



IN REPLY REFER TO:

United States Department of the Interior

NATIONAL PARK SERVICE

Craters of the Moon National Monument

P. O. Box 29

Arco, Idaho 83213

AL44(PNR-MR)

June 25, 1984

Memorandum

To: Regional Director, Pacific Northwest Region

From: Superintendent, Craters of the Moon National Monument

Subject: Law Enforcement Agreement with Idaho Department of Fish and Game

Enclosed you will find a revised copy of the Memorandum of Understanding with the Idaho Department of Fish and Game. It is in compliance with current guidelines.

Also, we have included a briefing packet for your information and reference. As you will note the deer problem dates back several years. We had the understanding that you were aware of the situation. It has been discussed with the regional staff since 1979. Perhaps, with changes in key regional positions, the information was not passed along. We apologize for this oversight.

With a major three year deer research project concluded and constant consultations with each Law Enforcement specialist and other regional personnel, plus the summaries in the annual superintendents reports, we assumed that the problem was well documented and known in your office.

At this point, our major concern is that the agreement be processed and approved as expeditiously as possible. It has taken three years to get a state signature. This was due to political fluctuations within the State Attorney General's office—not at the Fish and Game level, as they also desire an agreement.

We feel strongly that we must have this agreement with the State of Idaho. Everything that we have worked on relating to the deer herd has been toward this goal. With the research completed, it is necessary to keep data collection up to date and a good working relationship with the state in order to maintain our knowledge base of the deer herd.

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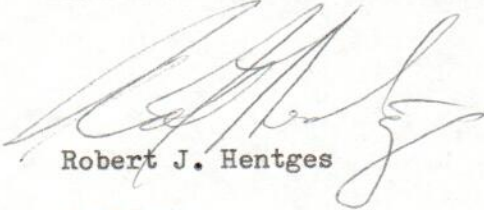
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copy.

When the program is in place, we will be in a position to effectively meet our management objects of, 1) maintaining solid data on the deer population that will be accepted by the other cooperating resource management agencies, 2) provide maximum protection for the deer herd while maintaining good relations with hunters along the monument boundaries, 3) more effectively control poaching/illegal killing of deer and 4) prosecute poachers in the most efficient and cost effective manner.

Your prompt attention to this important matter would be greatly appreciated, as we have received assurance that the state will sign the revised agreement. However, this needs to be concluded before changes in state personnel occur, which is likely during an election year.

If the agreement meets with your approval, please advise and we will send the original document for your signature.

Your consideration is sincerely appreciated.

A handwritten signature in dark ink, appearing to read 'Robert J. Hentges', is written over the typed name.

Robert J. Hentges

Enclosure

ENCLOSURES

- I. BRIEF: Problem of population characteristics and poaching of Mule Deer at CRMO
- II. MEMO OF UNDERSTANDING: Between NPS and IF&G
- III. 43 CFR Part 24 FISH AND WILDLIFE POLICY: State - Federal Relationships
- IV. MANAGEMENT RECOMMENDATIONS: From Report CPSU U/I B 83-2
- V. STANDARD OPERATING PROCEDURES: CPSU U/I B 84-1

BRIEF: Problem of population characteristics and poaching of
Mule Deer at Craters of the Moon National Monument.

*NOTE - This brief contains confidential Law Enforcement
information and is for official use only.

DATE: June, 1984

PREPARED BY: Neil King

Neil King, Park Ranger
Resource Management and Visitor Protection

BACKGROUND

I reported for duty at Craters of the Moon National Monument in June, 1978. In late summer, I began an analysis and evaluation of the wildlife management program. By late fall, two major problem areas were evident: 1) the population characteristics (numbers of animals and general condition) of the mule deer herd was unknown, and 2) illegal killing of the mule deer, both within the monument and on adjacent Bureau of Land Management (BLM)/private lands were occurring.

These two general problem deductions were based on the following facts:

A) Population characteristics of the mule deer herd.

- A ten year old master's thesis project had predicted a continued increase in the deer herd. However, no work or field census efforts had taken place to determine if this was in fact the case.

- In certain areas of the monument, primarily on thermal cover bedding sites, I noted erosion and adverse impact on vegetation. This indicated a deer population beyond the natural carrying capacity.

B) Illegal killing of mule deer.

- Past history from monument records indicated little problem with poaching. During the first fall, however, I made two separate poaching cases, and three others occurred without determining the individuals responsible. Through contacts with hunters and private land owners on land adjacent to the monument, I developed a strong belief that, a) many poaching incidents were occurring, b) poachers felt little concern that they would be caught, c) if caught and successfully prosecuted, the fine would usually run from \$25.00 to \$50.00 and d) the federal magistrate showed a lack of concern toward the poaching problem, as did the U.S. Attorney's Office. In general, there was a feeling of contempt towards National Park Service rangers as being ineffective law enforcement officers.

- During the fall of 1979, I set up an informal check station on BLM land on the major access road into the heaviest hunted area adjacent to the monument. I encountered twelve separate incidents of either failure to validate tags or wrong sex deer. No citations were issued as the NPS had no jurisdiction outside the monument. Party hunting to fill tags was openly practiced. Although these were not violations of CFR regulations, the deer were members of the Craters deer herd.

- Idaho Fish and Game was sympathetic to the problem but felt it was not unique and really no different than situations on-going in numerous other areas under their jurisdiction. Although willing to respond to a specific poaching incident, Idaho Fish and Game personnel were often unreachable or several hours away.

ACTION TAKEN^o

In 1980, Craters of the Moon began to move towards a solution to resolving these two problems.

- A) A research project was initiated to determine the population characteristics and to establish monitoring methods for conducting annual census on the deer herd. This project was successfully concluded in May, 1983. The result is a standard operating procedure for determining the annual total population of the deer herd and permanent vegetative transects to measure forage use by mule deer. This SOP is now a routine operational duty conducted by Craters of the Moon field rangers. A cooperative agreement with BLM and Idaho Fish and Game is currently being negotiated that will eventually lead to a Wildlife Management Plan for the Craters Mule Deer. The basis for this plan will be the data obtained through the census SOP. There were two management recommendations made in the research project report that are relative to this brief:

1. To continue an aggressive law enforcement program to discourage and control poaching.
2. To monitor and collect data from the hunter harvest.

- B) In 1980, I received ex-officio conservation status and law enforcement authority from the Idaho Fish and Game. Negotiations were immediately begun to enter into a formal agreement as per NPS-9 (1975). This was done in conference with regional personnel (Temp Reynolds and Captain Lloyd Hill). Due to political fluctuations at the State Attorney General's Office, this agreement was not signed until May, 1984.

In the interim three years, the success of the law enforcement program, using state authority, has been dramatic. Approximately 19 poaching cases have been successfully prosecuted. The average fine through the state judicial system is \$250.00, plus a mandatory \$250.00 civil penalty, plus loss of Idaho hunting privileges. I have not lost a single case, including two that went to a jury trial.

I feel strongly that this would not have been possible if these cases had gone through the Federal judicial process. There are several reasons for this.

- The first is the logistics. The U.S. Attorney's Office is 180 miles to the west (Boise) and the Federal Magistrate is 110 miles southeast (Pocatello). The most simple of poaching cases (where the defendants plead guilty) would require one trip to each area office (a total of 640 miles) and a minimum of two days away from the monument. With only two rangers on duty, this would leave the monument without any law enforcement protection for unacceptable periods of time and/or require expensive overtime costs.

- Although we have not taken a poaching case through the federal system in several years, there is little reason to believe we would find much sympathy from the court. A recent example is an individual charged with operating an ORV off-the-roadway and destruction of natural features. The ORV off-roadway charge was dismissed (without explanation) by the Magistrate and the defendant received a \$20.00 fine for destruction of natural features. Considering investigation and case preparation time of two man-days and travel of 440 miles it hardly seemed to be worthwhile. There is little reason to believe the results with poaching would be much different.

- Although we are still experiencing a fairly high rate of poaching incidents (6 cases in 1983) the local poacher is not practicing his trade at the monument. Those cases from 1983 were regional persons (Idaho Falls/Twin Falls) and not from the Arco area. The typical case from 1983 was an opportunist that shot a deer immediately adjacent to the highway. In the past, the typical poaching incident was a person that hiked or rode horses into Little Cottonwood and hunted for a mature buck. This is significant in that the Craters deer herd contains mule deer of world class Record Book status. If the poacher feels that he can poach a record book deer and, if caught, pay a minimal fine, then it is still worthwhile. A trophy mule deer head is worth several thousand dollars. In order to actually apprehend a violator it is very often necessary to make contact on lands outside the monument.

- Also, and perhaps most significant from the field rangers point of view, is that hunter contacts most frequently occur outside the monument boundary. If we are to PREVENT illegal killing of mule deer, the best way to accomplish this is to contact hunters BEFORE they enter the monument. This, of course, opens to question the jurisdiction/scope of duties. However, it is without question that it is the only effective action that provides the greatest degree of protection against persons unknowingly hunting in the monument. If a deer is shot in the monument the person guilty of the act is usually caught, but the deer is dead nonetheless. A major percentage of this type of violation can be prevented by good public relations through personal contact with the well intentioned hunter before they enter the monument. This effort may continue only if rangers are authorized to make personal contacts outside the monument.

WHAT IS NEEDED

Craters of the Moon and the NPS needs to enter into an agreement with Idaho Fish and Game that allows NPS rangers to operate under state authority--both within the monument and outside the boundary. This is authorized by NPS-20, NPS-9, Public Law 94-458, Idaho Code Section 36 - 104(b)(9) and most recently by 43 CFR Part 24 Fish and Wildlife Policy; State-Federal Relationships.

Specifically, it would accomplish the following.

- 1) Allow rangers to contact hunters before they enter Craters of the Moon and to explain the regulations and the monument boundaries. Several incidents each year will be prevented and the deer will be better protected.
- 2) Allow Craters of the Moon to collect necessary data on the deer herd as per standard operating procedures and the recommendations of CPSU U/I Report #83-2.
- 3) Allow rangers to take law enforcement actions as necessary to apprehend poaching violators.
- 4) Ensure that rangers are working within their scope of duties when performing the above tasks.
- 5) Improve and maintain relations with the Idaho Fish and Game.
- 6) Allow prosecution of poaching violators through the state judicial system which is the most cost effective and efficient way to deal with the problem.

MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL PARK SERVICE,
CRATERS OF THE MOON NATIONAL MONUMENT
AND
THE STATE OF IDAHO,
IDAHO DEPARTMENT OF FISH & GAME
REGION 6
AND
THE BUREAU OF LAND MANAGEMENT,
IDAHO FALLS DISTRICT

This agreement, made and entered into between the National Park Service (hereinafter referred to as NPS) and the Idaho Department of Fish and Game (hereinafter referred to as IF&G) and the Bureau of Land Management (hereinafter referred to as BLM), is made in reference to the following facts:

Article I. Background and Objectives

WHEREAS, the NPS, IF&G and BLM are all governmental agencies charged with managing natural resources.

WHEREAS, all concerned agencies participated as cooperators in conducting a research project at Craters of the Moon National Monument (hereinafter referred to as CRMO) to determine the population characteristics of the Crater mule deer herd. This project was reported in Ecological Characteristics of Mule Deer: Craters of the Moon National Monument, Idaho, Brad Griffith,
CPSJ U/I B83-2.

WHEREAS, this agreement is authorized under Public Law 94-458,
43 CFR Part 24, NPS Management Policies and Idaho Code Section
36-104 (G)(9).

WHEREAS, the purpose of this agreement is to establish guidelines
to maintain long-term monitoring and data collection to provide
information on the deer herd and an exchange of information
between the concerned agencies that have management influence on
the deer herd.

Article II. Statement of Work

NOW, THEREFORE, in consideration of the promises stated, the parties
agree as follows:

1. The NPS will:

- a) As per Standard Operating Procedures: Mule Deer Population
Monitoring and Permanent Vegetation Transect Monitoring,
CRMO, Brad Griffith CPSU U/I B84-1, collect data, monitor
and report the following.
 - Spring and Fall deer population characteristics.
 - Permanent vegetation transects.
 - Deer killed by motor vehicles.
 - Deer harvest by hunters.
- b) As per management recommendations in Ecological Characteristics
of Mule Deer: CRMO, Brad Griffith CPSU U/I B83-2:
 - Continue to document marked deer relocations and pay rewards
for returned deer tags.

- Maintain an effective law enforcement program.
- Conduct a fire ecology study to determine the natural role of fire within the CRMO ecosystem and implement a wilderness fire management plan based on the study results. This program may or may not include prescription burning of some deer habitat.
- Make an effort to **reduce** the number of vehicle accidents through a cooperative effort with the state highway division.
- No open water **sources** will be developed in the central area of the monument.
- Collection of **data** on the deer herd will be shared with the cooperators.

2. The BLM will:

- a) Collection of data on the deer herd will be shared with the cooperators.
- b) Notify cooperators when considering any management action that will affect the deer herd.

3. The IF&G will:

- a) Collection of data on the deer herd will be shared with the cooperators.
- b) Notify cooperators when considering any management action that will affect the deer herd.

Article III: Terms of Agreement

NOW, THEREFORE, this agreement shall remain valid under the following conditions:

- This agreement shall be in effect from the date of its execution to December 31, 1988.
- This agreement may be amended or the terms extended upon mutual agreement by the parties in writing.
- Cooperators will meet annually.
- Nothing within this agreement allows the charging of funds to the benefitting agency.

Article IV. Reports

An annual report on all data collected will be prepared by NPS and distributed to the cooperators annually.

Article V. Termination

Any cooperator may terminate or withdraw from the terms of this agreement upon 60 days written notice.

Article VI. Required Clauses

"During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination 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.

"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 arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit."

IN WITNESS WHEREOF, the parties hereto have executed this agreement upon the date following their respective signatures.

NATIONAL PARK SERVICE
Craters of the Moon National Monument

Superintendent

Date

BUREAU OF LAND MANAGEMENT
Idaho Falls District

District Manager

Date

IDAHO DEPARTMENT OF FISH & GAME
Region 6

Regional Supervisor

Date