

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA FE COUNTY
AND
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
AND
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE**

This MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into on this 17 day of February 20 17, by and between Santa Fe County (hereinafter "County"), the United States Department of the Interior, Bureau of Land Management (hereinafter "BLM"), and the United States Department of Agriculture Forest Service (hereinafter "U.S. Forest Service").

Title: Maintenance of El Camino Real de Tierra Adentro National Historic Trail Buckman Road Segment Retracement Trail

RECITALS

WHEREAS, the County, BLM and the U.S. Forest Service 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, Exhibit A; and

WHEREAS, the trail will be constructed on land under the jurisdiction of the BLM, Taos Field Office and the U.S. Forest Service, Santa Fe National Forest Espanola Ranger District; and

WHEREAS, the trail will be managed as a retracement trail of El Camino Real de Tierra Adentro National Historic Trail, 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 U.S. Forest Service has agreed to accept the portion of the trail under its jurisdiction as part of the U.S. Forest Service 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:

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SANTA FE COUNTY
CLERK'S OFFICE

I. PURPOSE

The purpose of this MOU is to document the cooperation between the parties to establish cooperative procedures among the Santa Fe County, the BLM and the U.S. Forest Service for the maintenance of El Camino Real de Tierra Adentro National Historic Trail, Buckman Road Segment Retracement Trail from County Rd 62 to Diablo Canyon Trailhead, including the Dead Dog Trailhead (hereinafter "Trail"). See attached Exhibit B. The parties acknowledge that the BLM and the U.S. Forest Service have land management responsibilities. The Santa Fe County is not responsible for administration of land use or activities on Federal Lands.

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 United States Department of Interior Bureau of Land Management, National Park Service, United States Fish and Wildlife Service, United States Department of Agriculture Forest Service, United States Department of the Army Corps of Engineers and the U.S. 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 USDA Forest Service and the US Department of Transportation Federal Highway Administration and the National Endowment for the Arts.

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III. MUTUAL UNDERSTANDING AND AGREEMENT

- A. BLM and the U.S. Forest Service reserve 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 or U.S. Forest Service from entering into MOUs with other cooperating organizations.
- C. This MOU does not require the parties to obligate funding for the maintenance of the Trail.

IV. ROLES AND RESPONSIBILITIES

A. County will:

- 1. Designate the Open Space and Trails Maintenance Foreman to act as the liaison with BLM and the U.S. Forest Service for the purpose of this MOU.
- 2. Meet at least annually to discuss Trail conditions, identify maintenance needs, and review applicable standards as set forth by the responsible land management agencies.
- 3. Any on-the-ground improvements and/or monitoring of the Trail are the responsibility of the designated land management agency. See Exhibit A for Trail/Land Management Agency designations. The responsible Land Management agency may authorize the parties to complete on-the-ground improvements and/or monitoring on its behalf through a separate cooperative agreement or interagency agreement

B. BLM will:

- 1. Designate the Taos Field Office Outdoor Recreation Planner to act as the liaison with the County and the U.S. Forest Service for the purpose of this MOU.
- 2. Meet at least annually to discuss Trail conditions, identify maintenance needs, and review applicable standards as set forth by the responsible land management agencies.

3. Be responsible for the maintenance and monitoring the portion of Trail that resides on BLM lands. See Exhibit A for Trail/Land Management Agency designations.
4. Any on-the-ground improvements and/or monitoring of the Trail are the responsibility of the designated land management agency. The responsible Land Management agency may authorize the County or U.S. Forest Service to complete on-the-ground improvements and/or monitoring on its behalf through a separate cooperative agreement or interagency agreement.

C. U.S. Forest Service will:

1. Designate the U.S. Forest Service, Santa Fe National Forest - Espanola Ranger District Recreation and Wilderness Program Manager to act as the liaison with the County and BLM for the purpose of this MOU.
2. Meet at least annually to discuss Trail conditions, identify maintenance needs, and review applicable standards as set forth by the responsible land management agencies.
3. Be responsible for the maintenance and monitoring the portion of Trail that resides on Forest System lands. See Exhibit A for Trail/Land Management Agency designations.
4. Any on-the-ground improvements and/or monitoring of the Trail are the responsibility of the designated land management agency. The responsible Land Management agency may authorize the County or BLM to complete on-the-ground improvements and/or monitoring on its behalf through a separate cooperative agreement or interagency agreement.

V. FINANCE

The respective agencies and offices will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the above purposes and objectives.

Nothing in this MOU shall require the parties to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services or property among the various agencies and offices will require execution of separate

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agreements and be contingent upon availability of appropriated funds. Such activities must be independently authorized by appropriate statutory authority.

VI. MEMBERS OF U.S. CONGRESS.

Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

VII. FREEDOM OF INFORMATION ACT (FOIA).

Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

VIII. 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 (5) years, unless terminated earlier pursuant to Paragraph X. The MOU may be renewed by written mutual consent of all of the parties.

IX. NONBINDING AGREEMENT

This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

REC ORDER RECORDED 52/24/2017

X. TERMINATION

During the term of this MOU any party may terminate the MOU for cause (i.e. any violation of the terms of the MOU).

In the first five (5) years after the effective date of the MOU, none of the parties may terminate the Agreement without cause. After the first 5 (five) years, any party may terminate the MOU by providing written notice to the other parties at least ninety (90) days prior to termination.

This MOU may be terminated at any time by written mutual consent of all of the parties.

XI. DEBARMENT AND SUSPENSION.

The County shall immediately inform the BLM and the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the County or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

XII. 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.

XIII. 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 and the U.S. Forest Service shall assume responsibility for maintenance of the Trail within their respective jurisdictions at their sole discretion and cost.

REC'D CLERK RECORDED 5/2/24/2017

XIV. NO THIRD-PARTY BENEFICIARIES; RESERVATION OF RIGHTS

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

XV. NON-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 and U.S. Forest Service so not assume liability for any third party claims for damages arising out of this MOU.

XVI. 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.

XVII. INTEGRATION CLAUSE

This Agreement 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.

REC'D CLERK RECORDED 5/2/24/2017

XVIII. FACIMILE SIGNATURES

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

XIX. 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
P.O. Box 276
102 Grant Avenue
Santa Fe, NM 87504
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

For U.S. Forest Service: U.S. Forest Service, Santa Fe National Forest
11 Forest Lane
Santa Fe, NM 87501
Phone: 505-758-5350
ATTN: Michael Frazier

SEC CLERK RECORDED 6/2/24/2017

XX. APPROVED: AUTHORIZED REPRESENTATIVES.


By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND
MANAGEMENT:


SARAH SCHLANGER
Taos Field Manager

12/16/2016
Date

UNITES STATED DEPARTMENT OF AGRICULTURE FOREST SERVICE:


Joseph S. Norrell
Acting Forest Supervisor

2/17/2017
Date

The authority and format of this agreement have been reviewed and approved for signature.


KILEEN B. MITCHELL
U.S. Forest Service Grants Management Specialist
FMO 11031000-001

12/15/2016
Date

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SANTA FE COUNTY:

Katherine Miller
KATHERINE MILLER
Santa Fe County Manager

1-19-17
Date

APPROVED AS TO FORM:

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

1-10-17
Date

SANTA FE COUNTY FINANCE DEPARTMENT:

Don D. Moya
DON D. MOYA
Santa Fe County Interim Finance Director

1-13-17
Date



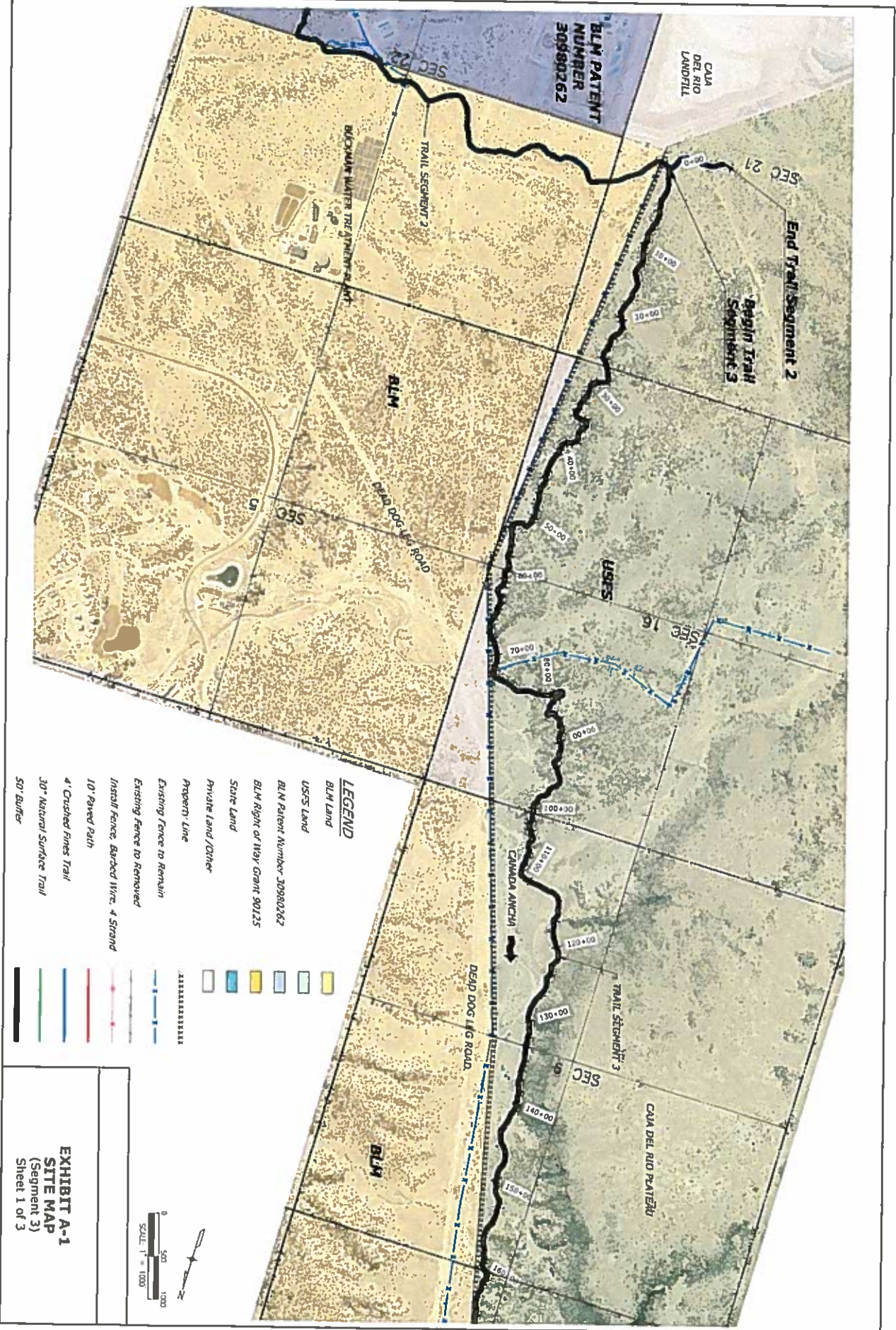
COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss:

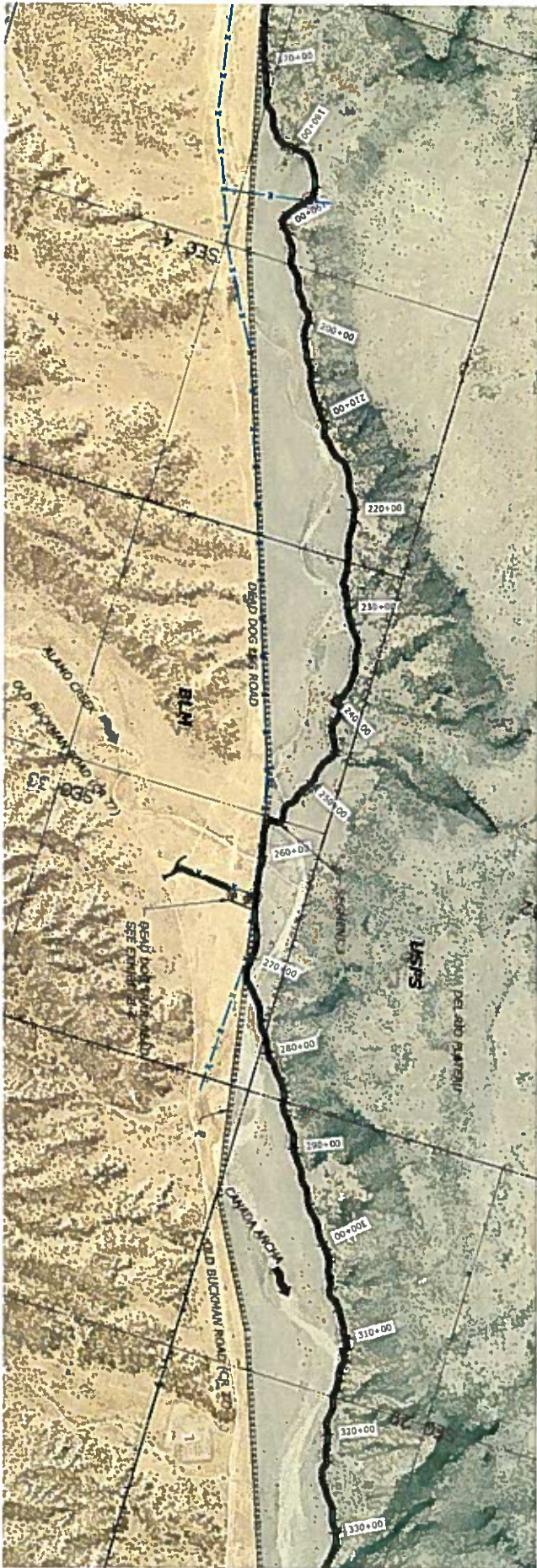
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I Hereby Certify That This Instrument Was Filed for
Record On The 24TH Day Of February, 2017 at 10 26 25 AM
And Was Duty Recorded as Instrument # 1818446
Of The Records Of Santa Fe County

Geraldine Salazar
Deputy, Geraldine Salazar
County Clerk, Santa Fe, NM

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- LEGEND**
- BLM Land
 - USFS Land
 - BLM Patent Number 30980262
 - BLM Right of Way Grant 90125
 - State Land
 - Private Land / Other
 - Property Line
 - Existing Fence to Remain
 - Existing Fence to be Removed
 - Install Fence, Barbed Wire, 4 Strand

- 10' Paved Path
- 4' Crushed Fines Trail
- 30' Natural Surface Trail
- 50' Buffer

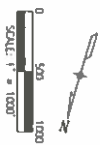


EXHIBIT A-2
SITE MAP
 (Segment 3)
 Sheet 2 of 3

