wolves. A person wishing to be compensated for damage caused by grizzly bears or wolves must enter into a valid prevention agreement with the department prior to the time the damage occurs. The prevention agreement is not valid unless signed by both parties. No claim may be paid unless a valid prevention agreement existed prior to the time the damage occurred.

Section 5. Prevention agreements -- conditions -- renewal. (1) When a person notifies the department that he wishes to be included in the compensation program, an employee of the department shall inspect the premises which are the subject of the proposed agreement. Upon a thorough inspection of the property, the department employee may include specific conditions in the prevention agreement that must be met by the property owner before the agreement is signed by the director. These conditions must be specific, not cause undue hardship, monetary or otherwise, on the property owner, and be clearly designed to prevent damage to private property by grizzly bears or wolves. THESE CONDITIONS MAY NOT INTERFERE WITH THE NORMAL OPERATIONS OF THE PROPERTY OWNER.

(2) ~~Reasonable conditions that may be part of the prevention agreement include:~~

~~(a) removal of boneyards and carcasses from areas close to living livestock;~~

~~(b) avoiding the placement of bees or fruit trees adjacent to vulnerable livestock;~~

~~(c) prompt cleanup of fallen fruit;~~

~~(d) proper storage of livestock feed;~~

~~(e) other conditions agreed to by the claimant and the department~~ IF THE DEPARTMENT AND THE CLAIMANT ARE UNABLE TO AGREE UPON THE CONDITIONS OF A PROPOSED PREVENTION AGREEMENT

1 ~~AND THE CLAIMANT WISHES TO ENTER AN AGREEMENT, THE DIRECTOR~~
 2 ~~AND THE CLAIMANT MAY SELECT A BOARD OF REVIEWERS AS~~
 3 ~~APPOINTED UNDER [SECTION 8]. THE REVIEWERS' COMPENSATION IS~~
 4 ~~AS PROVIDED FOR IN [SECTION 9]. THE REVIEWERS SHALL MAKE AN~~
 5 ~~IMPARTIAL EXAMINATION OF THE PREMISES AND MAKE A~~
 6 ~~DETERMINATION OF APPROPRIATE CONDITIONS TO BE INCLUDED IN~~
 7 ~~THE AGREEMENT. THE REVIEWERS' FINDINGS ARE BINDING ON THE~~
 8 ~~DEPARTMENT; HOWEVER, THE PROPERTY OWNER NEED NOT ENTER THE~~
 9 ~~AGREEMENT.~~

10 (3) A prevention agreement is void upon breach of any
 11 condition contained therein.

12 (4) A new prevention agreement may be entered into at
 13 any time. Existing prevention agreements must be renewed by
 14 March 31 of each year.

15 Section 6. Investigation of claim -- payment. (1) As
 16 soon as possible after a complaint is received, an employee
 17 of the department must interview the claimant, inspect the
 18 property reported as damaged, and collect any additional
 19 evidence necessary to effect a settlement of the claim. The
 20 department may seize any property offered as evidence to
 21 support the claim, which property must be returned to the
 22 owner upon satisfaction of the claim.

23 (2) If agreement between the department and the
 24 claimant is reached regarding the market value of the damage
 25 sustained and the department is satisfied that the claim is

1 reasonable and fair, a voucher must be drawn in the amount
 2 specified in the finding. If the department and the claimant
 3 cannot agree upon the amount of damage, the department shall
 4 proceed as provided in [section 8].

5 Section 7. Authority to pay damage claims. (1) The
 6 department shall pay for damage done by grizzly bears or
 7 wolves to livestock or poultry, crops, bees or beekeeping
 8 equipment, structures, or other property, if:

9 (a) the claimant suffering the damage entered into and
 10 fulfilled the requirements of a prevention agreement between
 11 the claimant and the department;

12 (b) any incident in which damages occur is reported to
 13 the department within 24 hours after it is discovered, ~~OR AS~~
 14 ~~SOON AS POSSIBLE WHERE THE TIME LIMIT IS UNREASONABLE;~~

15 (c) the total value of the damage is greater than \$100
 16 \$50; and

17 (d) an itemized claim is presented in writing, under
 18 oath, to the director at Helena within 15 days from the time
 19 the damage is discovered ~~REPORTED~~ by the claimant.

20 (2) No claim for damage may be paid if:

21 (a) the claimant kills or wounds or attempts to kill
 22 or wound, by any method, any grizzly bear or--wolf causing
 23 the damage or any other grizzly bear or--wolf in the area;

24 (b) the claimant fails to cooperate fully with all
 25 reasonable requests of state or federal officials attempting

to control the grizzly bear or wolf or its activities

~~(c) -- the claimant had been advised by state or federal officials -- of reasonable measures -- to prevent damages -- and these recommended measures were ignored.~~

Section 8. Adjustment of disputed claims. If the department and the claimant are unable to agree upon the amount or cause of the damage, the director and the claimant may select a board of reviewers. The board must consist of three disinterested and reputable citizens, one to be chosen by the claimant, one by the director, and one by mutual agreement of both the claimant and the director. The board shall make an impartial examination of the premises and take such testimony, under oath, as may be submitted. It shall then make a determination of the amount or cause of damage, or both, and report such determination to the director. The findings of the board are final and binding on all parties.

Section 9. Oath required -- compensation of reviewers and witnesses. (1) The director or a person authorized to administer oaths shall administer an oath to all reviewers appointed under [section 8] and all witnesses examined by them. The oath must be of like effect as oaths administered in any court of law of this state.

(2) The reviewers and witnesses must be paid by the department at the same rate as jurors and witnesses in the district court.

Section 10. Penalty for filing false claims for damage. (1) No person, for the purpose of collecting compensation under [this act], may file a claim:

(a) for damage he knows was caused by animals other than grizzly bears or wolves;

(b) for any livestock which he knows died from other causes;

(c) for property which he knows was otherwise damaged or destroyed.

(2) A person convicted of a violation of this section is guilty of a misdemeanor and must be fined not to exceed \$1,000 plus costs of prosecution. If he fails to pay the fine imposed he must be imprisoned 1 day for each \$10 of the fine.

Section 11. Limitation on payments for damages. No more than ~~\$10,000~~ \$20,000 may be expended annually by the department for the payment of grizzly bear or wolf damage claims filed and adjusted in accordance with [this act].

Section 12. Information to be provided by department. The department shall produce and distribute a brochure for the benefit of persons living in areas frequented by grizzly bears or wolves. The brochure must contain at least the following:

(1) information on the pertinent portions of [this act] and any other laws that may apply;

1 (2) a listing of local, state, and federal officials
2 to whom grizzly bear ~~or-wolf~~ damage or problems should be
3 reported;

4 (3) prevention measures to minimize problems with
5 bears ~~and--wolves~~ and information on bear ~~and-wolf~~ behavior
6 and habitat needs; and

7 (4) information explaining how damage caused by
8 grizzly bears ~~or--wolves~~ may be distinguished from damage
9 caused by other animals.

10 Section 13. Cooperative agreements -- application. (1)
11 To facilitate the implementation of [this act], the director
12 shall develop cooperative agreements between the state of
13 Montana and Indian tribes or federal agencies that are
14 involved in grizzly bear ~~or-wolf~~ management.

15 (2) [This act] does not affect laws specifically
16 governing grizzly bears ~~or-wolves~~ or their management, nor
17 does it interfere with existing grizzly bear ~~or--wolf~~
18 management agreements OR PLANS.

19 (3) [This act] does not apply to any animal other than
20 grizzly bears ~~or-wolves~~. Nothing in [this act] prohibits the
21 shooting of a grizzly bear ~~or-wolf~~ for the protection of
22 human life. [This act] does not provide compensation for
23 bodily injury or death caused by grizzly bears ~~or-wolves~~.

24 Section 14. Severability. If a part of this act is
25 invalid, all valid parts that are severable from the invalid

1 part remain in effect. If a part of this act is invalid in
2 one or more of its applications, the part remains in effect
3 in all valid applications that are severable from the
4 invalid applications.

-End-