

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Lower Yellowstone Diversion Dam
Lower Yellowstone Project, Montana

MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES OF AMERICA,
DAWSON COUNTY, MONTANA, AND THE MONTANA FISH AND GAME COMMISSION
CONCERNING THE ADMINISTRATION AND DEVELOPMENT OF LANDS AND FACILITIES
AT LOWER YELLOWSTONE DIVERSION DAM AND ITS IMPOUNDMENT
FOR RECREATION AND WILDLIFE PURPOSES

THIS AGREEMENT, Made this 18th day of March, 1969, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388, U.S.C. 391 et seq.), and acts amendatory thereof or supplementary thereto, and the Memorandum of Understanding dated October 1, 1956, between the United States and the State of Montana concerning the Development and Administration of Recreational and Wildlife Areas and Facilities at Reservoirs Constructed Within the State of Montana under the jurisdiction of the Bureau of Reclamation among THE UNITED STATES OF AMERICA, hereinafter referred to as the United States, acting by and through the Regional Director, Region 6, Bureau of Reclamation, and DAWSON COUNTY, hereinafter referred to as the County, acting through its County Commission, and the STATE OF MONTANA, acting by and through the Fish and Game Commission of the State of Montana, hereinafter referred to as the Commission, with the approval of the Governor of the State of Montana, agree that the following commitments shall govern the administration and development of lands and facilities at Lower Yellowstone Diversion Dam and its impoundment for recreation and wildlife purposes, which dam and impoundment is a feature of the Lower Yellowstone Project, constructed for the primary purpose of irrigation of land in Montana and North Dakota:

1. The United States permits and agrees to the Commission's administration, for recreation and fish and wildlife purposes, of the dam and impoundment area which is shown on Bureau of Reclamation Drawing No. 14-600-31, dated September 1968, marked "Exhibit A," attached and by this reference made a part hereof subject to the following exceptions and reservations:

a. Any prior rights which have attached before the date of this agreement.

b. The right of the officers, agents, employees and permittees of the United States at all times to have full ingress to and egress from all of such lands for the purpose of carrying on operations of the United States.

c. The right of the United States, acting through the Bureau of Reclamation, to make such use of the dam and impoundment area or any portion thereof as may be required in carrying out the purposes of the Lower Yellowstone Project.

d. The United States shall have primary jurisdiction over the dam and its impoundment. Such jurisdiction is maintained for the purpose of insuring proper operation and protection of the dam and appurtenant works.

e. The right of the United States, its agents, lessees, or permittees, to remove from said lands any and all material necessary for the construction and operation and maintenance of project facilities. There is also reserved to the United States, its agents, lessees or permittees the right to prospect and carry on the development for oil, gas, coal and other minerals, and the right to issue leases or permits to prospect for oil, gas, or other minerals on said lands under the Act of February 25, 1920 (41 Stat. 437), and acts amendatory thereof or supplementary thereto and the Act of August 7, 1947 (61 Stat. 913). However, the administering agency will be consulted and given an opportunity to comment concerning any proposals in the exercising of such rights.

DEVELOPMENT AND ADMINISTRATION OF THE AREA

2. In the development and administration of the area, the Commission, and the County, shall follow the General Recreation Development Plan, to be prepared by the Bureau of Reclamation in cooperation with the National Park Service, the Bureau of Sport Fisheries and Wildlife, and the Commission. This plan shall be such as to facilitate the highest public benefit through the development of the recreation and wildlife potential of the area covered by this agreement.

Pursuant to the General Recreation Development Plan:

a. The Commission and the County may construct roads, trails, docks, sanitation facilities, water supplies, camp and picnic grounds, bathing beaches, or other facilities and provide services incidental to recreation use, and the location of such development shall be in general accordance with National Park Service General Development Plan No. RS/LYPDD-7101 and approved revisions thereto, with the written consent of the Bureau of Reclamation.

b. The Commission may issue and administer licenses, permits and contracts to persons or associations for the purpose of regulating the privileges to be exercised and concession contracts under which services are made available to the public in the area. All instruments used for such purposes throughout the area shall be subject to applicable terms of this agreement and shall contain certain language recognizing the purpose of the Lower Yellowstone Project and effecting releases and indemnification to and for the United States, its successors and assigns, and its officers, agents,

and employees engaged in the construction, operation and maintenance of project works. The term of such licenses, permits or contracts shall contain the following provisions:

(1) "In the event of the termination of the Memorandum of Understanding between the United States, Dawson County, Montana, and the Montana Fish and Game Commission, dated March 18, 1969, the United States shall be deemed to stand in the stead of the Commission as grantor for the remainder of the term of this agreement: Provided, That in the event of such termination, the United States, at any time within 90 days thereafter, may terminate this agreement by giving to the (licensee, permittee or contractor) 30 days' written notice thereof and in such event (licensee, permittee or contractor) shall have the privilege of selling or removing, for a period of thirty (30) days after termination of this agreement, or such longer period as may be determined by the Bureau of Reclamation to be reasonable, improvements which have been constructed on the premises at the sole cost or expense of the (licensee, permittee, or contractor); otherwise after the expiration of such period of time, the title to such improvements shall vest in the United States."

c. Upon the termination of any lease, license, or permit, theretofore granted by the Bureau of Reclamation, governing any and all of the lands and water surface in the entire area, the Commission may issue and administer new licenses and permits for such use in accordance with the Development Plan and this agreement.

d. The Commission shall, within the limits of its administration, make and enforce such rules and regulations for the use of the area as are necessary and desirable to protect the health and safety of persons using the area and for the preservation of law and order in the interest of public safety.

e. The Commission shall have the right to collect and retain all receipts derived from licenses, leases, permits, and user fees or contracts which it issues or administers. Such receipts shall be used only for the administration, development and maintenance of recreation and wildlife facilities at the Lower Yellowstone Diversion Dam and impoundment area. The Commission shall submit to the United States, not later than September 1 of each year during the term of this agreement, a report of all such receipts and expenditures from such receipts during the preceding year. At such time, the Commission shall transfer to the United States any surplus of such receipts over such expenditures for the preceding year in excess of \$25,000, including any carryover from former operations. On the termination of this agreement, any and all remaining excess of such receipts over such expenditures shall be paid to the Bureau of Reclamation in full within 30 days after such termination. All improvements constructed in whole or in part with expenditures from such receipts shall be and remain the property of the United States. All improvements constructed by the Commission at its

sole cost or expense shall be and remain the property of the Commission, subject, however, to the provisions of Articles 5 and 8 of this agreement. The Commission shall maintain such accounting records as are necessary to satisfy the requirements of this article and will have those records available for inspection upon request. Each year, not later than January 20, the Commission shall furnish to the United States a record of visitation and use of the public for the previous calendar year on forms to be supplied by the United States.

f. The Commission shall not do or omit to do, or knowingly suffer or permit to be done by others, anything by which act or omission any persons may be endangered or injured by the use of the reservoir area. The Commission shall save the United States harmless from any claim on account of any personal injury or property damage by reason of anything done, or knowingly suffered or omitted to be done, by the Commission in its exercise of the privileges granted by this agreement. Nothing in this agreement shall be construed or interpreted as authorizing the Commission, its agents or employees, to act as agent or representative for or on behalf of the United States or to incur any obligation of any kind on behalf of the United States.

g. The Commission shall use approved land management practices in the entire area and shall cause all improvements located on the premises involved to be maintained in a state of good repair, reasonable wear and tear excepted. In conjunction with the maintenance program, the Commission will carry out an adequate presuppression fire control program.

h. The Commission shall incorporate, within any and all licenses or permits for agricultural or grazing purposes, provisions for approved soil and moisture conservation practices including those required by the appropriate regulations promulgated by the Secretary of the Interior.

REVIEW OF THE ADMINISTRATION OF THE AREA

3. Upon request of either the Bureau or the Commission, both parties, together with representatives of the Bureau of Sport Fisheries and Wildlife, Dawson County, and National Park Service, if involved, will meet to review the administration of the area.

TERM OF CONTRACT

4. The term of this agreement shall be for a period of 50 years from the date hereof.

TERMINATION OF CONTRACT

5. This agreement shall terminate and all rights of the Commission hereunder, except as hereinafter provided, shall cease:

a. Upon expiration of term as provided in Article 4.

b. Upon failure of the Commission to observe any of the conditions, exceptions, or reservations set out in this agreement, the Secretary of the Interior shall give written notice to the Commission of the obligations that are in default or the provisions of this agreement that have been violated, and the Commission shall have 90 days in which to correct the default or violation. Unless the Commission shall have corrected such default or violation, this agreement shall terminate on the 91st day following service of the written notice herein provided.

c. Upon mutual agreement of the parties hereto.

DESIGN AND CONSTRUCTION OF RECREATION AND
FISH AND WILDLIFE FACILITIES

6. a. The parties hereto agree that the installation and construction of any and all structures and facilities and any and all changes in the shoreline and land use not specifically covered by existing memoranda of understanding between said parties shall be submitted to the United States, through the Bureau of Reclamation, for prior review and approval, together with detailed plans and specifications of any and all major installations and constructions when the Bureau of Reclamation so requires and requests the same in writing.

b. Construction of recreation and fish and wildlife facilities will be accomplished on an incremental basis as mutually agreed is needed to meet the demands, and as funds are available, pursuant to the General Recreation Development Plan.

c. It is expressly understood by all parties hereto that the responsibilities of the County under this agreement shall be limited to the construction, operation and maintenance of access roads and their appurtenant structures including a vehicular traffic crossing over the Lower Yellowstone Project Main Canal at such locations as will be mutually agreed upon by the parties hereto and that the Commission shall be responsible for the construction, operation and maintenance of all other facilities developed for recreation and fish and wildlife purposes under the terms of this agreement.

d. Each increment of construction may be accomplished by either the Commission or the County or the United States on the basis of detailed site plans and construction specifications. Such detailed site plans and construction specifications must receive the approval of all principal parties to this agreement prior to construction of the recreation facilities.

REMOVAL OF CONSTRUCTED FACILITIES

7. For a period of 90 days after termination of this agreement, or such longer period as may be determined by the Bureau of Reclamation to be reasonable, the Commission shall have the privilege of selling or removing all improvements on the premises constructed by the Commission at its sole cost or expense; otherwise, after the expiration of such period of time, the title to such improvements shall vest in the United States.

TRANSFER OF CONCESSIONERS INTERESTS

8. If any concessioner shall perform the terms of his license, permit, or contract, and be subject to cancellation or cease to be authorized to conduct the operations provided for in his concession contract, and the United States determines that such operations are to be conducted by a successor, then:

a. The concessioner shall be afforded a reasonable time to sell his interest in any structure, facility, and other improvement on the premises to a successor, approved in writing by the United States and also by the Commission if this agreement remains in effect; and

b. The Commission or the United States, as the case may be, will require each successor, as a condition to the granting of a permit or contract to conduct such operations, to purchase such interest from the concessioner and to pay the concessioner an amount equal to his interest in the sound value of such structure, facility or improvement, determined upon the basis of replacement cost less depreciation as evidenced by its condition and prospective serviceability, in comparison with a unit of like kind, but not to exceed fair market value. If the concessioner and the prospective purchaser cannot agree upon the amount payable for any item or items, such amount will be determined by the majority vote of a board of three appraisers selected as follows: The concessioner and the prospective purchaser shall each name one member of such appraisal board, and the two members so named shall select the third member. All compensation and expenses of the appraisal board shall be shared and paid equally by the concessioner and the prospective purchaser. Before reaching its decision, the board shall give each of the parties a fair and full opportunity to be heard on the matters in dispute.

c. If any concessioner shall cease to be authorized to conduct the operations provided for in his concession contract for any reason other than termination of his contract by direct action of the United States, and the Commission determines, with the concurrence of the authorized representative of the Secretary, that such operations are to be conducted by a successor, then the rights, if any, of the concessioner to sell to and/or obtain compensation from his successor

shall be controlled by the provisions of his concession contract, with respect to which the United States shall have no financial or other obligation whatsoever except where the United States is such successor.

ASSIGNMENT OF INTEREST

9. The Commission shall not assign this agreement or any interest therein without written consent of the United States, but the provisions of this agreement shall apply to and bind the successors and assigns of the United States and the assigns of the Commission.

EQUAL OPPORTUNITY (FEDERALLY ASSISTED CONSTRUCTION)

10. a. During the performance of this contract, the Commission and the County, in this article referred to as the Contractor, agree as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity (Federally Assisted Construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as provided by law.

(7) The Contractor will include this Equal Opportunity (Federally Assisted Construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The applicant further agrees that it will be bound by the above Equal Opportunity (Federally Assisted Construction) clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, however, that if the applicant so participating is a State or local government, the above Equal Opportunity (Federally Assisted Construction) clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the Equal Opportunity (Federally Assisted Construction) clause and the

rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order No. 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the Equal Opportunity (Federally Assisted Construction) clause as may be imposed upon Contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D, of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend, in whole or in part, this grant [contract, loan, insurance, guarantee]; refrain from extending any further assistance to the applicant under the program with respect to which its failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

e. Equal Opportunity (Applicant). The applicant hereby agrees to incorporate, or cause to be incorporated, into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor at 41 CFR, Chapter 60, which is paid for, in whole or in part, with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the above Equal Opportunity (Federally Assisted Construction) clause.

CERTIFICATION OF NONSEGREGATED FACILITIES

11. By signing this agreement, the Commission certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The Commission agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities"

means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. It further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT
FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

CONTRACT WORK HOURS STANDARDS ACT

12. The Commission agrees to insert the following in all contracts with private persons or firms relating to the construction, operation or maintenance of recreational facilities as set forth in the Plan referred to in Article 2.

This contract, to the extent that it is of a character specified in the Contract Work Hours Standards Act (40 U.S.C. 327-330), is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any work week in which he is employed on such work to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week on work subject to the provisions of the Contract Work Hours Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay

for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is the greater number of overtime hours.

b. Violations; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard work week of forty (40) hours without payment of the overtime wages required by paragraph (a).

c. Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Commission, from any monies payable on account of work performed by the contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (a).

d. Subcontracts. The contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

e. Records. The contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three (3) years from the completion of the contract.

CIVIL RIGHTS ACT OF 1964

13. The Commission and the County hereby agree as follows:

a. To comply with Title VI (Section 601) of the Civil Rights Act of July 2, 1964 (78 Stat. 241), which provides that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance," and to be bound by the regulations of the Department of the Interior for the effectuation thereof, as set forth in 43 CFR 17.

b. To obligate its subcontractors, subgrantees, transferees, successors in interest, or any other participants receiving Federal financial assistance hereunder, to comply with the requirements of this provision.

WATER POLLUTION CONTROL

14. The United States, the County, and the Commission agree to comply fully with all applicable laws, orders and regulations as administered by appropriate authorities, concerning the pollution of streams, reservoirs, or water courses with respect to the discharge of refuse, garbage, sewage effluent, industrial waste, oil, mine tailings, sediment, silt, or other pollutants. The United States, Dawson County, and the Commission agree to require compliance of their contractors with all applicable laws, orders, and regulations regarding pollution control including control of silt.

CONTINGENT UPON APPROPRIATIONS

15. The performance of any obligation or the expenditure of any funds by the Federal Government under this agreement is made contingent on the Congress making the necessary appropriations. In case such appropriation as may be necessary to carry out this agreement is not made, the Commission hereby releases the United States from all liability due to the failure of Congress to make such appropriation. Likewise, in the event the Commission or the County do not have sufficient funds in any fiscal year to enable the Commission or the County to carry out their parts of this agreement, then the United States hereby releases the Commission and the County from all liability due to such insufficiency of funds.

OFFICIALS NOT TO BENEFIT

16. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom. Nothing, however herein contained shall be

construed to extend to any incorporated company if the contract be for the general benefit of such corporation or company.

IN WITNESS WHEREOF, the parties hereto have executed this memorandum as of the day and year first above written.

UNITED STATES OF AMERICA

By *H. E. Adams*
Regional Director, Region 6
Bureau of Reclamation
Billings, Montana

OK
Date 3-18-69
Budfeld
FBI

ATTEST

By *Frank H. Dumble*
Secretary, Montana Fish
and Game Commission

STATE OF MONTANA

By *W. E. Stares*
Commissioner
Montana Fish and Game Commission

ATTEST

By *Robert W. Russell*
County Clerk and Recorder

DAWSON COUNTY, MONTANA

By *Sam B. Reed*
Chairman
County Board of Commissioners

I concur:

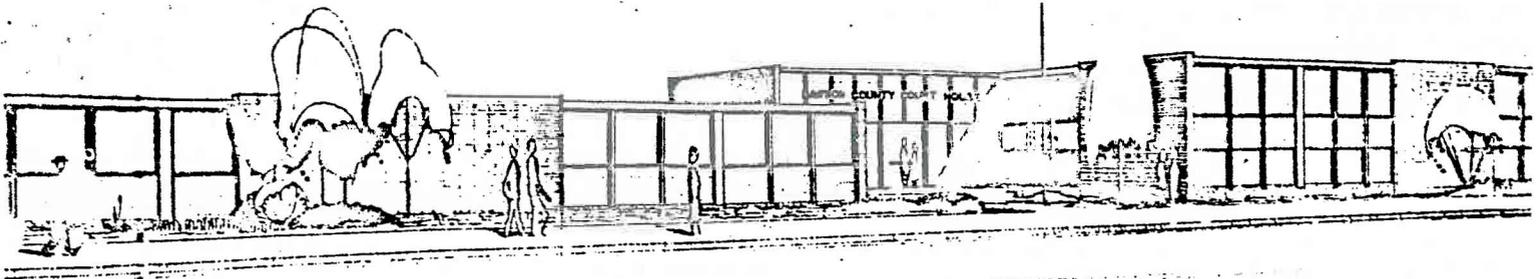
James S. Rount
Deputy Regional Director, Region 1
Bureau of Sport Fisheries and Wildlife
Fish and Wildlife Service

I concur:

I concur:

By *W. H. Wood*
Chairman, Board of Control,
Lower Yellowstone Project

Paul G. Ferguson
Regional Director, Midwest Region
National Park Service



OFFICE OF:
 CLERK AND RECORDER
 Gordon W. Russell

COUNTY OF DAWSON
 GLENDIVE, MONTANA 59330
 March 28, 1969

APR 1 1969 P. O. Box 281
 Phone 365-3058

No reply necessary.	<u>7/11</u>	<u>4/7</u>
	Initial	Date
Reply or other Action taken	<u>Code No.</u>	<u>Date</u>
INFORMATION COPY TO:		
ROUTE TO	INITIALS	DATE
<u>408</u>	<u>WR</u>	<u>4-2</u>
<u>420</u>	<u>RR</u>	<u>4/2</u>
<u>422</u>	<u>WR</u>	<u>4/7</u>
<u>426</u>	<u>WR</u>	<u>4-8-69</u>

Copy of the minutes of January 20, 1969.

The Board approved the Memorandum of Understanding among Dawson County, Montana Fish and Game Commission and the United States concerning the Administration and Development of the Lower Yellowstone Div. Dam area for recreation and wildlife purposes, & Art Dietz Authorized to sign for the board.

Gordon W. Russell
 Gordon W. Russell
 Clerk and Recorder

MONTANA FISH AND GAME COMMISSION -- Certificate of Secretary

STATE OF MONTANA)
 : ss.
County of Lewis and Clark)

I, Frank H. Dunkle, the duly appointed, acting, and authorized State Fish and Game Director, and as such ex-officio Secretary of the Montana Fish and Game Commission, do hereby certify that I am the administrative agent of the Montana Fish and Game Commission, and the custodian of the property and records of the Fish and Game Department and the Fish and Game Commission, and as such authorized and empowered to execute this certificate and to affix hereto the official Seal of the Montana Fish and Game Commission, an agency of the State of Montana.

I do further certify that the following is a true and correct copy of a motion in the minutes of the State Fish and Game Commission meeting on December 19, 1968:

"MOTION, Mr. Klabunde: 'I move to authorize the Chairman and Secretary to sign a Memorandum of Understanding (Contract No. 14-06-600-10, 040) between the United States of America, Dawson County, Montana, and the Montana Fish and Game Commission concerning the Administration and Development of Lands and Facilities at Lower Yellowstone Diversion Dam and its Impoundment for Recreation and Wildlife Purposes.' Seconded by Mr. Killenbeck. Carried."

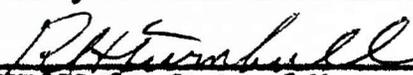
In witness whereof, and in pursuance of the authority entrusted in me, by the laws of the State of Montana, I have hereunto set my hand and affixed the official Seal of the Montana Fish and Game Commission, this 17th day of April, 1969.


Secretary, Montana Fish and Game Commission

STATE OF MONTANA)
 : ss.
County of Lewis and Clark)

On this 17th day of April, 1969, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Frank H. Dunkle, the Secretary of the State Fish and Game Commission of the State of Montana, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal the day and year first above written.


NOTARY PUBLIC for State of Montana
Residing at Helena, Montana
My Commission expires 12-4-71