

# “MONTANA’S GARDINER GATEWAY PROJECT”

## MEMORANDUM OF UNDERSTANDING

Between

This Memorandum of Understanding (“MOU”) is entered into by and between the following (who also may be referred to herein individually or collectively as “parties” or “partners”): the United States Department of the Interior, National Park Service, through the Superintendent of Yellowstone National Park (“YNP”), Gardiner Chamber of Commerce (“Chamber”), Greater Gardiner Community Council (“GGCC”), Park County, Montana (“County”), National Parks Conservation Association (“NPCA”), Montana Department of Transportation (“MDT”), State of Montana, Governor’s Office (“State”), Western Federal Lands Highway Division, Federal Highways (“WFLHD”), Yellowstone Association (“YA”), Yellowstone Park Foundation (“YPF”), National Park Foundation (“NPF”), Montana Department of Commerce (“MDC”), Yellowstone Country Montana, Inc. (“Yellowstone Country”), and Gallatin National Forest (“GNF”)

### ARTICLE I – BACKGROUND AND OBJECTIVES

Yellowstone National Park’s north entrance located in Gardiner, Montana shares a rich history with the community of Gardiner, Park County, and the State of Montana. As times have changed, this historic gateway to the world’s first national park faces a variety of challenges from the impacts of 21<sup>st</sup> century visitation. The boundary of “Montana’s Gardiner Gateway Project” (hereinafter “Gardiner Gateway Project” or “project”) is delineated in Figure 1 and is defined as properties adjacent to Park Street, Roosevelt Arch, Arch Park, the original downtown of Gardiner including Main Street and the Gardiner Business District Corridor (extending north along highway 89 from the intersection of Park Street through the end of Gardiner).

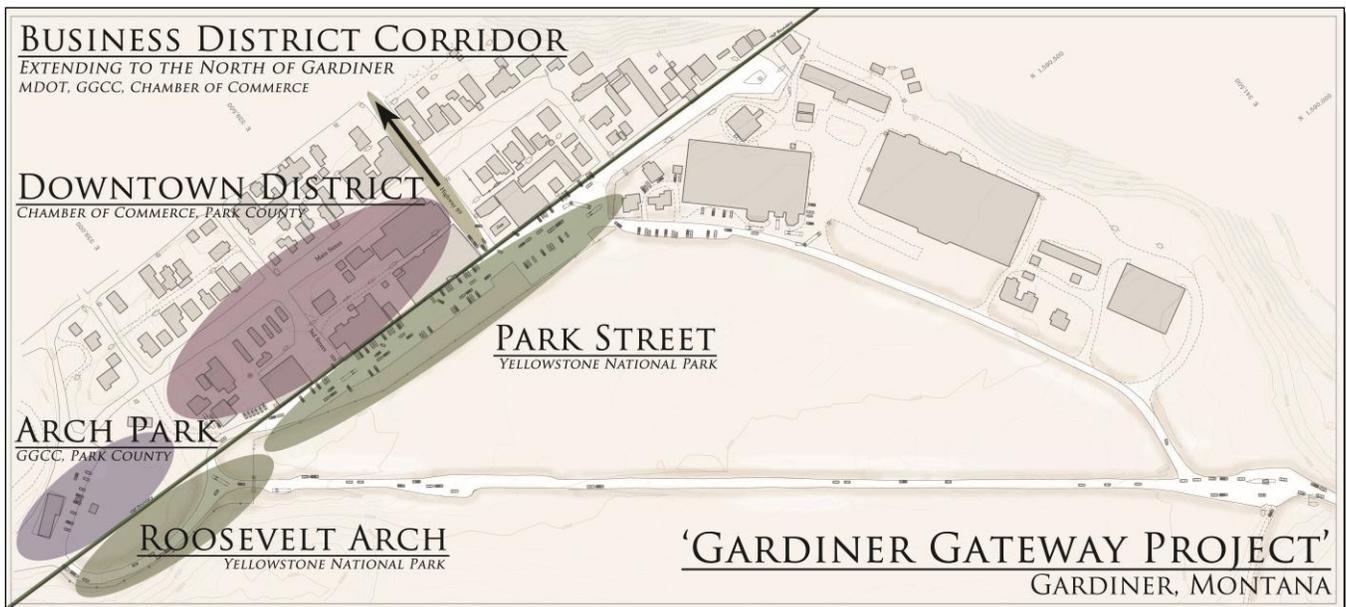


Figure 1- Location of Gardiner Gateway Project

Park Street, the east-west running street in Gardiner, Montana fronts Yellowstone National Park and has been Gardiner’s most prominent street since James McCartney settled near its east end in late 1879. No structures are located on the south side, and it runs parallel to the north boundary of Yellowstone National Park. When the town of Gardiner was established, the park’s north boundary was not yet surveyed and this fact caused town builders to crowd their buildings up to the park line, assuming the boundary was farther south. Today the sidewalk extending along the north side of Park Street is built upon the park’s boundary, so that a person entering a town building is simultaneously exiting the park. Therefore the street’s single sidewalk, two paved driving lanes, and south side (dirt and gravel parking) are all contained within the park. Thus, Park Street represents a shared boundary, forever entwining the community of Gardiner, Montana, Park County, the State of Montana, and Yellowstone National Park.

The objective of this MOU is to formalize an agreement among the signatories (“partners”) to launch a multi-agency Steering Committee tasked with directing and coordinating the planning, design, phasing, and construction of the “Gardiner Gateway Project.” The project will focus on collective solutions to fundamental health, life and safety issues associated with vehicular traffic congestion, parking, streets, pedestrian access/sidewalks, drainage/utilities, infrastructure, lighting, public restrooms, park facilities, signage, and other public amenities. Additional themes, or components, of the project include economic development, marketing/advertising, tourism, and business development for the community of Gardiner, Park County, the State of Montana, and Yellowstone National Park.

**Goals:**

- Adhere to YNP’s Environmental Assessment (EA) and the signed Finding of No Significant Impact (FONSI) for portions of the North Entrance and Park Street within YNP, completed October 2011, to:
  1. *Develop the infrastructure necessary at the North Entrance Station to improve traffic flow and alleviate congestion during ‘Peak Use’ as well as provide adequate facilities for park employees;*
  2. *Improve vehicular circulation and provide safer parking conditions along Park Street and the Gardiner Transportation Center, by reducing exposure of visitors and employees to active traffic movements;*
  3. *Improve visitor experience and aesthetics throughout the project area. Improve safety and access to the Roosevelt Arch through expansion of visitor parking, walkways, facilities, and improvement of traffic and pedestrian flow; and*
  4. *Meet the needs of the plan while protecting the values and purposes for which YNP was set aside, especially those natural and cultural resources in the area of the North Entrance and Park Street.*
- Enhance the economic vitality of Gardiner, Montana, the oldest entry portal to YNP and the State of Montana. Annual visitation to the park exceeds 700,000 visitors, who arrive in and exit Gardiner along Park Street and Highway 89.
- Preserve the sense of community and way of life for residents of Gardiner, while providing the necessary infrastructure to support the hundreds of thousands of seasonal visitors who enter and exit YNP and the State of Montana annually.
- Provide public restrooms, points of interests for visitors, safe walkways, and access to local businesses, and address deficiencies with infrastructure, which currently is inadequate to handle summer visitation.
- Acknowledge and celebrate the National Park Service’s 100<sup>th</sup> anniversary in 2016 by showcasing completed aspects of the Gardiner Gateway Project.
- Establish an organizational framework to efficiently communicate and to direct the Gardiner Gateway Project, as well as provide a structure to address future planning and projects.

Project planning and design is expected to begin in 2012 with an estimated construction completion date of 2016, coinciding with the 100<sup>th</sup> anniversary of the National Park Service. Implementation is anticipated to be completed in phases pursuant to a funding plan that will be developed by the partners to this MOU. Efforts will be made to minimize the impact of construction on local businesses, residents, YNP operations, and visitors.

## **ARTICLE II - ORGANIZATION**

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### **Executive Committee:**

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The Executive Committee consists of the Key Officials defined in Article V of the MOU and is tasked with overseeing the completion of the project for the 2016 centennial event and campaign, funding strategy, and regional coordination. Members of the Executive Committee, or their designees, shall meet quarterly.

### **Steering Committee:**

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The Steering Committee consists of representatives from the following, who are tasked with the planning and design of the Gardiner Gateway Project and implementing the overall direction set forth by the Executive Committee. The Steering Committee shall meet monthly.

- National Park Service, Yellowstone National Park
- Gardiner Chamber of Commerce
- Greater Gardiner Community Council
- Park County Commission, Montana
- Montana Department of Transportation
- Montana Department of Commerce
- Yellowstone Association
- Western Federal Lands Highway Division, Federal Highways

**Project Delivery**

The Steering Committee is charged with the following responsibilities. These responsibilities are not intended to and shall not alter existing legal obligations and authorities of any of the partners or any other entity with which the Steering Committee works, consults, or advise.

- Refine the project (both its substance and timeline)
- Work with any contracted technical assistance, including the 2012 Transportation Scholar
- Lead the planning, design, and construction of the project
- Organize and apply for project related grants
- Manage funded projects/grants
- Provide overall coordination, management, and decision making
- Conduct marketing, promotion, and advertising
- Develop public information and gain additional public/private support
- Encourage economic development
- Provide construction oversight

**Supporting Partners:**

Supporting Partners are those partners who support the overall goals and direction of the Gardiner Gateway Project and who may participate and provide valuable assistance for any aspect of planning and implementation.

- National Parks Conservation Association
- National Park Foundation
- Yellowstone Park Foundation
- Yellowstone Country
- Gallatin National Forest

**ARTICLE III – STATEMENT OF WORK**

## 1. YNP will:

- a. Act as project lead on properties administered by the NPS, including Park Street, the Roosevelt Arch, and portions of Arch Park
- b. Provide a representative to participate as an active member of the Steering Committee
- c. Attend meetings and provide support and technical assistance in facilitation, planning, and design within the project boundary including areas adjacent to YNP
- d. Manage the role of and supervise the Transportation Scholar
  - i. Coordinate the Steering Committee to develop a work strategy for the 2012 Transportation Scholar
- e. Allow the use of the official agency logo, as provided in Article VII.

## 2. Chamber will:

- a. Co-lead the project on properties located outside the park and in the State of Montana, targeting public restrooms, visitor information, the original downtown Gardiner and the Gardiner Business District Corridor.
  - i. Administer the components of the project not within the jurisdiction of another partner or agency
  - ii. Conduct fund-raising for the project and fiscal management of components of the projects, as directed by the Steering Committee
  - iii. Represent the widespread Chamber membership in all phases of the project
  - iv. Provide leadership in establishing a fundraising strategy, project goals, and objectives
- b. Provide a representative to participate as an active member of the Steering Committee
- c. Attend meetings, facilitate communication, and manage feedback from Chamber members
- d. Maintain a record of all meetings and decisions related to the project
- e. Allow the use of the official agency logo, as provided in Article VII.

## 3. GGCC will:

- a. Co-lead the project on properties located outside the park and in the State of Montana, targeting Arch Park, the reconstruction of the Gardiner Depot, and the Gardiner Business District Corridor extending along Highway 89 to the north of town.
  - i. Administer said components of the project not within the jurisdiction of another partner or agency
  - ii. Conduct fund-raising for the project and fiscal management of components of the projects, as directed by the Steering Committee
  - iii. Represent the widespread community of Gardiner throughout all phases of the project.
  - iv. Provide leadership in establishing a fundraising strategy, project goals, and objectives
- b. Provide a representative to participate as an active member of the Steering Committee

- c. Attend meetings, facilitate communication, and manage feedback from the community and GGCC members
  - d. Allow the use of the official agency logo, as provided in Article VII.
4. County will:
- a. Co-lead the project on properties owned by the County.
  - b. Attend meetings and provide support and technical assistance in grant writing, policy, design, and planning
    - i. Assist the stakeholders in writing and managing grants
    - ii. Permit the GGCC to identify Park County as a supporter of the Project to the extent of:
      - 1. Identifying Park County as a supporter of the Project on promotional materials and correspondence (conditioned on GGCC obtaining prior written approval before any such identification is made)
      - 2. Provide support and services for the Project, including, but not limited to:
        - a. Provide general technical staff assistance from the County Community Development Department and Planning Department;
        - b. Provide information and assistance in locating additional funding and other support for the project, including assistance in writing grant applications
  - c. Provide a representative to participate as an active member of the Steering Committee
  - d. Allow the use of the official agency logo, as provided in Article VII.
5. Montana Department of Transportation will:
- a. Attend meetings and provide technical support and agency information throughout all phases of the project, including but not limited to transportation planning, grant writing, engineering, construction management, and contract administration on Highway 89 north of the park boundary.
  - b. Act as project lead on properties administered by the State, including the Highway 89 right of way
  - c. Provide a representative to participate as an active member of the Steering Committee
  - d. Allow the use of the official agency logo, as provided in Article VII.
6. Montana Department of Commerce will:
- a. Provide support and technical assistance in marketing, economic development, grant writing, marketing, and planning
  - b. Provide a representative to participate as an active member of the Steering Committee
  - c. Allow the use of the official agency logo, as provided in Article VII.
7. YA will:
- a. Provide support and technical assistance in marketing and planning
  - b. Provide a representative to participate as an active member of the Steering Committee
  - c. Allow the use of the official agency logo, as provided in Article VII.
8. WFLHD will:
- a. Provide support and technical assistance in design, engineering, contracting, contract administration and construction
  - b. Provide a representative to participate as an active member of the Steering Committee
  - c. Allow the use of the official agency logo, as provided in Article VII.
9. NPCA will:
- a. Provide support and technical assistance in marketing and planning
  - b. Allow the use of the official agency logo, as provided in Article VII.
10. NPF will:
- a. Provide support and technical assistance in transportation planning/engineering, marketing and planning
    - i. Responsible for providing YNP a Transportation Scholar for 12 months
  - b. Allow the use of the official agency logo, as provided in Article VII.
11. YPF will:
- a. Provide general support and representation at meetings and community events
  - b. Serve as the fiscal agent for funding transfers, if needed
  - c. Allow the use of the official agency logo, as provided in Article VII.
12. Yellowstone Country Montana, Inc. will:
- a. Provide support and technical assistance in marketing and planning
  - b. Allow the use of the official agency logo, as provided in Article VII.
14. Gallatin National Forest will:
- a. Provide general support and representation at meetings and community events
  - b. Serve as the fiscal agent for funding transfers, if needed
  - c. Allow the use of the official agency logo, as provided in Article VII.

## **ARTICLE IV – TERM OF MEMORANDUM OF UNDERSTANDING**

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This MOU will be effective for a period of five years from the date of final signature, unless terminated earlier pursuant to Article VIII.

## **ARTICLE V – KEY OFFICIALS**

Key Officials are essential to ensure maximum coordination and communication between the parties and the work being performed. The Key Officials serve in an ex officio capacity (meaning that while they are identified by name of the individual currently holding the listed office or position, if or when they are succeeded in office, the successor will automatically replace them as a Key Official). The Key Officials are:

Daniel Bierschwale, President  
**GARDINER CHAMBER OF COMMERCE**  
 PO Box 81  
 Gardiner, MT 59030  
 406-848-7971

Bill Berg, President  
**GREATER GARDINER COMMUNITY COUNCIL**  
 PO Box 61  
 Gardiner, MT 59030  
 406-223-2565

Dan Wenk, Superintendent  
**YELLOWSTONE NATIONAL PARK**  
 PO Box 168  
 Mammoth, WY 82190  
 307-344-2624  
 307-344-2626 (fax)

Clara Conner, Division Engineer  
**WESTERN FEDERAL LANDS HIGHWAY DIVISION**  
 610 East Fifth Street  
 Vancouver, Washington 98661-3801  
 360 619-7702  
 360-619-7846 (fax)

Marty Malone, Commissioner  
 Randy Taylor, Commissioner  
 Jim Durgan, Commissioner  
**PARK COUNTY, MONTANA**  
 414 E. Callender St  
 Livingston, MT 59047  
 406- 222-4100  
 406- 222-4160 (fax)

Mary Erickson, Forest Supervisor  
**GALLATIN NATIONAL FOREST**  
 PO Box 130  
 Bozeman, MT 59771  
 406- 587-6701  
 406- 587-6758 (fax)

Jeff Brown, Executive Director  
**YELLOWSTONE ASSOCIATION**  
 308 Park Street  
 Gardiner, MT 59030  
 406-848-2845  
 406-848-2847 (fax)

Karen Bates Kress, President  
**YELLOWSTONE PARK FOUNDATION**  
 222 East Main Street, Suite 301  
 Bozeman, MT 59715  
 406-586-6303

Theresa Pierno, NPCA Executive Vice President  
**NATIONAL PARKS CONSERVATION ASSOCIATION**  
 Northern Rockies Regional Office  
 PO Box 2007  
 Livingston, Montana 59047  
 406-222-2268  
 406-222-2260 (fax)

Susan Newton, Vice President, operations  
**NATIONAL PARK FOUNDATION**  
 1201 Eye St, NW, Suite 550B  
 Washington, DC 20005  
 202-354-6479

Robin Hoover, Executive Director  
**YELLOWSTONE COUNTRY MONTANA, INC**  
 Yellowstone Country Regional Tourism Commission  
 PO Box 3048  
 Bozeman, MT 59772  
 800-736-5276

Dore Schwinden, Director  
**MONTANA DEPARTMENT OF COMMERCE**  
 PO Box 200501  
 Helena MT 59620-0501  
 406-841-2700  
 406-841-2701 (fax)

Jeri Duran, Division Administrator  
**MONTANA OFFICE OF TOURISM**  
 PO Box 200533  
 Helena, MT 59620  
 406-841-2872  
 406-841-2871 (fax)

Tim Reardon, Director  
**MONTANA DEPARTMENT OF TRANSPORTATION**  
 2701 Prospect Avenue  
 PO Box 201001  
 Helena MT 59620-1001  
 406-444-6201

Brian Schweitzer, Governor  
**STATE OF MONTANA**  
 Office of the Governor  
 Montana State Capitol Bldg  
 PO Box 200801  
 Helena MT 59620-0801  
 406-444-3111  
 406-444-5529 (fax)

**1. Communications**

All parties will be responsible to coordinate communications to Key Officials, who are responsible to communicate as they deem appropriate to their respective membership, regarding this MOU and work being performed.

**2. Adding Parties to the MOU**

Advance written notice must be provided to all parties when a modification of the MOU is proposed to add a party. The notice will include an explanation with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this MOU. Adding additional parties will be made only by written modification to this MOU in accordance with Article VIII.

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**ARTICLE VI – REPORTS AND/OR OTHER DELIVERABLES**

Expected deliverables include the development of a website, brochures, literature, and plans.

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**ARTICLE VII – PROPERTY UTILIZATION, PROMOTIONS, AND PUBLIC INFORMATION**

1. Use of the official logo of a partner to this MOU requires the express consent of the partner.
2. Partners interested in using project documents which state or imply endorsement by other partners, through use of logos or other means, such as in exhibits, press releases, publications, circulations, promotional material (including advertisements and press releases) must submit the documents to the other partners for review and provide 10 days for formal approval or disapproval.
3. Unless approval is obtained as provided in paragraph 2, the partners 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 governmental employee endorsement of a product, service, or position. Unless approval is obtained as provided in paragraph 2, no release of information relating to this MOU may state or imply that a government agency approves of the partners’ work product, or considers the partners’ work product to be superior to other products or services.

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**ARTICLE VIII – MODIFICATION AND TERMINATION**

1. This MOU will be reviewed by the Steering Committee and revised by the Executive Committee, annually or as needed. All modifications will require written agreement of the Executive Committee.
2. Funding for planning, design, contracting, administration of contracts, and construction may be transferred between parties, as authorized by law, using a separate Cooperative Agreement in order to obligate federal funds for the purpose.
3. Parties understand and agree that they must execute a separate Cooperative Agreement, as authorized by law, in order to obligate federal funds or transfer funding for additional phases of the project.
4. Determination of lead agency under this MOU for contracting, design/engineering, and construction administration purposes may be amended with written agreement of all parties.
5. Any party may terminate their participation in this MOU by providing 14 days written notice to the other parties.

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**ARTICLE IX – COMPLIANCE WITH LAWS**

1. **Civil Rights**  
 During the performance of this MOU, the parties agree to abide by the terms of all applicable federal, state, or local laws, rules, and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. In accordance with Mont. Code Ann. § 49-3-207, any contract entered into under this MOU must contain a provision that the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. During the performance of this MOU, the parties agree to abide by the terms of the 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.

**ARTICLE X – SIGNATURES**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**For the GARDINER CHAMBER OF COMMERCE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the GREATER GARDINER COMMUNITY COUNCIL**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For YELLOWSTONE NATIONAL PARK**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the WESTERN FEDERAL LANDS HIGHWAY DIVISION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For PARK COUNTY, MONTANA**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the GALLATIN NATIONAL FOREST**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the YELLOWSTONE ASSOCIATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the YELLOWSTONE PARK FOUNDATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the NATIONAL PARKS CONSERVATION ASSOCIATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the NATIONAL PARK FOUNDATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For YELLOWSTONE COUNTRY MONTANA, INC**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the MONTANA DEPARTMENT OF COMMERCE**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the MONTANA OFFICE OF TOURISM**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the MONTANA DEPARTMENT OF TRANSPORTATION**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**For the STATE OF MONTANA**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_