

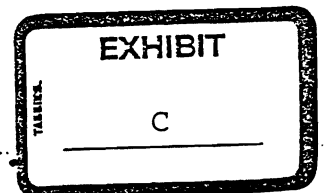
MEMORANDUM OF AGREEMENT BETWEEN THE CROW INDIAN TRIBE OF MONTANA AND
THE NATIONAL PARK SERVICE OF THE DEPARTMENT OF THE INTERIOR TO FACILITATE
ESTABLISHMENT, DEVELOPMENT, ADMINISTRATION, AND PUBLIC USE OF THE BIGHORN
CANYON NATIONAL RECREATION AREA

This agreement, which shall take effect upon its approval by the Secretary of the Interior, by and between the Crow Tribe of Montana (hereinafter referred to as "Tribe"), and the National Park Service of the Department of the Interior (hereinafter referred to as "Service").

WITNESSETH:

WHEREAS, The Congress has by legislation established the Bighorn Canyon National Recreation Area (hereinafter referred to as "Recreation Area"), consisting of certain recreation resources in the States of Montana and Wyoming on land acquired by the Bureau of Reclamation for the Yellowtail Dam and resulting reservoir on the Bighorn River and on other land adjacent thereto, all as generally depicted on the drawing entitled "Proposed Bighorn Canyon National Recreation Area" LNFMM-010A-EC, November 1964, which is on file in the Office of the National Park Service, Department of the Interior; and

WHEREAS, Certain lands owned by the Tribe within the "proposed boundary" generally depicted on the attached map of November 1967, labeled "Exhibit A" and numbered BC-NRA-2002A, are desirable for inclusion in the Recreation Area, and the Congress has provided that no such



tribal lands may be included within the Recreation Area unless requested by the Council of the Tribe; and

WHEREAS, The Tribe has requested that the tribally owned lands shown on the attached map ("Exhibit A"), be included within the Recreation Area, subject to the valid existing rights of persons who are not parties to this agreement, recognizing that the existing Recreation Area, together with those Tribal lands shown on said map ("Exhibit A"), possess such high recreation value as to cause them to be of national significance; that the public interest can best be served through unified development and single administration of the lands for recreation purposes; that the Service has special knowledge and experience in planning, developing, and administering such recreation areas for public enjoyment and other beneficial purposes, including the conservation of natural resources; and that the Service is authorized to develop and administer for recreation such lands of the Tribe as are included within the Recreation Area.

NOW, THEREFORE:

I. The Service agrees:

A. Under authority contained in the act of October 15, 1966 (Public Law 89-664), to seek an extension of the boundaries of the Recreation Area that will encompass the lands owned by the Tribe and

the other lands within the "proposed boundary" generally depicted on the map labeled "Exhibit A."

B. To guarantee to the Tribe the following rights and privileges on lands within the Recreation Area, in the State of Montana:

1. All right, title, and interest which they now have and hold to subject lands for agricultural, grazing and other uses consistent with the objectives of the Recreation Area and in accordance with the other provisions of this agreement.

2. The preferential right of the Tribe to develop and operate water-based recreational facilities and other public recreational facilities on lands which are included in the Recreation Area in the State of Montana. Such preferential rights must be exercised by the Tribe in writing within 90 days after it is notified by the Service of the need for such facilities. (See Part II C of this agreement.)

3. The right of the Tribe—to the extent such right existed before this agreement was entered into—to sell permits for fishing on tribally owned or controlled lands hereby made available for inclusion in the Recreation Area, and the right to retain permit fees so collected, with the understanding that the Tribe will cooperate with the Service and the Montana Fish and Game Commission in the establishment of closed or restricted areas and seasons on the lands and waters within the "proposed boundary" generally depicted on the attached "Exhibit A."

4. The right of first preference in the employment of enrolled members of the Tribe in all instances where the Service contracts for the performance of services with the Tribe, as permitted under Section 703(i) of the Civil Rights Act of 1964 (78 Stat. 241, 257). The Service will encourage enrolled members of the Tribe to qualify for positions at the Recreation Area which are established pursuant to Civil Service regulations.

5. The right of the Tribe to produce and sell native handicraft objects at public recreational facilities which are located on the tribally owned lands included in the Recreation Area in accordance with concession contracts granted to the Tribe. The Service will encourage other concessioners in the Recreation Area to purchase and sell available handicraft items from the Tribe at reasonable prices.

6. To the extent that appropriated funds and personnel are available therefor, the right to consultative or advisory assistance from the Service in the planning of facilities or developments on lands within the Recreation Area in the State of Montana.

C. To administer the tribally owned lands included in the Recreation Area in accordance with the laws and rules otherwise applicable in the Recreation Area; to provide for the care, maintenance, preservation, and restoration of features of pre-historic, historic, scientific or scenic interest on such included lands; to

develop upon the said lands such roads, trails, and other structures or improvements as may be necessary in connection with the administration and protection of the Recreation Area, and to provide other public recreational facilities thereon as needed.

D. To cooperate with the Tribe, within the framework of legal authority, in controlling public use of tribally owned or controlled lands adjacent to the Recreation Area, subject to available fund limitations.

E. To cooperate with the Tribe in any effort of the Tribe to obtain grants or loans and to provide information relative to the Tribe's eligibility under any existing Federal programs for grants or loans for development purposes on the lands within the Recreation Area in the State of Montana.

F. To admit to the Recreation Area without charge enrolled members of the Tribe who seek such entry for the purpose of access to the Reservation or to the shoreline or waters of the reservoir adjoining the Reservation for nonrecreational purposes consistent with the objectives of the Recreation Area. Enrolled members of the Tribe who for recreation purposes use public recreational areas or facilities provided by the Service in the Recreation Area shall be required to pay the established fee.

G. To permit the Tribe, its enrolled members, or authorized representatives—in appropriate instances which will not interfere with public recreational use—to transport livestock, supplies, or materials, across the water and lands under mutually agreed upon terms as to time, conditions, and locations.

H. To cooperate in Indian training programs for the purpose of improving understanding between representatives of both parties to this agreement in the fields of interpretation, conservation, fire protection, search and rescue, historical programs, and fields of that nature, the objective of which is to improve the knowledge of Indians and enhance their employment opportunity.

II. The Tribe agrees:

A. To make available for inclusion within the boundary of the Recreation Area for public recreational use and for the development and administration by the Service of administrative and public-use facilities, in accordance with plans approved by that Service, the tribally owned lands within the "proposed boundary" generally depicted on the attached map ("Exhibit A"), the Tribe agreeing that it is in the best interests of the public and the Tribe to have the said lands so used, developed and administered.

B. To cooperate with the Service in facilitating administration of the Tribal lands as a part of the Recreation Area, as authorized by Act of Congress (Public Law 89-664), and in accordance with regulations which the Secretary of the Interior may prescribe. The authority of the Service to administer the Recreation Area and, in behalf of the Secretary, to prescribe regulations therefor, shall extend to the tribally owned lands included in the Recreation Area.

C. To decline or, in accordance with Section I-B-2 of this agreement, to begin negotiations for, a concession contract or contracts with the Service within 90 days of the receipt of a written request from the Service under which the Tribe would provide, in accordance with Service plans and policies, facilities for public use and enjoyment of the lands included in the Recreation Area in the State of Montana—including but not limited to overnight accommodations, food service, boat rentals, merchandising, such as the sale of boating supplies, camper supplies, food, native Indian handicraft materials, automobile services, including gas and oil supplies, saddle horse service, and such other services and facilities as the Service considers desirable and appropriate. If the Tribe fails to exercise its preferential right in the manner set forth in Section I-B-2 or does not execute the concession contract or contracts offered by the Service, a prospectus will be issued inviting others to provide the same services

and facilities offered to the Tribe. Any concessioner selected as a result of such a prospectus will be authorized and encouraged to sell native Indian handicraft produced by the Tribe.

III. The parties further mutually agree:

✓ A. That the Service and authorized representatives of the Tribe will meet at least once each year to review mutual objectives and programs and to consider other matters of mutual concern which affect the development, protection, and management of the Recreation Area. Such reviews shall take into account the master plan objectives of the Service and the Tribe.

B. To seek such benefits for the Recreation Area as are obtainable under the provisions of the Land and Water Conservation Fund Act of 1965.

C. To utilize the resources of both parties cooperatively to develop an interpretive program for the Recreation Area which will make the maximum use of the historic, scenic, scientific, and human resources of the area for public understanding and appreciation and, where possible, to use qualified members of the Tribe in such interpretive program. Furthermore, to carry out the Crow theme or motif in development programs whenever consistent with the purposes of the Recreation Area.

D. Nothing in this agreement shall impair the treaty or statutory rights of the Tribe and its enrolled members to hunt and fish on lands which are included in the Recreation Area or the rights of the enrolled members of the Tribe to hunt and fish on such lands under Section 2(d) of the Act of July 15, 1958, except that in the interest of public safety the Service may designate zones in the Recreation Area where and periods when no hunting may be permitted.

E. That title to the tribal lands included in the Recreation Area shall remain in the Tribe.

F. That any tribally owned lands, other than those referred to in this agreement, hereafter included or designated as a part of the Recreation Area pursuant to law may be so included or designated only upon consent of the governing body of the Tribe.

G. Nothing in this agreement shall detract from the responsibility of the Secretary of the Interior or the Commissioner of Indian Affairs to administer grazing permits and leases or to exercise other trust responsibilities on the tribal lands included in the Recreation Area; but the Secretary may designate zones or areas where, and establish periods when, grazing may not be permitted on such tribal lands for reasons of public safety, administration, or public use or enjoyment of the Recreation Area.

H. Nothing in this agreement shall deprive the Tribe or any of its members of their rights and remedies available by law.

I. That this agreement shall remain in effect for a term of 50 years, but any part or parts thereof may be amended or modified by mutual written consent at any time: Provided, That no such ~~amendment~~ shall have the effect of withdrawing from Recreation Area purposes any of the tribally owned lands hereby made available by the Tribe for inclusion in the Recreation Area. Nor shall any such amendment diminish any rights of the Service to administration, development, and use of such tribally owned lands or of the rights accorded the Tribe hereunder. This agreement may be renegotiated and subsequently renewed upon its expiration for additional periods of 50 years.

J. That wherever in this agreement the Service is referred to, the term shall include the duly authorized representatives of the Service, and wherever the Tribe is referred to, the term shall include the duly authorized representatives of the Crow Indian Tribe of Montana.

K. No Member of, or Delegate to, Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its general benefit.

IN WITNESS WHEREOF, the said parties have hereunto subscribed their names and affixed their seals.

CROW INDIAN TRIBE OF MONTANA

DEC 1 - 1967

Date

Edwin Deal Bird
Chairman--Crow Tribal Council

ATTEST:

DEC 1 - 1967

Date

Mrs. Pauline Small
Acting Secretary--Crow Tribal Council

UNITED STATES OF AMERICA

NOV 30 1967

Date

Geo. B. Hertzog
By *Geo. B. Hertzog*
Director, National Park Service
Geo. B. Hertzog

Approved:

DEC 1 - 1967

Date

Stewart Udell
Secretary of the Interior