

FS Agreement No. 08-SU-11132422-059  
Cooperator Tax ID No. \_\_\_\_\_  
Cooperator Agreement No. \_\_\_\_\_  
3/21/08

**SERVICE-WIDE  
MEMORANDUM OF UNDERSTANDING**


**BETWEEN**

**MULE DEER FOUNDATION**

**AND**

**UNITED STATES DEPARTMENT OF AGRICULTURE  
FOREST SERVICE**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mule Deer Foundation, hereinafter referred to as MDF, and United States Department of Agriculture, Forest Service, hereinafter referred to as the Forest Service.

This MOU  hereby supercedes and replaces Memorandum of Understanding (02-SU-1132422-009), as executed by the parties on March 12, 2002.

**A. PURPOSE.**

The purpose of this MOU is to establish a framework for cooperation and coordination between the Forest Service and the MDF. The framework provides for joint planning and implementation of mutually beneficial projects, programs, and activities that maintain and enhance the productivity of mule deer and blacktail deer (hereafter referred to as mule deer) populations, their habitats, and associated wildlife on National Forest System (NFS) lands and non-NFS lands where linkages of mutual benefit are clearly demonstrated.

**B. STATEMENT OF MUTUAL INTEREST AND BENEFIT.**

The Forest Service is responsible for management of the National Forests and Grasslands, comprising 193 million acres across the United States, and providing significant amounts of habitat for mule deer and associated wildlife species. The Forest Service is dedicated to ensuring the sustainability of the Nation's resources, and has major responsibilities for the protection, conservation, and management of wildlife, fish and plant habitats.

The MDF is a not-for-profit 501(c)(3) organization dedicated to improving, restoring and protecting mule deer habitat, on both public and private lands, for the use and enjoyment of the American people, and to provide for self-sustaining, healthy, free-ranging and

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harvestable deer populations. The MDF mission is to ensure the conservation of mule deer and their habitats through education, scientific research, member involvement, and funding conservation programs.

Both the MDF and the Forest Service have responsibilities and interests in the management of mule deer and their habitats. The Parties agree that conservation, protection and management of mule deer and their habitats is necessary to provide for species diversity, hunting and viewing opportunities. The parties agree that conservation, protection and management efforts for mule deer often require multi-species and broad landscape level approaches, and coordination and cooperation with private landowners, other organizations and county, state, and federal agencies.

To address mutual goals outlined above, the MDF and the Forest Service jointly agree to:

1. Foster increased public awareness of the values of mule deer to ecosystems and society and the pressing environmental issues confronting the future of mule deer.
2. Expand partnership efforts for mule deer protection, conservation, and management on National Forest System lands and across multiple ownerships through identification and implementation of priority projects. Identify resources or other support necessary for successfully completing the projects and determine mechanisms for securing that resources or support.
3. Participate in identifying opportunities to enhance or restore mule deer habitat in conjunction with the implementation of Forest Service planning efforts (e.g., National Forest and Grassland Management Plans, National Fire Plan). As practicable, develop and implement management priorities for mule deer habitat restoration and enhancement at landscape scales that improve ecological conditions, and where there is a high likelihood of success.
4. Cooperate with the Western Association of Fish and Wildlife Agencies and Mule Deer Working Group regarding implementation of the North American Mule Deer Conservation Plan.
5. Participate in the development and execution of agreed upon projects or research efforts, which will be supplemental to this agreement, approved by all parties to this MOU, and subject to all applicable laws and procedures (*reference provision E-2 below*). Examples of these projects and research efforts may include, but are not limited to: site-specific vegetation restoration and enhancement projects, land exchange, validation and effectiveness monitoring, habitat and population inventory and monitoring, and conservation education programs.
6. Participate in cooperative efforts to document, advertise and promote research and project accomplishments through, conservation education signage and brochures, on-the-ground demonstration ventures, and project-specific and/or annual reporting.

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7. Participate in annual meeting(s) between principal contacts and/or representatives at mutually agreed upon times and location(s) to discuss and identify opportunities for mutually beneficial projects and activities, and to discuss progress in implementing this MOU.

Also in consideration of the above premises, the Parties agree as follows:

**C. THE FOREST SERVICE SHALL:**

1. Encourage National Forest and National Grassland officials to participate with MDF representatives in developing mutually beneficial projects or activities, subject to all applicable laws and procedures and in accordance with provision E-2 (below). The Forest Service Regions will identify national and regional points of contacts for coordination with the MDF at all administrative levels.
2. Make National Forest System lands available for furtherance of the MOU, subject to applicable federal laws, regulations, Forest Plans, and State Wildlife Action Plans for the affected area, and subject to approval by the organization head or its designated representative.
3. Facilitate and promote opportunities for cooperation in inventory, monitoring, research and management projects, and educational programs designed to benefit mule deer and/or their habitats.
4. Provide leadership, as agreed to on a project-by-project basis, for planning, implementation, and monitoring of projects or research developed subsequent to this agreement.

**D. THE MULE DEER FOUNDATION SHALL:**

1. Participate in the development and execution of agreed upon projects or research efforts approved by all parties to this MOU, including the Partners' Mapping Project and coordinate with involved States on identifying priority areas for mule deer conservation.
2. Conduct public information and educational programs advancing natural resources conservation, hunter safety and ethics, and cooperate in Forest Service Nature Watch activities involving mule deer and their habitats on National Forest System lands.
3. Disseminate information concerning planning, management, and conservation of natural resources, which may include the Forest Service's multiple-use mission and wise public use of National Forest System lands and facilities.



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3. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this MOU is subject to the Freedom of Information Act (5 U.S.C. 552).
4. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the Forest Service or MDF from participating in similar activities with other public or private agencies, organizations, and individuals.
5. RESPONSIBILITIES OF PARTIES. The Forest Service and MDF and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
6. ESTABLISHMENT OF RESPONSIBILITY. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
7. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the Forest Service and MDF and shall remain in effect for five years from the date of execution. This MOU may be extended or amended upon written request of either the Forest Service or MDF, and the subsequent written concurrence of the other(s). Either the Forest Service or MDF may terminate this MOU with a 60-day written notice to the other.
8. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this MOU.

THE PARTIES HERETO have executed this MOU as of the last date written below.

MULE DEER FOUNDATION

USDA FOREST SERVICE

  
\_\_\_\_\_  
MILES MORETTI                      DATE  
President/CEO

  
\_\_\_\_\_  
ABIGAIL KIMBELL                      DATE  
Chief

The authority and format of this MOU have been reviewed and approved for signature by:  
*/s/ Danielle L. Price, 2-11-08*

\_\_\_\_\_  
FS Grants & Agreements Specialist                      Date