

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA FE COUNTY
AND
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
FOR THE MAINTENANCE OF EL CAMINO REAL DE TIERRA ADENTRO
NATIONAL HISTORIC TRAIL BUCKMAN ROAD SEGMENT RETRACEMENT
TRAIL**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into on this 18th day of August 2016, by and between Santa Fe County (hereinafter "County") and the United States Department of the Interior, Bureau of Land Management (hereinafter "BLM").

RECITALS

WHEREAS, the County and BLM have entered into a Memorandum of Agreement with the Federal Highway Administration, Central Federal Lands Highway Division (FHWA-CFLHD) to construct a recreational trail retracing the historic route of El Camino Real de Tierra Adentro National Historic Trail, Buckman Road Segment (see Exhibit A attached hereto); and

WHEREAS, the trail will be managed as a retracement trail of El Camino Real de Tierra Adentro National Historic Trail; and

WHEREAS, a portion of the trail will be constructed on land under the jurisdiction of the BLM, Taos Field Office; and

WHEREAS, the BLM has agreed to accept the portion of the trail under its jurisdiction as part of the BLM trail system once it is constructed; and

WHEREAS, the County has agreed to maintain the trail once it is constructed.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES as follows:

I. PURPOSE

The purpose of this MOU is to provide for the maintenance of the El Camino Real de Tierra Adentro National Historic Trail, Buckman Road Segment Retracement Trail within BLM lands in T17N, R8E, Sections 21, 22, 26 and 35, N.M.P.M., depicted as Segments 2 and 2A on Exhibit B attached hereto (hereinafter "Trail").

II. AUTHORITIES

- A. The Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)). Omnibus Consolidated Appropriations Bill of 1997, P.L. 104-208.
- B. The National Trails System Act of 2009 (P.L. 90-543)
- C. The National Trails System Memorandum of Understanding (06-SU-11132424-196) among the US Department of Interior Bureau of Land Management, National Park Service, US Fish and Wildlife Service US Department of Agriculture Forest Service, US Department of the Army Corps of Engineers and the US Department of Transportation Federal Highway Administration
- D. Executive Order 13195-Trails for America in the 21st Century 2001
- E. Memorandum of Understanding (01-SU-11130124-096) for the Administration and Management of National Historic and National Scenic Trails among the US Department of the Interior Bureau of Land Management, National Park Service, and the US Department of Agriculture Forest Service and the US Department of Transportation Federal Highway Administration and the National Endowment for the Arts.

III. MUTUAL UNDERSTANDING AND AGREEEMNT

- A. BLM reserves the right to manage resources and resource use on land under their respective jurisdictions.
- B. This MOU does not supersede existing MOUs with other cooperating organizations nor does it prevent the BLM from entering into MOUs with other cooperating organizations.
- C. This MOU does not require the BLM to obligate funding for the maintenance of the Trail, nor does this MOU prevent the BLM from maintaining or constructing improvements to the Trail within their jurisdictions at their sole discretion, and at their own cost.
- D. Subject to Section X below (DISPOSITION OF PROPERTY) any materials provided by the BLM for the maintenance, repair or improvement of the Trail, will remain the property of the providing agency.

IV. ROLES AND RESPONSIBILITIES

A. County will:

1. Designate the Open Space and Trails Maintenance Foreman to act as the liaison with BLM for the purpose of this MOU.
2. Notify the BLM by email at least seven calendar days prior to any trail maintenance activity. This includes grubbing to maintain side slope or repair tread, brushing and/or pruning vegetation, clearing debris, obstructions or safety hazards, repair and/or construction of drainage features, and repair or replacement of signs or other markers.
3. Maintain the Trail in reasonable condition and in accordance with the construction specifications and applicable federal regulations.
4. Provide all necessary labor, equipment and materials to maintain the Trail.
5. Conduct an inspection of the Trail three times per year, in the Spring (February-April), Summer (May-July), and Fall (August-October).
6. Respond to and take action to correct any damage or other physical condition that may be hazardous to trail users within five working days of when the condition was reported.
7. Submit a Trail Maintenance Report and three Trail Inspection forms, in a format mutually agreed to by the parties, to BLM annually within 30 days of the anniversary of the effective date of this MOU.
8. Submit plans to BLM for prior approval by the Authorized Officer of any proposed changes to the as-built Trail before beginning work. If BLM does not respond within 30 calendar days of receipt of the County's plans, the plans will be deemed rejected.

B. BLM will:

1. Designate the Taos Field Office Outdoor Recreation Planner to act as the liaison with the County for the purpose of this MOU.
2. Provide oversight and coordination of maintenance activities as necessary.
3. Make a reasonable effort to complete the review of plans submitted by the County within 30 calendar days of receipt. The BLM may approve the

plans as submitted, require changes to the plans as a condition of granting approval or may reject the plans. The Authorized Officer for the BLM is the Taos Field Office Manager.

V. FUNDING

The County agrees to be the primary party responsible for the cost to maintain the Trail. The County shall include in its annual budget such funding as it deems necessary to maintain the Trail.

VI. EFFECTIVE DATE AND TERM

This MOU shall become effective on the date of the last signature by the parties and shall remain in effect for a period of five years, unless terminated earlier pursuant to Paragraph VII. The MOU may be renewed by written mutual consent of the parties.

VII. TERMINATION

At any time, this MOU may be terminated by written mutual consent of both parties or through written notification to the other party at least 90 days prior to termination. A joint meeting will be held not less than 60 days prior to the termination setting forth the reasons for the termination.

VIII. APPROPRIATIONS AND AUTHORITY

This MOU is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this MOU shall terminate upon written notice by the County to the BLM. Such termination shall be without penalty to the County. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this MOU shall be final and not subject to challenge by the BLM or in any way or forum, including a lawsuit.

IX. AMENDMENT

This Agreement shall not be altered, changed or amended except by an instrument in writing executed by the parties hereto. Amendments, modifications, or supplements

to this MOU may be proposed at any time by any party and shall become effective upon written approval of both parties.

X. DISPOSITION OF PROPERTY

Upon expiration or termination of this MOU, any permanent improvements made by the County to the Trail, such as drainage features, signs, gates and fences, shall become the property of the agency with jurisdiction over the land where the improvements are located at no additional cost to the agency. BLM shall assume responsibility for maintenance of the Trail within their respective jurisdictions at their sole discretion and cost.

XI. NO THIRD-PARTY BENEFICIARIES; RESERVATION OF RIGHTS

This MOU IS not intended to and does not create and rights in any persons or party not a party hereto.

XII. LIABILITY

Each party shall be solely responsible for any liability arising from personal injury or damage to persons or property occasioned by its own agents or employees, contractors or subcontractors and shall not be responsible for liability incurred as a result of another party's acts or omissions in connection with this MOU.

Any liability incurred by the County in connection with this MOU is subject to the immunities and limitations of the New Mexico Tort Claims Act, § 41-4-1, et seq., NMSA 1978, as amended.

The BLM assumes no liability for any actions or activities conducted under this MOU except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C.1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306].

XIII. INSURANCE

The County shall submit evidence of the following insurance coverage for activities described in this MOU:

- A. Workers' Compensation protection that complies with the requirements of the New Mexico Workers' Compensation Act, NMSA 1978, Sections 52-1-1, et seq., if applicable.

- B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this MOU and any amendments hereto, in amounts equal or greater than liability limits set forth in NMSA 1978, Section 41-4-1, as amended. The United States of America shall be named as an additional insured on the policy.

XIV. ORDER OF PRECEDENCE

Any inconsistency in this MOU shall be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all MOU sections, documents, exhibits, and attachments.

XV. INTEGRATION CLAUSE

This MOU incorporates all the covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants and understandings have been merged into this Agreement. No prior covenants or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

XVI. DISPUTE RESOLUTION; APPLICABLE LAW; VENUE

In the event of any dispute between the parties regarding the enforcement, effect, or interpretation of this MOU that is not resolved informally between the parties, any party may pursue the following dispute resolution procedure:

- A. The party that seeks resolution will provide a written statement of its dispute, along with any rationale or supporting documents, to the other party. The parties will engage in discussions in an attempt to resolve the dispute.
- B. If no resolution is reached within 30 days of receipt of the statement of dispute, the parties shall resort to mediation before a neutral mediator, mutually agreed to by the parties. If mediation is not successful to resolve a dispute, the parties agree to resolve disputes in New Mexico State and Federal District Courts.
- B. The terms of this MOU shall be construed in accordance with the laws of the State of New Mexico. The parties agree that the forums for any litigation arising

out of or related to this MOU shall be the State District Court, First Judicial District, Santa Fe, NM and federal courts of New Mexico.

XVII. FACIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

XVIII. NOTICES

Any notice required by this MOU shall be in writing and delivered personally or sent by email, or certified or registered mail and shall be effective upon receipt (or refusal of receipt), as follows:

For County: Santa Fe County
102 Grant Ave.
P.O. Box 276
Santa Fe, NM 87504-0276
Phone: 505-986-6200
ATTN: Santa Fe County Manager

For BLM: BLM Taos Field Office
226 Cruz Alta Road
Taos, NM 87571
Phone: 575-758-8851
ATTN: Taos Field Manager

APPROVED:

**UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND
MANAGEMENT:**



Sarah Schlanger
Taos Field Manager

8/18/16

Date

SFC CLERK RECORDED 08/30/2016

SANTA FE COUNTY:

Miguel M. Chavez
Miguel M. Chavez, Chair
Santa Fe County Board of County Commissioners

ATTESTATION:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk



Approved as to form:

Gregory S. Shaffer
Gregory S. Shaffer
Santa Fe County Attorney

7-7-16
Date

Santa Fe County Finance Department:

Carole H. Jaramillo
Carole H. Jaramillo
Santa Fe County Finance Director

7/12/16
Date

EXHIBIT

A

FEDERAL LANDS ACCESS PROGRAM (FLAP) **PROJECT MEMORANDUM OF AGREEMENT**

March 23, 2015

Project Route: Buckman Road Segment of El Camino Real de Tierra Adentro National Historic Trail

State: New Mexico

County: Santa Fe County

Owner of Federal Lands to which the Project Provides Access: Bureau of Land Management (BLM) and United States Forest Service (USFS), Santa Fe National Forest

Entity with Title or Maintenance Responsibility for Facility: Santa Fe County

Type of Work:

The work consists of environmental clearance services, final design including trail, signing, interpretive exhibits, mapping, and right of way as well as Project Management services towards delivery of a 100% PS&E bid package for the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for proposed improvements to El Camino Real de Tierra Adentro National Historic Trail, a multi-use trail accessing BLM - Diablo Canyon Trailhead, USFS - Santa Fe National Forest and NPS-BLM - El Camino de Tierra Adentro National Historic Trail. The project is located in Santa Fe County, northwest of Santa Fe, New Mexico.

The segment 1 of the project is 2-5 ft. wide natural surface recreational trail that will follow the historic route of the El Camino Real de Tierra Adentro National Historic from the USFS Headquarters Trailhead continuing north to a new trail head at the existing parking area for the USFS "Dead Dog Trail". The Trail will proceed north paralleling Old Buckman Road (CR77) and continuing to follow the historic alignment of El Camino Real de Tierra Adentro National Historic to the BLM Diablo Canyon Trailhead.

The segment 2 of the project is a 10 ft. wide multi-use trail beginning at a junction with the Santa Fe River Greenway. The segment will proceed north from the Santa Fe River Greenway Trail under NM Highway 599 through an existing multi-use trail underpass and then parallel the west side of Caja Del Rio Road, to CR62. The trail will parallel the north side of CR62, cross CR62 heading south to USFS Headquarters Trailhead at the entry to Santa Fe National Forest and BLM lands.

Additional components of the project include a multi-use bridge over Arroyo De Los Frijoles adjacent to Caja del Rio Road, concrete box culvert pedestrian underpass and way-finding signage and interpretive exhibits. The general scope of the project is to construct a multi-use trail and natural surface trail along existing ground.

A scoping meeting and field visit was completed June 24, 2014 to review the project elements and issues associated with the project. Attendees from FHWA-CFLHD, the County of Santa Fe, USDA Forest Service, National Park Service (NPS) and Santa Fe Metropolitan Planning Organization (SFMPO) participated and helped identify improvements that are detailed in the Scoping Report prepared by HDR Engineering, Inc., which formed the basis for this FLAP project agreement.

This Agreement does not obligate (commit to) the expenditure of Federal funds nor does it commit the parties to complete the project. Rather, this Agreement sets forth the respective responsibilities as the project proceeds through the project development process.

Parties to this Agreement:

- Santa Fe County
- USDA Forest Service, Santa Fe National Forest
- Bureau of Land Management
- Federal Highway Administration Central Federal Lands Highway Division (FHWA-CFLHD)

The New Mexico Program Decision Committee (PDC) approved this project on August 20, 2014.

AGREED:

Katherine Miller 4/28/15
Katherine Miller, County Manager, Santa Fe County
Approved as to form Date
Santa Fe County Attorney
By: Debra J. K. [Signature]
Date: 4/23/15
Carol [Signature] 4/27/15

_____, Forest Engineer, Santa Fe National Forest

Date

Sarah Surland
_____, District Manager, Bureau of Land Management
Field Taos FO

12/1/15

Date

Michael Davies

Mike Davies, Director
Central Federal Lands Highway Division

5/7/2015

Date

A. PURPOSE OF THIS AGREEMENT

This Agreement documents the intent of the parties and sets forth the anticipated responsibilities of each party in the development, construction, and future maintenance of the subject project. The purpose of the Agreement is to identify and assign responsibilities for the environmental analysis, design, right-of-way, utilities, acquisition and construction as appropriate for this programmed project, and to ensure maintenance of the facility for public use if improvements are made. The parties understand that any final decision as to design or construction will not be made until after the environmental analysis required under the National Environmental Policy Act (NEPA) is completed (this does not prevent the parties from assigning proposed design criteria to be studied in the NEPA process.) Any decision to proceed with the design and construction of the project will depend on the availability of appropriations at the time of obligation and other factors such as issues raised during the NEPA process, a natural disaster that changes the need for the project, a change in Congressional direction, or other relevant factors.

If Federal Lands Access Program funds are used for the development or construction of this project, Santa Fe County agrees to provide a matching share equal to 14.56% of the total cost of the project, as detailed more fully in Sections I and J below.

B. AUTHORITY

This Agreement is entered into between the signatory parties pursuant to the provisions of 23 U.S.C. 204.

C. JURISDICTION AND MAINTENANCE COMMITMENT

The County of Santa Fe has jurisdictional authority to operate and maintain the existing facility and will operate and maintain the completed project at its expense.

D. FEDERAL LAND MANAGEMENT AGENCY COORDINATION

Santa Fe County has coordinated project development with the Bureau of Land Management and the USDA Forest Service. The Bureau of Land Management and the USDA Forest Service support of the project is documented in the initial New Mexico Access Program Project Application. Each party to this agreement who has a primary role in NEPA, design, or construction shall coordinate their activities with the Bureau of Land Management and the USDA Forest Service.

E. PROJECT BACKGROUND/SCOPE/BUDGET

Length: 14.3 Miles,

Segment 1 – 2-5 ft. earth trail, Trail Class 2 Moderately Developed, 9.6 miles

Segment 2 – 10 ft. Multi-use Path, 4.7 miles

Scope: This project will construct trails for 14.3 miles of El Camino Real de Tierra Adentro National Historic Trail. Improvements include new trail alignments, clearing and grubbing, linear earthwork grading, earth surfacing, aggregate base and hot asphaltic pavement surfacing, roadway aggregate surfacing of parking areas at 2 trailheads, pedestrian bridge and trail signing. The improvements will connect existing trail systems and provide access to USFS Headquarters Trailhead, Dead Dog Trailhead and El Diablo Trailhead.

Safety and Highway Design: Assumed design method for Segment 1 and 2

1. Start with aerial imagery and topography, if available, and lay out potential trail alignments in the office.
2. Make a field visit to locate and flag potential alignments. Maintenance and visitor experience will be considered. GPS or survey the trail points.
3. Determine whether the alignments can be constructed using typical cross sections and field engineering; or if they require plan and profile engineering.
4. Develop plans and specifications for the engineered and field designed sections.

Segment 1 – 2-5 ft. earth trail, Trail Class 2 Moderately Developed. The trail structural section is 2-5 ft. unpaved earth surface. The existing ground will be cleared and grubbed to a depth of 6 inches.. The clearing and grubbing limits will depend on the width of the trail as determined during design and construction. The trail will be compacted to the width of the walking surface of 2-5 ft. to establish a trail permanent location. The trail will match the existing grade with less than 12 inches of cut or fill. The trail alignment may include arroyo crossings and other ephemeral stream bed crossings but not preferred. The trail construction approaches the crossing and stops then is re-established on the opposite side of the crossing. Way finding and signing is used to delineate the trail alignment.

Segment 2 - 10 ft. paved surface Multi-use Path. The trail structural section is 10 ft. paved surface composed of 2 inches Hot Asphalt Concrete Pavement (HACP) and 4 inches roadway aggregate. The existing ground will be cleared and grubbed to a depth of 6 inches and width of 14 feet.

Safety improvements include concrete barrier where the trail is adjacent to a roadway, unpaved buffer between the trail and nearby roadway and asphalt surfacing.

Utilities: Utility relocations are not anticipated for this project. A Utility Quality Level D is recommended for utilities in locations where ground survey is performed. Utilities will be located by 811 services prior to ground disturbance.

Permits and Environment: FHWA-CFLHD will obtain the following permits required for the project:

- Section 404 Nationwide Permit
- General Construction Permit (Stormwater)
- Floodplain development permit

Additional permit needs will be determined through the environmental process in coordination with local, state, and federal agencies.

FHWA-CFLHD will complete a Categorical Exclusion to fulfill the requirements of the National Environmental Policy Act. Critical resources include Waters of the U.S. and Section 404 permitting, historic resources, and Section 4(f) resources. Early coordination with Santa Fe County, BLM, NPS and USFS will be critical to the project's success.

Survey and Right-of-Way: A full topographical mapping survey will not be required. The trail alignment can be defined using GPS points and aeriels and constructed from a typical section. Survey will consist of ground topography and features at 3 locations each with an approximate area of 600ft x 600ft each, locations are: Station 719+00 Arch Pipe and 96" CMP culvert location (trail will be adjacent to road), Station 778+00 Trail road crossing at the Santa Fe Municipal Recreation Complex entrance at the access point to Caja del Rio Road. 4-barrel 48 inch culvert location. (trail will be adjacent to road), Station 788+00 Pedestrian Bridge Location and CBC option location (proposed bridge location)

Right of Way acquisition is not required on this project. Santa Fe County will provide a Memorandum of Agreement (MOA) or Memorandum of Understanding (MOU) for construction, use, and maintenance between Santa Fe County, USDA Forest Service and Bureau of Land Management.

Geotechnical and Pavements: Geotechnical investigation is not required for trail design or trail structural section. Geotechnical investigation and testing for the pedestrian bridge and abutments will be performed by the Contractor.

Hydrology/Hydraulics: There is 1 major structure on the project. The major structure is a pedestrian bridge spanning the Arroyo de los Frijoles. The construction contractor will be responsible for performing hydrology and flood plain requirements necessary to determine any scour parameters, size and layout of scour protection, foundation and abutment design and construction as part of the pedestrian bridge work at the Arroyo de los Frijoles Station 786+50 to 788+50.

Construction: It is anticipated the project will be constructed in 1 season. The trail is to be constructed off roadway and the adjacent roadway is to remain open during construction with few limited short duration closures to construct portions of the project. Single lane closures and appropriate traffic control devices are expected.

Budget:

<u>Item</u>	<u>Total</u>	<u>Comments</u>
Preliminary Engineering (PE)	\$ 600,000	
Construction contract (CN)	\$ 2,997,000	
Construction Engineering (CE)	\$ 300,000	
Sub-total:	\$ 3,897,000	
Project Contingency	\$ 389,000	Estimated at 10 %
Total:	\$ 4,286,000	

Costs estimate assuming 4% escalation:

YR 2016	\$ 4,423,000
YR 2017	\$ 4,620,000

F. ROLES AND RESPONSIBILITIES

Responsible Party	Product/Service/Role	Comments
FHWA-CFLHD	<ul style="list-style-type: none"> • <i>Develop and sign this Project Agreement</i> • <i>Manage project development schedule and manage preliminary engineering costs.</i> • <i>Perform topographic survey, if required.</i> • <i>Prepare environmental document and make project decisions based on NEPA document</i> • <i>Subject to the NEPA decision,</i> <ul style="list-style-type: none"> ○ <i>Obtain permits required for Federally constructed projects</i> ○ <i>Prepare right-of-way plans and legal descriptions of parcels to be acquired.</i> ○ <i>Prepare 4(f) statement, if needed</i> ○ <i>Prepare the 100% PS&E</i> ○ <i>Advertise and award the contract utilizing design, bid and build process.</i> ○ <i>Construct the project.</i> • <i>Potentially enter into a formal partnering work session and agreement with all parties involved in the construction contract (CFLHD, USDA Forest Service, BLM and County, contractor, etc.).</i> • <i>Review Construction contract options to utilize most effective contracting method</i> • <i>Provide Project Engineer on site for construction administration.</i> • <i>Determine the need for any proposed changes to contract documents, evaluate change impacts, coordinate technical reviews as needed, and ensure that the construction meets the requirements intended in the PS&E</i> • <i>Ensure that the contractor will bear all expense of maintaining traffic, other than snow removal and normal state or county maintenance work</i> • <i>Verify adherence to environmental documents and attend final inspection with USDA Forest Service, BLM and County upon completion of construction</i> 	

Responsible Party	Product/Service/Role	Comments
Santa Fe County	<ul style="list-style-type: none"> • Review and sign this Project Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to traffic, material sources, construction costs, agreements and other technical data • Review plans and specifications at each phase of design and provide project development support • Provide any ROW and utility information & coordination • Acquire TCEs if necessary. No private property acquisition is anticipated. CFLHD will develop the TCEs within the Bureau of Land Management. • Provide for utility relocation if necessary. No utility relocations anticipated. • Obtain all rights necessary to construct, operate, and maintain the facility • Sign CFLHD Utility and Right of Way certifications • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, BLM, Forest Service, contractor, etc.). • Designate a representative who will be the primary contact for FHWA's construction staff during construction • Assist FHWA in any proposed design change during construction and evaluate change impacts, as needed, ensuring that requests meet the requirements intended in the PS&E • Attend a final inspection with the FHWA, BLM, and Forest Service upon completion of construction • Assume responsibility of the NPDES permit until the Notice of Termination is filed and accepted • Provide long term maintenance and operation of the project upon completion. 	

Responsible Party	Product/Service/Role	Comments
Bureau of Land Management	<ul style="list-style-type: none"> • Review and sign this Project Agreement • Attend reviews and meetings • Provide in a timely manner available data including but not limited to existing agreements or technical data • Assist FHWA in completion of NEPA document. • Review plans and specifications at each phase of design and provide project development support • In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome • Provide overall direction regarding BLM policy and administration for the project and concur with the final plans and specifications • Provide a fire plan for incorporation into the Special Contract Requirements • Provide a seed mix for the final seeding mix into the Special Contract Requirements • Provide support to FHWA (respond to question regarding environmental issues), as requested, for the development of environmental documents • Provide necessary Right-of-way for construction. • Develop a public information program in coordination with FHWA, Forest Service and the County • If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, Forest Service, County, contractor, etc.) • Designate a representative who will be the primary contact for the FHWA's Construction staff • Continue to update and implement the public information program • Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E • Attend final inspection with FHWA and County upon completion of construction 	

Responsible Party	Product/Service/Role	Comments
USDA Forest Service, Santa Fe National Forest	<ul style="list-style-type: none"> • <i>Review and sign this Project Agreement</i> • <i>Attend reviews and meetings</i> • <i>Provide in a timely manner available data including but not limited to existing agreements or technical data</i> • <i>Assist FHWA in completion of NEPA document.</i> • <i>Review plans and specifications at each phase of design and provide project development support</i> • <i>In coordination with the FHWA project manager, ensure that completed plans, specifications, and estimates (PS&E) are consistent with the intended outcome</i> • <i>Provide overall direction regarding Forest Service policy and administration for the project and concur with the final plans and specifications</i> • <i>Provide a fire plan for incorporation into the Special Contract Requirements</i> • <i>Provide a seed mix for the final seeding mix into the Special Contract Requirements</i> • <i>Provide support to FHWA (respond to question regarding environmental issues), as requested, for the development of environmental documents</i> • <i>Provide necessary Right-of-way for construction.</i> • <i>Develop a public information program in coordination with FHWA, BLM and the County</i> • <i>If required, enter into a formal partnering work session and agreement with all parties involved in the construction contract (FHWA, BLM, County, contractor, etc.).</i> • <i>Designate a representative who will be the primary contact for the FHWA's Construction staff</i> • <i>Continue to update and implement the public information program</i> • <i>Consider proposed design changes, evaluate change impacts, and provide construction oversight as needed, ensuring that requests meet the requirements intended in the PS&E</i> • <i>Attend final inspection with FHWA and County upon completion of construction</i> 	

G. SCHEDULE – ROLES & RESPONSIBILITIES

<i>Responsible Lead</i>	<i>Product/Service/ Role</i>	<i>Schedule Start-Finish</i>	<i>Comments</i>
<i>FHWA-CFLHD</i>	<i>Project Development and Planning</i>	<i>May, 2015</i>	
<i>FHWA-CFLHD</i>	<i>Preliminary Design</i>	<i>Early November 2015</i>	<i>Develop 30% PS&E</i>
<i>FHWA-CFLHD</i>	<i>Environmental Compliance</i>	<i>Late March, 2015</i>	<i>Categorical Exclusion (CE) completed</i>
<i>FHWA-CFLHD</i>	<i>Intermediate Design</i>	<i>Mid-April, 2015</i>	<i>Develop 70% PS&E</i>
<i>FHWA-CFLHD</i>	<i>Pre-Final Design</i>	<i>Late May, 2016</i>	<i>Develop 95% PS&E</i>
<i>Santa Fe County</i>	<i>Obtain any TCEs</i>	<i>Late July, 2016</i>	<i>Obtain TCEs as necessary for construction access and temporary staging access</i>
<i>FHWA-CFLHD</i>	<i>Final Design</i>	<i>August, 2016</i>	<i>Develop final contract documents</i>
<i>FHWA-CFLHD</i>	<i>Approve plans and obligate NM FLAP funding</i>	<i>Late August, 2016</i>	<i>Dependent upon FLAP funding and County match being in place</i>
<i>FHWA-CFLHD</i>	<i>Advertise and Award Contract and NTP</i>	<i>Fiscal Year, 2017</i>	<i>Dependent upon FLAP funding and County match being in place</i>
<i>FHWA-CFLHD</i>	<i>Close out contracts</i>	<i>April, 2018</i>	

Note: A more detailed Primavera project schedule will be developed and provided to the county, Forest Service and BLM at the design phase reviews.

H. PROPOSED DESIGN STANDARDS

Final design standards will be determined through the NEPA process.

Criteria	Proposed	Comments
Standard	AASHTO & USFS	AASHTO, USFS and local design standards
Functional Classification	Trails	AASHTO & USFS Trail design
Surface Type	Asphalt and natural	

I. FUNDING

Fund Source	Amount	Comments
New Mexico Federal Lands Access Program funds.	\$ 3,359,560	
Local Match – Santa Fe County	\$ 567,400	14.56 % match.
TOTAL	\$ 3,897,000	<i>Does not include contingency</i>

J. MATCHING SHARE REQUIREMENTS

Local match schedule of payments:

Milestone	Projected Match requirement	Schedule
Preliminary Engineering	\$ 42,000	To be invoiced monthly by FHWA at initiation of Preliminary Engineering activity.
Construction/Construction Engineering/Reserve	\$ 449,000	To be invoiced on a monthly basis as progress payments are made to the contractor and FHWA CE costs incurred.

During Preliminary Engineering work activity, FHWA-CFLHD will provide quarterly reports showing actual cost and project remaining costs as well as current projected cost for construction contract and construction engineering.



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

MEMO OF UNDERSTANDING
PAGES: 29

I Hereby Certify That This Instrument Was Filed for
Record On The 30TH Day Of August, 2016 at 11:19:48 AM
And Was Duly Recorded as Instrument # 1803039
Of The Records Of Santa Fe County

Deputy [Signature] County Clerk, Santa Fe, NM
Witness My Hand And Seal Of Office
Geraldine Salazar

SFC CLERK RECORDED 08/30/2016

K. PROJECT TEAM MEMBERS - POINTS OF CONTACT

The following table provides the points of contact for this project. They are to be the first persons to deal with any issues or questions that arise over the implementation of each party's role and responsibility for this agreement.

Name/Title	Organization	Address/Phone Number/Email
Colleen Baker	Santa Fe County	901 West Alameda St, Suite 20C Santa Fe, New Mexico 87501 cbaker@santafecountynm.gov 505-992-9868
Tami Torres	Bureau of Land Management, Taos District	226 Cruz Alta road Taos, New Mexico 87571 ttorres@blm.gov 575-758-4757
Lynn Bjorklund	USDA Forest Service Santa Fe National Forest	11 Forest Lane Santa Fe, New Mexico 87508 lbjorklund@fs.fed.gov 505-753-7331
Thomas Puto, Project Manager	FHWA-CFLHD	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Avenue, Suite 380 Lakewood, Colorado 80228 Tom.puto@dot.gov Office: 720-963-3728

L. CHANGES/AMENDMENTS/ADDENDUMS

The agreement may be modified, amended, or have addendums added by mutual agreement of all parties. The change, amendment, or addendum must be in writing and executed by all of the parties.

The types of changes envisioned include, but are not limited to, changes that impact scope, schedule, or budget; changes to the local match, either in type or responsibility; changes that alter the level of effort or responsibilities of a party. The parties commit to consider suggested changes in good faith. Failure to reach agreement on changes may be cause for termination of this agreement.

A change in the composition of the project team members does not require the agreement to be amended. It is the responsibility of the project team members to recognize when changes are needed and to make timely notification to their management in order to avoid project delivery delays.

M. ISSUE RESOLUTION PROCEDURES MATRIX

Issues should be resolved at the lowest level possible. The issue should be clearly defined in writing and understood by all parties. Escalating to the next level can be requested by any party. When an issue is resolved, the decision will be communicated to all levels below.

FHWA-CFLHD	Santa Fe County	Bureau of Land Management	USDA Forest Service	Time
Thomas Puto, Project Manager	Colleen Baker, Project Manager	Tami Torres, Outdoor Recreation Planner	Lynn Bjorklund, Espanola RD Recreation Staff	14 days
Gary Strike, Branch Chief	Adam Leigland, Public Works Director	Ernesto Hurtado Assistant Field Manager, Multi- Resources	Mike Frazier, R/H/L/M/E Staff Officer	21 days
Michael Davies, Director of Project Delivery	Katherine Miller, Santa Fe County Manager	Sarah Schlanger Field Manager	Maria T. Garcia, SFNF Supervisor	28 days

N. TERMINATION

This agreement may be terminated by mutual written consent of all parties. This agreement may also be terminated if either the NEPA process or funding availability requires a change and the parties are not able to agree to the change. Any termination of this agreement shall not prejudice any rights or obligations accrued to the parties prior to termination. If Federal Access funds have been expended prior to termination, the party responsible for the match agrees to provide a match in the applicable percentage of the total amount expended on the project prior to the termination.

Federal Highway Administration
Federal Lands Highway
REIMBURSABLE AGREEMENT

DTFH68-15-E-00018

PARTIES TO THE AGREEMENT

Reimbursing Organization	Organization to be Reimbursed
Santa Fe County, New Mexico 102 Grant Avenue P.O. Box 276 Santa Fe County, NM 87504-0276	Federal Highway Administration Central Federal Lands Highway Division 12300 West Dakota Ave Lakewood, CO 80228
DUNS Number: 053287131 TIN: 85-6000073	DUNS Number 126129936

POINTS OF CONTACT FOR THE AGREEMENT

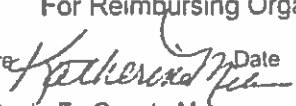
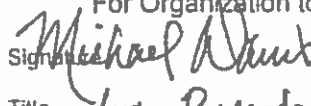
Reimbursing Organization <u>Finance Point of Contact</u>	Organization to be Reimbursed <u>Finance Point of Contact</u>
Name: Carol H. Jaramillo, Finance Division Director Address: 102 Grant Avenue P.O. Box 276 Santa Fe, NM 87504-0276 Phone: 505-995-6321 E-mail: cjaramillo@santafecountynm.gov	Name: Suzanne Schmidt Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3356 E-mail: suzanne.schmidt@dot.gov
Reimbursing Organization <u>Program Point of Contact</u>	Organization to be Reimbursed <u>Program Point of Contact</u>
Name: Colleen Baker Address: 901 West Alameda St, Suite 20C Santa Fe, New Mexico 87501 Phone: 505-992-9868 E-mail: cbaker@santafecountynm.gov	Name: Thomas Pulo Address: 12300 West Dakota Ave Lakewood, CO 80228 Phone: 720-963-3728 E-mail: tom.pulo@dot.gov

PERIOD OF PERFORMANCE	LEGAL AUTHORITY
From: See date of signature below To: April 30, 2018	23 U.S.C. 201 and 204
TOTAL AGREEMENT AMOUNT	PAYMENT TERMS AND SCHEDULE
TOTAL AGREEMENT AMOUNT: \$ 624,041.60	EFT

DESCRIPTION OF SUPPLIES, SERVICES, AND DELIVERABLES

See attached Statement of Work.

AUTHORIZED APPROVALS

For Reimbursing Organization	For Organization to be Reimbursed
Signature:  Date: 5.4.15 Title: Santa Fe County Manager	Signature:  Date: 5/7/2015 Title: Fort Ricardo Suarez

Statement of Work

Project: NM FLAP 77000(1)

Santa Fe County – El Camino Real de Tierra Adentro National Historic Trail

Reimbursable Agreement No.: DTFH68-15-E-00018

March 23, 2015

- I. **Introduction:** Santa Fe County, New Mexico will provide funding for project development, construction contract and construction inspection services to the Federal Highway Administration, Central Federal Lands Highway Division (CFLHD) for NM FLAP 77000(1), El Camino Real Trail. Santa Fe County shall be referred to as the Requesting Agency and the CFLHD shall be referred to as the Servicing Agency.
- II. **Location:** El Camino Real de Tierra Adentro National Historic Trail, Santa Fe, New Mexico.
- III. **Work Required:** See attached Federal Lands Access Program (FLAP) El Camino Real de Tierra Adentro National Historic Trail Project Memorandum of Agreement (PA) for details.
- IV. **Breakdown of costs:** The expected costs for Preliminary Engineering, Construction contract, Construction Engineering and project contingency in the amount of 10% is as follows:

Project Funding

<u>Item</u>	<u>NM FLAP</u>	<u>County Match</u>	<u>Total</u>
Preliminary Engineering	\$ 512,640	\$ 87,360	\$ 600,000
Construction Contract	\$ 2,560,636.80	\$ 436,363.20	\$ 2,997,000
Construction Engineering	\$ 256,320	\$ 43,680	\$ 300,000
Sub-Total	\$ 3,329,596.80	\$ 567,403.20	\$ 3,897,000
Contingency (10%)	\$ 332,361.60	\$ 56,638.40	\$ 389,000
Project Total	\$ 3,661,958.40	\$ 624,041.60	\$ 4,286,000

The requesting agency will provide funds in the amount of 14.56% of the total Federal Lands Access Program funding required to complete the work in this Agreement. The amount of matching funds provided by Santa Fe County shall not exceed \$ 624,041.60.

A project contingency in the amount of 10% has been added to this reimbursable agreement. The local agency match for this contingency amount is \$ 56,638.40.

The Requesting Agency is not required to reimburse the Servicing Agency for any costs incurred by the Servicing Agency prior to the date of this Agreement

- V. **Period of Performance:** All work associated with this agreement will be completed no later than April 30, 2018

Statement of Work
Project: NM FLAP 77000(1)
Santa Fe County – El Camino Real de Tierra Adentro National Historic Trail
Reimbursable Agreement No.: DTFH68-15-E-00018
March 23, 2015

- VI. Technical Representative: CFLHD Program Point of Contact for this Agreement is Mr., Thomas Puto, Project Manager and he can be contacted at 720-963-3728 or tom.puto@dot.gov.

The Santa Fe County Program Point of Contact for this Agreement is Colleen Baker, Project Manager and she can be contacted at (505) 992-9868 or cbaker@santafecountynm.gov.

- VII. Roles and Responsibilities – see attached Project Memorandum of Agreement.

- VIII. Financial Administration:

A. **Total Agreement Matching Amount:** Not to exceed \$ 624,041.60

B. **Funding Citations:** 23 U.S.C. 201 and 204.

C. **Reimbursable Payment:**

The Servicing Agency will bill monthly in the amount of 14.56% of the total Federal Lands Access Program funding expended for the project for Preliminary engineering (project development), construction engineering (administrative and oversight of the construction contract) and progress payments made to the construction contractor. The local match amount for this work is estimated a \$ 624,041.60 Any remaining balance will be billed at the final closeout of the construction contract or at the resolution of any disputes or claims.

Regardless of the estimate, Santa Fe County will provide 14.56% of the total Federal Lands Access Program funding required for the project through construction contract completion, closeout, and resolution of any disputes, in an amount not to exceed that provided in this Agreement.

The Servicing Agency is limited to recovery of the matching share of actual costs incurred, as reflected in the invoice provided by the Servicing Agency.

The Servicing Agency shall not incur costs which result in matching funds exceeding the maximum cost stated in this Agreement without authorization by the Requesting Agency in the form of written modification to this agreement.

Upon receipt of the invoice of costs incurred and authorized, the Requesting Agency will issue payment via one of the methods listed below.

Statement of Work
Project: NM FLAP 77000(1)
Santa Fe County – El Camino Real de Tierra Adentro National Historic Trail
Reimbursable Agreement No.: DTFH68-15-E-00018
March 23, 2015

SFC CLERK RECORDED 08/30/2016

D. Method of Billing:

The Servicing Agency shall bill the Requesting Agency, in accordance with the payment terms and schedule as agreed upon in the Agreement.

The Servicing Agency will furnish a final Project Status Report detailing the funding usage on the project and calculations used to determine match funding requirements.

The Servicing Agency request that the payments be made through the US Treasury's website <http://pay.gov>. Pay.gov can be use to make secure electronic payments to any Federal Government Agencies via credit card or direct debit. Payments shall be submitted referencing the FHWA/CFLHD-ID

Agreement Number: DTFH68-15-E-00018

Option 1 (Preferred Method)

- Plastic card or Automatic Clearing House Payment (ACH Direct Debit)
- Go to Treasury's website – <https://pay.gov>
- Search for Agency Name (Transportation Department)
- Select the appropriate Transportation Agency (Federal Highway Administration)

- Follow the form instructions to make your payment. Note, if making an ACH payment from your bank account, please select ACH Direct Debit as the payment type.

Option 2

- Mail check payment to the following address for Paper Check Conversion (PCC) processing:

Make Check Payable To:
DOT FHWA
Mailing Address:
Enterprise Service Center
Federal Aviation Administration
ATTN: AMZ-340, Mark Richardson
6500 S. MacArthur Blvd., HDQ Rm 285
Oklahoma City, OK 73169

- Notice to customers making payment by check: Please notify Regina Monroe at 720-963-3460 or regina.monroe@dot.gov if mailing a check.
- When you provide a check as payment you authorize us either to use information from your check to make a one-time electronic fund transfer from

Statement of Work
Project: NM FLAP 77000(1)
Santa Fe County – El Camino Real de Tierra Adentro National Historic Trail
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March 23, 2015

your account or to process the payment as a check transaction.

- o When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution.

Privacy Act- A Privacy Act Statement required by 5 U.S.C. § 552a(e)(3) stating our authority for soliciting and collecting the information from your check, and explaining the purposes and routine uses which will be made of your check information, is available from our internet site at (PCCOTC.GOV), or call toll free, at (1-800-624-137 to obtain a copy by mail. Furnishing the check information is voluntary, but a decision not to do so may require you to make payment by some other method,

IX. Modifications:

Any modifications to the Agreement must be made in writing and agreed to by both parties. Such modifications are not binding unless they are in writing and signed by personnel authorized to bind each of the agencies.

X. Agreement Completion:

When the Requesting Agency has accepted all deliverables, the Servicing Agency will provide a written project evaluation and final accounting of project costs to the Requesting Agency contact.

XI. Termination:

This agreement will terminate upon the ninety (90) calendar days after the date specified in Section V or upon (30) calendar days subsequent to written notification to the other party. If this agreement is terminated by the Requesting Agency its liability shall extend only to pay for its share of the actual and reasonable costs of the items/services rendered and the costs of any non-cancelable obligations incurred in accordance with the terms of this agreement prior to the effective date of termination. If this agreement is terminated by the Servicing Agency its liability shall extend only to the release of its work products and related materials to the Requesting Agency by the effective date of termination.

