APPENDIX B

2008 Memorandum of Understanding

ORIGINAL

MEMORANDUM OF UNDERSTANDING

Between the

USDA, FOREST SERVICE, BEAVERHEAD-DEERLODGE NATIONAL FOREST

USDI, BUREAU OF LAND MANAGEMENT,

MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS,

HELLE LIVESTOCK

And the

REBISH AND KONEN A MONTANA LIVESTOCK LIMITED PARTNERSHIP

This Memorandum of Understanding (MOU) is hereby made and entered into by and between Helle Livestock and Rebish and Konen Partnership, hereinafter referred to as Grazing Permitees; the Bureau of Land Management (BLM), Montana Department of Fish, Wildlife and Parks (FWP), and the United States Department of Agriculture Forest Service, Beaverhead-Deerlodge National Forest (FS), hereinafter referred to as the Agencies.

I. INTRODUCTION:

The Agencies propose to reintroduce Bighorn Sheep into the Greenhorn Mountain Range. FWP has outlined procedures for reintroduction and dealing with Bighorn Sheep that leave this area in their Environmental Assessment for this project.

The Grazing Permitees are permitted to trail and graze sheep on public land in the Snowcrest and Gravelly Mountain ranges. Domestic sheep are trailed across agency-administered property to grazing allotments on National Forest System lands.

II. PURPOSE:

The purpose of this MOU is to address concerns raised by the Grazing Permitees. Because disease transmission and interbreeding are potential conflicts between Bighorn Sheep and domestic sheep, Grazing Permitees are concerned that their permits will be adjusted or their operations disrupted due to Bighorn Sheep reintroduction.

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Bighorn Sheep are native to Montana and the Greenhorn Mountains. Reintroduction of Bighorn

Sheep in the Greenhorn Mountains will provide wildlife viewing, hunting and associated economic benefit. Providing recreation opportunity, wildlife diversity and managing for ecological health are mutual benefits and interests of the FWP and FS. Rebish, Helle and Konen families recognize the value of Bighorn Sheep and can accept reintroduction as long as the sheep are managed by the terms of this MOU.

IV. THE AGENCIES (FWP, BLM, and FS) SHALL AGREE TO THE FOLLOWING STIPULATIONS:

A. Reintroduction of Bighorn Sheep will not cause the Agencies to adjust the operation or management of the Grazing Permitees' domestic sheep grazing operations without the Grazing Permitees consent. The Agencies agree that this includes the trailing corridor and grazing allotments.

B. Reintroduction of Bighorn Sheep will not preclude consideration of domestic sheep grazing on other allotments in the Gravelly or Snowcrest Mountain ranges. Any proposal to change class of livestock on a grazing allotment will have to be analyzed under the National Environmental Policy Act regulations.

C. In an attempt to prevent contact between Bighorn Sheep and domestic sheep, FWP will issue the Grazing Permitees a kill permit for Bighorn Sheep.

V. THE GRAZING PERMITTEES SHALL:

A. Agree to the following stipulations for the kill permit:

1. Bighorn Sheep contacting domestic sheep may be killed by the Grazing Permitees or their herders on federally managed Gravelly Mountain domestic sheep allotments and/or on the Grazing Permitees' private and leased land.

2. Bighorn Sheep close to domestic sheep within the federally managed Gravelly Mountain domestic sheep allotments, or on Grazing Permittees' private and leased lands where potential for contact is imminent, may be killed by the Grazing Permitees or their herders.

3. When Bighorn Sheep are greater than ½ mile from domestic sheep or the federally managed Gravelly Mountain domestic sheep allotment or Grazing Permitees' private and leased lands, Grazing Permitees or their herders will make every effort to contact FWP personnel to address the situation before killing Bighorn Sheep. The Grazing Permitees will be provided a satellite telephone by FWP for this purpose.

4. Grazing Permitees or their herders will inform FWP within 24 hours of killing a Bighorn Sheep or as soon as practical thereafter; considering access and logistical limitations.

5. To prevent spoilage, the carcass of Bighorn Sheep killed on permitted allotments will be field-dressed and preserved in as practical a manner as the circumstances will allow.

6. The carcass including the head and horns will be left intact for collection by FWP.

7. The person who killed a Bighorn Sheep is required to escort a FWP representative to the location of the kill site.

8. Kill permits will be valid on the federally managed Gravelly Mountain grazing allotment or on the Grazing Permittees private or leased land whenever domestic sheep are present on those lands. The kill permit will be renewed annually.

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

A. PRINCIPAL CONTACTS. The principal contacts for this MOU are:

Forest Service Contacts
Mark A. Petroni and Jay Frederick
Address: 5 Forest Service Road
Ennis, Montana 59729

Phone: (406) 682-4253
FAX : (406) 682-4233
E-Mail: mpetroni@fs.fed.us

FWP Contacts
Kurt Alt and Bob Brannon
Address: 1400 South 19th
Bozeman, Montana 59718

Phone: (406) 994-4042
FAX: (406) 994-4090
E-Mail kalt@mt.gov

BLM Contact
Jim Roscoe
Address: 1005 Selway Drive
Dillon, Montana 59725

Phone: (406) 683-2337
FAX: (406) 683-2970
E-Mail: James_Rroscoe@mt.blm.gov

Helle Livestock Contacts
John and Tom Helle
Address: 1100 Stone Creek Road
Dillon, Montana 59725

Phone: (406) 683-6686
FAX: (406) 683-6686

Rebish and Konen Contact
Jon Konen
Address: 200 Airport Road
Dillon, Montana 59725
Phone: (406) 683-6236

B. 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).

C. NON-FUND OBLIGATING DOCUMENT. This MOU is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award to the Grazing Permittees of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts neither the Agencies nor the Grazing Permitees from participating in similar activities with other public or private agencies, organizations, and individuals.

E. RESPONSIBILITIES OF PARTIES. The Agencies and Grazing Permitees 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.

F. 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.

G. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

H. MODIFICATION. Modifications within the scope of the MOU shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.

I. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

J. COMMENCEMENT/EXPIRATION DATE. This MOU shall commence upon execution by all parties hereto and shall be effective as of the last date written below. This instrument expires on **January 31, 2018** unless otherwise extended by a bilaterally executed modification. Either party to this instrument may terminate it by providing written notice to the other party.

K. REVIEW. The party's shall review this MOU once every three years to assess its

L. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document, as representatives of the party, are authorized to act in their respective areas for matters related to this instrument.

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

/s/ Teresa Asleson — *1/22/2008*
TERESA ASLESON — Date
FS Agreements Specialist

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the last written date below.

2/25/08
JOHN HELLE — Date
Helle Livestock

2/25/08
JON KONEN — Date
Rebish and Konen Partnership

Tim Bozorth — 1/24/2008
TIM BOZORTH, Area Manager — Date
USDI Bureau of Land Management
Dillon Resource Area

2/5/08
PAT FLOWERS, Regional Supervisor — Date
Montana Department of Fish, Wildlife and Parks

Bruce Ramsey — 1-22-08
BRUCE RAMSEY, Forest Supervisor — Date
USDA Forest Service, Beaverhead-Deerlodge National Forest