

**Cooperative Agreement No. P13AC00948
Between
The United States Department of Interior
National Park Service
And
Santa Fe County, New Mexico**

Project Title: El Camino Real de Tierra Adentro National Historic Trail

CFDA No. 15.935; DUNS No. 053297131; FBMS Vendor No. 70017436

This cooperative agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service, National Trails Intermountain Region (hereinafter "NPS"), and the financial assistance (FA) recipient, Santa Fe County, New Mexico (hereinafter "COUNTY") to carry out the purpose of the National Trails System Act (hereinafter known as the "Act") regarding development and interpretation of El Camino Real de Tierra Adentro National Historic Trail (hereinafter "NHT").

ARTICLE I – BACKGROUND AND OBJECTIVES

On October 13, 2000, Congress amended the National Trails System Act to authorize and establish El Camino Real de Tierra Adentro National Historic Trail, extending from El Paso, Texas to San Juan Pueblo, New Mexico, as a component of the National Trails System (16 U.S.C. 1241). The Secretary of the Interior was assigned administrative responsibility for the NHT.

The Act provides that, when determined to be in the public interest, the Secretary of the Interior may enter into written cooperative agreements with public agencies, private organizations, and individuals to operate, develop, and/or maintain any portion of a national historic trail either within or outside a federally-administered area, and that such agreements may include provisions for limited financial assistance.

The Secretary of the Interior has delegated overall administrative responsibility for the NHT to the NPS. A Comprehensive Management and Use Plan for the NHT was completed in 2004. The NPS is responsible at the federal level for carrying out the provisions of the Act as they relate to the NHT by coordinating, stimulating, and guiding the efforts of others to operate, develop, and maintain the NHT in accordance with the comprehensive plan. The plan focuses on providing opportunities for public retracement opportunities along the route, for public understanding and appreciation of the historical significance of the route and related sites through interpretation, and for preservation and protection of the resources. The plan identifies the route as composed of 400 miles of NHT with almost 60 related historic sites. A marked auto-tour route using existing paralleling highways is also identified for the land route and measures over 398 miles in length. These sites and segments are, or will be, managed by cooperating federal, state, and local agencies and private organizations and landowners.

ARTICLE II - AUTHORITY

NPS enters into this Agreement pursuant to:

- A. **General Authority:** 16 U.S.C. 1(g) – Cooperative Agreements – Authorizes the National Park Service to enter into cooperative agreements that involve the transfer of National Park Service appropriated funds to State, local and tribal governments, other public entities, educational institutions, and private nonprofit organizations for the public purpose of carrying out National Park Service programs.
- B. **Specific Authorities:** The National Trails System Act of October 2, 1968, as amended (16 U.S.C. 1241 et. seq.) and Public Law 97-258 (31 U.S.C. 6301 et. seq.).

ARTICLE III – STATEMENT OF WORK

A. The COUNTY agrees to:

1. Work cooperatively with the NPS while implementing the tasks related to this Agreement.
2. Designate a representative who shall act as a technical liaison with the NPS. The COUNTY's liaison will support and promote the interests of the NHT and will provide assistance to the NPS that is within the scope of this Agreement.
3. Assist the NPS in attaining the management objectives and implementation actions set forth in the Comprehensive Management and Use Plan (2004) for the NHT.
4. Assist the NPS with developing visitor use opportunities and support facilities, including development of retracement trail, trailheads, educational and interpretive opportunities for the public and helping to insure that educational and interpretive effort are accurate and sensitively done and that the necessary consultation has occurred.
5. Participate with the NPS in joint strategic, national historic trail development, interpretive, and other planning for the NHT, and assist in setting of priorities for joint efforts and assuming responsibility to take the lead on implementation, as appropriate.
6. Assist with developing visitor use opportunities and support facilities, including educational and interpretive opportunities for the public on trail wide and national levels, and helping to insure that educational and interpretive efforts are accurate and sensitively done and that the necessary consultation has occurred.
7. Assist the NPS by communicating frequently to the NPS about the COUNTY's activities.

B. NPS agrees to:

1. Work cooperatively with the COUNTY while implementing the tasks related to this Agreement.
2. Designate an NPS employee who shall act as a technical liaison with the COUNTY. The NPS liaison will represent the interests of the NPS, and will provide assistance to the COUNTY that is within the scope of this Agreement.

3. Provide technical support and input, coordination, and prompt review and approvals during the data gathering, research, and development phases of any tasks that may be associated with this Agreement. The NPS's technical liaison will ensure that any final products meet NPS standards and quality.
4. Ensure that all work carried out under this Agreement complies with federal, state, and statutory requirements.
5. Assist the COUNTY by facilitating joint strategic and interpretive planning in order to carry out joint trail programs and assist in setting of priorities for joint efforts and assuming responsibility to take the lead on implementation, as appropriate.
6. Provide technical assistance for a wide variety of trail projects.
7. Assist the COUNTY by providing financial assistance as specified in Article VI of this Agreement.
8. Be substantially involved in the development of and implementation of any tasks that may be developed in connection with this Agreement.

C. The projects or activities under this Agreement will be individually authorized by separate task agreements, with each project or activity having a separate work plan and budget developed cooperatively between the NPS and the COUNTY.

ARTICLE IV – TERM OF AGREEMENT

The Agreement will become effective upon the date of the last signature and will expire five (5) years from that date, unless terminated earlier per Article XI. The period from the effective date to the expiration date is the period of performance for the Agreement.

ARTICLE V – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

For the NPS:

Agreement Technical Representative (ATR):

Steve Burns
Landscape Architect
National Trails Intermountain Region
National Park Service
PO Box 728
Santa Fe, NM 87504
Phone: 505-988-6737
Fax: 505-986-5214
Email: steve_burns@nps.gov

Awarding Officer (AO):

Trish Fresquez-Hernandez (primary)
Contracting Officer
National Park Service
P.O. Box 728
Santa Fe, NM 87504-0728
Phone: 505-988-6122
Fax: 505-988-6075
Email: trish_fresquez-hernandez@nps.gov

Tammy Gallegos (secondary)
Contracting Officer
National Park Service
P.O. Box 728
Santa Fe, NM 87504-0728
Phone: 505-988-6085

In the absence of the primary contracting officer, the secondary contracting officer has the same authority as the primary.

For the COUNTY:

Katherine Miller
Manager
Santa Fe County
102 Grant Avenue
Santa Fe, NM 87504

Colleen Baker
Program Manager
Santa Fe County Open Space and Trails Program
PO Box 276
Santa Fe, NM 87504-0276
Phone: 505-992-9868
Email: cbaker@santafecounty.org

- B. **Communications** – The COUNTY will address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to ATR.
- C. **Changes in Key Officials** - Neither the NPS nor the COUNTY may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this

Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE VI – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, amount of financial assistance and any other special term or condition applicable to that project
- B. The COUNTY shall request payment in accordance with the following:
1. **Method of Payment.** Payment will be made by reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 2. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period. Each recipient organization shall submit an SF-270, Request for Advance or Reimbursement, along with an itemized breakdown of costs, to the Agreements Officer for review and approval PRIOR to drawing down any funds in ASAP. After review and approval the NPS will notify the recipient organization which may then draw down the funds in ASAP as requested on the SF-270.
 3. **Adjusting payment requests for available cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 4. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the U.S Treasury ASAP system by the Financial Assistance (FA) recipient.
- C. In order to ensure proper payment, it is required that the COUNTY register with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to register can impact payments under this Agreement and/or any other financial assistance or procurements documents the COUNTY may have with the Federal government.
- D. Any award beyond the current NPS fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. Allowable and Eligible Costs: Expenses charged against awards under the Agreement may not be incurred prior to the effective date of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- F. Travel costs: For travel costs charged against awards under the Agreement, the COUNTY and its contractors shall follow the travel policies in the Federal Travel Regulation, and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. Indirect Costs: Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. Recipient Cost Share or Match: The non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the recipient must meet their cost share commitment over the life of the award.

ARTICLE VII – PRIOR APPROVAL

The COUNTY shall obtain prior approval for budget and program revisions, in accordance with OMB circular A102 as codified by 2 CFR 215.25.

ARTICLE VIII – INSURANCE AND LIABILITY

The COUNTY agrees:

1. To accept responsibility for any property damage, injury, or death caused by the acts or omissions of its employees or representatives, acting within the scope of their employment arising under this Agreement.
2. To provide workers' compensation protection to the COUNTY officers, employees, and representatives.
3. To pay the United States for all damage to the lands or other property of the United States caused by the negligent actions of the COUNTY, its officers, employees, or representatives.
4. In the event of damage to or destruction of the buildings and facilities assigned for the use of the COUNTY in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the COUNTY, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the COUNTY, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the COUNTY will constitute termination of this Agreement by the NPS.

5. To cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the cooperator, its agents, and employees.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

- A. Specific projects or activities for which funds are advanced will be tracked and reported by quarterly submission of a SF-425 Federal Financial Report (FFR). A final SF-425 shall be submitted at the completion of the Agreement. The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, 12/31. For the final SF-425, the reporting period end date shall be the end date of the Agreement. Interim reports shall be submitted no later than 30 days after the end of each reporting period. Annual and final reports shall be submitted no later than 90 days after the end period date.
- B. The COUNTY will provide quarterly performance reports in accordance with 2 CFR 215.51.
- C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 215.53.

ARTICLE X – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 215.33 through 35 apply to this Agreement.

ARTICLE XI – MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the NPS AO and the authorized representative of the COUNTY.
- B. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 215.61.

ARTICLE XII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

OMB Circulars and Other Regulations – The following OMB Circulars and other regulations are incorporated by reference into this Agreement:

1. Administrative Requirements:

- a) **OMB Circular A-102**, Grants and Cooperative Agreements With State and Local Governments (10/07/1994) (further amended 08/29/1997) HTML or PDF (10 pages, 43 kb)
- b) **OMB Circular A-110**, Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (11/19/1993) (further amended 09/30/1999, Relocated to 2 CFR, Part 215)
- c) 43 CFR 12(C) Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local (DOI Specific)
- d) 43 CFR 12(F) Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals and other Non-Profit and Commercial Organizations (DOI Specific)

2. Determination of Allowable Costs:

- a) OMB Circular A-21, as codified at 2 CFR Part 220, "Cost Principles for Educational Institutions"
- b) OMB Circular A-87, as codified at 2 CFR Part 225, "Cost Principles for State, Local, and Indian Tribal Governments."
- c) OMB Circular A-122, as codified at 2 CFR Part 230, "Cost Principles for Non-Profit Organizations."
- d) 43 CFR 12(A) Administrative and Audit Requirements and Cost Principles for Assistance Programs (DOI Specific)

3. Audit Requirements:

- a) OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

4. Code of Federal Regulations/Regulatory Requirements: (as applicable):

- a) 43 CFR 12, Subpart E Buy American Requirements for Assistance Programs
- b) 43 CFR 43 Governmentwide Requirements for a Drug-Free Workplace
- c) 2 CFR Part 1400, NonProcurement Debarment and Suspension, previously located at 43 CFR Part 42, Governmentwide Debarment and Suspension (Non-Procurement)
- d) 43 CFR 18 New Restrictions on Lobbying
- e) 2 CFR Part 175 Trafficking Victims Protection Act of 2000
- f) FAR Clause 52.203-12, Paragraphs (a) and (b), "Limitation on Payments to Influence Certain Federal Transactions."
- g) 2 CFR Part 25 Central Contractor Registration and Data Universal Numbering System

h) 2 CFR Part 170 Reporting Subawards and Executive Compensation

5. **Buy American Act:** Pursuant to section 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this Act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.
6. **Non-Discrimination:** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
7. **Lobbying Prohibition:** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 - No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
8. **Anti-Deficiency Act:** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this

Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

9. **Minority Business Enterprise Development:** Executive Order 12432 – It is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with 43 CFR 12.944 for Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, and 43 CFR 12.76 for State and Local Governments.
10. **Assignment:** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the COUNTY.
11. **Member of Congress:** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
12. **Agency:** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
13. **Non-Exclusive Agreement:** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
14. **Survival:** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
15. **Partial Invalidity:** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
16. **Captions and Headings:** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

- 17. No Employment Relationship:** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and the COUNTY or its representatives. No representative of the COUNTY shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 18. No Third-Party Rights:** This Agreement creates enforceable obligations between only NPS and the COUNTY. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
- 19. Foreign Travel:** The recipient shall comply with the provisions of the Fly America Act (49 USC 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

20. Award Term for Trafficking in Persons (2 CFR Part 175):

This term of award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amended (22 USC 7104).

- a. Provisions applicable to a recipient that is a private entity.
1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.

- b. Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1400.
- c. Provisions applicable to any recipient.
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 - 2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. Definitions. For purposes of this award term:
 - 1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 - 3. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:

- A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

B. Special Provisions

1. **Public Information and Endorsements.** Recipient 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 endorsement of a business, product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.

Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.

2. **Publications of Results of Studies:** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but

assume full responsibility for any statements on which there is a difference of opinion.

3. **Rights In Data:** The recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the COUNTY, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records:** All recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 43 CFR 12.82 for State, local and Indian tribal governments or 43 C.F.R. 12.953 for institutions of higher education, hospitals, other non-profit and all other organizations.
5. **Audit Requirements:** Non-Federal entities that expend \$500,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and revised OMB Circular A-133, which is available at http://www.whitehouse.gov/omb/grants/grants_circulars.html.

Non-Federal entities that expend less than \$500,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, except as noted in A-133, § 215(a), but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 43 CFR 12.66 or 43 CFR 12.926, as applicable. General guidance on the single audit process is included in a pamphlet titled, "Highlights of the Single Audit Process" which is available on the internet at <http://www.dot.gov/ost/m60/grant/sincontact.html>. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.

6. **Procurement Procedures:** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms,

and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
7. **No Lobbying for Federal Funds:** The Recipient will not seek appropriations from Congress to support any ongoing or proposed Recipient activity or project relating to the subject matter of this Agreement or any amendments or sub-agreements hereto, including without limitation federal appropriations for construction, renovation, property acquisition, leasing, administration or operations. Nothing in this paragraph is intended to preclude the Recipient from applying for and obtaining a competitive or non-competitive grant of federal financial assistance from a federal agency or from undertaking otherwise lawful activities with respect to any project or proposal included in the President's budget request to Congress; nor should this paragraph be construed as requesting, authorizing or supporting advocacy by nonfederal entities before Congress.
8. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving:** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009 (ref.: <http://edocket.access.gpo.gov/2009/pdf/E9-24203.pdf>). This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles

when on official government business or when performing any work for or on behalf of the government.

ARTICLE XIII – ATTACHMENTS

Attachments will be identified in each Task Agreement.

ARTICLE XIV – SIGNATURES

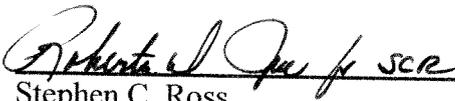
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR THE SANTA FE COUNTY

 8.27.13

Katherine Miller Date
Santa Fe County Manager

Approved as to form:

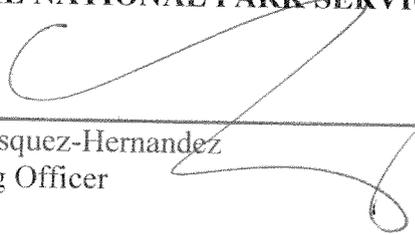
 8/20/13

Stephen C. Ross Date
Santa Fe County Attorney

 8/20/13

Teresa C. Martinez Date
Director
Santa Fe County Finance Department

FOR THE NATIONAL PARK SERVICE

 8/28/13

Trish Fresquez-Hernandez Date
Awarding Officer

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL <i>Katherine Mic</i>	TITLE <i>COUNTY MANAGER</i>
APPLICANT ORGANIZATION <i>SANTA FE COUNTY</i>	DATE SUBMITTED <i>Aug 23, 2013</i>

Approved as to form
 Santa Fe County Attorney
 By: *[Signature]*
 Date: *8/20/13*