Memorandum of Understanding Between the Idaho Department of Fish and Game and the Idaho Department of Environmental Quality Regarding the Use of Fishing License Information

The Idaho Department of Fish and Game (IDFG) and the Idaho Department of Environmental Quality ("IDEQ") (including any successor agencies thereto) (collectively referred to as the "Parties" and individually as a "Party") hereby enter this Memorandum of Understanding ("MOU") for the purpose of defining responsibilities regarding the use of fishing license information by the IDEQ and its contractors during the course of fish consumption surveys conducted by IDEQ.

WHEREAS, IDFG maintains a database of the holders of fishing licenses issued in the State of Idaho by IDFG pursuant to Idaho Code Sections 36-104(b)(14) and 36-301, and IDAPA 13.01.19;

WHEREAS, IDEQ is conducting a statewide fish consumption survey to be used for the purpose of setting water quality standards and criteria for toxic water pollution based upon fish tissue consumption;

WHEREAS, use of the database maintained by IDFG is necessary to conduct an accurate fish tissue consumption survey;

WHEREAS, the information contained in the database maintained by IDFG is confidential information pursuant to Idaho Code Sections 9-340C and 36-402;

WHEREAS, use of the information by private entities for a mailing or contact list is prohibited by Idaho Code § 9-348(1)(a-b);

WHEREAS, public agencies are permitted to use lists or database information for mailing or contact lists by Idaho Code § 9-348(1)(b);

WHEREAS, any contractors employed by IDEQ during the course of the fish tissue consumption survey would require access to the database;

WHEREAS, contractors employed by IDEQ are considered agents of IDEQ for purposes of Idaho Code § 9-348(1)(b);

NOW THEREFORE IT IS HEREBY AGREED AND UNDERSTOOD

1. IDFG will make its database of fishing license holders in Idaho available to IDEQ and its contractors for the limited purpose of using the database to conduct a fish tissue consumption survey during the period from March 2014 to March 2015
2. IDEQ and its contractors shall keep information in the database confidential and assure compliance with Idaho Code 9-348(1)(a);
3. IDEQ and its contractors shall return all information in the database to IDFG at the conclusion of the fish tissue consumption survey and shall not keep any copies of the database information;
4. This MOU will terminate upon completion of the fish tissue consumption survey by IDEQ.

For the Idaho Department of Fish and Game

Signature | Date

VIRGIL MOORE | DIRECTOR

Virgil Moore, Director | [printed name and title]

For the Idaho Department of Environmental Quality

2/5/14

Signature | Date

CURT FRANSEN | DIRECTOR

Curt Fransen, Director | [printed name and title]