

FS Agreement No. 19-MU-11132422-369

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
MULE DEER FOUNDATION
And The
USDA, FOREST SERVICE
WO-NATIONAL FOREST SYSTEM: WATERSHED, FISH, WILDLIFE, AIR
AND RARE PLANTS

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mule Deer Foundation, hereinafter referred to as “Mule Deer Foundation,” and the USDA, Forest Service, WO-National Forest System: Watershed, Fish, Wildlife, Air and Rare Plants, hereinafter referred to as the “U.S. Forest Service.”

Background: This MOU hereby replaces the previous Service-wide Memorandum of Understanding, Forest Service Agreement Number 08-SU-111322422-059, executed by the parties on March 26, 2008. The 2008 agreement replaced the previous Memorandum of Understanding, Forest Service Agreement Number 02-SU-1132422-069, executed by the parties on March 12, 2002.

Title: Mule Deer Foundation Memorandum of Understanding

I. PURPOSE:

The purpose of this MOU is to establish a framework for cooperation and coordination between the Forest Service and the Mule Deer Foundation. 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 black-tail 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. The parties agree to work together in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

Both the Mule Deer Foundation 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 Mule Deer Foundation and the Forest Service jointly agree to:

- A. 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.
- B. Expand partnership efforts for mule deer protection, conservation, and management on NFS lands and across multiple ownerships through identification and implementation of priority habitats and projects. Identify resources or other support necessary for successfully completing the projects and determine mechanisms for securing needed resources or support.
- C. Participate in identifying opportunities to enhance or restore mule deer habitat in conjunction with the implementation of Forest Service planning efforts. 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.
- D. 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.
- E. 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 IV-F 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.
- F. 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.



- G. Participate in annual meeting(s) between principal contacts and/or representatives at mutually agreed upon times and location(s) to include: identify and review priorities for each organization for the upcoming year; discuss on-going or upcoming FS planning activities; discuss and identify on-going or new opportunities for mutually beneficial projects and activities, and to discuss progress in implementing this MOU. Parties agree to develop and update an Annual Work Plan to identify and document mutual activities, tasks, and planned objectives for each fiscal year in furtherance of the purposes of this MOU.

In consideration of the above premises, the parties agree as follows:

III. MULE DEER FOUNDATION SHALL:

- A. Participate in the development and execution of agreed upon projects or research efforts approved by all parties to this MOU, including the identification of priority habitat areas, stewardship project opportunities, restoration opportunities, and other opportunities. Both parties agree to coordinate with involved States on identifying priority areas for mule deer conservation.
- B. Provide FS with a key point of contact and a list for MDF staff and key volunteers. MDF will update FS on MDF events that FS could cooperate with MDF.
- C. 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 NFS lands.
- D. 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 NFS lands and facilities.
- E. Provide information, as appropriate, to the Forest Service related to the needs and concerns of Mule Deer Foundation members regarding the management of NFS lands and inform the Forest Service of potential funding opportunities, new programs, and resources developed related to mule deer and wildlife habitat improvement.
- F. Provide information to the Forest Service related to private land programs and activities, particularly those adjacent to NFS lands that enhance mule deer habitat in a sustainable manner.
- G. Meet annually with Forest Service regional and forest staff, usually at the Mule Deer Foundation's annual convention. Communicate regularly, or as needed, to share information of mutual interest concerning communications, data, planning, management, and program accomplishments related to this MOU.
- H. Enter into specific collection, donation, volunteer or stewardship agreements or contracts with the Forest Service to accomplish-agreed work or research projects, which will be developed supplemental to this agreement.



- I. Communicate this partnership effort to members of the Mule Deer Foundation through official Mule Deer Foundation publications, national brochures, posters, membership packets, seminars, and other methods.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Encourage National Forest and National Grassland officials to participate with Mule Deer Foundation representatives in developing mutually beneficial projects or activities, subject to all applicable laws and procedures and in accordance with provision IV-F (below).
- B. Make NFS lands available for furtherance of the MOU, such as habitat improvements, volunteer projects and fund raisers, filming and conservation education projects, etc., 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.
- C. 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.
- D. Pending availability of funding, advocate for Regional and Forest staff to participate in annual U.S. Forest Service/Mule Deer Foundation meetings held at the Mule Deer Foundation's annual convention or other mutually agreeable time and location, to discuss significant success efforts, problems or opportunities related to the partnership. Meet and communicate periodically, or as needed, to share information of mutual interest concerning communication, data, planning, management, and program accomplishments related to the partnership.
- E. Designate a FS staff person as MDF liaison to serve as the key contact and to work with the Mule Deer Foundation to establish a national steering group to help guide the partnership efforts. FS Regions will identify regional points of contacts for coordination with the Mule Deer Foundation at all administrative levels.
- F. Assist the Mule Deer Foundation, when requested, in expanding their coordination with State and Private Forestry partners including State Forestry agencies, forestry non-governmental organizations, conservation districts, and other USDA landowner assistance programs.
- G. 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.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.



Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Miles Moretti Address: 1939 South 4130 West Ste H City, State, Zip: Salt Lake City, UT 84107 Telephone: 1-801-973-3940 Email: miles@muledeer.org	Name: Jeremy Snitker Address: 1939 South 4130 West Ste H City, State, Zip: Salt Lake City, UT 84107 Telephone: 1-801-973-3940 Email: jsnitker@muledeer.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Brian Logan, WFWARP Address: 201 14 th Street, SW City, State, Zip: Washington, DC 20250 Telephone: 202-603-8982 Email: brian.logan@usda.gov	Name: Sandra Frost Address: 201 14 th Street, SW City, State, Zip: Washington, DC 20250 Telephone: 202-590-0763 Email: sandra.frost@usda.gov

B. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this agreement.

C. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the Mule Deer Foundation is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the Mule Deer Foundation, at the Mule Deer Foundation’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the Mule Deer Foundation from participating in similar activities with other public or private agencies, organizations, and individuals.

E. ENDORSEMENT. Any of the Mule Deer Foundation contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Mule Deer Foundation's products or activities, and does not by direct reference or implication convey the Mule Deer Foundation endorsement of U.S. Forest Service products or activities.



- F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- G. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the Mule Deer Foundation to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- H. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- I. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- J. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All



cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. The Mule Deer Foundation is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The U.S. Forest Service, Department of Agriculture, collaborates with diverse partners to preserve, conserve and manage biodiversity."

The Mule Deer Foundation may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The Mule Deer Foundation is requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Mule Deer Foundation shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Mule Deer Foundation shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."



- N. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.

- O. DEBARMENT AND SUSPENSION. The Mule Deer Foundation shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the Mule Deer Foundation or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.


- P. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- Q. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through for five years from the date of execution, at which time it will expire.

- R. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

9-25-2019

 MILES MORETTI, President/CEO Date
 The Mule Deer Foundation

9.25.19

 ROBERT M. HARPER, Director Date
 Watershed, Fish, Wildlife, Air, and Rare Plants staff
 U.S. Forest Service



The authority and format of this agreement have been reviewed and approved for signature.

TAWANA RANDOLPH Digitally signed by TAWANA RANDOLPH
Date: 2019.09.19 16:10:39 -04'00'

TAWANA RANDOLPH

Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.