

APPENDIX I
CERTIFICATION AGREEMENTS

DRAFT

El Camino Real de Tierra Adentro National Historic Trail
Certification Agreement

Number sequentially by state. Designate with an “S” for trail site or segment or “I” for an interpretive facility/site. An agreement for a location that includes an interpretive facility and a trail site can have both S and I in the number. For example MO- S- 001, IL- I- 013, TN- S- I- 002. Certification Agreement.

Once document is complete go through and replace “owner/manager” or “owner” with the name of the organization or agency whenever appropriate.

Site name, city, county, state

Type of Property: (historic site or historic trail segment,)

Description of Property:

(This section provides a brief description that identifies the property being certified, including, as possible, boundaries of the area.)

Parties to the Agreement and Principal Contacts

Agency, organization, etc	El Camino Real de Tierra Adentro Administrative
Office	
Address:	
? phone:	Santa Fe, New Mexico
? fax	505- xxx- xxxx phone
email address	505- xxx- xxxx fax
Partner contact Name and Title	email address
	contact name and title

Delete Complementary Interpretive Facility or Site/Segment as needed from the above header. For sites not owned by a trail state agency select the first paragraph below and delete the other five. For a site owned by a state agency, select the appropriate paragraph and delete the others.

This agreement is based on the mutual agreement of the El Camino Real de Tierra Adentro Administrative Office and the owner/manager to voluntarily strive to achieve the highest level of resource protection and visitor appreciation of trail resources as provided for in the Comprehensive Management and Use Plan for the El Camino Real de Tierra Adentro National Historic Trail for “...the identification and protection of the historic route and its historic remnants and artifacts for public use and enjoyment.” {National Trails System Act 16 U.S.C. - 1241 et seq. Section 3(a)(3)}.

The owner/manager retains all legal rights to the property, and nothing in this agreement is to be construed as granting any legal authority to the El Camino Real de Tierra Adentro Administrative Office over the property or any action by the owner/manager.

The certification agreement is non-binding, and may be canceled by either party at any time by written notice. The El Camino Real de Tierra Adentro Administrative Office and the owner/manager agree, whenever possible, to identify issues or concerns to allow for resolution.

1. Technical and Financial Assistance

Within the scope of this agreement and the National Trails System Act, the El Camino Real de Tierra Adentro Administrative Office agrees to provide, based on funding and personnel limitations, technical assistance in the following areas: Select the appropriate terms from the following and delete the others. cultural and natural resource planning, management, and protection; archeology, ethnography, historical architecture, and historical landscape architecture; visitor use planning and developments; historical research; visitor management and protection; accessibility for persons with disabilities; exhibit and interpretive media design, planning, and production for El Camino Real de Tierra Adentro interpretation; and interpretive and other appropriate training.

Subject to availability of funding, ~~the El Camino Real de Tierra Adentro Administrative Office may be able to provide limited financial (cost-share) assistance, where appropriate, for resource preservation, site development, and interpretive media and programs. Funding will require completion of a cooperative agreement or contract in compliance with applicable federal law and policy.~~

The El Camino Real de Tierra Adentro Administrative Office can provide the owner/manager with access to El Camino Real de Tierra Adentro Administrative Office produced publications, traveling exhibits, audiovisual programs, etc., as appropriate, and within existing authorities. Some items, such as brochures, may need to be provided on an actual cost or cost-share basis.

The El Camino Real de Tierra Adentro Administrative Office will make a reasonable effort to visit the site from time to time, or on request, to meet with the owner/manager to discuss concerns, projects, or issues related to this agreement or joint projects.

2. Agreement Provisions

a. Planning and Visitor Use

The El Camino Real de Tierra Adentro Administrative Office and the owner/manager agree, as appropriate, to jointly review, and update any existing plans and to develop and implement new plans for visitor use, resource protection and management, and interpretation in order to better meet the goals and objectives of the El Camino Real de Tierra Adentro National Historic Trail Comprehensive Management and Use Plan.

The owner/manager agrees to notify and invite the El Camino Real de Tierra Adentro Administrative Office to participate in all planning efforts, at the beginning of the planning process. The El Camino Real de Tierra Adentro Administrative Office will notify and invite the owner/manager to participate in any trailwide planning efforts at the beginning of the planning process.

Existing facilities at historic sites must generally meet any applicable accessibility requirements that were in effect when they were built. New visitor-use facilities including trails, interpretive media, museum exhibits, buildings and so forth, must meet applicable Americans with Disabilities Act Accessibility

Guidelines (ADAAG) and any other relevant federal laws and policies related to physical accessibility for persons with disabilities.

The owner/manager agrees to permit recreational visits to the historic site and/or trail corridorDelete the section between the brackets for non- privately owned sites., subject to such restrictions as may be necessary to manage and protect the owner's property, privacy, and other legal rights. Restrictions shall be without regard for race, color, religion, national origin, sex, age, or handicap.

b. Interpretation

The El Camino Real de Tierra Adentro Administrative Office and the owner/manager jointly agree to cooperate and concur in the development of new information and interpretive materials and will review existing materials to identify changes that may be needed to meet the objectives and standards for the El Camino Real de Tierra Adentro National Historic Trail.

The El Camino Real de Tierra Adentro Administrative Office is required to meet the requirements of Sections 504 and 508 of the Rehabilitation Act for programmatic accessibility of all national historic trail interpretive media and programs, and will provide assistance so that joint projects are in compliance with this requirement.

Select the appropriate Category of facility and delete the other paragraph.

c. Resource Management

If, during the execution of a particular project, the requirements of laws such as the National Environmental Policy Act of 1969, Endangered Species Act, or National Historic Preservation Act of 1966 are triggered, (usually as a result of substantial federal involvement such as federal funding or requirements for federal permits), the El Camino Real de Tierra Adentro Administrative Office shall work with the owner/manager to comply fully with those requirements.

The owner/manager agrees to provide the earliest possible notification of any actions or proposed activities, by the owner/manager or others, (such as, but not limited to, visitor use developments, highway projects, telecommunication towers, resource management actions, excavation, construction of new buildings, drilling and so forth) that could impact site resources, site integrity, subsurface artifacts, or the landscape surrounding the site so as to allow review and comment by the State Historic Preservation Officer and the El Camino Real de Tierra Adentro Administrative Office.

The El Camino Real de Tierra Adentro Administrative Office agrees to assist the owner/manager with the evaluation of existing conditions and activities and visitor use as a result of this agreement to avoid and/or mitigate impacts to resources.

Rewrite this as needed for privately owned sites.

The owner/manager agrees to cooperate in the documentation of the site for the purpose of evaluation for eligibility for, and nomination to, the National Register of Historic Places.

d. Site Recognition and Promotion

The El Camino Real de Tierra Adentro Administrative Office agrees to allow the owner/manager to use the official trail logo (TM) for approved posting purposes for the term of the agreement, and will provide the logo to the owner/manager. Additional uses of the marker, such as on highway directional signs, site brochures, and other non- commercial materials are encouraged, but must be approved in advance by the El Camino Real de Tierra Adentro Administrative Office.

The El Camino Real de Tierra Adentro Administrative Office will include the site and/or segment and location in appropriate publications, exhibits, web pages, and other media.

The owner/manager agrees to provide El Camino Real de Tierra Adentro Administrative Office- produced or - approved information and interpretive materials to the public, and to promote the El Camino Real de Tierra Adentro National Historic Trail interpretive, informational, and marketing programs through owner/manager- produced materials, as appropriate.

3. Informational Provisions for Private Landowners

a. State Liability Protection

New Mexico Statutes Annotated 17- 4- 7. provides for protection of landowners from liability arising from recreational use of their lands by the public when no fees are charged. A copy of this statute is attached to this agreement.

Texas Statutes and Codes Title 4, 75.001- 004 provides for protection of landowners from liability arising from recreational use of their lands by the public when no fees are charged. A copy of this statute is attached to this agreement.

b. Volunteers- in- Parks

Volunteers- in- Parks (VIP) status in accordance with Public Law 91- 357 (16 U.S.C. 18g- j) may be conferred by the El Camino Real de Tierra Adentro Administrative Office on approved individuals including the owner and specified family members, employees, or cooperating organization members if requested. Under volunteer status, a person will be considered a federal employee only for tort claims and injury compensation for approved national historic trail activities, or for trail maintenance or related trail management, as expressed in a standard El Camino Real de Tierra Adentro Administrative Office volunteer agreement. No person will be considered a volunteer until a volunteer agreement has been signed by all required parties.

Separate volunteer agreements may be developed with the owner, members of his/her immediate family, and other designated persons who will be involved in carrying out the routine provisions of this certification. Individuals or groups involved in Trail- related non- recurring resource management or maintenance must be covered by one- time volunteer agreements.

4. Term of Agreement

This agreement will remain in effect unless cancelled by either party, or the property ownership/management is transferred to another.

5. Signatures

On behalf of _____ I hereby agree to the certification of the _____ as an official component of El Camino Real de Tierra Adentro National Historic Trail

Name/Title

Date

On behalf of the Secretary of the Interior, I certify the site(s) described in this agreement as an official component of the El Camino Real de Tierra Adentro National Historic Trail.

(Name/Title

El Camino Real de Tierra Adentro Administrative Office

Date

Agreement No. 1443GAI25001002

GENERAL AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF THE INTERIOR,
NATIONAL PARK SERVICE
AND THE STATE OF NEW MEXICO
CONCERNING THE SANTA FE NATIONAL HISTORIC TRAIL

The General Agreement is entered into by and between the U.S. Department of the Interior, National Park Service (“Service”), and the State of New Mexico (“State”).

Article I. Authorities

This General Agreement is developed under the following authorities:

- A. The National Trails System Act (16 USC 1241, et seq.), as amended by Public Law 100- 35 (101 Stat. 302, 16 USC 1244 (a)(15).
- B. Intergovernmental Cooperation Act of 1968 (42 USC 4201 et seq.).

Article II. Purpose

The purpose of this General Agreement is to provide the basis for cooperation between the Service and the State to implement the Comprehensive Management and Use Plan for the Santa Fe National Historic Trail

Article III. Background

Public Law 100- 35 (101 Stat. 320, 16 USC 1244 (a)15, amended the National Trails System Act (“the Act”) to establish the Santa Fe National Historic Trail (“the Trail”). The Act places responsibility for administering the Trail with the Secretary of the Interior (“Secretary”). Only federal lands are to be administered as initial protection components of the Trail; but the Act authorizes the Secretary to encourage and to assist State, local, or private entities in establishing, administering, and protecting those segments of the Trail which cross non- federally owned lands. In furtherance of that objective, the Act allows Memoranda of Understanding between the Service and cooperating nonfederal agencies to be written for marking the trail, establishing rights- of- way, and developing and maintaining facilities. Pursuant to the Act, the Comprehensive Management and Use Plan for the Trail outlines objectives and practices to be observed in the management of the Trail and identifies significant potential Trail components, procedures for nonfederal certification, and the process to mark the Trail. The Governor of the State of New Mexico and appropriate State agencies were consulted in the preparation and approval of the Comprehensive Management and Use Plan.

Article IV. Responsibilities

The State and the Service mutually desire that the Santa Fe National Historic Trail across the State of New Mexico be appropriately marked, administered and managed so as to accomplish the purposes of the National Trails System Act. Accordingly, the State and the Service agree to carry out the following responsibilities for this purpose.

A. The U.S. Department of the Interior, National Park Service and the State of New Mexico agree to:

1. Establish individual coordinators within each administering agency for Trail administration activities.
2. Adopt the Santa Fe National Historic Trail Comprehensive Management and Use Plan, dated May 1990, and manage the Trail's resources as appropriate and feasible.
3. Keep each other informed and consult periodically on management problems pertaining to the Trail.
4. Coordinate development of the Santa Fe NHT and its Auto Tour Route with the State's Santa Fe Trail Scenic Byway to maximize public benefits and minimize conflict and duplication of efforts.
5. Subject to the availability of funds and personnel, provide assistance at the request of either party for the planning and development of facilities, completion of environmental or other compliance requirements, acquisition of land, and the administration of the Trail. The parties understand and agree that this agreement does not obligate any federal or state funds and that they must execute additional written agreements to do so. Those additional agreements shall specify and control the uses of any obligated funds.

B. The Service agrees to:

1. Provide the State with an initial set of Trail markers in accordance with the marking program established in the Comprehensive Management and Use Plan and authorize highway department use of the logo for appropriate directional signs.
2. Publish a notice of the Trail route in the Federal Register.
3. Upon request, and as funds permit, provide technical assistance for planning access, protection, facilities, interpretation, and other aspects of management of the Trail.
4. Support efforts that promote the whole trail as a single, integrated system.

C. The State agrees to:

1. Mark the Santa Fe National Historic Trail with an initial set of markers furnished by the National Park Service (NPS) according to the marking process and signs identified in the Comprehensive Management and Use Plan.
2. Maintain the trail markers erected under item C.1.
3. Administer, manage, protect, and maintain State- owned Trail sites and segments in accordance with the purpose of the Trail and the Comprehensive Management and Use Plan.
4. Develop, operate, and maintain public access, interpretive and recreational opportunities, and visitor use facilities in accordance with the Comprehensive Management and Use Plan and relevant federal laws and service policies, and recommend appropriate State facilities to house NPS interpretive media or to receive NPS technical assistance.
5. Provide private landowners and nonfederal managing entities with cultural resource compliance assistance (i.e., National Historic Preservation Act of 1966, as amended, sections 106 and 100) and natural resource compliance assistance, including on- site technical evaluations and review of plans, designs, and mitigation measures.
6. Identify trail projects on appropriate programming documents (e.g., SCORP) and seek funding from State appropriations and federal sources such as the Land and Water Conservation Fund or historic

preservation grants (e.g., National Historic Landmark Program, Historic Preservation Fund) for acquiring, administering, managing, developing, operating, and maintaining State- owned Trail sites and segments or preserving privately- owned sites on the National register of Historic Places or designated as National Historic Landmark sites.

7. Seek such additional state legislative authority as may be required for public use of, and to obligate State funds for management of, State- owned rights- of- way, sites, or other lands in the trail corridor.

8. Promulgate such rules and regulations as may be necessary for proper administration and protection of State- owned or privately owned sites and segments.

9. Seek cooperative agreements with owners of those private lands within the Trail corridor adjoining high potential State- owned sites and segments where necessary to ensure adequate protection or public access.

10. Consider acquiring necessary interests in those lands identified in item C.9.

11. Work cooperatively to develop an interstate trail promotion task force to promote the whole Santa Fe National Historic Trail on a national and international basis.

12. Help plan and establish historic branch trails.

Article V. Standard Clauses

A. Civil Rights.

During the performance of this General Agreement, the cooperators agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, color, religion, age, sex, or national origin. The cooperators will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, age, sex, or national origin. No otherwise qualified individual will be denied access to a program or activity solely on the basis of a handicap.

B. Officials Not to Benefit.

No member or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

C. Promotions.

The State shall 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 of a product, service or position which the State represents. No release of information relating to this agreement may state or imply that the Government approves of the State's work product, or considers the State's work product to be superior to other products or services.

D. Public Information Release.

The State must obtain prior government approval from the Superintendent, Long Distance Trails Group Office - Santa Fe, for any public information releases which refer to the Department of the

Interior, any bureau, park unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

Article VI. Limitation

Nothing in this General Agreement will be construed as limiting or affecting in any way the authority or legal responsibilities of the Service or the State to perform beyond the respective authority of each or to require either party to expend funds in any context or other obligation for future payment of funds or services in excess of those available or authorized for expenditure.

Article VII. Amendment and Termination

Amendments to this General Agreement may be proposed by either party and shall become effective upon written approval by both parties.

This General Agreement will exist for a period of no longer than five years, at which time all parties to the General Agreement will evaluate its benefits and determine if the Agreement should be reaffirmed. It may be terminated or revised upon 60 days advance written notice given by one of the parties to the other, or it may be terminated earlier by mutual consent of both parties.

Article VIII. Execution

In witness whereof, the parties hereto have executed this General Agreement as of the last date written below:

**Regional Director
Intermountain Region
National Park Service**

**Governor
State of New Mexico**