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MEMORANDUM OF UNDERSTANDING

Between

IDAHO DEPARTMENT OF FISH AND GAME

and

CRATERS OF THE MOON NATIONAL MONUMENT

This Memorandum of Understanding is made between the National Park Service, United States Department of the Interior, acting by and through the Superintendent, Craters of the Moon National Monument, hereinafter, "NPS", and the Idaho Department of Fish and Game acting by and through the Regional Supervisor - Upper Snake Region, hereinafter "IF&G".

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, The parties hereto are Government agencies located in the State of Idaho; and

WHEREAS, The Idaho Department of Fish and Game is authorized by Title 36, Fish and Game, I.C.A.s. 36.104(b)9 of the State of Idaho Statutes to enter into joint exercise of powers agreements; and

WHEREAS, the Park Service administers the Monument that was established as a unit of the National Park System, United States Department of the Interior pursuant to 16 U.S.C. § 431, Presidential Proclamation #1694, 43 Stat. 1947; and

WHEREAS, the Director of the National Park Service (or delegate) is required pursuant to 16 U.S.C. § 1a-1 to authorize only those uses of land within the Monument that will not be in derogation of the values and purposes for which the Monument was established; and

WHEREAS, 16 U.S.C. § 1b(1) authorizes the Secretary of the Interior to render emergency rescue, fire fighting, and cooperative assistance to nearby law enforcement and fire prevention agencies and for related purposes outside of the National Park System; and

WHEREAS, the Service has determined that this Memorandum of Understanding is neither incompatible with the public interest nor inconsistent with the use of such lands for Monument purposes.

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NOW, THEREFORE, both parties do mutually understand and agree as follows:

ARTICLE II.

STATEMENT OF WORK

1. Purpose of Agreement:

This agreement is made in recognition of the need for intergovernmental cooperation in the preservation, use and management of wildlife resources within the Craters of the Moon National Monument and upon adjacent Federal and State lands; the work shall include, but not be limited to the following:

- a. Wildlife resource inventories and data collection;
- b. The protection of wildlife with specific reference to the Craters of the Moon mule deer herd;
- c. Control consumptive resource utilization and the illegal killing of mule deer and other wildlife; and
- d. Wildlife interpretation and hunter education;

2. Idaho Fish and Game Responsibilities:

- a. Provide Park Service with data regarding mule deer inventories within Region Six;
- b. Provide Park Service with current regulations and policies regarding wildlife management, closed areas within Region Six, special hunting seasons and all other information involving the enforcement of IF&G laws and regulations;
- c. Issue ex-officio conservation officer cards to NPS rangers at Craters of the Moon National Monument qualified pursuant to IF&G Policy E-2.05 and the General Authorities Act of 1976 (P.L. 94-458);
- d. Close at all times to the hunting of mule deer and other wildlife the area within the boundaries of Craters of the Moon National Monument.

3. National Park Service Responsibilities:

- a. Collect wildlife data and conduct an annual census of the Craters of the Moon mule deer herd, subject to availability of funds and personnel;
- b. Monitor the wildlife habitat and mule deer range condition within the monument and adjacent lands;
- c. Enforce IF&G hunting regulations within the monument and assist the IF&G with enforcement of such regulations on lands adjacent thereto;
- d. Assist IF&G to inform hunters of State and NPS regulations regarding hunting within the monument and upon lands adjacent thereto;
- e. Provide IF&G with copies of all incident reports for

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enforcement actions taken by NPS pursuant to Idaho law and IF&G regulations to the extent authorized by the Privacy Act and applicable NPS law and policy on release of such records;

f. The NPS shall submit to IF&G the names of law enforcement personnel for designation as ex-officio conservation officers who have been deputized as "Authorized Officers" pursuant to s. 36.1301 of the Idaho Code and the General Authorities Act of 1976 (P.L. 94-458).

ARTICLE III.

TERM OF AGREEMENT

This Understanding shall have a term of five (5) years. At the end of that time, it may be reviewed and reaffirmed if both parties so desire.

Amendments to this Understanding may be proposed by either party and shall become effective upon approval by both parties.

ARTICLE IV.

KEY OFFICIALS

FOR PARK SERVICE: Superintendent
Craters of the Moon National Monument
P.O. Box 29, Arco, ID 83213
208-527-3257

FOR IF&G: Regional Supervisor - Upper Snake Region
Idaho Department of Fish and Game
1515 Lincoln Road
Idaho Falls, ID 83401
208-525-7290

ARTICLE V.

PROPERTY UTILIZATION

Not used.

ARTICLE VI.

PRIOR APPROVAL

Not used.

ARTICLE VII.

REPORTS

Reporting requirements are addressed in Article II, Statement of Work.

ARTICLE VIII.

TERMINATION

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This Understanding shall continue in force unless terminated by mutual agreement of by either party upon thirty (30) days notice in writing to the other of intent to do so.

ARTICLE IX.

REQUIRED CLAUSES

1. During the performance of this Understanding the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

2. No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may be arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for it's general benefit.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 1994.

IDAHO DEPARTMENT OF FISH AND GAME NATIONAL PARK SERVICE

Don E. Wright
Don E. Wright
Regional Supervisor
Upper Snake Region

Date: 12/2/94

Jonathan B. Jarvis
Jonathan B. Jarvis
Superintendent
Craters of the Moon N. M.

Date: 11/8/94

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