

## Memorandum of Understanding

Staff members from the MN Department of Natural Resources and the MN Board of Animal Health met on October 18, 2018, November 7, 2018 and December 3, 2018 to develop this Memorandum of Understanding.

### Purpose

The purpose of this Memorandum of Understanding (MOU) between the MN Board of Animal Health (BAH) and the MN Department of Natural Resources (DNR), having authority for domestic cervids and wild cervids respectively, is to establish roles and responsibilities necessary to protect the health of cervids consistent with MN regulations.

This MOU clarifies relationships and expectations and interagency cooperation as both agencies implement Minnesota Statute § 35.155. DNR and BAH have also jointly developed a Data Sharing Agreement and a Protocol for Response to At-large farmed Cervidae. This MOU is intended to supplement those agreements, which may be updated independently.

### Goals

Both agencies want to foster animal health and prevent the spread of disease in wild and farmed Cervidae and recognize that this can best be achieved through cooperative efforts. The goal of this MOU is to document how BAH and DNR will coordinate:

- Communication among staff
- Roles and responsibilities
- Sharing of information
- Science-based decision making

### Background

The work contemplated with this MOU is subject to existing laws and regulations. In Minnesota, farmed cervidae are classified as livestock (Minn. Stat. § 17.452), with regulatory authority generally assigned to BAH. The BAH was established by Minnesota statute to “protect the health of Minnesota domestic animals”. (Minn. Stat. § 35.03). Chapter 35 directs cervid owners, BAH and DNR to share information, manage escaped animals and enforce regulations.<sup>1</sup> DNR and BAH recognize that they must work together to efficiently and effectively meet these shared goals.

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• <sup>1</sup> An owner must inform the commissioner of DNR within 24 hours of the escape of a farmed cervid. (Minn. Stat. § 35.155 (1))

## Agreements

### 1. Roles

The Board of Animal Health is the primary agency that oversees farmed cervid producers and their animals.

The Department of Natural Resources' primary role is to protect native wild animals and, as related to farmed cervids, ensure farmed cervid producers have not violated laws designed to protect wild cervids.

### 2. Data and Information Sharing

BAH and DNR incorporate by reference the previously-signed Data-Sharing Agreement, which is not limited to chronic wasting disease (CWD)/farmed cervids.<sup>2</sup>

The Data-Sharing Agreement may be updated as needed and agreed to by BAH and DNR. The agencies agree to the following principles for data sharing:

- Maintaining private data
- Importance of tracking
- Efficiency of data sharing

#### A. Protocols for Sharing Data

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- If an owner is unwilling or unable to capture an escaped farmed cervid, the commissioner of DNR may destroy the animal (not captured 24 hours after escape). (Minn. Stat. § 35.155 (1c))
  - An owner must destroy a wild cervid found within the farmed cervid confinement area and report to the DNR. The commissioner of the DNR prescribes how to dispose of wild Cervidae. (Minn. Stat. § 35.155 (2))
  - The commissioner of DNR must give permission to raised farmed red deer in native elk area. (Minn. Stat. § 35.155 (3))
  - BAH must provide registration information to the commissioner of the DNR upon request. (Minn. Stat. § 35.155 (6b))
  - The commissioner of DNR may inspect farmed Cervidae, facilities and records with reasonable suspicion that laws protecting native wild animals have been violated. (Minn. Stat. § 35.155 (7))
  - Farmed Cervidae not registered with BAH may be seized and destroyed by the commissioner of DNR. (Minn. Stat. § 35.155 (10))
  - Cervidae imported in violation of Section 35 may be seized and destroyed by the commissioner of DNR. (Minn. Stat. § 35.155 (12))

<sup>2</sup> The most current version of this document is attached. Note, however, that it may be independently updated.

BAH and DNR agree that staff may share data informally to protect the health of cervids, consistent with MN regulations and the BAH and DNR Data-Sharing Agreement, without making formal data requests. Staff from both agencies will be informed and expected to share data/information informally with each other.

If DNR requires formal documents from BAH, they will be provided by BAH using one of the two following processes:

- BAH field staff will provide the information required and document within the BAH system that it was provided, or
- DNR will submit a formal data request to BAH using the BAH's data request form/process on their website, which can be found by clicking this link: [BAH Data Request \(https://www.bah.state.mn.us/data-request/\)](https://www.bah.state.mn.us/data-request/) and BAH will then provide the data.

If BAH requires formal documents from DNR, they will be provided by DNR using one of the two following processes:

- DNR field or office staff will provide the information required and document as needed within their system that it was provided, or
- BAH will submit a formal data request to DNR using DNR's data request form, which can be found by clicking this link: [DNR Data Request \(https://files.dnr.state.mn.us/aboutdnr/dataaccess/data-subject-request-form.pdf\)](https://files.dnr.state.mn.us/aboutdnr/dataaccess/data-subject-request-form.pdf)

## **B. Informal Information Sharing**

BAH and DNR agree that staff from both agencies will follow the understandings in the Data-Sharing Agreement. Within the context of the Data-Sharing Agreement, DNR and BAH agree to informally share:

- Any concern that wild cervids could enter an enclosure with farmed cervids;
- Knowledge that a wild cervid is in an enclosure;
- Knowledge of unregistered farmed cervids or cervids imported illegally into Minnesota as outlined in Minn. Stat. § 35.155 (Subd. 12);
- Knowledge of a reasonable suspicion that laws protecting native wild cervids have been violated<sup>3</sup> ;

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<sup>3</sup> M.S. § 35.155.7 allows for DNR inspection of farmed Cervidae, farmed Cervidae facilities, and farmed Cervidae records with reasonable suspicion that laws protecting native wild animals have been violated.

- BAH will notify DNR when a farmed cervid herd's registration has been cancelled due to failure of the owner to comply with Board statutes and rules;
- If DNR exercises authority under Minn. Stat. § 35.155.7, BAH will be notified;
- If test history or other data is requested by DNR for escapes to assess risk, DNR will share the risk assessment for the herd and how that impacts the DNR response to the escape;
- BAH will share knowledge with DNR of facilities which receive a lower status meaning that they cannot move cervidae within the state.

### **3. Escape Procedures**

DNR and BAH staff agree to a procedure for coordinating management of escaped domestic cervids in a separate document, the Protocol for Response to At-large Cervidae.<sup>4</sup>

The escape procedures may be updated as needed and agreed to by BAH and DNR. The agencies agree to the following principles for escape procedures:

- Share information between BAH and DNR necessary to do their respective jobs
- Communicate with each other within the statutory time frames
- Alert field staff to information
- Minimize the time an escaped animal is in the wild
- Minimize the cost of recovery

### **4. Identification of Chronic Wasting Disease and Response<sup>5</sup>**

DNR and BAH agree that they will notify each other of identification of presumptive CWD positive cervids as soon as possible and in a timely manner. This communication may be informal and will follow the Data-Sharing Agreement.

BAH and DNR agree that DNR staff will participate on the team developing the CWD herd plan for positive facilities.

### **5. CWD Surveillance and Testing**

DNR and BAH agree to share the following documents with each other related to CWD surveillance and testing:

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<sup>4</sup> The most current version of this document is attached. Note, however, that it may be independently updated.

<sup>5</sup> Although this MOU is specific to CWD, other deer diseases such as bovine tuberculosis and epizootic hemorrhagic disease will be treated similarly.

- DNR will provide BAH with CWD surveillance and test results as they become available.
- DNR will share the CWD annual research summary.
- BAH will share the herd certification program annual report and other reports summarizing CWD testing data.
- Other documents relevant to CWD that may developed in the future may be added to this list with agreement by both agencies.

## **6. Communications**

BAH and DNR local field staff, Wildlife Managers, and Conservation Officers (COs) will be expected and encouraged to work together and be cooperative.

Public communication about CWD – 1) where the disease or topic crosses jurisdictions, subject matter experts will collaborate on the message, 2) give accurate information and demonstrate we are on the same page, 3) work jointly on news releases, public meetings, or other channels of information delivery.

## **7. Policy/Funding Initiative Development**

When DNR and BAH agree on policy, they shall work together and support each other.

## **8. Building Trust Between Agencies**

BAH and DNR agree to the following principles and actions which will build trust between the agencies:

- Respect boundaries
- Reinforce each other's actions (for example inform each other of decisions so that field staff can provide accurate compliance information and support each other)
- Each agency will hold staff members accountable to follow the principles and procedures in this MOU
- Agency leadership will model cooperative behavior for all staff
- DNR and BAH will seek opportunities for mutual training and relationship building
- The agencies will internally discuss examples of cooperation between DNR and BAH, highlight what has gone well and let staff know the benefits of cooperation.
- BAH and DNR agree to state the facts of a situation when asked by the public.
- In public relations, DNR and BAH will be clear that they do not speak for the other agency, and they agree to refer questions from the public or journalists to the agency with regulatory authority and knowledge of the issue when possible.

**9. Amendment to the MOU**

BAH and DNR agree to review and amend this MOU as appropriate annually.

  
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Commissioner of Natural Resources

Date: 1/29/2019

  
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Executive Director, Board of Animal Health

Date: 1-23-2019