



United States Department of the Interior

BUREAU OF RECLAMATION  
Regional Office, Region 6  
P. O. Box 2553  
Billings, Montana 59103

H2O Copy

IN REPLY REFER TO: 420  
715.

MAR 24 1972

To: Commissioner

From: Regional Director, Billings, Montana

Subject: Memorandum of Agreement between the Bureau of Reclamation and the National Park Service relating to the Development and Administration of that Portion of the Yellow-tail Unit within the Bighorn Canyon National Recreation Area—Pick-Sloan Missouri Basin Program, Montana-Wyoming

Enclosed for your information and record are two conformed copies of the subject agreement, Contract No. 14-06-600-453A.

This agreement, which supersedes the unnumbered Memorandum of Understanding dated December 31, 1964, became necessary because of changes in agency development and administrative authorities resulting from the Act of October 15, 1966, which created the Bighorn Canyon National Recreation Area.

*E. H. Aldrich*

Enclosure

cc:

Supervisor, MRB Studies, Bureau of Sport Fisheries and Wildlife,  
P. O. Box 1296, Billings, Montana (w/2 copies enclosure)  
Chief, Division of Water O&M, E&R Center (w/copy enclosure)  
Chief, Division of Power O&M, E&R Center (w/copy enclosure)

bc:

Project Superintendent, Hardin, Montana  
Wyoming Reclamation Representative, Cheyenne, Wyoming  
(w/copy enclosure to each)

150, 420, 450, 600, 800 (w/copy enclosure to each)  
855 (w/original)

MEMORANDUM OF AGREEMENT  
between  
THE BUREAU OF RECLAMATION  
and  
THE NATIONAL PARK SERVICE  
RELATING TO THE DEVELOPMENT AND ADMINISTRATION OF THAT PORTION  
OF THE YELLOWTAIL UNIT WITHIN  
THE BIGHORN CANYON  
NATIONAL RECREATION AREA

THIS MEMORANDUM OF AGREEMENT, Made and entered into this  
9th day of March, 1972, between the BUREAU  
OF RECLAMATION, hereinafter called "the Bureau," and the NATIONAL PARK  
SERVICE, hereinafter called "the Service," as agencies of the Department  
of Interior, United States of America,

W I T N E S S E T H:

WHEREAS, the following preliminary statements are made by way  
of explanation:

- (a) Under Section 9 of the Flood Control Act of December 22, 1944 (58 Stat. 887), the Bureau was authorized to construct, operate and maintain the Yellowtail Unit as part of the Pick-Sloan Missouri Basin Program in accordance with the Reclamation Act of June 17, 1902 (32 Stat. 388) as amended and supplemented.
- (b) The Bureau has acquired lands and has withdrawn public lands for the purposes of the Yellowtail Unit in accordance with said Reclamation Act of June 17, 1902.
- (c) On December 31, 1964, the Bureau and the Service entered into an agreement, endorsed by the Secretary of the Interior, which agreement is hereafter called "the 1964 agreement." The purpose of this agreement was to coordinate the reclamation activities of the Bureau with the recreational activities of the Service in the Yellowtail Unit area.
- (d) Under the Bighorn Canyon National Recreation Act of October 15, 1966 (P.L. 89-664; 80 Stat. 913), hereinafter called "the Bighorn Canyon NRA Act," the Service has been given responsibility for administering and developing for recreational purposes a specified area of the Yellowtail Unit, as well as other adjoining areas, including portions of the Crow Indian Reservation. Under Section 3(a) of this act, the Secretary was directed to "coordinate administration of the recreation area with the other purposes of the Yellowtail Reservoir project so that it will in his judgment best provide (1) for public

outdoor recreation benefits, (2) for conservation of scenic, scientific, historic, and other values contributing to public enjoyment and (3) for management, utilization, and disposal of renewable natural resources in a manner that promotes, or is compatible with, and does not significantly impair, public recreation and conservation of scenic, scientific, historic, or other values contributing to public enjoyment."

(e) It is desirable to comply with the above legislative directive by herewith updating and superseding the 1964 agreement to accord with current needs and experiences of the parties.

NOW, THEREFORE, the Bureau and the Service do hereby mutually agree as follows:

#### GENERAL PROVISIONS

1. a. The Bureau shall retain authority over and responsibility for the operation and maintenance of Yellowtail Dam and all engineering works constructed in connection therewith as part of the Yellowtail Unit. The Bureau shall administer Fort Smith Government Camp and appurtenant works in accordance with a separate memorandum to be executed as a supplement hereto. The Service shall administer all the remaining lands and the water areas within the Yellowtail Unit as part of the Bighorn Canyon National Recreation Area for the purposes set out in the Bighorn Canyon NRA Act. The Bureau and the Service shall coordinate their respective administrative responsibilities within the Yellowtail Unit area so as not to impair the operations of the Yellowtail Unit, while at the same time accomplishing the objectives set out in preliminary recital (d). The agreed areas of authority covered by this memorandum include all those land and water areas within the Bighorn Canyon National Recreation Area acquired, withdrawn, or segregated by the Bureau for the purposes of the Yellowtail Unit. These lands are depicted on the drawing marked Exhibit "A" and numbered RS/YEL-7104, which is attached hereto and by this reference made a part hereof. Said Exhibit may be revised at any time to indicate changes in the project area as a result of land acquisition or additional withdrawals or land disposition.

b. The parties acknowledge that, under their respective Congressional authorizations, each has an interest in the storage, release, and utilization of the water impounded by Yellowtail Dam. The Bureau shall operate Yellowtail Dam with attendant releases from Bighorn Lake in keeping with Congressional and Departmental policy, which requires full consideration of public recreation and fish and wildlife purposes on reservoir projects undertaken by the Federal Government. The Bureau shall be guided by this policy in operating Yellowtail Dam for the authorized purposes of the Yellowtail Unit; but this agreement shall not be construed to compromise those purposes. The Service shall determine optimum and minimum pool levels desirable

for public recreational use and provide the Bureau with this information for consideration in carrying out the purposes of this paragraph. The Bureau shall keep the Service apprised of operating conditions for the Yellowtail Unit, including the imminence of substantial releases, the imminence of substantial inflows and icing conditions.

c. An area of joint, Bureau-Service administrative responsibility is depicted on Drawing No. 459-600-197, marked Exhibit "B," which is attached hereto and by this reference made a part hereof. Prior to the act of initiating any new development or new construction or the granting of any concession, lease, license or permit within the area described in Exhibit "B," the party so responsible shall obtain the concurrence of the other party hereto. Prior to the initiation of any new development or the granting of any concession, lease, license or permit outside the area described in Exhibit "B," the party so responsible shall obtain the concurrence of the other party hereto, if the proposed development, concession, lease, license or permit will affect the activities of said other party. If either party does not concur in such proposed development, concession, lease, license or permit, the proposal shall be held in abeyance until the Secretary of Interior has resolved the differences.

d. The parties hereto acknowledge and understand that the fulfillment of the agreement is contingent upon the availability of funds for the purposes thereof.

#### RESPONSIBILITIES OF THE NATIONAL PARK SERVICE

2. Consistent with its authorities, the Service shall be responsible for:

a. Preparation of plans for and the construction of recreational facilities, including roads and trails.

b. Advertising for, evaluating and approving or rejecting bids and negotiating contracts for the installation or construction of recreational facilities.

c. Negotiation and execution of contracts with private individuals, partnerships or corporations for supplying necessary public services related to the recreational use of the project area, including, but not limited to, the use of the waters for boating, canoeing, bathing and sightseeing; and prescribing and enforcing rate and standards for the supplying of such services.

d. Establishing and enforcing policies, rules and regulations regarding the recreational use of lands and waters of the Yellowtail Unit. It is understood that grazing activities and range fire prevention and control within said Unit shall be a responsibility of the Service.

e. Promulgating and enforcing such rules and regulations as are necessary or desirable for the conservation of scenic, scientific, and historical values, including the control of all archeological excavation and historical or archeological research, for the recreational use of the area and for the safety of the visiting public.

f. Policing the Bighorn Canyon National Recreation Area pursuant to Federal regulations covering national recreation areas and giving assistance to the Bureau, when requested, in any closure of access to any area under the Bureau's jurisdiction or other action requiring such assistance.

g. Establishment and maintenance of protective, interpretive, and other facilities and services as may be necessary for safe and full use and enjoyment of the area for outdoor recreational purposes. Public information activities and services shall be provided by the Service through coordination with other Interior agencies in order to facilitate public understanding of the interrelated programs of these agencies within the area.

h. Control of public transportation in the area whether by land, water, or air, to the extent consistent with Federal law in a manner that will not adversely affect the Bureau in performing its functions.

i. Extending to the Bureau advice and counsel in connection with any recreation development within the limits of Fort Smith Government Camp.

j. Extending to the Bureau and other agencies involved technical assistance in the planning and development of exhibits and interpretive devices oriented toward visitor understanding and enjoyment of the project and related resources.

k. Negotiation of agreements and coordination of activities with State and Federal fish and wildlife agencies as desirable for the conservation, protection and enhancement of fish and wildlife resources consistent with applicable law.

#### RESPONSIBILITIES OF THE BUREAU OF RECLAMATION

3. Consistent with its authorities, the Bureau shall be responsible for:

a. Operation and maintenance of the Yellowtail Dam and all engineering works incidental thereto or in connection therewith, together with all appurtenances thereof for the proper storage, release, protection and utilization of water as provided for by Federal Reclamation Law. This includes responsibility for regulating the reservoir water surface elevation, taking into account the Service's recommendations, consistent with the functions of the Yellowtail Unit.

b. Operation and administration of Fort Smith Government Camp as directed by Congress and as provided in Supplement No. 1 hereto.

c. Consultation with the Service on matters involving the development or administration of recreational facilities or public information services in Fort Smith Government Camp or at the Yellowtail Dam.

d. As authorized by the Congress and in accordance with Supplement No. 1 hereto, facilities in Fort Smith Government Camp shall be maintained and provided by the Bureau to accommodate the Service's administrative offices, maintenance shops, and the housing needs of Service personnel. If such facilities cannot be supplied by the Bureau within structures now available, the Bureau shall--insofar as possible--make additional lands available either within or adjoining the Fort Smith Government Camp upon which the Service may provide facilities for administrative offices, maintenance shops and housing for its personnel.

e. Establishment of such rules and regulations governing public access and approach to engineering facilities of the Yellowtail Dam and appurtenant works as may be necessary for the protection and efficient functioning of said facilities and works.

f. Advising the Service of Bureau operations which may affect public safety.

g. Issuance of permits for removal of nonrenewable resources, subject to the Service's approval for such removal and related restoration measures.

h. Initiation of rights-of-way for electric transmission lines and for pipelines or other aqueducts needed to transport water sold from the Bighorn Reservoir.

TERMINATION

4. This memorandum shall remain in force until the parties thereto mutually agree to its termination.

BUREAU OF RECLAMATION

Dated H. G. Reddish

By FEB 11 1972  
Regional Director, Region 6

APPROVED

By A. E. Richardson  
Field Solicitor, Billings

NATIONAL PARK SERVICE

Dated MAR 9 1972

By Paul Koster

5 Acting Director, Midwest Region