MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF IDAHO
WOOD RIVER LAND TRUST
AND
THE NATURE CONSERVANCY
CONCERNING THE ROCK CREEK RANCH COLLABORATION

This Memorandum of Understanding (the “MOU”) is made by and between the Regents of the University of Idaho a public corporation, educational institution, and a body politic and corporate organized and existing under the Constitution and laws of the state of Idaho (the “UI”), the Wood River Land Trust, an Idaho non-profit corporation (the “Land Trust”) and The Nature Conservancy, a District of Columbia non-profit corporation (the “Conservancy”). UI, Land Trust and Conservancy are separately and jointly referred to as "Party" or "Parties," respectively.

I. RECITALS

WHEREAS, THE UNIVERSITY OF IDAHO, as the state’s land-grant research university, is committed to enhancing the scientific, economic, social, legal, and cultural assets of our state, and to developing solutions for complex problems facing society; delivers on this commitment through focused excellence in teaching, research, outreach, and engagement in a collaborative environment at its residential main campus, regional centers, extension offices, and research facilities throughout the state; and, through its outreach activities, serves the state while strengthening its teaching, scholarly and creative capacities;

WHEREAS, THE WOOD RIVER LAND TRUST is a 501(c)(3) tax-exempt nonprofit organization, with a mission to protect and restore land, water, and wildlife habitat in the Wood River Valley and its surrounding areas. The Land Trust works cooperatively with private landowners and local communities to ensure these areas are protected now and for future generations;

WHEREAS, THE NATURE CONSERVANCY is a 501(c)(3) tax-exempt nonprofit organization established to conserve the lands and waters on which all life depends;

WHEREAS, The Land Trust and Conservancy used their collective efforts to acquire from Rock Creek Ranch, LLC, and the Rinker Trust in a generous bargain sale the 10,394 acre Rock Creek Ranch (see map Exhibit A), and all appurtenances, including, but not limited to, water, water rights (described in Exhibit B), minerals and mineral rights in Blaine County, Idaho (the “Property” or the “Ranch”);

WHEREAS, the Land Trust owns the Property in fee simple, subject, among other things, to a note in favor of the Conservancy, secured by a real estate mortgage;

WHEREAS, the Land Trust and the Conservancy have entered into a side-agreement, which provides, among other things, that until the Land Trust sells the Property, it shall “... mutually agree in writing to
all agreements related to management and disposition of the Property, including, but not limited to, management cost-sharing arrangements, conservation easements, and agreements with IDFG, Natural Resources Conservation Service, other non-profit organizations, or conservation buyers;”

WHEREAS, through the vision and extraordinary generosity of the Rinker family, the Land Trust and the Conservancy can ensure that Rock Creek Ranch will be protected in perpetuity, providing multiple benefits for the public and for the abundant fish and wildlife on the Property;

WHEREAS, THE NATURAL RESOURCE CONSERVATION SERVICE (the “NRCS”) acquired two Grassland Reserve Program conservation easements (“GRP Easements”) on the majority of the ranch from the Rinker family, the purpose of which is to protect the grazing uses and related conservation values on the Property by conserving, restoring and enhancing grassland, shrubland, forbs, wildlife habitat and biodiversity;

WHEREAS, the GRP Easements perpetually restrict certain uses of the property and require a grazing management plan be developed by the NRCS, Land Trust, Conservancy and the grazing lessee using the Property;

WHEREAS, the Ranch historically has been used for livestock grazing and haying operations and currently remains substantially undeveloped and dominated by native flora and fauna;

WHEREAS, the Ranch has significant upland and big game habitat, established wildlife migration corridors and numerous wildlife species, including sage grouse;

WHEREAS, the Ranch has approximately 89 miles of streams and corresponding riparian corridors, providing valuable fish and wildlife habitats associated with these aquatic resource areas;

WHEREAS, for many years the public has been allowed controlled access to the private areas of the Ranch through the IDFG’s Access Yes program;

WHEREAS, the Parties believe the Rock Creek Ranch, in combination with its associated water rights and public lands grazing leases (described in Exhibit B) managed by the Ranch can provide the citizens of Blaine County and Idaho numerous benefits, including fish and wildlife habitat conservation, research and education into management of healthy rangelands, continuation of a working ranch and public recreational use (the “Project”);

WHEREAS, the Parties have agreed to pursue a common vision for the Property over the next three to five years (“pilot period”) with the intent that during this pilot period a framework can be established that addresses the long-term needs of the Property and the Parties, and that resolves the future ownership of the Property;

WHEREAS, if the pilot period proves successful, the Parties’ are committed to continue collaborating through the renewal of the MOU or another agreement that similarly provides a framework for ongoing collaboration, regardless of the eventual ownership of the Property; and
WHEREAS, the Parties understand that if they fail to achieve a sustainable framework during the pilot period, they may terminate this MOU as provided below;

NOW, THEREFORE, for and in consideration of the mutual promises contained in this MOU, the Parties agree as follows:

II. PURPOSES

This MOU describes the cooperative principles and procedures that the UI, Land Trust and Conservancy will use to manage and enhance the Ranch to achieve their broad goal: Establish a sustainable rangeland research and education facility in the heart of Idaho where ranching, recreation, and conservation intersect. The facility would be home to a collaboration for important and up-to-date research on 21st century ranching and conservation practices. While providing for public access and recreation, the facility also will serve as a podium for education on conserving fish and wildlife habitat and enhancing livestock production on Idaho rangelands.

III. AREAS OF COLLABORATION - UI, Land Trust and Conservancy

The Parties are fully committed to collaborating in good faith to achieve the following outcomes:

1) Advisory Committee. A group of existing and potential members will be invited to participate on an Advisory Committee, which will advise and assist as appropriate the Parties in the development and implementation of management plans for the Ranch. Each member will bring expertise and/or resources in one or more of the key Project elements, such as research, management and/or education applications to rangeland and riparian habitats, fish and wildlife, water, grazing and livestock, public lands, public access, recreation, rural economics, weed control, fire and monitoring.

The Advisory Committee will function under a charter ("Charter") developed promptly after signing of this MOU, so that input from the Advisory Committee will be timely in development of the first management plan. The Advisory Committee will be led by the Parties and will include six or more partners. The Charter will stipulate, among other things, how the Advisory Committee will operate, its role, how often and when it will meet, expected participation, and appointment of successor members.

2) Management Plans. The Parties will develop both near term (1-Year) and longer term (3-5 Year) plans for the management of the Ranch (the “Plans”). The Plans will address, at a minimum, the topics outlined below and shall comply with the GRP Easements. The Plans will be developed by consensus of the Parties with input from the Advisory Committee. The Plans will identify Outcomes, Timelines, Budgets and Leadership for each topic covered. All funding commitments and all other financial commitments to provide materials or perform services must be expressly set forth in writing in the budget and the committing Party’s agreement to any such commitment must be evidenced by the Party’s signature to the written budget. See Section IX below. Financial commitments by UI may require approval of the Board of Regents of the University of Idaho or by its executive director.
a) Livestock Operations and Infrastructure. Consistent with the Purposes of this MOU, other elements of the Plans and the NRCS GRP easements, a livestock operations section of the Plans, including necessary infrastructure needs, will be developed in collaboration with the NRCS range staff. The livestock operations section of the Plans will address both the fee lands of the Ranch and the public land leases held by the Ranch, as well as, native range, seeded pastures and irrigated pastures.

b) Fish and Wildlife Habitat. The Plans will address maintenance, enhancement and restoration of fish and wildlife habitat, including, at a minimum, action to address water quantity and quality, weeds and fire.

c) Research and Education Programs. Topics of interest include:
   i) Wet meadow habitat - current condition and needed improvements
   ii) Grazing impacts of livestock on wildlife - especially impacts on sage-grouse.
   iii) Riparian condition and improvements
   iv) Management of invasive plants
   v) Conservator of fish and amphibians
   vi) Social and economic impacts of ranching and healthy rangelands on local communities

d) Outreach. A priority for the Parties is to share the knowledge and experiences gained through the research done on the Ranch with diverse audiences, including land managers, educators, researchers, policy makers, community leaders and students. The Parties will develop a suite of outreach strategies including, but not limited to, publications, workshops, field tours, technical exchanges, and presentations.

e) Access for Public Recreation. The Parties acknowledge the importance to local communities of providing a wide range of recreational opportunities on the Ranch including, but not limited to, bird watching, dog walking, hiking, mountain biking, hang gliding, motorized uses and hunting. The Plans will include a balanced approach to recreational uses, consistent with the GRP Easements, reducing wildlife disturbance during crucial life history periods, reducing habitat damage, and minimizing conflicts with other uses of the Ranch. The Plans will address, at a minimum, kinds of use, use periods, access signage, access routes (including roads and trails), access management structures, level of integration with surrounding public land recreation and communications to recreational users.

f) Monitoring. Essential to accomplishing the goals of this MOU is establishment of a sustainable monitoring program that supports all aspects of the Plans’ outcomes. This includes collecting baseline data and ongoing monitoring associated with management and research activities. The Parties will develop a repository for all monitoring information that is available to the Parties and, as appropriate, to the Advisory Committee and other audiences.

3) **Income Produced On The Property And Project Accounting.** The Parties intend that:
   a) Any lease, rental or similar income generated by activities on the Property will be used for the benefit and management of the Property consistent with outcomes described in the Plans.
   b) All payments and expenses for specific income generating activities will be described in separate grazing or other agreements.
c) Each Party will maintain its own accounting for activities it specifically undertakes as part of the Project, while committing to share financial information, as appropriate, to support joint grant requests/awards, developing Project budgets as part of Plans and for similar purposes.

4) **Marketing and Communications.** The Parties agree to:
   a) Coordinate all public communications about the Ranch and the Project
   b) Coordinate communications with Advisory Committee, key Agencies, Elected Officials and funders
   c) **Provide a single point of contact within each Party for marketing and communications**
   d) Develop a communications plan providing for consistent and timely communications without requiring joint approvals each time that actions consistent with the communications plan are taken
   e) Include logos and acknowledgement of all the Parties in signs, brochures and public communications about the Ranch, the Project or implementation of the Plans, unless otherwise mutually agreed by the Parties.

5) **Fundraising.** The Parties recognize that without adequate funds they will be unable to achieve the purposes of this MOU. The Parties are fully committed to collaborate to:
   a) Secure private and public funds to support goals of the Project
   b) Collaborate in developing a fundraising plan to meet the Plans budget, including a “case statement” for the Project
   c) Collaborate in hosting events at the Ranch to raise funds for the Project
   d) Coordinate on donor development and funding requests to reduce redundancy and potential conflict with donors who support the UI, Land Trust or Conservancy outside of the Project
   e) Manage funds consistent with the Plans
   f) Honor donor intent in use of the funds. Should this MOU be terminated, the receiving party will hold and continue to use the funds for the purpose for which they were donated, unless such purpose no longer exists, in which case the funds will be used consistent with the donor agreement and the receiving party’s policies.

6) **Annual Review.** The Parties will conduct an annual review at the end of each calendar year to evaluate progress towards implementing the Plans and this MOU. A brief annual report summarizing accomplishments from the prior year will be developed by January 31st of the subsequent year. The report will help with communications to partners, stakeholders and donors.

**IV. RESPONSIBILITIES OF LAND TRUST AND CONSERVANCY**

As co-owners of the Property, as holders of the public land grazing leases and as Parties to this MOU the Land Trust and Conservancy will:

1) **Taxes, Fees and Assessment.**
   a) Pay all taxes, levies, assessments, grazing permit fees and other similar expenses associated with owning the Property.
   b) Take all necessary actions to protect and preserve the water rights and public lands grazing permits for their intended uses under the Plans and protect them from loss by forfeiture or
abandonment due to non-use.

2) **Option to Buy.** If requested by UI, The Land Trust and the Conservancy will grant the UI an option to buy the Property under terms and conditions set forth in a separate agreement mutually agreed to by the Parties.

3) **Access and Use.** Subject to the terms of this MOU, the UI is granted free of charge access to and use of the Property for any and all activities related to the Project and implementation of the Plans, however, consent will be obtained from the Land Trust and Conservancy before using the Property for purposes not related to the Project and implementation of the Plans.

4) **Staff and Volunteers.** In addition to commitments made in Section III, the Land Trust and Conservancy will:
   a) Each provide a primary lead for the implementation of this MOU
   b) Provide in-kind technical support
   c) Organize volunteers as may be appropriate in implementing the Plans
   d) Facilitate Advisory Committee meetings
   e) Coordinate patrols of the Property to help manage recreational users

**V. RESPONSIBILITIES OF UNIVERSITY OF IDAHO**

As a Party to and consistent with other terms of this MOU the UI will make reasonable efforts, subject to available funding, to accomplish the following:

1) **Research.** Support faculty and students from multiple disciplines and departments at the UI who have interest in developing, implementing and publishing research projects associated with the Ranch that are consistent with the purposes of this MOU.

2) **Education.** Support development of learning opportunities at the Ranch that further UI students’ education in agriculture and natural resource management.

3) **Outreach.** Encourage faculty and students to communicate their work associated with the Ranch to diverse audiences using a variety of outreach strategies, including publications, workshops, presentations and field tours.

4) **Staff and Students.**
   a) Provide a primary lead for the implementation of this MOU
   b) Provide in-kind technical support
   c) Assist with the general management activities at the Ranch, including installation and repair of infrastructure, weed control, and fire management,
   d) Assist with coordination of patrols of the Property to help manage recreational users

**VI. EFFECTIVE DATE AND AMENDMENTS**

This MOU shall take effect upon signing by all Parties and shall remain in effect for a period of five years from that date unless earlier terminated. None of the Parties may assign or transfer all or any
portion of this MOU without the prior written consent of the other Parties.

The MOU may be renewed at the end of the five-year period by mutual written agreement of the Parties.

The provisions of this MOU may only be amended or waived by mutual written agreement of the Parties.

Any Party may terminate this MOU at any time and for any reason by giving ninety days prior written notice to the other Parties.

Upon termination, any improvements made to Ranch during the term of this MOU, such as fences, irrigation works, livestock water developments, habitat enhancements, permanent structures, road or trail improvements and similar improvements will remain with and become part of the Property.

VII. NO PARTNERSHIP, JOINT VENTURE OR AGENCY

No partnership, joint venture or agency is established by this MOU. No Party is authorized or empowered to act as an agent, employee or representative of another Party, nor transact business or incur obligations in the name of another Party or for the account of another Party. No Party shall be bound by any acts, representations, or conduct of another Party.

VIII. USE OF INTELLECTUAL PROPERTY

The Parties agree that any intellectual property, which is jointly authored or invented through activities covered under this MOU, may be used by any Party for non-profit, non-commercial purposes without obtaining consent from the other Parties and without any obligation to account to the other Parties. All other intellectual property used in the implementation of the MOU will remain the property of the Party that provided it.

IX. FINANCIAL COMMITMENTS

The Parties acknowledge and agree that this MOU does not create any financial or funding commitments on any of the Parties beyond those agreed to above or upon joint execution of a subsequent agreement that specifically delineates the terms and nature of such obligations and that references this MOU. Such subsequent agreements will be subject to funding being specifically available for the purposes outlined therein.

X. USE OF ORGANIZATION LOGO AND NAME

Except as provided in III.4.e, above, the Parties may not use the others’ name and/or logo in any way without prior written consent from the other Parties.

XI. CONFIDENTIALITY

1) During the course of the MOU, the Parties may have access to materials, data, strategies, other
information relating to the other Parties and their programs, or systems, which are intended for internal use only. Any such information, that is designated as CONFIDENTIAL shall not be used, published, or divulged by the other Parties to any person, firm, or corporation or in any advertising or promotion, in any manner or connection whatsoever without first having obtained the written permission of the other Parties, provided however, the Parties acknowledge that UI is subject to the public records laws of the state of Idaho and the requirements of such laws supersede this section.

2) Confidential Information. “Confidential information” (“CI”) shall mean any information: that belongs to and is disclosed by one PARTY (“DISCLOSER”) to another PARTY (“RECIPIENT”); that the PARTY disclosing the information, is of a scientific, technical, or specialized nature, has value to the DISCLOSER; that is not in the public domain; and that has generally been considered and treated by the DISCLOSER as confidential prior to the time of disclosure. CI includes, but is not limited to, technical data, financial data, plans, programs, plants, processes, products, costs, equipment, operations, customers and other information or experience pertaining to the previously mentioned subject matter.

a) CI shall not include information that: (a) is shown to have been known or is subsequently developed by RECIPIENT independent of any disclosure by DISCLOSER; or (b) is or becomes available to the public through no breach of this MOU; or (c) is lawfully obtained from a third party without restriction and without breach of this or any other agreement; or (d) is required by court order, law, or other governmental regulation or authority to be disclosed, provided DISCLOSER receives reasonable notice to allow it to request a protective order and RECIPIENT reasonably cooperates with DISCLOSER’s efforts to receive a protective order (this section shall not be construed to require RECIPIENT to pursue any claim, defense, cause of action, or legal process or proceeding on behalf of DISCLOSER); or (e) is ascertained by any Party to create a risk to trial subject or to public health and safety.

b) To be protected under this MOU, CI disclosed in written or other tangible form must be labeled “Confidential”. Oral or visual disclosures for which protection is sought must be identified at the time of disclosure as being disclosed in confidence, and a written instrument confirming that the information disclosed orally and/or visually should be held in confidence must be delivered to RECIPIENT within five (5) working days of such oral and/or visual disclosure. E-mail is one form of “written instrument” for the purpose stated in this section.

XII. LIABILITY

While the Land Trust is fee owner of the Property it will bear full risk of any loss or damage to persons or property pertaining to the Property. The Land Trust agrees to indemnify and hold the UI and Conservancy harmless for any and all manner of actions, claims, demands, suits and damages, actual or threatened resulting from acts or omissions of the Land Trust.

The Conservancy will bear full risk of any loss or damage to persons or property relating to its access to and use of the Property. The Conservancy agrees to indemnify and hold the Land Trust harmless for any and all manner of actions, claims, demands, suits and damages, actual or threatened, in connection with Conservancy activities or use of the Property by the Conservancy, their employees, contractors, guests, invitees, licensees or agents.
The UI will bear full risk of any loss or damage to persons or property relating to its access to and use of the Property. Subject to the limits of liability specified in Idaho Code 6-901 through 6-929, known as the Idaho Tort Claims Act, University shall indemnify and hold the Land Trust, its agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred and that arise as a direct result of and which are caused by the University’s possession, operations, or performance under this indemnification agreement. The University's liability coverage is provided through a self-funded liability program administered by the Idaho Bureau of Risk Management. Limits of liability, and this indemnification, are $500,000 Combined Single Limits, which amount is the University's limit of liability under the Idaho Tort Claims Act and this Agreement.

XIII. NOTICES

Any notice required by this MOU will be in writing and hand delivered, sent by overnight courier, such as FedEx, or by certified mail, return receipt requested to the Parties at the addresses contained in the MOU or changed by notice to the other Parties.

University of Idaho
John Foltz
Special Assistant to the President for Agricultural Initiatives
President’s Office | The University of Idaho
875 Perimeter Drive MS 2203 Moscow, ID 83844-2203

Wood River Land Trust
Scott Boettger, Executive Director
119 East Bullion Street
Hailey, Idaho 83333

The Nature Conservancy
Toni Hardesty, State Director
Idaho Field Office
116 North 1st, Hailey, ID 83333

XV. MEDIATION OF DISPUTES

Except for any claim for which a Party deems a temporary restraining order necessary, all claims, disputes, or alleged breaches of this MOU shall first be subject to mediation, prior to any Party filing an action in a court of law. Any Party shall have the right to begin the process by giving the other Parties a written notice requesting mediation and describing the issues involved. The Parties agree to appoint and equally share the cost of a mutually acceptable mediator within sixty (60) days after notice. The mediation shall occur within thirty (30) days after the selection of the mediator, unless the Parties agree otherwise. Nothing in this paragraph will prevent any Party’s right to a trial or trial by jury in a court of law. In the event of mediation, each Party shall bear that Party’s own attorney fees. In the event of litigation to enforce this MOU, the prevailing Party shall be awarded its attorney fees and costs.

XVI. MISCELLANEOUS
This MOU incorporates any attached exhibits into the terms and conditions of the MOU. It is the intention of the Parties that if any part of this MOU is invalid, for any reason, that invalidity will not void the rest of the MOU. This Agreement is intended to benefit only the Parties hereto and no other individual or entity; any benefit derived from this agreement by any non-Party individual or entity is incidental hereto and does not give rise to any rights under this Agreement. Idaho law governs this MOU. Ambiguities, if any, will not be construed against any Party as a result of preparation of this MOU. The individuals whose signatures appear below represent and warrant that the respective entity each represents and is authorized to enter into, execute and deliver this MOU on behalf of the entity each represents and that this MOU is binding upon that entity in accordance with its terms and conditions. Paragraph headings shall not be used in the interpretation or construction of this MOU. This MOU may be signed in more than one counterpart that when compiled shall be considered one original.

IN WITNESS WHEREOF, the Parties have signed this Memorandum of Understanding below.

University of Idaho

[Signature]
Chuck Staben
President

[Signature]
6/28/2016
Date

Wood River Land Trust

[Signature]
Scott Boettger
Executive Director

[Signature]
6/28/2016
Date

The Nature Conservancy

[Signature]
Toni Hardesty
State Director

[Signature]
6/28/2016
Date
EXHIBIT B

WATER RIGHTS & GRAZING PERMITS/LEASES

Water Right No.
37-1151D,
37-1152,
37-22398,
37-22464,
37-627,
37-1151B,
37-22501,
37-1212,
37-22502,
37-22264,
37-1150,
37-22465,
37-4192,
37-11311,
37-11303,
37-11305,
37-11306,
37-11308,
37-11309,
37-11310,
37-11312,
37-12157
Totaling 30.98 cfs

Grazing Permits for the following US Department of Interior Grazing allotments:

ID 80214 Kent Canyon
ID 80215 Poison Creek
ID 80239 Scattered Tracts
ID 80237 Little Rock Creek

Idaho Department of Lands Grazing lease:

No. G700036