

**MEMORANDUM OF UNDERSTANDING**  
**Between the**  
**NORTH DAKOTA GAME AND FISH DEPARTMENT**  
**And the**  
**OFFICE OF THE STATE ENGINEER**  
**Concerning**  
**ENFORCEMENT OF RULES ON SOVEREIGN LANDS**

The parties to this MEMORANDUM OF UNDERSTANDING (MOU) are the North Dakota Game and Fish Department (Department) and the Office of the State Engineer (State Engineer).

**I. PURPOSE:**

The parties agree to work together in good faith to establish procedures under which the Department will provide enforcement of state law and related rules on sovereign lands of the State of North Dakota consistent with the State Engineer's and Department's missions.

**II. AUTHORITY:**

Sovereign lands are described in N.D.C.C. 61-33-01 as those areas, including beds and islands, lying within the ordinary high watermark of navigable lakes and streams. State Engineer is responsible for administering the state's non-mineral interests in the state's sovereign lands. State Engineer's authority to manage sovereign land is derived, in part, from N.D.C.C. 61-33-05, which states that the State Engineer shall "manage, operate, and supervise sovereign lands." State Engineer has adopted N.D.A.C. 89-10, to provide a framework to follow legislative directives in managing sovereign lands.

State Engineer does not employ enforcement personnel. As such, N.D.C.C. 61-33-05 authorizes State Engineer to enter agreements with Department to enforce N.D.C.C. chapter 61-33 and N.D.A.C. 89-10. N.D.C.C. 20.1-02-15.1 authorizes Department to enforce state laws and rules on sovereign lands.

**III. GENERAL CONDITIONS:**

1. State Engineer and Department will meet as necessary but not less than once per year to discuss this MOU and make any necessary changes. Decisions will be made cooperatively.

2. This MOU in no way restricts the State Engineer from obtaining services from other law enforcement entities.
3. The parties to this MOU do not intend this MOU to result in Department obtaining any ownership interest in, nor management, operation, or supervisory responsibilities for, the state's sovereign lands.
4. This MOU is not a mandate to Department. It is a mechanism to provide enforcement of state laws and rules on sovereign lands. Hunting, fishing, and related recreational pursuits are common activities on sovereign lands.

#### **IV. RESPONSIBILITIES:**

1. **THE NORTH DAKOTA GAME AND FISH DEPARTMENT SHALL:**
  - a. Department shall provide enforcement of state laws and rules on sovereign lands to the extent practicable.
  - b. Department shall provide State Engineer an annual report describing expenses, violations cited, problems, and recommendations.
  - c. Department shall provide State Engineer a quarterly invoice that identifies the cost of its enforcement duties. Costs shall be billed at an hourly rate as described in section V below. Department shall set up specific cost tracking codes for enforcement duties on sovereign lands.
2. **THE OFFICE OF THE STATE ENGINEER SHALL:**
  - a. State Engineer shall provide Department access to sovereign lands to conduct enforcement duties.
  - b. State Engineer shall review the quarterly invoice provided by Department and, upon approval of Department's invoice, shall reimburse Department for the actual costs of Department's enforcement duties based on the rate described below.

**V. Costs:**

Department shall bill State Engineer for and State Engineer will pay actual costs. The Department will also provide a billing statement. rates will at an hourly rate. The hourly rate will include salary, overhead, and indirect costs. Hourly be billed as either regular hours or overtime hours.

1. ~~Regular Hours:~~ Time charged during regular daily enforcement operations.

~~Rate: \$ 75 per hour~~

2. ~~Overtime Hours:~~ Time charged to specific operations or after regular duty hours.

~~Rate: \$100 per hour~~

**VI. BENEFITS:**

Department's enforcement under this MOU will allow State Engineer to provide riparian landowners and the public with a safer environment and controlled access for legal recreational pursuits on sovereign lands that are consistent with the missions of both the State Engineer and the Department.

**VII. TERM:**

This MOU and all its terms and conditions shall be in force and effect for an undefined time period beginning with signage of the MOU by both parties.

Either party may terminate their involvement in this MOU through a 60-day written notification to the other party.

\_\_\_\_\_  
State Engineer  
Office of the State Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director  
North Dakota Game and Fish Department

\_\_\_\_\_  
Date