

City/County Joint Airport Board Meeting Agenda

November 28, 2017

1:00 PM at the Gardiner Chamber of Commerce, Gardiner, MT

Agenda Items

Meeting Call to Order- Chairman Sundling

Approval of Minutes from Previous Meeting

Discussion with the Yellowstone National Park Service officials about the signed Memorandum of Understanding for Gardiner Runway Repairs *

Public Discussion

Claims Audit & Signing

Next Meeting January 24, 2017 (?) 12:00 Noon at Mission Field

Adjourn

***MOU attached**

MEMORANDUM OF UNDERSTANDING

Between

**NATIONAL PARK SERVICE
Yellowstone National Park**

And

PARK COUNTY, MONTANA

Regarding

USE AND MAINTENANCE OF THE GARDINER AIRPORT

This Memorandum of Understanding (hereafter MOU) between the Park County, Montana (hereafter County) and the National Park Service (hereafter NPS), Yellowstone National Park, sets forth the roles and responsibilities of the parties regarding the use and maintenance of the Gardiner airport.

Article I – Background and Objectives

The NPS and County have a mutual need to maintain the airport. NPS is responsible for ninety percent of the use of the airport. As the primary user, NPS agrees to perform the maintenance of the airport in exchange for non-exclusive, unlimited use of the airport.

Article II – Authority

1. National Park Service Organic Act of August 1916
54 U.S.C. Sections 100301-100302

WHEREAS the NPS, in accordance with applicable Federal laws and regulations, is responsible for and has jurisdiction over the use and management of lands within the boundaries of YNP; and

WHEREAS the NPS is the primary user of the airport; and

WHEREAS County owns and operates the airport in Gardiner, Montana and allows the NPS non-exclusive unlimited landing at said facility.

NOW, THEREFORE, the parties agree to the following:

Article III. Add scope of work

The NPS shall provide materials, equipment and labor to complete pavement preservation maintenance of the airport runway.

Article IV. Maintenance and Operational Responsibilities

NPS: 1) seal all cracks on the runway; 2) seal the entire runway surface with a "slurry seal" type pavement preservation treatment; 3) sweep the entire runway surface; and 4) re-paint all runway markings as designated by County.

County: Operate the Gardiner Airport and allow the NPS non-exclusive unlimited landing at said facility.

Article V. Term of Agreement

The term of this agreement will be for five (5) years from the date of signature below.

Article VI. Key Officials

Project Officers, for the purpose of administering the agreement, are:

NPS Designated Project officer

Steve Iobst, Deputy Superintendent
Yellowstone National Park
P.O. Box 168
Yellowstone National Park, Wyoming 82190
Phone: (307) 344-2002

County Designated Project Officer

Marty Malone, Commissioner
Park County
414 Callendar Street
Livingston, Montana 59047
Phone: (406) 222-4100 Fax: (406) 222-4160

Article VII – Funding

No funds will be exchanged under this Agreement. Cooperating services will be conducted as set forth in Article III. The agencies shall not bill each other for the services rendered for initial response to agency assist. Each party shall bear its own costs for furnishing services under this Agreement, and neither party shall claim reimbursement for costs from the other party.

Nothing in this Memorandum of Understanding shall be construed as obligating either party hereto to the expenditure of funds or for future payment of money in excess of appropriations authorized by law.

Each agency will be responsible for the salaries and operating expenses of their own employees.

Note Article IX below.

Article VIII - Prior Approval

Not Applicable

Article IX - Reports

Not Applicable

Article X - Property Management and Disposition

Not Applicable

Article XI- Modification and Termination

This Agreement may be modified only by written instrument executed by both parties. This Agreement may be terminated by either party upon 60-day advance written notice. Amendments to this Agreement may be proposed at any time by either party and shall be effective upon written approval by both parties.

Article XII - Standard Clauses

A. Civil Rights

During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of the Interior - Civil Rights Assurance Certification, non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

B. Promotions

The County will not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, bureau, or Government employee endorsement of a product, service, or position which the repository represents. No release of information relating to this Agreement may state or imply that the Government approves of the Repository's work product, or considers the Repository's work product to be superior to other products or services.

C. Public Information Release

1. **Public Information**

- (a) The County will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies Federal Government, Departmental, bureau, or Federal Government employee endorsement of a product, service, or position which the County represents. No release of information relating to this Agreement may state or imply that the Federal Government approves of the work product of the [Partner] or considers the [Partner's] work product to be superior to other products or services.
- (b) The County will ensure that all information submitted for publication or other public releases of information regarding this project will carry the following disclaimer:

“The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.”
- (c) The County will obtain prior NPS approval from the regional public affairs office for any public information release that refers to the Department of the Interior, any bureau or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted to the key official, who will forward such materials to the public affairs office, along with the request for approval.
- (d) The County agrees to include the above provisions of this Article in any sub-award to any sub-recipient, except for a sub-award to a state government, a local government, or to a federally recognized Indian tribal government.


2. **Publications of Results of Studies**

No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publication of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contributing to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.

Article XIII – Signatures

In witness hereof, the parties hereto have executed this Agreement on the dates set forth below.


FOR THE NATIONAL PARK SERVICE:



NPS Designated Officer
Steven F. Iobst, Deputy Superintendent
Yellowstone National Park
P.O. Box 168
Yellowstone National Park, Wyoming 82190
Phone: (307) 344-2002

5/16/2016
Date

FOR PARK COUNTY, MONTANA



Designated Officer
Marty Malone, Commissioner
Park County
414 Callendar Street
Livingston, Montana 59047
Phone: (406) 222-4100 Fax: (406) 222-4160

5/19/16
Date



Designated Officer
Clint Tinsley, Commissioner
Park County
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Phone: (406) 222-4100 Fax: (406) 222-4160

5/19/16
Date



Designated Officer
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Park County
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5/19/16
Date