

APPENDIX A
2002 Memorandum of Understanding

ORIGINAL

MEMORANDUM OF UNDERSTANDING

between

USDA, FOREST SERVICE, BEAVERHEAD-DEERLODGE NATIONAL FOREST

USDI, BUREAU OF LAND MANAGEMENT,

MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS,

REBISH AND HELLE MONTANA PARTNERSHIP

and

**REBISH AND KONEN A MONTANA LIVESTOCK
LIMITED PARTNERSHIP**

This Memorandum of Understanding (agreement) is hereby made and entered into by and between Rebish and Helle Partnership and Rebish and Konen Partnership, hereinafter referred to as Grazing Permittees; 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 EA for this project.

The Grazing Permittees are permitted to trail and graze sheep on public land in the Snowcrest and Gravelly Mountain ranges. Sheep are trailed across agency-administered property to grazing allotments on FS lands.

II. PURPOSE:

The purpose of this agreement is to address concerns raised by the Grazing Permittees. Because disease transmission and interbreeding are potential conflicts between bighorn sheep and domestic sheep, Grazing Permittees 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 Fish Wildlife and Parks and the USDA Forest Service. 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 agreement.

IV. THE AGENCIES (FWP, BLM, 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 Permittees' domestic sheep grazing operations without the Grazing Permittees' 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 National Environmental Policy Act regulations.
- C. In an attempt to prevent contact between bighorn sheep and domestic sheep, FWP will issue the Grazing Permittees a kill permit for bighorn sheep.

V. THE GRAZING PERMITTEES SHALL:

- A. Agree to the following stipulations for the kill permit:
 - 1. Any bighorn sheep contacting domestic sheep may be killed by the Grazing Permittees or their herders on their federally managed, Gravelly domestic sheep allotments and on the Grazing Permittees' private and leased land.
 - 2. Bighorns close to domestic sheep within the federally managed, Gravelly domestic sheep allotments, or on Grazing Permittees' private and leased lands where potential for contact is imminent, may be killed by the Grazing Permittees or their herders.
 - 3. When bighorns are greater than ½ mile from domestic sheep or the federally-managed Gravelly domestic sheep allotment or Grazing Permittees private and leased lands, Grazing Permittees or their herders will make every effort to contact FWP personnel to address the situation before killing bighorn sheep. The Grazing Permittees will be provided a satellite telephone by FWP to be used for that purpose.
 - 4. Grazing Permittees 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. The carcass of any bighorn sheep killed on this permit will be field dressed and preserved in as practical a manner as the circumstances will allow, to prevent spoilage.
6. The carcass, including the head and horns, will be left intact for collection by FWP.
7. The person killing a bighorn is required to take an FWP representative to the location of the kill.
8. The kill permits will be valid on the federally managed, Gravelly grazing allotment, or on the Grazing Permitees 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 agreement are:

Forest Service Contact

Mark A. Petroni
Ron Wiseman
Address: 5 Forest Service Road
Ennis, Montana 59729

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

BLM Contact

Jim Roscoe
Address: 1005 Selway Drive
Dillon, Montana 59725

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

Rebish and Konen Contact

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

FWP Contact

Joel Peterson
Bob Brannon
Address: 1400 South 19th
Bozeman, Montana 59718

Phone: (406) 994-4042
FAX: (406) 994-4090
E-Mail: jpeterson@montana.edu

Rebish and Helle Contact

Joe Helle
Address: 1100 Stone Creek Road
Dillon, Montana 59725

Phone: (406) 683-2804
FAX: (406) 683-2804

B. REVIEW. The participants will review this agreement once every three years to

assess its adequacy, effectiveness, and continuing need. The first such meeting will be November 30, 2005.

- C. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552).
- D. NON-FUND OBLIGATING DOCUMENT. This agreement 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 agreement 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 agreement does not provide such authority. Specifically, this agreement does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.
- E. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the Agencies nor the Grazing Permittees from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. MODIFICATION. Modifications within the scope of the agreement 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.
- G. TRANSFER. The Grazing Permittees can transfer this agreement to subsequent owners of lands and allotments covered by this agreement by sending an assignment notice (modification) to the Agencies.
- H. TERMINATION. The Grazing Permittees may terminate the agreement in whole, or in part, at any time before the date of expiration if the Agencies fail to adhere to the terms of this agreement. Likewise, the Agencies may terminate the agreement in whole, or in part, at any time before the date of expiration if the Grazing Permittees fail to adhere to the terms of this agreement.
- I. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective as long as bighorn sheep remain in the Greenhorn Mountains, and domestic sheep remain on the federal Gravelly grazing allotment or on the Grazing Permittees' private or leased land.

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


DANIELLE L. PRICE
FS Agreements Coordinator

5-21-02
Date

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


JOE HELLE
Rebish and Helle Partnership

5/21/02
Date


JON KONEN
Rebish and Konen Partnership

5/24/02
Date


SCOTT POWERS, Area Manager
USDI Bureau of Land Management
Dillon Resource Area

5/21/02
Date


PAT FLOWERS, Region 3 Supervisor
Montana Department of Fish, Wildlife and Parks

5/15/02
Date


JANETTE S. KAISER, Forest Supervisor *Acting*
USDA Forest Service, Beaverhead-Deerlodge National Forest

5-21-02
Date