

APPENDIX C

2016 Modification of 2008 Memorandum of Understanding



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	4

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 08-MU-11010206-013		2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:		3. MODIFICATION NUMBER: 001	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Beaverhead-Deerlodge National Forest 420 Barrett Street, Dillon, MT 59725			5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Beaverhead-Deerlodge National Forest 420 Barrett Street, Dillon, MT 59725		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Montana Fish, Wildlife & Parks 1400 South 19 th , Bozeman, MT 59718 Bureau of Land Management 1005 Selway Drive, Dillon, MT 59725 Helle Livestock 1100 Stone Creek Road, Dillon, MT 59725 Rebish and Konen 200 Airport Road, Dillon, MT 59725			7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):		

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: See Block 9 for Updated Principal Contacts
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): See Block 9 for Changes to Language

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):
Replace the previous MOU with the attached pages.

The purpose of this modification is to clarify MOU language previously agreed to by the parties, remove unneeded information, recognize the successful reintroduction of bighorn sheep to the Greenhorn Mountains, reflect the intent of the parties for continued management of the bighorn sheep herd consistent with the 2010 Montana Bighorn Sheep Conservation Strategy and update the Principal Contacts Provision. The modifications are described below.

In Sections I, II and III - Update the Introduction, Purpose, and Statement of Mutual Benefit and Interests to recognize the successful reintroduction of bighorn sheep to the Greenhorn Mountains, intent of all parties to assist in managing the reintroduced herd consistent with the 2010 Montana Bighorn Sheep Conservation Strategy and continue current management strategies that have avoided comingling of bighorn sheep and domestic sheep.

In Section IV. "THE AGENCIES (FWP, BLM, AND FS) SHALL AGREE TO THE FOLLOWING STIPULATIONS:"
Delete Item A in its entirety and replace with Item A on the revised pages (attached). Item A is modified to clearly reflect agency authorities.
Delete Item B in its entirety. Item B is deleted due to the 2009 Forest Plan which addresses grizzly bear predation on livestock and consistency with the Final Conservation Strategy for the Grizzly Bear in the Yellowstone Ecosystem. The 2009 Record of Decision (pages 17-18) approving the Beaverhead-Deerlodge National Forest Land and Resource Management Plan includes a management standard that any sheep allotments in occupied grizzly bear habitat in the Gravelly landscape not be restocked with sheep if they become vacant.



Delete Item C under Section IV and add the same statement as Item A to a new Section V titled "FWP AGREES TO THE FOLLOWING:"
Section IV, Item C is being moved to a new section because the federal agencies do not play a role in issuing FWP permits.
Add Item B to Section V continuing current management actions that have avoided comingling of bighorn sheep and domestic sheep.

Section V "THE GRAZING PERMITTEES SHALL:" is re-numbered to Section VI.

Delete the last sentence of Item A3 per the revised pages (attached). A satellite telephone is no longer needed due to improved cell phone coverage in the area.

Section VI "IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:" is re-numbered to Section VII.

Item A. "PRINCIPAL CONTACTS" is updated with current personnel and contact information per the revised pages (attached).

Item C. Delete the second sentence to clarify the agencies are not obligating funds outside their delegated fiscal authority.

Item K. Delete the phrase requiring review of the MOU every 3 years and replace with review upon request of any of the parties.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input type="checkbox"/>	Other:

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. SIGNATURE SEE ATTACHED SIGNATURE PAGE (Signature of Signatory Official)	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE SEE ATTACHED SIGNATURE PAGE (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print):		11.F. NAME (type or print):	
11.G. TITLE (type or print):		11.H. TITLE (type or print):	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: _____ SEE ATTACHED SIGNATURE PAGE SHARON L. SAWYER U.S. Forest Service Grants Management Specialist	12.B. DATE SIGNED
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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 30 minutes 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.



INSTRUCTIONS FOR FORM FS-1500-19

1. Enter the original U.S. Forest Service agreement number.
2. Enter the cooperator's agreement number, if applicable.
3. Enter the number for this Modification, i.e. 01, 02, or 03. The first modification to an instrument is '01', subsequent modifications receive a subsequent modification number (for example, the fourth modification is '04').
4. Enter the address of the G&A Specialist/Signatory Official responsible for this agreement.
5. Enter the address of the U.S. Forest Service Program/Project Manager or Lead Scientist responsible for this agreement.
6. Enter the cooperator's address.
7. Enter the cooperator's HHS Sub-Account numbers, if funding is provided on this modification (for example: G2412345003) (Only used by NA/S&PF and NRS)
8. Select all boxes that apply:
 - Change in Performance = updated performance period agreed to.
 - Change in Funding = obligation OR de-obligation amount and new totals.
 - Administrative = change in pay address, administrator address, correcting typing errors, etc.
 - Other = any other modification not described, such as update new objective to study plan, change the Principle Investigator, etc.
9. Insert changes such as updated provision, tasks, or any other data needed by the modification, add additional pages as needed.
10. Check all boxes that apply and ensure to attach these documents to the modification. Other attachments could include SF-424 forms.
11. A – D, self explanatory.
11. E – H, Type or print the names of signatory officials.
12. G&A Specialist signs and dates before sending to the individuals in block 11, if all modification data are approved for signature.

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 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:

FWP has reintroduced bighorn sheep into the Greenhorn Mountain Range. Prior to reintroduction, FWP outlined procedures for reintroduction and managing bighorn sheep that leave the area in an Environmental Assessment (EA). The EA and subsequent approval of the transplant by the FWP Commission was conducted with full public participation.

The Grazing Permittees have been grazing and trailing sheep in the Snowcrest and Gravelly Mountain ranges for decades. Grazing Permittees 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.

The Agencies recognize that the Greenhorn bighorn sheep reintroduction knowingly placed bighorn sheep into an area that is proximate to domestic sheep operations on private land and recognize the risk of possible pathogen transmission as a result of that placement. The Agencies also recognize that members of the Greenhorn bighorn sheep herd have utilized habitat located on private lands and as such appreciate and understand that private landowner tolerance, including the tolerance of the Grazing Permittees hereto, of bighorn sheep running on private land is critical to the success of the 2010 Montana Bighorn Sheep Conservation Strategy. All

parties to this MOU recognize the need for cooperation between all landowners to grant the Greenhorn bighorn sheep herd a reasonable opportunity for success under current environmental conditions, as well as many herds in Montana.

II. PURPOSE:

The purpose of this MOU is to address and implement management strategies set forth in the 2010 Montana Bighorn Sheep Conservation Strategy and the 2001 EA completed by FWP prior to reintroducing bighorn sheep herd to the Greenhorn Mountains. Because the EA identifies pathogen transmission and interbreeding as potential conflicts that could arise should comingling of bighorn sheep and domestic sheep occur, the management provisions contained herein have been developed to avoid comingling of bighorn sheep and domestic sheep on both private and public lands. This MOU sets forth management prescriptions that help protect the reintroduced Greenhorn bighorn sheep herd.

The MOU ensures that FWP meets its express obligation under Montana law to ensure that a transplanted wildlife species, namely the Greenhorn bighorn sheep herd, poses no threat of harm to existing agriculture production and that the reintroduction has significant public benefits (Montana Code Annotated Section 87-5-711[1]). Further, this MOU meets FWP's responsibility to implement the 2010 Montana Bighorn Sheep Conservation Strategy in a manner that assures the reintroduced Greenhorn bighorn herd population can be protected through management prescriptions which address unforeseen consequences accruing as a result of the reintroduction (Montana Code Annotated Section 87-5-713). For the Greenhorn bighorn sheep herd, these management actions may include monitoring, trapping, transplant, lethal removal and non-lethal hazing, as authorized by FWP.

III. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Bighorn sheep are native to Montana and were once native to the Greenhorn Mountains. Reintroduction of bighorn sheep in the Greenhorn Mountains has provided 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, FS and BLM. Domestic sheep grazing is a legally recognized multiple-use of public lands. The Agencies recognize management issues involving the Greenhorn bighorn sheep herd extend beyond public land boundaries and are best resolved through cooperative management amongst all landowners. People and our communities benefit from programs and infrastructure supporting livestock, including contributing to Montana's open spaces which, in turn, benefit wildlife habitat and populations.

In turn, the Rebish, Helle and Konen families recognize the value of healthy bighorn sheep populations in Montana and have worked to ensure the viability of the reintroduced Greenhorn bighorn sheep herd by taking actions to maximize spatial separation between their domestic sheep and bighorn sheep located in areas proximate to their private property and domestic sheep allotments. Current management practices have successfully maintained separation and avoided

comingling of the species.

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

- A. In support of the 2010 Montana Bighorn Sheep Conservation Strategy, the Agencies agree to coordinate with, and work cooperatively with, the Grazing Permittees any adjustment in operation or management of domestic sheep grazing operations on public land based on management of the reintroduced Greenhorn bighorn sheep herd, as described in the September 26, 2001 FWP Decision Notice, Alternative B in the February 16, 2001 FWP Draft Environmental Assessment and approved by the FWP Commission May 9, 2002, with the understanding that the agencies retain their full and independent authorities to manage grazing use under federal and state law and regulations.

V. FWP AGREES TO THE FOLLOWING:

- A. As deemed necessary by FWP to protect the Greenhorn bighorn sheep herd by avoiding comingling of bighorn sheep and domestic sheep, FWP will issue the Grazing Permittees a kill permit for bighorn sheep.
- B. If FWP identifies potential risk of comingling based on their knowledge of individual bighorn sheep locations, they will cooperatively work with the Grazing Permittees to identify appropriate management actions.

VI. 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 Permittees or their herders on federally managed Gravelly Mountain domestic sheep allotments and/or on the Grazing Permittees' 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 Permittees 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 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.
 - 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. 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

Dale Olson
Address: 5 Forest Service Road
Ennis, Montana 59729

Phone: (406) 682-4253
FAX : (406) 682-4233
E-Mail: dolson07@fs.fed.us

FWP Contacts

Dean Waltee
Address: 1400 South 19th
Bozeman, Montana 59718

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

BLM Contact

Cornie Hudson
Address: 1005 Selway Drive
Dillon, Montana 59725

Phone: (406) 683-8000
FAX: (406) 683-8066
E-mail: chudson@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

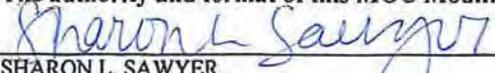
Jon Konen
Address: 200 Airport Road
Dillon, Montana 59725
Phone: (406) 683-6236

- 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.

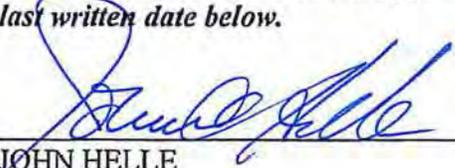
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts neither the Agencies nor the Grazing Permittees from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. RESPONSIBILITIES OF PARTIES. The Agencies and Grazing Permittees 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. Upon request from any party to this MOU, the party's shall review the MOU to assess its adequacy, effectiveness, and continuing need.
- 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 Modification have been reviewed and approved for signature:

 10/17/2016

SHARON L. SAWYER Date
U.S. Forest Service Grants Management Specialist

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

 11/2/2016

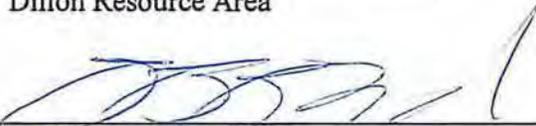
JOHN HELLE Date
Helle Livestock

 11-14-16

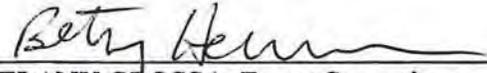
JON KONEN Date
Rebish and Konen Partnership

 11/1/2016

FOR CORNIE HUDSON, Area Manager Date
USDI Bureau of Land Management
Dillon Resource Area

 10/22/16

SAM SHEPPARD, Regional Supervisor Date
Montana Department of Fish, Wildlife and Parks

 11/1/2016

FOR MELANY GLOSSA, Forest Supervisor Date
USDA Forest Service, Beaverhead-Deerlodge National Forest