**TOWN OF NEW CASTLE, COLORADO**
**RESOLUTION NO. TC 2016-19**

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE BUREAU OF LAND MANAGEMENT REGARDING TRAIL DEVELOPMENT AND MANAGEMENT.

WHEREAS, the Bureau of Land Management ("BLM") administers lands within and near the Town of New Castle ("Town"); and

WHEREAS, the land administered by the BLM offers unique opportunities for multi-use outdoor recreation; and

WHEREAS, the Town desires to foster and encourage the proliferation of outdoor recreation and development and use of local trails; and

WHEREAS, working collaboratively with the BLM will help connect trails and other recreational amenities within the Town as well as provide for management and maintenance thereof; and

WHEREAS, the Town Council finds that entering into the Memorandum of Understanding ("MOU") attached hereto as Exhibit "A" will further the Town's goals and is in the Town's best interest.

NOW, THEREFORE, BE IT RESOLVED BY THE NEW CASTLE TOWN COUNCIL:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Council.

2. Adoption. Pursuant to Section 14.4 of the Town Charter, the MOU attached hereto as Exhibit A is hereby adopted by the Council, and the Mayor is authorized to execute the same.

INTRODUCED, PASSED, AND ADOPTED by a vote of __ to __ at a regular meeting of the New Castle Town Council held on September 6, 2016.

TOWN COUNCIL OF TOWN OF NEW CASTLE, COLORADO

Art Riddile, Mayor

ATTEST:

Melody Harrison, Town Clerk

TOWN OF NEW CASTLE GARFIELD COUNTY COLORADO SEAL

# MEMORANDUM OF UNDERSTANDING

Between the

**Bureau of Land Management**

And the

**Town of New Castle**

This Memorandum of Understanding (MOU) is made and entered into between the *Town of New Castle* (Town or New Castle) and the *Department of the Interior, Bureau of Land Management (BLM), Colorado River Valley Field Office* (CRVFO). Both signatories of this MOU are herein referred to as *Partners*.

## *I. Purpose*

The agreement is to establish a general framework of cooperation upon which the Partners will plan, develop, manage and maintain local trails and address recreation-related issues on local BLM lands in compliance with the 2015 CRVFO Resource Management Plan. Such cooperation complements both missions of the BLM and the Town of New Castle and are the in the best interest of the public.

## *II. Objectives*

The objectives of this MOU are to:

- Promote and provide opportunities for environmentally responsible recreational use.
- Encourage outdoor recreational users to be better stewards, advocates & volunteers.
- Plan for patterns of increasing use and minimize private land conflicts.
- Educate residents and visitors on the areas values/assets & how to enjoy them with minimum impact.
- Preserve natural & cultural heritage.
- Maintain priority plant & animal habitats.

- Promote collaborative management and community-based planning.
- Improve the understanding of environmental, social, & economic conditions and trends.
- Expand the partnership to implement on-the-ground activities, enhance funding & implementation of recommendations.

## *III. Authority*

BLM is authorized by Section 307 (b) of Federal Land Policy and Management Act of 1976 (43 U.S.C. 1737) to enter into MOUs involving management, protection, and development of public lands. The Town of New Castle is authorized by Section 14.4 of its Home Rule Charter to enter into intergovernmental agreements for the use of facilities, for furnishing or receiving services, and for other matters in the best interests of the Town.

## *IV. Background*

It is the mission of the BLM to sustain the health, diversity and productivity of the public lands for the use and enjoyment of present and future generations. The BLM is committed to providing multiple use recreational opportunities that meet the needs of our diverse customers while improving the health of the land.

BLM-administered lands in the New Castle area provide an important "close to home" recreation area for local residents. Demand to preserve the unique recreational and aesthetic values of the New Castle area, as well as address the associated impacts of the recreational use, have accelerated as the Town of New Castle prospers and grows.

The work of the Town of New Castle and community organizations, such as New Castle Trails Group, supports the mission of the BLM and fosters community-based partnerships that help conserve and protect public land resources.

## *V. Mutual Benefits*

It is mutually beneficial for both the Town of New Castle and the BLM to work cooperatively on local recreation related issues.

## *VI. Terms of Mutual Agreement*

*The Town of New Castle will:*

- Meet with parties to this agreement for the purpose of coordinating and implementing locally developed collaborative solutions for public-private land issues in the New Castle area.
- Work with community organization, such as New Castle Trails Group, and consultants to develop recreation plans and trails for the BLM-administered lands and Town public lands in the New Castle area.
- Provide materials, equipment, technical assistance, information, data and personnel as appropriate to help the Partners preserve the unique recreational and aesthetic values of the New Castle area.
- Maintain cooperatively developed trails, access points, and signs.
- Assist in cultural and biological clearances, as appropriate, for environmental analysis. As feasible, provide financial and technical support for environmental analysis of planned actions.

*The BLM will:*

- Meet with parties to this agreement for the purpose of coordinating and implementing locally developed collaborative solutions for public-private land issues in the New Castle area.
- Provide materials, equipment, technical assistance, information, data, and personnel as appropriate to help the Partners preserve the unique recreational and aesthetic values of the New Castle area.
- Plan consistent with applicable Federal laws, regulations, BLM plans, and other management direction.
- Provide oversight for actions taken on BLM public lands.
- As feasible, provide environmental analysis and engineering analysis for actions on public lands.

*It is mutually agreed and understood by the Partners that:*

1. The Cooperators may jointly or individually seek grants and outside funding to assist with the all aspects of managing and maintaining quality trail systems and recreational opportunities. However, this MOU is neither a fiscal nor a funds obligations document. This agreement shall not obligate either of the Partners to this agreement to expend appropriations or to enter into any contract or other obligation with the other partner in this agreement.

- Nothing in this agreement shall be construed as a waiver by either of the parties of their respective rights to governmental immunity.
- Any performance of this Agreement that would require financial expenditures by the Partners is subject to annual budgeting and appropriation.
- In carrying out this MOU, there shall be no discrimination against any person because of race, color, national origin, sex, age, religion, or disability.
- This MOU shall not be interpreted to imply that the United States, the Department of the Interior, or the BLM endorses any product, service, or policy or Town of New Castle. The Town of New Castle shall not take any action or make statements that suggests or implies such endorsement.
- This MOU shall not be interpreted to imply that the Town of New Castle endorses any product, service, or policy of the BLM. The BLM shall not take any action or make statements that suggests or implies such endorsement.
- Each signatory party shall obtain prior approval from the other of all press releases, advertisements, or other statements regarding projects or work products intended for the public that refer to this MOU or to the BLM or the Town of New Castle or name or title of any BLM/Town employee involved in connection with this agreement.
- The Partners will consult, at least annually, to discuss actions to implement the purpose of this MOU.

## *VII. Term of Agreement*

This agreement shall have a term of 5 years from the date signed, at which time, it will expire unless extended by issuance of a written amendment, signed and dated by both parties. This agreement may be terminated by either party upon 30 days written advance notice. This agreement shall be reviewed, by both Partners, annually to determine whether it should be continued, modified, or terminated.

This MOU in no way restricts all the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.

Any information furnished to the BLM under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

## *VIII. Agency Contacts*

*The Principal contacts for this MOU are:*

Town of New Castle
Tom Baker, Town Manager
450 West Main Street
P.O. Box90
New Castle, CO 81623

Telephone (970) 984-2311
FAX (970) 984-2716

Brian Hopkins, Assistant Field Manager
Bureau of Land Management
Colorado River Valley Field Office
2300 River Frontage Road
Silt, CO 81652

Telephone (970) 876-9000
FAX (970) 876-9090

This MOU is approved and executed by:

Art Riddle
Mayor
Town of New Castle
Date:

TOWN OF NEW CASTLE
GARFIELD
SEAL
COUNTY
COLORADO

Karl Mendonca
Field Manager
Colorado River Valley Field Office
Date: 8/12/2016