MEMORANDUM OF UNDERSTANDING
BETWEEN
UNIVERSITY OF IDAHO
AND
THE RINKER ROCK CREEK RANCH ADVISORY BOARD

CONCERNING COLLABORATION AT THE RINKER ROCK CREEK RANCH

This Memorandum of Understanding **("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 **("UI")** and the Rinker Rock Creek Ranch Advisory Board **("Advisory Board")**, as represented by individuals appointed by and representing the Wood River Land Trust, an Idaho non-profit corporation; The Nature Conservancy, a District of Columbia non-profit corporation; The Idaho Cattle Association, an Idaho non-profit corporation; the Idaho Rangeland Resources Commission, an agency of the State of Idaho; the Idaho Department of Fish and Game, an agency of the State of Idaho; and the Idaho Soil & Water Conservation Commission, an agency of the State of Idaho (collectively **"Advisory Board Representatives").** UI and Advisory Board Representatives 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 RINKER ROCK CREEK RANCH ADVISORY BOARD, as represented by the Advisory Board Representatives, is comprised of dedicated rangeland stakeholders including federal and state agencies, cattle producers, conservation NGOs, recreationists, and the local community. The Advisory Board is dedicated to using its expertise, knowledge, network and resources, as appropriate, to advise and assist the UI in the development and implementation of a strategic plan to guide research, education, outreach, recreational use and related management activities at the Rinker Rock Creek Ranch;

WHEREAS, the Rinker Rock Creek Ranch includes nearly 10,400 acres of privately-owned land and holds grazing permits on an additional 11,000 acres of adjacent publicly-owned land in the Wood River Valley in southeast Idaho as shown on the map in Exhibit A ("**Ranch**" or "**Property**");

WHEREAS, in March 2019, the UI assumed possession and full management responsibilities of the Ranch through a long-term Lease-Option agreement from the Wood River Land Trust ("**WRLT**") and

The Nature Conservancy ("**TNC**"), who had acquired the Ranch from the Rinker family at a below-market sales price in May 2014;

WHEREAS, through the vision and extraordinary generosity of the Rinker family and other private donors, the WRLT and TNC granted the long-term Lease-Option on the Ranch at significant savings to UI and in exchange the UI has agreed to manage the Ranch consistent with those donors understanding and intent in making their gifts that the conservation values, defined below, of the Ranch would be protected and the Ranch would be managed consistent with the Vision described below;

WHEREAS, the Ranch is subject to two Grassland Reserve Program conservation easements **("GRP Easements")** in favor of the Natural Resources Conservation Service ("**NRCS**"), in which the term "Conservation Values" refers to "the grassland, forb, shrubland, wildlife habitat, and other natural characteristics of the Property" as described in a Baseline Report. Included in the Conservation Values of the Property are a) significant upland and big game habitat, and established wildlife migration corridors, providing support for numerous wildlife species, including sage-grouse, b) approximately 89 miles of streams and corresponding riparian corridors, providing valuable fish and wildlife habitats associated with these aquatic resources and c) open space. The purpose of the GRP Easements is to protect the grazing uses and related Conservation Values of the property by conserving, restoring, and enhancing grassland, shrubland, forbs, wildlife habitat and biodiversity;

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 supports numerous wildlife species, including sage-grouse.

WHEREAS, UI, TNC and WRLT in 2016 signed a Memorandum of Understanding (2016 MOU) outlining their collaboration. The collaboration was created to establish a state-of-the-art program of research, education and outreach to showcase ways to manage livestock production to enhance the Conservation Values as described below;

WHEREAS, for many years the public has been allowed controlled access to the private areas of the Ranch through the Idaho Department of Fish and Game's Access Yes program;

WHEREAS, the Parties believe the Rinker Rock Creek Ranch, in combination with its associated water rights and public lands grazing leases provides the citizens of Blaine County and Idaho numerous benefits, including fish and wildlife habitat conservation; research, outreach and education that enhances rangeland management; continuation of a working ranch; and public recreational use;

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

II. VISION

The Parties agree to collaborate in good faith at the Rinker Rock Creek Ranch to protect the Conservation Values and establish a program of research, education and outreach focused on sustainable rangeland management in the heart of Idaho where ranching, conservation, and recreation intersect. The facility will host innovative, interdisciplinary and collaborative research and management activities addressing important and pressing challenges impacting ranching and conservation on western rangelands. The Ranch will provide opportunities for public access and recreation and will serve as a podium for education on Idaho rangelands.

III. COLLABORATION ON STRATEGIC PRIORITIES

Fully realizing the Vision for the Rinker Rock Creek Ranch will require engaging a wide diversity of stakeholders with unique knowledge, perspectives experiences, and resources. The Parties believe that only through a multi-stakeholder collaborative approach will the knowledge and resources be assembled to achieve the Vision. For the purpose of this MOU, Parties agree that multi-stakeholder collaboration is defined as working together with other people or organizations to achieve a common goal. The Parties agree that working together means:

- As the exclusive long-term lessee of the Ranch the UI has the authority to make final decisions relating to the Ranch, subject to any other legal requirements;
- UI will delegate as appropriate specific, conditioned decision-making authority to the Advisory Board and Working Group members;
- UI will actively and transparently engage the Advisory Board and Working Group members by seeking their expertise, knowledge, networks and resources to advise and assist with achieving the Vision;
- Engagement includes UI seeking advice and assistance in developing, implementing and evaluating a program of work as captured in a Strategic Plan; and
- In seeking recommendations from the Advisory Board, the UI will strive for consensus as a way to get perspectives from all Advisory Board members and to foster an active exchange of ideas.

The framework for collaboration between the UI and the Advisory Board, including Working Group structure and function, is outlined below and in the attached Advisory Board Charter.

The eight equally important priority topics that will be the primary focus of collaboration between the UI and Advisory Board are summarized below **("Collaborative Priorities")**.

1) Planning. Develop a five-year strategic plan for the Ranch, using as a reference the project plan developed under the 2016 MOU. The strategic plan will address the collaborative priorities 2-8, below, shall comply with the GRP Easements and address both fee lands and public land leases held by the Ranch, including native range, seeded pastures and irrigated pastures ("**Strategic Plan**").

2) Livestock Operations and Infrastructure. Use livestock operations, including infrastructure development and maintenance, to achieve the Vision, consistent with the Strategic Plan and GRP Easements and which may include livestock grazing and ranch operations currently based out of the Nancy M Cummings Research, Extension, & Education Center.

3) Fish and Wildlife Habitat Conservation. Identify, plan for, maintain, enhance and restore the Conservation Values of the Ranch, including conducting research, education and outreach to restore water quantity and quality, threatened and endangered species, species of special concern, invasive species and fire. Regularly conduct monitoring of sage-grouse abundance to understand its population trends, and use the monitoring data to assess and address, as practical, likely causes in the event of a population resurgence or decline.

4) Research and Monitoring. Identify, prioritize and conduct university and non-affiliated research and monitoring that helps deliver practical solutions to managing for healthy rangelands that provide a suite of ecologic, economic and social benefits. Important topics for research include, but are not limited to, water quality, fish and wildlife habitat, interactions between wildlife and livestock, livestock production techniques that maintain/enhance healthy rangelands, values of the open space provided by working ranches, economic and social values associated with rangelands and other topics that support the Vision. Research and monitoring information will be made available, as reasonably practical to the Advisory Board in a timely and accessible fashion.

5) Education, Extension and Outreach Programs. Plan for and disseminate 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.

6) Access Management for Public Recreation. Provide a wide range of managed recreational opportunities on the Ranch including, but not limited to, bird watching, dog walking, hiking, mountain biking, hang gliding, hunting, and certain motorized uses on designated roadways, subject to review and policies of the UI Office of Risk Management, consistent with the GRP Easements and balanced with other Ranch uses, including reducing wildlife disturbance during crucial life history periods, avoiding significant habitat damage, and minimizing conflicts with grazing, research and outreach.

7) Marketing and Communications. Communicate to the public, elected officials, agency leadership, donors and other stakeholders regarding research findings and activities taking place at the Ranch and to enhance the impact and relevancy of the Ranch.

8) Fundraising. Identify and solicit private and public funds to support Ranch priorities towards achieving the Vision.

IV. ADVISORY BOARD OPERATIONS

1) Rinker Rock Creek Ranch Advisory Board. Is comprised of a group of dedicated rangeland stakeholders including public agencies, livestock industry, conservation NGOs, recreationists and the local community. Advisory Board members shall include both the Advisory Board Representatives described in Paragraph IV.3, below and other members described in the Advisory Board Charter as described in Paragraph IV.2, below.

2) Advisory Board Charter. The Advisory Board will function under a charter attached as Exhibit B, which among other things outlines Advisory Board membership and terms, Advisory Board Chairperson, roles and responsibilities, protocols and decision-making process **(the "Charter")**. As a condition of membership all Advisory Board Members will agree in writing to adhere to the Advisory Board Charter and the terms of this MOU as they would apply to an Advisory Board Representative.

3) Advisory Board Representatives. A subset of members of the Advisory Board who are the signatory representatives of the Advisory Board in executing this MOU. The Advisory Board Representatives constitute the Advisory Board Steering Committee as outlined in the Charter at the time of signing this MOU. The Advisory Board Chairperson will notify UI in writing of changes to the Advisory Board Representatives, including name, affiliation, address and phone number of new representatives and which former Advisory Board Representative they are replacing.

4) Working Groups. Convened by mutual agreement of the UI and Advisory Board Chairperson to address topics of importance to accomplish the Vision and Collaborative Priorities.

V. RESPONSIBILITIES OF ADVISORY BOARD REPRESENTATIVES

1) Advisory Board Contribution. The Advisory Board is committed to using its expertise, knowledge, network and resources, as appropriate, to advise and assist the UI in furthering the Vision by contributing to the advancement on each of the Collaborative Priorities.

2) Advisory Board Meetings. The Advisory Board will meet with the UI at a minimum twice per calendar year and additionally as needed, to further the Vision and the Collaborative Priorities.

3) Biennial Review. The Advisory Board will work with UI to jointly conduct a biennial review to evaluate progress towards implementing the Strategic Plan. The review will help the UI in prioritizing future activities and with the periodic updating/revision of the Strategic Plan.

4) Advisory Board Expenses. In general, Advisory Board members will cover their own costs for participating on the Advisory Board.

VI. RESPONSIBILITIES OF UNIVERSITY OF IDAHO

1) Project Management. UI will provide oversight of all elements of the program of work at the Rinker Rock Creek Ranch, including:
   a) Establish a responsible party that is accountable for UI's engagement with the Advisory Board

and the Working Groups as described in the Charter.

b) Establish clear accountability for leading and implementing each of the Collaborative Priorities
c) Oversee all activities to implement the Collaborative Priorities, including acting as the gate-keeper for all research, extension and outreach to be conducted on the Ranch, and providing a mechanism for vetting research proposals to ensure proper research processes are followed and to ensure consistency with the purposes of this MOU.
d) Coordinate across departments, colleges and administration at UI
e) Oversee and manage the day to day operations of the Ranch, including installation and repair of infrastructure, weed control, fire management, public use, grazing and other operations as needed.

2) 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.

3) Education. Support development of learning opportunities at the Ranch that further student's education in agriculture and natural resource management.

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

5) Annual Report. The UI, in coordination with Advisory Board, will provide a report at the end of each calendar year summarizing activities and outcomes accomplished on the Ranch; addressing each of the Collaborative Priorities. The report will help with communications to the Advisory Board, other stakeholders, donors and the public.

6) Notification of Changed Conditions.
   a) The UI agrees to promptly inform the Advisory Board in writing of any anticipated or discovered material changes in the condition of or status of title to the Ranch that, in the judgment of the University could or do measurably impact the Vision or ability to meet any terms of this MOU.
   b) The UI agrees to notify the Advisory Board 90 days before, or as soon as practical, of any change that will jeopardize UI's ability to own or manage the Ranch or meet its obligations under this MOU.

VII. EFFECTIVE DATE AND AMENDMENTS

This MOU shall take effect upon signing by all Parties and shall remain in effect for a period of twenty-five (25) years from that date unless earlier terminated. Unless earlier terminated the MOU will automatically renew at the end of every 25-year period for an additional 25-year term. Except as provided below, none of the Parties may assign or transfer all or any portion of this MOU without the prior written consent of the other Parties. Any of the Advisory Board Representatives, in writing, may terminate their participation in this MOU at any time before the date of expiration.

The MOU will be reviewed at a minimum of every five years and revised, as necessary, 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.

This MOU may be terminated at any time by mutual written agreement of the Parties, in addition, this MOU may be terminated by UI in conjunction with disposition or transfer of the Property by UI.

VIII. 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.

IX. 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.

X. 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 in separate agreements that specifically delineates the terms and nature of such obligations and that references this MOU. Such agreements will be subject to funding being specifically available for the purposes outlined therein. It is understood and agreed that some Parties to this agreement are agencies of the State of Idaho and that this MOU shall in no way or manner be construed so as to bind or obligate any agency of the State of Idaho beyond the term of any particular appropriation of funds by the State Legislature or the federal government as may exist from time to time. These Parties have the right to terminate their participation in this MOU if, in their sole judgment, the federal government or the State of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required to continue participation. Financial commitments by UI may require approval of the Board of Regents of the University of Idaho or by its executive director.

XI. USE OF ORGANIZATION LOGO AND NAME

The Parties may not use the others' name and/or logo in any way without prior written consent from the other Parties.

XII. 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 and other governmental agency Parties are 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.

XIII. LIABILITY

UI and other Parties to this MOU are governmental entities of the State of Idaho. The governmental entities of the state are subject to statutory and constitutional restrictions concerning the acceptance of liability. Liabilities of governmental entities of the state (including persons who are acting as volunteers of the entity) are further governed by the Idaho Tort Claims Act.

The Advisory Board Members have each been appointed by a recognized interest group associated with the cattle industry, conservation and recreational land use interests, to represent these interests on the Advisory Board. Each of the Advisory Board Members participate in the Advisory Board as UI volunteers for the purpose of assisting UI in advancing the governmental purpose inherent in its ownership and utilization of the Ranch in the manner set forth in the Vision.

In keeping with the foregoing, the Parties agree as follows:

a) Subject to the above-referenced statutory and/or constitutional restrictions, UI acknowledges its responsibility for claims arising out of its leasehold interest in and possession of the Ranch and its use and management of the property, as well as its responsibility for claims arising out of the negligent or wrongful acts or omissions of its officers, employees or agents when acting in the course and scope of their employment. Included in this responsibility are claims that may be made against one or more of the Advisory Board Members, to the extent any such claim arises out of UI's leasehold interest in and possession of the Ranch or the negligent or wrongful acts or omissions of UI officers, employees or agents when acting in the course and scope of their employment. All such claims being subject to, and limited by, applicable law, including the Idaho Tort Claims Act.
b) Claims arising from wrongful acts or omissions of individual Advisory Board Members, when acting within the course and scope of their volunteer duties as Advisory Board Members are subject to, and limited by, applicable law including the Idaho Tort Claims Act, under which the state of Idaho defends claims and is responsible for any judgment.
c) Claims arising from wrongful acts or omissions of an Advisory Board Member (including their individual representatives), to the extent such act or omission is outside the course and scope of the duties of the Advisory Board member, are the responsibility of the specific member, and each Advisory Board Member, acknowledges their responsibility for such claims. Included in this responsibility are claims against the UI or other Advisory Board members (including their individual representatives) to the extent any such claim arises out of wrongful acts or omissions outside of the role of an Advisory Board Member.

XIV. 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.

XV. DISPUTE RESOLUTION

The Parties will attempt in good faith to resolve any dispute or claim arising out of or in relation to this MOU through negotiations between an appropriate representative of each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice on the other of the dispute, then the undisputed provisions of this MOU shall remain in effect. If the Parties reach a resolution then they will work in good faith, subject to other terms of the Agreement, to adhere to the resolution.

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 the entity is committed to achieving the Vision following the collaborative framework outlined in this MOU. 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

Chuck Staben
President

Date 3/5/19

Advisory Board Representatives

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

Date 3/14/19

Lou Lunte
Acting State Director, The Nature Conservancy
116 1st Ave North
Hailey, ID 83333

Date

Marty Gill
President, Idaho Cattle Association
2120 W Airport Way
Boise, ID 83705

Date

Gretchen Hyde
Director, ID Rangeland Resources Commission
210 W Main St
Emmett, ID 83617

Date

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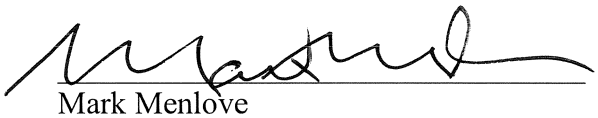

3/5/19

Mark Menlove
State Director, The Nature Conservancy
116 1st Ave North
Hailey, ID 83333

Date

_____ _____

Marty Gill
President, Idaho Cattle Association
2120 W Airport Way
Boise, ID 83705

Date

_____ _____

Gretchen Hyde
Director, ID Rangeland Resources Commission
210 W Main St
Emmett, ID 83617

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Hailey, ID 83333

Date

_____ _____

Lou Lunte
Acting State Director, The Nature Conservancy
116 1st Ave North
Hailey, ID 83333

Date

Marty Gill March 14, 2019

Marty Gill
President, Idaho Cattle Association
2120 W Airport Way
Boise, ID 83705

Date

_____ _____

Gretchen Hyde
Director, ID Rangeland Resources Commission
210 W Main St
Emmett, ID 83617

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President

Date

Advisory Board Representatives

_____ _____

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Executive Director, Wood River Land Trust
119 East Bullion Street
Hailey, ID 83333

Date

_____ _____

Lou Lunte
Acting State Director, The Nature Conservancy
116 1st Ave North
Hailey, ID 83333

Date

_____ _____

Marty Gill
President, Idaho Cattle Association
2120 W Airport Way
Boise, ID 83705

Date

March 8, 2019

Gretchen Hyde
Director, ID Rangeland Resources Commission
210 W Main St
Emmett, ID 83617

Date

Ed ~~Shriever~~ Schriever

Director, Idaho Department of Fish and Game
600 S. Walnut Street
Boise, ID 83707

3/13/19
Date

Teri Murrison

Date

Administrator, ID Soil & Water Conservation Commission
322 E Front St Ste 560
Boise, ID 83702

Ed Shriever
Director, Idaho Department of Fish and Game
600 S. Walnut Street
Boise, ID 83707

Date

Delwyne Trefz for Teri Murrison

3/11/2019

Teri Murrison
Administrator, ID Soil & Water Conservation Commission
322 E Front St Ste 560
Boise, ID 83702

Date

EXHIBIT A

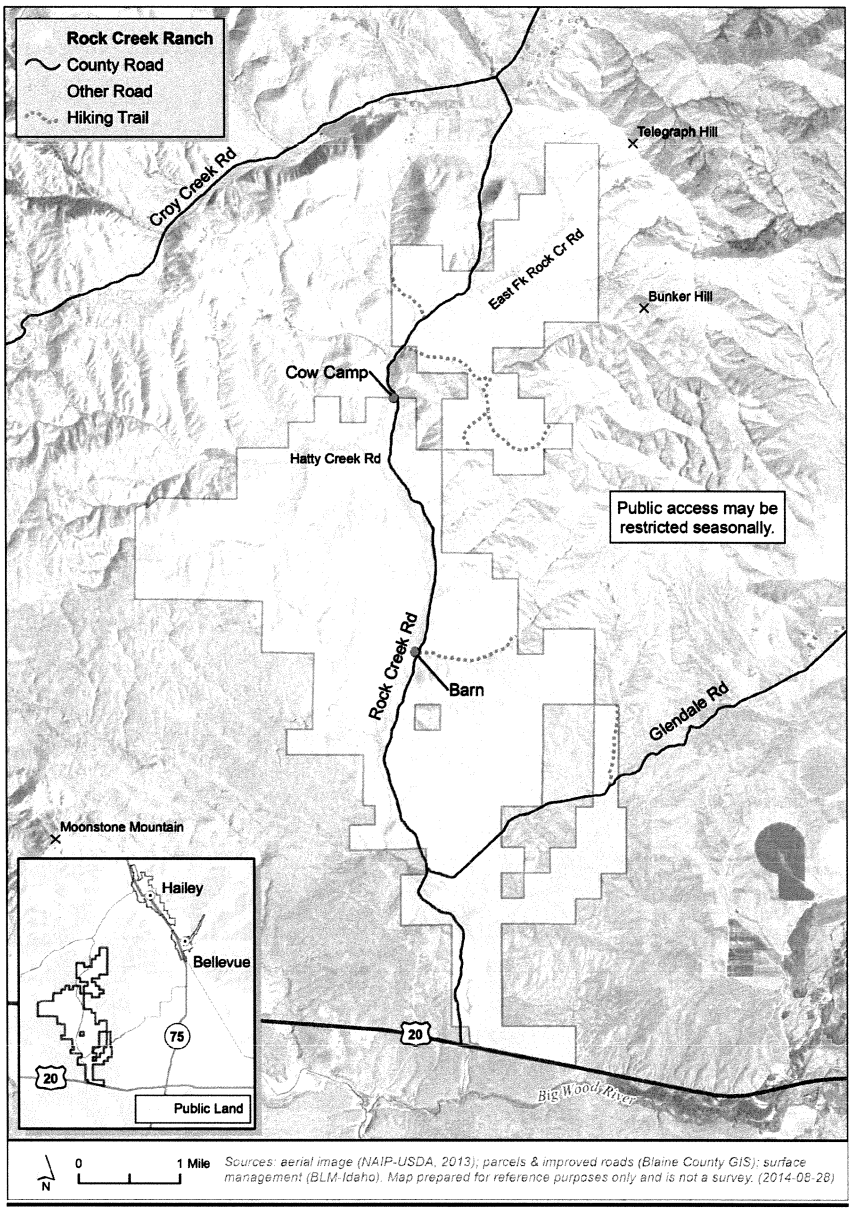
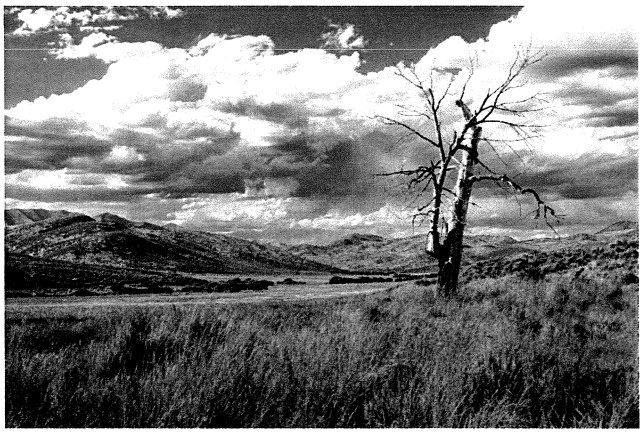

Rock Creek Ranch
County Road
Other Road
Hiking Trail
Croy Creek Rd
Telegraph Hill
East Fk Rock Cr Rd
Bunker Hill
Cow Camp
Hatty Creek Rd
Public access may be restricted seasonally.
Rock Creek Rd
Barn
Glendale Rd
Moonstone Mountain
Hailey
Bellevue
75
20
Public Land
20
Big Wood River
N
0
1 Mile
Sources: aerial image (NAIP-USDA, 2013); parcels & improved roads (Blaine County GIS); surface management (BLM-Idaho). Map prepared for reference purposes only and is not a survey. (2014-08-28)

EXHIBIT B

ADVISORY BOARD CHARTER



Rinker Rock Creek Ranch
Advisory Board

CHARTER

Establish a sustainable rangeland research and education facility in the heart of Idaho where ranching, recreation, and conservation intersect.

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A. Introduction

Rinker Rock Creek Ranch is nearly 10,400 acres of privately-owned land adjacent to an additional 11,000 acres of publicly-owned land in the Wood River Valley in southeast Idaho. The Rinker family bought the ranch in the 1980s and continued the long-time practice of grazing the land. In 2013 the family began looking for ways to preserve the land. The Natural Resource Conservation Service purchased the development rights in 2014 and shortly thereafter the ranch was purchased by the Wood River Land Trust (WRLT) and The Nature Conservancy (TNC) at a below-market sales price. Shortly after, the University of Idaho was invited as a partner to expand the research and outreach opportunities of this property and the three parties signed a Memorandum of Understanding (2016 MOU) outlining their collaboration.

In March 2019, the University of Idaho assumed the long-term possession and management of the Rinker Rock Creek Ranch through a Lease-Option Agreement with WRLT and TNC. A new MOU, replacing the 2016 MOU was signed by signatory representatives of an expanded group of partners outlining the Ranch's ongoing collaborative management and governance ("2019 MOU"), and the original Rock Creek Advisory Committee Charter was discontinued. In its place, in accordance with the intent of donors, the Rinker Rock Creek Ranch Advisory Board serves to facilitate and coordinate stakeholder participation in the ongoing operations and decision making regarding the Rinker Rock Creek Ranch. This Charter outlines the implementation of the 2019MOU, and the 2019MOU takes

process.

Rinker Rock Creek Ranch truly is a place for research, education, and outreach at the intersection of society's competing demands and desires. The Ranch and the program of work done there is the beneficiary of collaboration (as defined in the 2019 MOU) amongst many parties focused on accomplishing important and up-to-date research on 21st century ranching and conservation practices. While providing for public access and recreation, the facility also serves as a podium for education and outreach on conserving fish and wildlife habitat and enhancing livestock management on Idaho rangelands.

As articulated in the 2016 MOU, a desired goal for the Rock Creek Ranch was "for the University to eventually own the deeded acres and continue the collaborative partnership."

B. Group Focus

The Rinker Rock Creek Ranch Advisory Board ("**Advisory Board**") will advise and assist, as appropriate, the University of Idaho ("**UI**") in the development and implementation of research, education, outreach, recreational use and management activities at Rinker Rock Creek Ranch.

All Advisory Board members have a professional or personal interest in the future condition and uses of Idaho's vast rangelands. Each member brings expertise and/or resources to help address one or more of the following critical needs of Idaho's rangelands, research, education, outreach, management of rangeland and riparian habitats, fish and wildlife, water, grazing and livestock, public lands, public access, recreation, rural economics, weed control, fire and monitoring.

C. Vision & Deliverables

Vision: as defined in the MOU between the UI and Advisory Board, signed March, 2019:

The Parties agree to collaborate in good faith at the Rinker Rock Creek Ranch to protect the Conservation Values and establish a program of research, education and outreach focused on sustainable rangeland management in the heart of Idaho where ranching, conservation, and recreation intersect. The facility will host innovative, interdisciplinary and collaborative research and management activities addressing important and pressing challenges impacting ranching and conservation on western rangelands. The Ranch will provide opportunities for public access and recreation and will serve as a podium for education on Idaho rangelands.

Collaborative Priorities: as defined in the MOU between the UI and Advisory Board, signed March, 2019:

1) Planning. Develop a five-year strategic plan for the Ranch, using as a reference the project plan developed under the 2016 MOU. The strategic plan will address the collaborative priorities 2-8, below, shall comply with the GRP Easements and address both fee lands and public land leases held by the Ranch, including native range, seeded pastures and irrigated pastures ("**Strategic Plan**").

2) Livestock Operations and Infrastructure. Use livestock operations, including infrastructure development and maintenance, to achieve the Vision, consistent with the Strategic Plan and GRP Easements and which may include livestock grazing and ranch operations currently based out of the Nancy M Cummings Research, Extension, & Education Center.

3) Fish and Wildlife Habitat Conservation. Identify, plan for, maintain, enhance and restore the Conservation Values of the Ranch, including conducting research, education and outreach to restore water quantity and quality, threatened and endangered species, species of special concern, invasive species and fire. Regularly conduct monitoring of sage-grouse abundance to understand its population trends, and use the monitoring data to assess and address, as practical, likely causes in the event of a population resurgence or decline.

4) Research and Monitoring. Identify, prioritize and conduct university and non-affiliated research and monitoring that helps deliver practical solutions to managing for healthy rangelands that provide a suite of ecologic, economic and social benefits. Important topics for research include, but are not limited to, water quality, fish and wildlife habitat, interactions between wildlife and livestock, livestock production techniques that maintain/enhance healthy rangelands, values of the open space provided by working ranches, economic and social values associated with rangelands and other topics that support the Vision. Research and monitoring information will be made available, as reasonably practical to the Advisory Board in a timely and accessible fashion.

5) Education, Extension and Outreach Programs. Plan for and disseminate 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.

6) Access Management for Public Recreation. Provide a wide range of managed recreational opportunities on the Ranch including, but not limited to, bird watching, dog walking, hiking, mountain biking, hang gliding, hunting, and certain motorized uses on designated roadways, subject to review and policies of the UI Office of Risk Management, consistent with the GRP Easements and balanced with other Ranch uses, including reducing wildlife disturbance during crucial life history periods, avoiding significant habitat damage, and minimizing conflicts with grazing, research and outreach.

7) Marketing and Communications. Communicate to the public, elected officials, agency leadership, donors and other stakeholders regarding research findings and activities taking place at the Ranch and to enhance the impact and relevancy of the Ranch.

8) Fundraising. Identify and solicit private and public funds to support Ranch priorities towards achieving the Vision.

D. Membership

Rinker Rock Creek Ranch Advisory Board Members ("Advisory Board Members") have been selected through consensus amongst members of the former Rock Creek Ranch Advisory Committee and the UI, based on having 8-12 members that represent diverse interests and expertise relevant to the goals and Vision for the Rinker Rock Creek Ranch.

1) All Advisory Board Members will be expected to have sufficient knowledge to help develop the desired information outlined in Charter Section C, above, and to participate in sub-committees or working groups to implement actions that support the Vision of the Rinker Rock Creek Ranch.

2) All Advisory Board Members will be expected to agree in writing to adhere to the terms of this Charter and the MOU between the UI and the Advisory Board.

3) Advisory Board Members will represent their affiliated organization, agency or stakeholder group, which will be identified with their contact information (attached to this Charter).

4) Advisory Board composition will reflect key interests, expertise and constituencies capable of assisting the UI in achieving the Vision and addressing the priority topics. Advisory Board composition and membership will be reviewed every three years by the UI and Advisory Board Steering Committee (defined below) with input from the Advisory Board.

5) An Advisory Board Member may be replaced by the affiliated organization, agency or stakeholder group with notice to the UI and Advisory Board Chairperson.

6) Regular attendance will be essential to the continuity of the Advisory Board.

7) Alternates - On occasion if the Advisory Board Member is unable to attend they may designate an alternate (from their affiliated organization, agency or stakeholder group) to attend the meeting for them and the alternate is expected to act on behalf of the Advisory Board Member.

8) Participation is voluntary, though it is expected that if an Advisory Board Member chooses to no longer participate they will provide notice to UI and Advisory Board Chairperson in a timely manner.

9) New Advisory Board Members may be added to the Advisory Board by consensus of the Advisory Board Members and UI with a focus on maintaining or expanding the Advisory Board composition as outlined above.

E. Roles and Responsibilities

University of Idaho: Provide functional support to the Advisory Board, including for Advisory Board meetings, Working Group activities and information exchange. Actively engage and seek guidance and support from the Advisory Board and its Advisory Board Members. While the University has ultimate responsibility for making decisions and implementing actions at the Rinker Rock Creek Ranch those decisions and actions will be consistent with the collaborative approach outlined in the 2019 MOU.

Rinker Rock Creek Ranch Advisory Board: Elects a Chairperson from its Members to work with designated University staff to develop meeting agendas, facilitate Advisory Board meetings and guide Advisory Board participation in Ranch planning and implementation activities. Advisory Board Members serve as liaisons to communicate information to and from their affiliated organizations, agencies, stakeholder groups; act in a manner that will enhance trust among all Advisory Board Members and interested parties; and contribute expertise, data and information to clarify discussions,

eliminate false assumptions, and advance innovation in development and implementation of research, education, outreach, recreational use and management activities at Rinker Rock Creek Ranch.

Steering Committee: Includes the 2019 MOU Advisory Board Representatives and the Chairperson, who may or may not be a 2019 MOU Advisory Board Representative. Steering Committee will lead, 1) recruitment of new Members and work with UI to review Advisory Board composition every three years, and 2) periodic review of the 2019 MOU and represent the Advisory Board as signatories to any amendments to the 2019 MOU. A Steering Committee member may request to step off the committee (and remain on the Advisory Board) at which time a replacement Steering Committee member from then existing Advisory Board Members will be approved under the process identified in Section H, below.

Working Groups: Convened by mutual agreement of the UI and Advisory Board Chairperson to address topics of importance to accomplish the Vision and Collaborative Priorities outlined in the MOU. Working Group members can be UI staff/faculty, Advisory Board Members, technical staff including state and federal agency representatives, or other Stakeholders.

Affiliate Members: Non-signatory members who participate at meetings and provide input like Advisory Board Members except they are not part of the Collaborative Decision-Making process. Affiliate members include some of the Federal Agencies that have legal obligations and/or oversight over aspects of Rinker Rock Creek Ranch that creates a conflict with being a signatory to the 2019 MOU and/or Charter as required of Advisory Board Members.

Guest Advisors: Technical staff from the UI, entities represented by the Advisory Board or other Stakeholders may provide resources and support to the Advisory Board. Guest Advisors will be invited by the University or Advisory Board Chairperson, though Advisory Board Members may recommend Guest Advisors.

Stakeholders: Have a keen interest in the Rinker Rock Creek Ranch and may have important contributions to make to its success. Stakeholders have no formal role but will be kept informed and directly engaged as appropriate.

F. Products Review Process

Work products of the Advisory Board will be delivered to and used by UI to guide and support their activities at Rinker Rock Creek Ranch.

Members will have an opportunity to review and comment on the final products prior to their release to the public.

G. Schedule and Work Plan

Advisory Board: Meets at a minimum twice each year and additionally as needed

Steering Committee & Working Groups: Will meet as they decide or as requested by the UI or Advisory Board Chairperson

Biennial Progress Reviews: October/November every other year

Strategic Plan Reviews: Every 5 years and synchronized with biennial progress reviews

H. Decision Making within Group

The Rinker Rock Creek Ranch Advisory Board will operate as a body seeking broad agreement.

In collaboration the Advisory Board and the UI will develop a Strategic Plan and implement activities to achieve the collective vision for the Rinker Rock Creek Ranch. Items moved forward as a group product will be considered by the Advisory Board Members in attendance at duly scheduled meetings. As usual practice, items before the Advisory Board will be presented in writing one week in advance of a meeting and Advisory Board Members allowed sufficient time to consider and discuss them.

Advisory Board Members will be permitted to note their level of support for an item under discussion as ranging from Unqualified Support, General Support, Qualified Support, Qualified Disagreement, to Fundamental Disagreement.

The level of support for various items will be recorded. If Advisory Board Members cannot reach consensus (one or more members in opposition) on taking an action, then the Advisory Board Members will continue working for a set period to reach agreement or until it appears a resolution is not necessary or is not attainable. At that time, the Chairperson, in consultation with the Steering Committee and UI, will decide as to the best way to proceed. If a decision on an action is required for the Advisory Board to serve its duties, then a vote will be taken and if 2/3rds of the Advisory Board Members vote in favor then the action is approved ("**Vote for Approval**"). UI may, at their sole discretion, request a Vote for Approval of the Advisory Board for any decision for which the Advisory Board was unable to reach consensus. UI will have the opportunity to present additional written or verbal information to the Advisory Board prior to the Advisory Board taking a Vote for Approval.

Straw polls or requests for general preferences may also be used for the purpose of refining ideas and providing direction to the group.

I. Protocols, & Standing Group Rules

Protocols

- The Charter will be reviewed at a minimum of every five years and may be amended from time to time by a 2/3 vote of Advisory Board Members in attendance at a duly scheduled meeting. Any changes to the Charter will be promptly communicated to any Advisory Board Members not in attendance at the meeting during which the changes were approved.
- Outside of meetings, Advisory Board Members will represent comments made in these meetings as organizational or general group comments. Personal references will be avoided.
- All Advisory Board Members agree to act in good faith in all aspects of this process and to communicate their interests.
- Advisory Board Members will disclose to the Advisory Board and UI any potential conflicts of interest between their role as an Advisory Board Member and any financial or related relationship

they have with UI. Depending on the nature of the potential conflict and after consulting with the Advisory Board Chairperson, the affected Advisory Board Member may be recused from certain discussions or actions taken by the Advisory Board.

- Meetings will be inclusive and welcoming of input from stakeholders to the Advisory Board and UI.
- The Advisory Board Chairperson, at their discretion, may call the Advisory Board into a closed session to discuss sensitive matters, though this is not expected to be a common practice.
- Advisory Board Members agree not to make commitments they do not intend to keep.
- Advisory Board Members will do their best to convey their perspective at Rinker Rock Creek Ranch discussions consistent with how they convey their perspective in other forums where similar topics are being discussed, including sessions with the press.
- Advisory Board Members agree to make a concerted effort to provide requested information to other Members or to explain the reason why not.
- Meeting notes will be prepared with a focus on key points, ideas, and action items rather than as transcripts. Unless very specific to understanding the content, references will generally be made to the content rather than the Advisory Board Members.

Guiding Principles – "Members should":

- Expect that every Advisory Board Member will have ideas to contribute from unique perspectives and experiences and believe that better solutions result from sharing them
- Speak honestly and openly in meetings with the expectation that every Advisory Board Member's views will be heard and respected
- Maintain a working landscape perspective that includes social, economic and ecological outcomes
- Think across public and private land ownerships, at the watershed scale (i.e., "all lands approach")
- Support collaborative management approaches
- Embrace interdisciplinary research, including livestock, wildlife, and recreation
- Actively outreach to diverse audiences to share experiences/knowledge from Rinker Rock Creek Ranch to further the understanding and improved management of rangelands
- Be open to new ideas, approaches and partnerships

CONTACT INFORMATION

Rinker Rock Creek Owner - University of Idaho

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Wyatt Prescott	Ranch Manager	wyatt@prescottcattle.org	(208) 308-4364
Tracey Johnson	Professor of Wildlife	traceyj@uidaho.edu	(208) 885-7120

Advisory Board Members

Wood River Land Trust

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Cameron Packer	WRLT – Rinker Rock Ck Mgr	cpacker@woodriverlandtrust.org	(208) 788-3947

The Nature Conservancy

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Idaho Cattle Association

Stuart Taylor	Board Member	wrranch@svskylan.net	(208) 788-2753
Carl Lufkin	Board Member		

Central Idaho Rangeland Network

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ID Soil & Water Conservation Commission

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ID Rangeland Resources Commission

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ID Department of Fish and Game

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ID Office of Species Conservation

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US Fish and Wildlife Service

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Trout Unlimited

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Affiliate Members

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Natural Resource Conservation Service

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