



BUNDY BRIDGE FISHING ACCESS SITE COOPERATIVE AGREEMENT EXTENSION

- 1 This Lease Term Extension Addendum (“Addendum”) is between:
Lessor:
County of Yellowstone
PO BOX 3500, Billings MT, 59107-5000
and
Lessee:
Montana Fish, Wildlife and Parks (“FWP”)
1420 East 6th Avenue, P.O. Box 200701, Helena, MT 59620-0701
collectively, “the Parties.”
- 2 The department and county entered into a Cooperative agreement, dated August 15, 2006 (Exhibit A) establishing responsibilities for construction and improvements, and long-term operations and maintenance for a period of 10 years. That agreement was then renewed for a period of 10 years with a Cooperative Agreement Extension on June 14, 2016 (Exhibit B).
- 3 The parties now desire to enter into a new Cooperative Agreement Extension for a period of 2 years beginning on of the last signature on this extension.
- 4 Except as specifically modified by this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.
- 5 This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Lessee: Montana Fish, Wildlife
and Parks

Lessor: Yellowstone County

Director Christy Clark

Commission Chair

Date

Commission Member

Commission Member

Date

**Bundy Bridge Fishing Access Site
Cooperative Agreement**

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2016

THIS AGREEMENT is made and entered into this 15th day of August, 2006, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is 1420 East Sixth Avenue, PO Box 200701, Helena, MT 59620-0701 (Department) and the County of Yellowstone, whose address is PO Box 35000, Billings, MT 59107-5000 (County).

RECITALS

The County has obtained a Right-of-Way Grant from the Federal Government (Bureau of Land Management), known as the Bundy Bridge Right-of-Way (ROW), located in Yellowstone County, Montana.

The County desires to enhance the area adjacent to the Yellowstone River at the Bundy Bridge as a public fishing access site to the river, all for the use and benefit of the public.

The Department's objectives include access to water-based recreational opportunities for the public.

The Department wishes to assist the County by providing construction and engineering expertise and a grant to facilitate initial development of the site.

The County wishes to provide long-term maintenance and management of the site as part of its public park facilities until such is transferred to the Department.

AGREEMENT

In consideration of the mutual promises, terms and provisions of this agreement, the Department and County agree to the terms and provisions set forth below:

1. Purpose: The purpose of this Agreement is to establish responsibilities for initial construction of the access site improvements, and long-term operation and maintenance responsibilities, all according to the terms and conditions outlined in this Agreement. The County retains the right to transfer its interest to the Department along with all maintenance and operations responsibilities except for law enforcement coverage.
2. Term: The term of this Agreement shall be for a term of ten (10) years from the date first written above.
3. Construction: The Department agrees to design the access and the facilities at the Bundy Bridge Fishing Access Site, including an access road including a hard crossing of the back channel, parking, a boat ramp, signage and vault toilet. Further, the Department has approved a \$35,000 motorboat grant to aid in the development of this project.

Bundy Bridge Fishing Access Site Cooperative Agreement

A. The initial phase will be completed by the County and will include the furnishing and installation of a culvert and crossing of the backwater channel along with gravel parking area and access road materials. This phase will be completed in 2006.

B. Subsequent phases will be completed by either the Department or the County and may include vault toilet, concrete boat ramp, guardrail, emergency repairs, and other items as agreed to by both parties. This work may be completed by either the Department or the County or by Contract.

The County will be afforded the opportunity to review and comment on the design plans until both parties agree to the final design prior to construction of the facilities.

4. Operations and Maintenance:

A. The County agrees to participate in the operation and maintenance of the Bundy Bridge Fishing Access Site located at Bundy Bridge under the following terms and conditions:

i. The County will maintain the "old" petition #132 right-of-way from its departure of the "new" right-of-way, and all other constructed roads and parking areas in good repair and safe condition for public access.

ii. The County will control weeds in accordance with the County's weed control policies on the Bundy Right-Of-Way.

iii. Even though the site is to remain open all year, neither the County nor the Department is obligated to plow or remove snow from the site or the road at any time.

iv. The County will provide law enforcement coverage by the Sheriff's Office for crimes under its jurisdiction. The County will maintain all gravel surfacing up to three (3) times per year as needed.

B. The Department agrees to participate with the County in the operation and maintenance of the Bundy Bridge Fishing Access Site located at Bundy Bridge under the following terms and conditions:

i. The Department will perform normal Fishing Access Site maintenance activities, based upon the normal schedule, type and duration as other area FASs owned and operated by the Department. This includes, but is not limited to, litter pickup, fence maintenance, sign installation and maintenance, boat ramp maintenance and cleaning, and latrine maintenance and pumping, if and once installed.

Bundy Bridge Fishing Access Site Cooperative Agreement

ii. The Department will build and maintain fences and signage around the Bundy Bridge Fishing Access Site in good repair.

iii. The Department will provide law enforcement coverage by the local Fish and Game Warden for crimes under its jurisdiction at the usual schedule and during times determined by the local Fish and Game Warden.

5. Costs: Both the County and the Department will pay for their respective portions of the operation, upkeep, and maintenance costs as described above in Section 4.A and 4.B.

6. Nondiscrimination: Both the County and the Department will not discriminate against any individual or group because of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry in its operation or administration of the Bundy Bridge Fishing Access. The County and the Department will comply with all laws pertaining to the Equal Opportunity Act and the Fair Labor Standards Act.

7. Assignment: The County shall not assign its interest in this Agreement, in whole or in part, to any person or entity, other than the Department, without the written approval of the Department.

8. Remedies: If the County defaults in the performance of any term or condition of this Agreement, or otherwise violates any provision, the Department may give the County written notice of such default or violation, after which the County will have 30 days to cure the default or violation. To constitute a notice under this paragraph, the notice must indicate that it is given pursuant to this paragraph. If the County fails to cure the default or violation within this 30-day period, the Department may, at its discretion, terminate this Agreement, or seek any other remedy available to it under the law, including without limitation, specific performance or other equitable relief.

If the Department defaults in the performance of any term or condition of this Agreement, or otherwise violates any provision, the County may give the Department written notice of such default or violation, after which the Department will have 30 days to cure the default or violation. To constitute a notice under this paragraph, the notice must indicate that it is given pursuant to this paragraph. If the Department fails to cure the default or violation within this 30-day period, the County may, at its discretion, terminate this Agreement, or seek any other remedy available to it under the law, including without limitation, specific performance or other equitable relief.

9. Liaison: The Department designates its Region 5 Supervisor, 2300 Lake Elmo Drive, Billings, Montana, 59105, to act as liaison between the Department and County for the operation of this Agreement. The County designates the County Commission Chair, 217 N. 27th Street,

Bundy Bridge Fishing Access Site Cooperative Agreement

Billings, Montana, 59101, to act as liaison between the County and the Department for the operation of this Agreement.

10. Hold Harmless and Indemnification: The Department shall hold harmless, indemnify and defend the County and its employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the designated fishing access site unless due, in whole or in part, to the negligence or willful misconduct of the County or its agents, employees, or contractor.

The County similarly agrees to hold harmless, indemnify and defend the Department and its employees, agents and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the designated fishing access site unless due, in whole or in part, to the negligence or willful misconduct of the Department or its agents, employees, or contractor.

11. Modifications: This document constitutes the sole and entire agreement between the Department and County. No statements, promises, or inducements made by either party that are not contained in this Agreement are valid or binding unless evidenced in writing and signed by both parties.

12. Termination: This agreement may be terminated as follows:

- A. Termination Due to Loss of Funding. This agreement may be terminated in whole or in part, at the discretion of either party, in the event that either party suffers a loss or termination of funding in whole or in part so that it is unable to fulfill the agreement. In this event, that party will give the other party written notice setting forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding and changes in the approved budget.
- B. Termination Due to Noncompliance with Agreement Terms. If either party determines that the other party has failed to comply with the general terms and conditions of this agreement and if upon notification of the failure the other party does not remedy the deficiency within a reasonable period of time of not less than 30 days, to be specified in the notice, this agreement may be terminated in whole or in part. The party terminating will promptly notify the other party in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.

**Bundy Bridge Fishing Access Site
Cooperative Agreement**

IN WITNESS WHEREOF, the Department and County have executed this Agreement.

Montana Fish, Wildlife and Parks

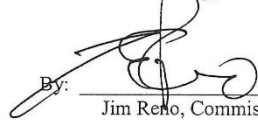
County of Yellowstone

By: 
Director

By: 
John Ostlund, Commission Chair

 10/24/06
Fish, Wildlife & Parks Legal Review

By: 
Bill Kennedy, Commission Member

By: 
Jim Reno, Commission Member

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Exhibit A

Bundy Bridge Fishing Access Site

Cooperative Agreement Extension

This Agreement Extension is made and entered into this 14 day of June, 2016, between the Montana Department of Fish, Wildlife and Parks, whose main address is 1420 East Sixth Avenue, P.O. Box 200701, Helena, MT 59620, (Department), and the County of Yellowstone, whose address is PO Box 35000, Billings, MT 59107-5000 (County).

RECITALS

The Department and County entered into that certain Cooperative Agreement, dated August 15, 2006 (attached), providing for the parties to establish responsibilities for initial construction of the access site improvements, and long-term operations and maintenance responsibilities for a period of 10 years, which expires on August 14, 2016.

The parties now desire that all terms and conditions of the 2006 Cooperative Agreement be renewed for a period of ten years, and be automatically renewed for additional ten year terms unless either party gives written notice of termination as provided for within the agreement or within 30 days before any renewal period.

The parties understand that any future construction and/or site improvements would require an additional amendment to the Agreement, and be subject to the approval of both parties.

AGREEMENT

In consideration of the mutual promises, terms and provisions set forth in the original Cooperative Agreement, the parties hereby agree to extend the Cooperative Agreement and all terms and conditions of the Cooperative Agreement shall remain in full force and effect.

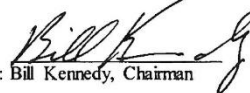
IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement Extension on the day and year first written above.

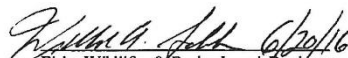
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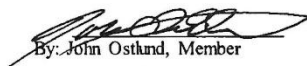
Montana Fish, Wildlife and Parks

County of Yellowstone

By: 
Director

By: 
Bill Kennedy, Chairman


Fish, Wildlife & Parks Legal Review

By: 
John Ostlund, Member

By: 
James E Reno, Member

Exhibit B