

Revised 5/1/02

MEMORANDUM OF UNDERSTANDING
BETWEEN
WYOMING ANIMAL DAMAGE MANAGEMENT BOARD
AND
WYOMING GAME AND FISH COMMISSION
AND
WYOMING DEPARTMENT OF AGRICULTURE
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

1. Parties. This Memorandum of Understanding (herein referred to as “MOU”) is made and entered into by and between the Wyoming Animal Damage Management Board (herein after referred to as “Board”), whose address is 2219 Carey Avenue, Cheyenne, Wyoming 82002, the Wyoming Game and Fish Commission (herein after referred to as “Commission”), whose address is 5400 Bishop Blvd., Cheyenne, Wyoming 82006, the Wyoming Department of Agriculture (herein after referred to as “Ag”), whose address is 2219 Carey Avenue, Cheyenne, Wyoming 82002; and, the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (hereinafter referred to as “WS”), whose address is 6731 W. Coal Road, P.O. Box 59, Casper, Wyoming 82602.

2. Purpose.

A. To delineate how the Board may mitigate damage caused by depredating animals as defined in W.S. § 11-6-302 by and through a memorandum of understanding with the Commission as specified in W.S. § 11-6-303.

B. To cooperate in maintaining and enhancing the quality of service provided by each entity in the State of Wyoming through the coordinated application of State and Federal laws and regulations governing the control of predatory animals, predacious birds, rabid wildlife; and, black bears, grizzly bears, mountain lions, badger, beaver, bobcat, marten, mink, muskrat, and weasel (herein after referred to as depredating animals). Wildlife damage management as utilized in this MOU refers to the control of predatory animals, predacious birds, and depredating animals as defined in W.S. § 11-6-302.

C. To establish general guidelines to assist agency personnel in carrying out their wildlife damage management responsibilities consistent with State and Federal laws and with policies of the Board, Commission, Ag and WS.

D. To strengthen and reaffirm relationships.

E. To identify responsibilities of the respective entities in carrying out animal damage projects within the State of Wyoming.

F. To agree it is mutually recognized the management of wildlife caused damage and rabid wildlife within the State of Wyoming are important and may involve the control of individual animals or local populations. Further, it is mutually recognized the tools and materials used for management of said individuals or populations shall be used in a professional manner according to policies and regulations of the respective Board and agencies. All parties have an interest in limiting damage by predatory animals, predacious birds, rabid wildlife and depredating animals consistent with other multiple-use values.

G. To agree to jointly promote better public understanding of predatory animal, predacious bird, rabid wildlife, and depredating animal damage management.

H. To cooperate in the control of damage done by black bear, grizzly bear, mountain lion, badger, beaver, bobcat, marten, mink, muskrat, and weasel.

I. To encourage close cooperation and interchange of information. All complaints, disagreements and suggestions shall be submitted through respective channels to the State Director, Wildlife Services; the Director of the Wyoming Game and Fish Department; the Director of the State Department of Agriculture; and, the Chairmen of the Animal Damage Management Board for prompt and full consideration and settlement.

J. To cooperate in publicity matters by jointly publicizing reports of mutual interest, by securing clearance of all parties before publication, and by avoiding publicity of a character embarrassing to any of the signatory parties.

K. To hold meetings as desired to discuss matters of mutual concern.

3. Term of MOU. This MOU shall commence upon the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and shall remain in full force and effect until terminated. This MOU may be terminated by either party upon sixty (60) days written notice, which notice shall be delivered by hand or by certified mail.

4. Payment. No payment shall be made to any party by the other party(ies) as a result of this MOU.

5. Responsibilities of the Board.

A. The Board has been created under Title 11, the laws of the State of Wyoming, for the purpose of mitigating damage caused to livestock, wildlife and crops by predatory animals, predacious birds and depredating animals or for the protection of human health and safety.

B. The Board may only mitigate damage caused by depredating animals by and through this MOU and by adherence to the attached EXHIBIT 1 that delineates how the Board, through the services of the United States Department of Agriculture-Animal and Plant Health Inspection Service-Wildlife Services shall mitigate damage caused to livestock, wildlife and crops by depredating animals or for the protection of human health and safety from depredating animals.

C. The Board shall recognize the Commission as the entity with authority vested in State statute to provide an adequate and flexible system of harvest, control, propagation, management, protection, and regulation of all fish and wildlife in Wyoming through actions of the Wyoming Game and Fish Department (WGFD) and shall recognize the Commission as the entity being responsible for establishing regulations under which populations of all wildlife, excluding those species classified by Wyoming statutes as predatory animals and predacious birds, shall be managed. Therefore, no action by the Board shall supercede Commission authority.

D. The Board shall recognize the WGFD as the entity with authority vested in State statute as being responsible for investigation and payment of damage for livestock and bees damaged by black bears, grizzly bears, and mountain lions based upon a description of the livestock or bees damaged or killed in accordance with W.S. § 23-1-901.

E. The Board shall entertain requests for assistance in order to allow mitigation of predator damage.

F. The Board shall specify programs designed to prevent damage by predatory animals, rabid wildlife, predacious birds and depredating animals to livestock, agricultural crops, wildlife, property, and human health and safety.

G. The Board shall provide various degrees of predatory animal, predacious bird, and depredating animal damage management services to individual agricultural livestock and crop producers, landowners, lessors or administrators, and to urban, residential and industrial property owners. The Board shall also provide and conduct damage management services for the benefit of wildlife populations and human health and safety.

H. The Board shall specify methods for the prevention and management of damage and for the selective control of predatory animals, rabid wildlife, predacious birds and depredating animals.

I. The Board shall maintain responsibility and appropriate funds for the purpose of providing damage prevention and management to agricultural livestock and crops, wildlife, property, human health and safety caused by predatory animals, rabid wildlife, predacious birds and depredating animals.

J. The Board shall cooperate with federal, state, county governments, educational institutions and private persons or organizations to effectuate agricultural and wildlife damage and rabid wildlife prevention policies.

K. The Board shall develop memorandums of understanding between the Wyoming Department of Agriculture and the Wyoming Game and Fish Commission and the United States Department of Agriculture-Animal Plant and Health Inspection Service-Wildlife Services to accommodate funding sources and administrative guidelines for the program.

L. The Board shall consider any recommendations received from the Commission and the Wyoming Department of Agriculture.

M. The Board shall conduct meetings in accordance with its established policy, but shall meet at least once each year in the month of January.

N. The Board may adopt rules and regulations necessary for carrying out the purpose and provisions found in Article 3 of Title 11, Wyoming Statutes.

O. The Board may enter into cooperative agreements with boards of county commissioners, predatory animal control districts, federal or state agencies or other commissions, organizations or associations for the purpose of managing predatory animals, rabid wildlife, predacious birds and depredating animals.

P. The Board may elect to provide various degrees of predator damage management services to any person pursuant to a separately negotiated cooperative agreement.

Q. The Board shall solicit input from and adopt recommendations from the Commission through the WGFD when requests are made to the Board that have potential to impact any wildlife species, excluding predatory animals and predacious birds. Requests to mitigate predatory animal or predacious bird damage to wildlife and/or depredating animal damage to crops, livestock, wildlife or for the protection of human health and safety shall only be adopted by the Board if agreed to by the Commission through the WGFD.

R. The Board shall solicit input from and adopt recommendations from the Commission through the WGFD when the Board adopts rules pursuant to the Wyoming Administrative Procedures Act to implement policies administered by the Board when such policies impact any wildlife species, excluding predatory animals and predacious birds.

S. The Board may mitigate damage caused by depredating animals by and through a memorandum of understanding with the Commission.

6. Responsibilities of the Commission.

A. The Commission directs the WGFD and has been created under Title 23, the laws of the State of Wyoming, to provide an adequate and flexible system of harvest, control, propagation, management, protection, and regulation of all fish and wildlife in Wyoming through actions of the WGFD.

B. The Commission through the WGFD shall investigate damage claims for damage to livestock and bees by black bear, grizzly bear, and mountain lion based upon a description of the livestock or bees damaged or killed in accordance with W.S. § 23-1-901.

C. The Commission shall recognize the Board as the State entity responsible for the formulation of the damage prevention management policy of the State, with the responsibility for management of rabid wildlife, crop, livestock and wildlife damage done by depredating animals and wildlife damage by predatory animals and predacious birds; and, the responsibility, authority, and expertise to provide wildlife damage management services to entities experiencing damage to livestock, wildlife and crops by predatory animals, predacious birds and depredating animals or for the protection of human health and safety. This includes maintaining technical expertise in the science of predatory animal, predacious bird and depredating animal damage management, control, tools and techniques. Therefore, no action by the Commission shall supercede Board authority.

D. The Commission shall keep the Board advised on existing and proposed State game laws and regulations and, when requested, furnish copies of the same for reference.

E. The Commission through the WGFD shall provide input on all requests to the Board to mitigate predatory animal or predacious bird damage to wildlife and/or depredate animal damage to crops, livestock and wildlife or for the protection of human health and safety.

7. Responsibilities of the Wyoming Department of Agriculture.

A. Ag has been created under Title 11, the laws of the State of Wyoming, and is authorized to establish and implement a cooperative and coordinated plan for rodent and predator control. It may cooperate with federal agencies in the control of rodents, predatory animals, and predacious birds, as defined in W.S. § 23-1-101, which are destructive to livestock, game or poultry, or are detrimental to feed and foodstuffs, crops and forage production and human health.

B. Ag shall recognize the Commission as the entity with authority vested in State statute to provide an adequate and flexible system of harvest, control, propagation, management, protection, and regulation of all fish and wildlife in Wyoming through actions of the WGFD and as being responsible for establishing regulations under which populations of all wildlife, excluding those species classified by Wyoming statutes as predatory animals and predacious birds, shall be managed.

C. Ag shall recognize the Commission through the WGFD as the agency with authority vested in State statute as being responsible for investigation and payment of damage to livestock and bees by black bears, grizzly bears, and mountain lions based upon a description of the livestock or bees damaged or killed in accordance with W.S. § 23-1-901.

8. Responsibilities of the United States Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services.

A. WS operates by Congressional authority under the Animal Damage Control Act of 1931, as amended (46 Stat. 1486; 7 U.S.C. 426-426c) and the Rural Development, Agriculture, and Related Agencies Appropriations Act of 1988.

B. WS shall recognize the Commission as the entity with authority vested in State statute to provide an adequate and flexible system of harvest, control, propagation, management, protection, and regulation of all fish and wildlife in Wyoming through actions of the WGFD and as being responsible for establishing regulations under which populations of all wildlife, excluding those species classified by Wyoming statutes as predatory animals and predacious birds, shall be managed.

C. WS shall recognize the Commission through the WGFD as the agency with authority vested in State statute as being responsible for investigation and payment of damage to

livestock and bees by black bears, grizzly bears, and mountain lions based upon a description of the livestock or bees damaged or killed in accordance with W.S. § 23-1-901.

D. WS shall adhere to the administrative guidelines attached as Exhibit 1 in this memorandum of understanding in the mitigation of damage caused to livestock, wildlife and crops by depredating animals or for the protection of human health and safety from depredating animals.

9. General Provisions.

A. Amendments. Any signatory party may request changes in this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, executed and signed by all parties to this MOU.

B. Applicable Law. The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this MOU and over the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming.

C. Entirety of Agreement. This MOU, consisting of ten (10) pages and nine (9) pages of exhibits represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

D. Prior Approval. This MOU shall not be binding upon either party unless this MOU has been reduced to writing before performance begins as described under the terms of this MOU, and unless this MOU is approved as to form by the Attorney General or his/her representative.

E. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

F. Sovereign Immunity. The State of Wyoming, the Wyoming Game and Fish Commission, the Wyoming Department of Agriculture, the Wyoming Animal Damage Management Board, and Wildlife Services do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.

G. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of their party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend

and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance of failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

10. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

WYOMING GAME AND FISH COMMISSION

_____	_____
Office of the Director Wyoming Game and Fish Department	Date

_____	_____
Chief Fiscal Officer Wyoming Game and Fish Department	Date

ATTORNEY GENERAL'S OFFICE APPROVAL AS TO FORM

_____	_____
Lynda Cook, Assistant Attorney General	Date

WYOMING ANIMAL DAMAGE MANAGEMENT BOARD

_____	_____
Chairman, Animal Damage Management Board	Date

_____	_____
Chairman, Animal Damage Management Board	Date

WYOMING DEPARTMENT OF AGRICULTURE

Director
Wyoming Department of Agriculture

Date

FOR THE U. S. DEPARTMENT OF AGRICULTURE, APHIS-WILDLIFE SERVICES

Western Regional Director, Wildlife Services

Date

Attachments: Wyoming Game and Fish Exhibit 1 consisting of nine (9) pages

EXHIBIT 1

ADMINISTRATIVE GUIDELINES THAT SHALL BE ADHERED TO BY WILDLIFE SERVICES IN MITIGATING DAMAGE CAUSED TO LIVESTOCK, WILDLIFE AND CROPS BY DEPREDATING ANIMALS OR FOR THE PROTECTION OF HUMAN HEALTH OR SAFETY

EXHIBIT 1

SECTION 1

TAKE AUTHORIZATION

A. Prior to the take of any depredating animals, Wildlife Services (herein after referred to as WS) shall obtain a Chapter 56 permit authorizing such take from the Wyoming Game and Fish Department (herein after WGFD). The Chapter 56 permit shall remain valid until such time as it might be rescinded by the WGFD.

B. All wildlife, or parts thereof, as defined in W.S. § 23-1-101, excluding predatory animals and predacious birds, taken by WS shall remain property of the WGFD and shall be disposed of by either giving the wildlife to the WGFD or by destroying the same to render it without value. In no case shall any wildlife, or parts thereof, excluding predatory animals and/or predacious birds, be retained by WS or given to anyone other than WGFD. Furbearing animals that are taken with a proper license and during an open season for the taking of said furbearing animals may be retained by WS.

C. WS shall keep complete records pertaining to wildlife taken, excluding predatory animals and predacious birds as defined in W.S. § 23-1-101, and shall submit an annual report listing the total numbers of wildlife taken and the disposition of such wildlife. The report shall specify the total number of animals taken by species, the sex of such wildlife, the method of take, and the County in which the take occurred. WS shall submit the report no later than November 30 of each year for actions taken the previous Federal fiscal year. The report shall be submitted to the Chief Game Warden, Wildlife Division, WGFD.

D. WS shall only target the individual offending depredating animal, as opposed to a local population, unless otherwise agreed to by WGFD.

E. WS shall utilize only the following methods to take depredating animals: (1) trapping, (2) snaring, (3) ground shooting, and (4) the use of dogs for the taking of mountain lion(s) and bobcat(s). These control methods shall be used in various combinations and degrees of intensity depending upon local conditions and the history of specific damage situations.

F. To facilitate timely and effective control actions and to facilitate confirmation of damage as required by W.S. § 23-1-901, any reports of grizzly bear, black bear, or mountain lion damage to livestock received by the WGFD or WS shall be promptly relayed to the other agency.

EXHIBIT 1

SECTION 2

ACCIDENTAL CAPTURE OF NON-TARGET WILDLIFE

A. Wildlife that are non-target animals, other than predatory animals and predacious birds, that are accidentally captured by WS shall be treated as follows:

1. For all wildlife classified as big game, trophy game, or protected by Title 23, Wyoming Statutes, WS shall immediately notify the WGFD and request direction on the disposition of the animal.

2. For all other wildlife, if the animal is dead, WS shall follow the procedures specified in Section 1B.

3. For all wildlife, if the animal is alive and judged likely to survive, it shall be released at the point of capture.

4. For all other wildlife, if the animal is alive, but judged not likely to survive, the animal shall be destroyed and WS shall follow the procedures specified in Section 1B.

5. All accidental wildlife captures, dead or alive, shall be reported in the annual report submitted to the WGFD.

EXHIBIT 1

SECTION 3

GRIZZLY BEAR

A. WS shall follow the procedures detailed in the “Interagency Grizzly Bear Guidelines, 1986”, and the MANAGEMENT GUIDELINES TO ADDRESS NUISANCE GRIZZLY BEARS ON SHEEP AND CATTLE ALLOTMENTS OUTSIDE THE YELLOWSTONE RECOVERY ZONE IN WYOMING, approved by Chris Servheen, Grizzly Bear Coordinator, United States Fish and Wildlife Service, dated 6/25/99.

B. For the purpose of property owners filing depredation claims with the WGFD in accordance with W.S. § 23-1-901, WS shall have personnel advise any landowner, lessee or agent whose property is being damaged by any grizzly bear(s) that, not later than fifteen (15) days after the damage is discovered by the owner of the property or the representative of the owner to report the damage to a Game Warden or Regional Wildlife Supervisor. WS personnel shall not be considered the agent or representative of the landowner and shall not have the responsibility to notify the WGFD of damage by grizzly bear(s) for purposes of compensation to landowners for depredated livestock, bees or bee hives. WS personnel shall advise the landowner or his/her agent of the requirement to contact the WGFD concerning damage if the landowner desires to file a damage claim.

C. WS personnel who investigate complaints that grizzly bear(s) have depredated livestock shall complete in entirety a WGFD/USDA-APHIS-WS LIVESTOCK AFFIDAVIT in triplicate and supply a copy of the affidavit within 14 (fourteen) calendar days of the investigation to the WGFD Regional Wildlife Supervisor in whose Region the depredation occurred and to the owner of the livestock of the owner’s agent.

D. WS shall confirm the loss of at least a single head of livestock by grizzly bear(s) prior to requesting authorization from the WGFD to implement a control action. It shall not be the responsibility of WS to confirm the cause of death of all livestock in a single depredation incident. When livestock are confirmed as having been killed by grizzly bear(s), WS shall complete a WGFD/USDA-APHIS-WS LIVESTOCK AFFIDAVIT and supply a copy to the WGFD, to the livestock owner or agent of the owner, and retain a copy for WS records. The affidavit shall be completed in its entirety, including a description of the physical evidence, which led WS to believe the cause of death was grizzly bear(s). Physical evidence shall include, but not be limited to, measurement of tooth marks, description of wounds, etc. WS shall notify WGFD of other dead livestock reported to them, but for which WS has not confirmed the cause of death. In this manner, WGFD will have the opportunity to examine the carcass(es), if necessary.

E. When and where practical WS shall salvage grizzly bear(s), including hides, skulls, gallbladders, and claws. These parts shall be turned over to the WGFD. If not practical to

salvage the hide, WS shall remove and provide the paws and heads of grizzly bear(s) to the WGFD. In no case, shall WS retain the skull, gall bladder, claws, teeth, or any part thereof any grizzly bear(s) and/or give the same to anyone other than WGFD.

F. Any non-target grizzly bear(s) captured during control actions shall be released on site or relocated following consultation with WGFD.

G. Any snares used by WS to take black bear(s) or mountain lion(s) in classified grizzly bear habitat or in areas believed to be occupied by grizzly bear(s) shall be sufficient to hold any grizzly bear that may be inadvertently captured.

EXHIBIT 1

SECTION 4

BLACK BEAR AND MOUNTAIN LION

A. For the purpose of property owners filing depredation claims with the WGFD in accordance with W.S. § 23-1-901, WS shall have personnel advise any landowner, lessee or agent whose property is being damaged by any black bear(s) or mountain lion(s) that, not later than fifteen (15) days after the damage is discovered by the owner of the property or the representative of the owner to report the damage to a Game Warden or Regional Wildlife Supervisor. WS personnel shall not be considered the agent or representative of the landowner and shall not have the responsibility to notify the WGFD of damage by black bear(s) or mountain lion(s) for purposes of compensation to landowners for depredated livestock, bees or bee hives. WS personnel shall advise the landowner or his/her agent of the requirement to contact the WGFD concerning damage if the landowner desires to file a damage claim.

B. WS personnel who investigate complaints that black bear(s) or mountain lion(s) have depredated livestock shall complete in entirety a WGFD/USDA-APHIS-WS LIVESTOCK AFFIDAVIT in triplicate and supply a copy of the affidavit within 14 (fourteen) calendar days of the investigation to the WGFD Regional Wildlife Supervisor in whose Region the depredation occurred and to the owner of the livestock of the owner's agent.

C. WS shall confirm the loss of at least a single head of livestock by black bear(s) or mountain lion(s) prior to implementation of a control action. It shall not be the responsibility of WS to confirm the cause of death of all livestock in a single depredation incident. When livestock are confirmed as having been killed by black bear(s) or mountain lion(s), WS shall complete a WGFD/USDA-APHIS-WS LIVESTOCK AFFIDAVIT and supply a copy to the WGFD, to the livestock owner or agent of the owner, and retain a copy for WS records. The affidavit shall be completed in its entirety, including a description of the physical evidence, which led WS to believe the cause of death was black bear(s) or mountain lion(s). Physical evidence shall include, but not be limited to, measurement of tooth marks, description of wounds, etc. WS shall notify WGFD of other dead livestock reported to them, but which WS have not confirmed the cause of death. In this manner, WGFD will have the opportunity to examine carcass(es), if necessary.

D. When and where practical WS shall salvage black bear(s) or mountain lion(s), including hides, skulls, bear gallbladders, and claws. These parts shall be turned over to the WGFD. If not practical to salvage the hide, WS shall remove and provide the paws and heads of black bear(s) or mountain lion(s) to the WGFD. In no case, shall WS retain the skull, bear gall bladder, claws, teeth, or any part thereof any black bear(s) or mountain lion(s) and/or give the same to anyone other than WGFD.

E. Any non-target black bear(s) or mountain lion(s) captured during control actions shall be released on site or relocated following consultation with WGFD.

F. When black bear(s) or mountain lion(s) are involved in depredation to livestock, bees, or beehives during the legally established sport hunting seasons for that area, WS and the WGFD shall attempt to facilitate hunter harvest of specific depredating animals when and where practical.

G. Because the relocation of black bear(s) or mountain lion(s) could result in future additional depredations, black bear(s) or mountain lion(s) involved in depredating livestock or resulting in concerns for human safety shall be dispatched in a humane manner.

H. Any snares used by WS to take black bear(s) or mountain lion(s) in classified grizzly bear habitat or in areas believed to be occupied by grizzly bear(s) shall be sufficient to hold any grizzly bear that may be inadvertently captured.

EXHIBIT 1

SECTION 5

FURBEARING ANIMALS

A. If furbearing animals are taken during an open season for the taking of the furbearing animal(s) in accordance with Wyoming Game and Fish Commission Regulation, Chapter 4, Furbearing Animal Trapping Seasons, WS need not give the furbearing animal(s) to the WGFD if WS personnel taking such animals are in possession of a valid furbearing animal trapping license.

B. Bobcat.

1. WS shall confirm the loss of at least a single head of livestock by bobcat(s) prior to implementation of a control action.

2. If the season for the take of bobcat is closed, WS shall release unharmed any non-target bobcat(s) captured during control actions.

3. If WS takes bobcat(s) at a time that salvage of furs is cost effective, WS shall skin the carcass, save the lower jaw or skull and hide and register the bobcat in accordance with Wyoming Game and Fish Commission Regulation, Chapter 4, Furbearing Animal Trapping Seasons.

C. Badger, mink, and weasel.

1. WS shall confirm the loss of at least a single head of livestock by badger, mink, or weasel prior to implementation of a control action.

D. Beaver.

1. WS shall confirm the loss of crops by beaver prior to implementation of a control action.

2. WS shall consult with the WGFD in the Region where depredation by beaver occurs regarding the number of beaver, which may be removed, and the type of control action to be taken.

E. Marten.

1. WS shall not take marten, but shall advise WGFD of any depredation complaints.