

C. L. "BUTCH" OTTER
GOVERNOR

August 7, 2009

Suzanne Rainville
Forest Supervisor
Payette National Forest
800 West Lakeside Ave.
McCall, ID 83638-3602

RE: FS Agreement No. 07-MU-11041200-041

Dear Suzanne,

I am writing to inform you that Stephen Goodson of my office will act as the Authorized Representative for the bighorn sheep supplemental analysis that the Payette National Forest is conducting.

Director Cal Goren and Dale Toweill from the Idaho Department of Fish and Game also will attend meetings to provide technical support on this issue.

If you have any questions please contact Mr. Goodson at (208)334-2100.

As Always – Idaho, "Esto Perpetua"

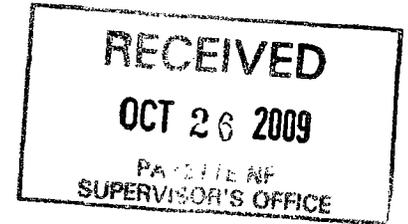
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CLO/sg

C.L. "Butch" Otter
Governor of Idaho



C. L. "BUTCH" OTTER
GOVERNOR



October 22, 2009

Suzanne Rainville
Forest Supervisor
Payette National Forest
800 West Lakeside Ave.
McCall, ID 83638-3602

RE: FS Agreement No. 07-MU-11041200-041

Dear Suzanne,

I am writing to request that Frances Cassirer with Idaho Department of Fish and Game and Glen Weiser with the University of Idaho's Caine Veterinary Teaching Center be allowed to review materials and data compiled by the Payette Forest Service ID Team for the bighorn sheep supplemental analysis.

Stephen Goodson of my office will continue to act as the Authorized Representative for the bighorn sheep supplemental analysis that the Payette National Forest is conducting.

Additionally, Idaho Department of Fish and Game Director Cal Groen and Dale Toweill of the agency also will attend meetings to provide technical support on this issue.

If you have any questions please contact Mr. Goodson at (208)334-2100.

As Always – Idaho, "Esto Perpetua"

A handwritten signature in black ink, appearing to read "C.L. Butch Otter".

C.L. "Butch" Otter
Governor of Idaho

CLO/sg



C. L. "BUTCH" OTTER
GOVERNOR

January 5, 2010

Suzanne Rainville
Forest Supervisor
Payette National Forest
800 West Lakeside Ave.
McCall, ID 83638-3602

RE: FS Agreement No. 07-MU-11041200-041

Dear Suzanne,

I am writing to request that former Bureau of Land Management Director Jim Caswell be allowed to review materials and data compiled by the Payette Forest Service ID Team for the bighorn sheep supplemental analysis.

Stephen Goodson of my office will continue to act as the Authorized Representative for the bighorn sheep supplemental analysis that the Payette National Forest is conducting.

Additionally, director Cal Goren and Dale Toweill from the Idaho Department of Fish and Game will also attend meetings to provide technical support on this issue.

If you have any questions please contact Mr. Goodson at (208)334-2100.

As Always – Idaho, "Esto Perpetua"

A handwritten signature in black ink, appearing to read "C.L. Butch Otter".

C.L. "Butch" Otter
Governor of Idaho

CLO/sg

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE
STATE OF IDAHO
AND
THE UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE, PAYETTE NATIONAL FOREST**

This **MEMORANDUM OF UNDERSTANDING** is hereby entered into by and between the USDA, Forest Service, Payette National Forest, hereinafter referred to as the Forest Service, and the State of Idaho, hereinafter referred to as the State.

A. PURPOSE:

The purpose of this Memorandum of Understanding is to provide a framework for cooperation to define the relationship and duties of the Forest Service and the State, as a Cooperating Agency, in the Payette National Forest Bighorn Sheep Viability Supplemental Environmental Assessment and Amendment to the 2003 Forest Land and Resource Management Plan (LRMP).

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is in the process of preparing a Bighorn Sheep Viability amendment to its 2003 LRMP. The Forest Service must assure that the Supplemental Environmental Impact Statement (SEIS) complies with the National Environmental Policy Act (NEPA) and other applicable statutes, regulations and Executive Orders. In addition, the Forest Service will produce the SEIS in accordance with established time frames and the terms of this agreement and in response to the March 2005 appeal instructions received from the Chief's Office.

The State of Idaho has requested, and the Forest Service has agreed to grant, cooperating agency status pursuant to 40 CFR 1501.6. The States of Oregon and Washington also requested cooperating status. Since management of the Payette National Forest affects resources within the States of Oregon and Washington, it was decided to also grant them cooperating status. The Payette National Forest contains lands that are of great interest to tribal governments. As such they have also been invited to work with the Forest Service in a like capacity. All parties will be invited to the table concurrently.

The authority of the Forest Service to participate in this agreement is provided by the National Environmental Policy Act, 42 USC 4321 et seq. The authority of the State to participate in this agreement is provided by 40 CFR 1501, 1506, and 1508.

In consideration of the above premises, the parties agree as follows:

C. FOREST SERVICE SHALL:

As Lead Agency:

1. Be responsible for preparation of, quality of, and content of the SEIS.
2. Provide the opportunity for the State to review and comment on several items, including:
 - Analysis of the bighorn sheep data and habitat information;
 - Range of alternatives to be considered in detail;
 - Economic analysis and section of the environmental document.
3. Provide the opportunity for the State to help develop adaptive management strategies that will be considered for the LRMP amendment.
4. Meet with the State, to include preliminary discussion of elements of the LRMP planned amendment.
5. Consider, to the maximum extent possible and incorporate, as appropriate, the information provided by the State into the appropriate SEIS and planning documents.
6. Make the final decision on the content of all SEIS and planning documents.

D. THE STATE SHALL:

1. Use the State special expertise, with respect to the SEIS and LRMP amendment in the area of bighorn sheep population management including:
 - a. State Fish and Game Department information on bighorn sheep population locations,
 - b. State management plans for bighorn sheep and the effects on lands adjacent to the State and Payette National Forest.
 - c. Development of adaptive management strategies to implement when bighorn sheep population locations are identified.
 - d. Development of adaptive management strategies for occupation of bighorn sheep habitat by the wildlife sheep species.
 - e. Development of separation strategies, distances and the effects between bighorn sheep and domestic sheep of such strategies.
2. Complete a review and analysis of the draft and final SEIS.
 - a. Review and provide comments within 15 days of receipt for the provided sections of the draft supplemental environmental impact statement.

- b. Review and comment within 15 days of receipt of analysis information and associated management direction considered in detail.
- c. During the public review periods for the draft SEIS, provide the Forest Service with any comments or recommendations on those documents that the State believes are useful.
- d. The State will provide, at any time, any other background information about the highhorn sheep viability analysis that the State believes will be useful to the SEIS team.
- e. Be available to discuss with the SEIS Team any documents or analysis provided by the State.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The Forest Service and the State agree to use their best efforts to meet the time frames established in this agreement, to work cooperatively, and to resolve differences as quickly as possible.
2. FREEDOM OF INFORMATION ACT (FOIA): Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 USC 552).
3. MODIFICATION: Modifications within the scope of this instrument 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.
4. PARTICIPATION IN SIMILAR ACTIVITIES: This instrument in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
5. RESPONSIBILITIES OF PARTIES: The Forest Service and the State and their respective agencies and offices 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.
6. 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.
7. NON-FUND OBLIGATING DOCUMENT: Nothing in this MOU shall obligate either the Forest Service or State to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Forest Service and State will require execution of separate agreements and be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide

such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

- 8. COMMENCEMENT/TERMINATION: This instrument is executed as of the date of last signature. If not terminated sooner, this agreement will end when the notice of availability for the final SEIS is published in the Federal Register or no more than five years from the date of execution. Any of the parties, in writing, may terminate this instrument in whole, or in part, at any time before the date of expiration.
- 9. PRINCIPAL CONTACTS: Each participating entity has designated a liaison to act as the point of contact for the Forest Plan Amendment process. An entity may change its point of contact at any time by providing written notice to the other party. The principal contacts for this instrument are:

Forest Service Liaison:

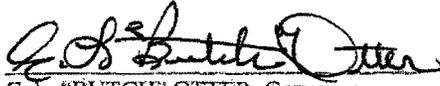
Pattie Soucek
Interdisciplinary Team Leader
800 West Lakeside Ave.
McCall, ID 83638-3602
208-634-0812
E-mail: psoucek@fs.fed.us

State Liaison:

David Hensley
Counsel to the Governor
PO Box 83720
Boise, ID 83720
208-334-2100
E-mail: dhensley@gov.idaho.gov

- 10. AUTHORIZED REPRESENTATIVES: By signature below, the State certifies that the individuals listed in this document, as representatives of the State, are authorized to act in their respective areas for matters related to this agreement.

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


C. L. "BUTCH" OTTER, Governor
State of Idaho

11-9-7
Date


SUZANNE C. RAINVILLE, Forest Supervisor
Payette National Forest

12-19-07
Date

THE AUTHORITY AND FORMAT OF THIS INSTRUMENT
HAVE BEEN REVIEWED AND APPROVED FOR SIGNATURE


ANNI MACKAY, AGREEMENTS COORDINATOR
10/25/07
DATE