

Appendix F: Sample Agreement

Agreement No. _____

AGREEMENT

Between the

NATIONAL PARK SERVICE

and the

COUNTY OF _____, (STATE)

This Agreement is entered into by and between the National Park Service, U.S. Department of the Interior ("Service"), and the County of _____, [State] ("County") concerning the Juan Bautista de Anza National Historic Trail.

ARTICLE 1 — RECITALS

WHEREAS, the County and the Service through the Secretary of the Interior ("Secretary") have the authority to enter into Agreements that are mutually beneficial and in the interest of the public through the National Trails System Act ("the Act")(16 USC 1241-1252;

WHEREAS, 16 USC 1244 (a)(17) established the Juan Bautista de Anza National Historic Trail ("the Trail") and places responsibility for administering the Trail with the Secretary who designated the Service as the federal agency to administer the Trail;

WHEREAS, only federal lands are to be administered as initial protection components of the Trail; but the Act authorizes the Secretary to encourage and assist state, local, or private entities to establish, manage, and protect those segments of the Trail which cross nonfederally-owned lands; and in furtherance of that objective, the Act provides that an Agreement between the Service and cooperating nonfederal agencies may be written for certifying nonfederal sites and segments, marking the Trail, establishing rights-of-way, and developing and maintaining facilities;

WHEREAS, pursuant to the Act, the *Comprehensive Management and Use Plan* (CMP), for the Trail, dated April 1996, 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;

WHEREAS, County agencies were consulted in the preparation and approval of the *CMP*;

WHEREAS, the Trail is recognized in the *County Trails Plan*; and

WHEREAS, the Service and the County mutually desire that the Trail across the County be certified, appropriately marked, administered, and managed so as to accomplish the purposes of the Act and to implement the *San Mateo County Trails Plan*.

Now, therefore, the Parties agree as follows:

ARTICLE II — STATEMENT OF WORK

A. The Service and the County mutually agree to:

1. Establish individual coordinators within each administering agency for Trail administration activities.
2. Adopt the Juan Bautista de Anza National Historic CMP and manage the Trail's resources as appropriate and feasible.
3. Keep each other informed and consult periodically on management issues pertaining to the Trail,
4. Subject to the availability of funds and personnel, provide assistance at the request of either Party for the planning and development of facilities, acquisition of land, and the administration of the Trail.
5. Review Attachment A (County Certified Trail Segments) annually, to revise and update with Trail segments submitted by County for certification.

B. Service agrees to:

1. Provide the County with an initial set of Trail markers in accordance with the marking program established in the *CMP*,
2. Upon request and as funds permit, provide technical assistance for planning access, protection, facilities, interpretation, and other aspects of management of the Trail.
3. Assist, as possible, private landowners and nonfederal managing entities with cultural resource compliance assistance (i.e., National Historic Preservation Act of 1966, as amended, sections 106 and 110) and natural resource compliance assistance, including on-site technical evaluations and reviews of plans, designs, and mitigation measures.
4. Support efforts that promote the Trail as a single, integrated system.
5. Annually review/approve Trail segments submitted by County for certification.

C. The County agrees to:

1. Annually, submit Trail segments for review and certification by NPS.
2. Mark the Trail, as segments within County jurisdiction are completed, with an initial set of markers furnished by the Service according to the marking process identified in the *CMP*, and maintain the Trail markers erected.

3. Administer, manage, protect, and maintain County-owned or -managed Trail sites and segments in accordance with the purpose of the Trail and the *CMP*.

4. Develop, operate, and maintain public access, interpretive and recreational opportunities, and visitor use facilities in accordance with the *CMP*, and recommend appropriate County facilities to house NPS interpretive media or to receive NPS technical assistance.

5. Assist, as possible, private landowners and nonfederal managing entities with cultural resource compliance assistance and natural resource compliance assistance, including on-site technical evaluations and reviews of plans, designs, and mitigation measures.

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

ARTICLE III — TERM OF AGREEMENT

This Agreement shall remain in effect for five years, beginning on the date of the last signature below. This Agreement may be renewed for an additional five-year term upon mutual agreement between the Parties.

ARTICLE IV — KEY OFFICIALS

National Park ServiceCounty

ARTICLE V — PRIOR APPROVAL

Any use of the official Trail marker for other than marking certified Trail sites and segments shall be approved by the Service. The Service shall provide the County with photo-mechanicals or digital files for the marker.

ARTICLE VI — MODIFICATION AND TERMINATION

Modifications to this Agreement may be proposed by either Party and shall become effective upon written approval by both Parties. This Agreement may be terminated 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 VII — STANDARD CLAUSES

A. Civil Rights

During the performance of this Agreement, the cooperators agree to abide by the terms of Executive Order 11246 on nondiscrimination and shall not discriminate against any person because of race, color, religion, age, sex, or national origin. The cooperators shall 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 shall be denied access to a program or activity solely on the basis of a handicap.

B. Officials Not to Benefit

No member of 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.

AUTHORIZING SIGNATURES

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

National Park Service

County

Director, Pacific West Region
National Park Service

Chairman
County Board of Supervisors

Date _____

Date _____
