

Mesa County No. _____
NPS MOU No. _____

**Memorandum of Understanding
Between
Colorado National Monument
National Park Service
United States Department of the Interior
And
Board of County Commissioners,
Mesa County, Colorado**

ARTICLE I – BACKGROUND AND OBJECTIVES

Both the Colorado National Monument (NPS) and Mesa County (County) have responsibilities for developing and implementing land use management plans and authorizing lands actions under their respective jurisdictions.

The National Park Service (NPS) is subject to a body of legislation, regulations, and procedures for land-use planning and ecosystem management of reserved NPS lands. “Reserved NPS lands” means any land or interest in land owned by the United States within the county and administered by the Secretary of the Interior through the National Park Service, pursuant to the National Park Service Organic Act, 16 U.S.C. 1 et seq., without regard to how the United States acquired ownership.

The County has adopted a Master Plan, Land Development Code, and other land use control regulations to guide development of private lands in the County.

The parties recognize that policy, land-use, or development decisions by one party may affect similar decisions by the other. The parties further recognize the need to involve the property owners and residents of the area in the land-use planning process.

Although the NPS has established procedures and guidelines for coordinating planning and ecosystem management of resources, these procedures do not detail the manner of consultation with county and municipal governments. It is therefore, in the best interest of both parties to work together to establish an effective process for involvement in the land use planning and management process.

The purpose of this memorandum of understanding (MOU) is to establish a process for consultation in lands actions and appropriate involvement by each party in the development, implementation, and revision of respective management plans.

In recognition of the preceding conditions, the parties agree to coordinate their respective planning and decision making activities in a manner consistent with the respective responsibilities and authorities assigned to each. The parties agree to work together to achieve mutual benefits from available resources, to reduce duplication of effort, and to attain better overall coordination of land use and ecosystem management throughout the County.

ARTICLE II – AUTHORITY

The following laws, regulations or authorities supporting or authorizing this course of action are cited below.

The primary authority pertaining to this MOU for the National Park Service is the National Park Service Organic Act of 1916 (16 U.S.C. 1 et seq.). Other laws affecting the NPS are:

- A. National Park System General Authorities Act of 1970 (16 U.S.C. 1a 1 et seq.).
- B. Antiquities Act of 1906 (16 U.S.C. 431 et seq.).
- C. The National Environmental Policy Act of 1969 (42 USC 4321 et seq.).
- D. The National Historic Preservation Act of 1966 (16 U.S.C.470 et seq.).
- E. The Wilderness Act of 1964 (16 U.S.C. 1131 et seq.).
- F. The Land and Water Conservation Fund Act of 1965.

The authorities pertaining to the MOU for Mesa County are:

- A. Article XIV, Section 18 of the Colorado State Constitution and legislation pursuant thereto; namely, C.R.S., S.29-1-201, et seq.
- B. The Local Government Land Use Enabling Act, C.R., S.29-20- 105, et seq.
- C. C.R.S., S.30-11-101(1)(d), County Powers and Functions.
- D. C.R.S., S.30-28-100.

ARTICLE III – STATEMENT OF WORK

Now, therefore, it is agreed that:

- A. Both parties will:
 - 1) Communicate in decision making related to, but not limited to the following:
 - a. Land-use decision making, including consultation in land use decisions and in preparation of land-use plans (and amendments or revisions), including, but not limited to: agreements regarding subdivision of lands; road construction, maintenance and use, public access and rights-of-way, energy and mineral development, special events;
 - b. Law enforcement;
 - c. Wildland fire management;
 - d. Lease and sale of land;
 - e. Withdrawal of land from general use;
 - f. Flash flooding;
 - g. Weed management;
 - h. Wildlife management;

- i. Tourism promotion.
 - 2) Establish meetings whereby project coordination can take place at least semi-annually. The meeting schedule can be adjusted as appropriate by either agency A project list will be put together by each agency and reviewed at such meetings.
 - 3) Discuss the need for future contracts and agreements between both parties.
 - 4) Discuss future projects of mutual interest and concern to both parties.
- B. The National Park Service will, to the extent possible and consistent with the laws governing the administration of the reserved NPS lands and other applicable federal law:
- 1) Provide for meaningful involvement of County officials in the development and implementation of land-use plans, programs, regulations, and decisions for NPS lands, as well as in any changes to the Superintendent's Compendium, and consider those views in the decision process.
 - 2) Coordinate the land use planning and implementation activities of reserved NPS lands with the land use planning and implementation programs of the County. The NPS shall give consideration to County land use plans that are consistent with the purposes, policies and programs of federal law and regulations applicable to the use and management of reserved NPS land.
 - 3) Provide an opportunity to a) review and comment on actions contemplated by the NPS that would affect land use or development in the County, and b) participate in the review and/or development of the requisite environmental analysis of such actions. Those types of actions the county may be asked to review include but are not limited to those examples in Exhibit A, enclosed herewith.
 - 4) As appropriate, stipulate in permits, rights-of-way, and other authorizations that permitted licensees and/or lessees shall comply with any applicable County resolutions, ordinances, regulations and permit requirements.
 - 5) Make available to the County, upon request, digital spatial data. All data provided should include supporting documentation (metadata) with the following information: data source, data steward, description of the data, source vintage, source scale, reliability, and attributing scheme.

Under the terms of this MOU only non-sensitive, verified automated resource data will be shared. It will be the responsibility of the county to request updates to the data.

- 6) Make personnel available to assist the County in search and rescue activities and mutually beneficial data gathering and land-use planning when determined by the Superintendent to be practical and within financial and personnel limitations.
- 7) Cooperate with the County in the enforcement of County regulations. Nothing in this MOU shall be construed to expand County regulatory jurisdiction over reserved NPS lands.

- 8) Cooperate with the County in mitigating the social and economic impacts of land use activities through mitigating loss of open space by considering conservation easements, land trades, or other measures.
- 9) Provide a copy of the Superintendent's Compendium to the County, and provide the County with copies of any amendments to the Compendium.

C. The County will to the extent possible and consistent with Colorado law:

- 1) Provide for meaningful involvement for NPS officials in the County's land use planning and zoning efforts. NPS involvement will be emphasized in projects which may affect reserved NPS lands.

This NPS involvement will include:

- a) Coordination and sharing of land use and related inventories, studies, and non-proprietary data (e.g. land tenure, demographics, socio-economics, and resource data);
 - b) An opportunity to review and comment on applications submitted to the County that may affect reserved NPS lands and to participate in the review and/or development of any environmental analysis related to any such application (the types of applications subject to this provision include but are not limited to the examples in Exhibit B of this MOU);
 - c) Assure that NPS land use and management plans are considered in the development of County land use plans, and work with the NPS to resolve inconsistencies between County and NPS plans.
- 2) Make available to the NPS, upon request, digital spatial data. All data provided should include supporting documentation (metadata) with the following information: data source, data steward, description of the data, source vintage, source scale, reliability, and attributing scheme.

Under the terms of this MOU only non-sensitive, verified automated resource data will be shared. It will be the responsibility of the NPS to request updates to the data.

- 3) Make County expertise or personnel available for data gathering, environmental studies, and land-use planning which would be mutually beneficial when determined by the county to be practical, recognizing financial and personnel constraints.

ARTICLE IV – TERM OF AGREEMENT

The term of this MOU shall be five (5) years from the effective date of execution unless it is terminated by one of the parties pursuant to Article X hereof.

ARTICLE V – KEY OFFICIALS

- A. The following representatives of their designees have the authority to speak for their respective agencies for the purposes of this MOU and regarding actions undertaken under this MOU:

Superintendent
Colorado National Monument
Fruita, Colorado 81521

Board of County Commissioners
Mesa County
544 Rood Ave
Grand Junction, Colorado 81501

ARTICLE VI – FUNDING

Funds will not be exchanged under this MOU.

ARTICLE VII – PRIOR APPROVAL

Not applicable.

ARTICLE VIII – REPORTS AND/OR OTHER DELIVERABLES

Reports of mutual interest will be shared upon request. No deliverables are called for under this MOU.

ARTICLE IX – PROPERTY UTILIZATION

Unless otherwise agreed to in writing by both parties, any property furnished by one party to the other in accordance with this MOU will remain the property of the furnishing party.

ARTICLE X – MODIFICATION AND TERMINATION

- A. This MOU shall become effective when signed by the parties hereto. This MOU may be formally terminated by either party after 30 days notice in writing to the other stating the intention to do so.
- B. In general, the representatives, their designees, or appropriate staff specialists will contact one another, as necessary, subject to this MOU and any supplemental agreements on a biannual basis to update this MOU.
- C. Amendment or supplements to this MOU may be proposed by either party and shall become effective upon written approval of both parties.
- D. Each and every provision of this MOU is subject to the laws of the United States and the regulation of the Secretary of the Interior and the laws of the State of Colorado.

ARTICLE XI – STANDARD CLAUSES

During the performance of this MOU, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race,

Exhibit A

To the extent possible and consistent with the laws governing the administration of reserved NPS lands and other applicable federal law, Mesa County will be afforded an opportunity to review and comment on applications or proposals that may be filed with the National Park Service or which may impact private land* within the County. This is in no way intended to direct or regulate NPS authority but rather provides a chance for the County to meet with NPS staff or a project proponent and identify any controversial impacts. These may be as follows but not limited to:

1. Rights-of-way for roads, power lines, pipelines, telephone lines and other utility projects.
2. Withdrawals and revocations.
3. Sales, exchanges, leases, or other conveyances of lands.
4. Land Use Management Plans, Environmental Assessments and Environmental Impact Statements.
5. Cooperative management agreements on land use.
6. Special Use Permits and road maintenance activities that may affect vehicular access to Glade Park.

*Impacts to private lands may be considered as follows but not limited to: any NPS activity that would cause erosion, access problems, change water quality, or cause loss of vegetation. Examples are: dumping of hazardous materials, activities that may cause nonpoint source pollution, access via non-county road system ways, activities that may affect perennial streams, wildland/urban interference and fire suppression, and other major projects permitted by the NPS within the sphere of influence of one mile from private land within the county.

Exhibit B

The National Park Service will be afforded an opportunity to review and comment on applications or proposals within one mile of Colorado National Monument that may be filed with Mesa County or which may impact NPS lands.* This is in no way intended to direct or regulate County authority but rather a chance for the NPS to meet with a proponent and identify any controversial impacts. These may be as follows, but not limited to:

1. Residential subdivision, mobile home parks, proposed ridge top construction, commercial or industrial development, requests for temporary or permanent land use variances.
2. Roads, power lines, pipelines, telephone lines, and similar rights-of-way.
3. Solid waste disposal sites and sewage treatment sites.
4. Sand and gravel permits.
5. Building permits where access to NPS land is via Non-County rights-of-way.
6. Special Use Permits and Conditional Use Permits, including Mesa County Roadway Special Events.
7. Zoning regulations, amendments and changes.
8. Subdivision regulations, amendments and changes.
9. Any action not covered above that affect perennial streams that flow through NPS land.

*Impacts to NPS reserved lands may be considered as follows but not limited to: any activity that would cause erosion, cause access problems, change water quality, or cause loss of vegetation. Examples are: dumping of hazardous materials, activities that may cause non-point source pollution, access via County or non-County road system ways, subdivisions next to NPS lands or Wilderness Study Areas, expansion of sand and gravel pits (or other activities that may affect perennial streams), wildland/urban interface and fire suppression, off highway vehicle recreation areas, and other major projects permitted by the County within the sphere of influence of one mile from NPS reserved lands.

AGENDA ITEM SHEET

C-9

Date Submitted: 11/14/14
Hearing Date Requested: 11/24/14
Submitter: David Frankel Phone: 1612
Presenter: David Frankel
Return originals to: David Frankel Location: CAO
Number of originals to return to submitter: 2

To: Mesa County Board of Commissioners

Title of Item: Memorandum of Understanding Between Colorado National Monument, National Park Service, United States Department of the Interior and the Board of County Commissioners of Mesa County, Colorado

Type of Item:

- | | | | | | |
|--------------------------------------|--|--|---|---|--|
| <input type="checkbox"/> Agreement | <input type="checkbox"/> Finance | <input type="checkbox"/> Insurance | <input checked="" type="checkbox"/> MOU | <input type="checkbox"/> Policy/Procedure | <input type="checkbox"/> Reports/Official |
| <input type="checkbox"/> Appointment | <input type="checkbox"/> Finance/General | <input type="checkbox"/> Letter of Support | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Purchase Order | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Contract | <input type="checkbox"/> Grant | <input type="checkbox"/> Liquor License | <input type="checkbox"/> Petition | <input type="checkbox"/> Real Estate | <input type="checkbox"/> Salaries/Benefits |

IF YOU ARE REVISING OR RENEWING AN EXISTING AGREEMENT OR RESOLUTION, INDICATE MCA OR MCM NUMBER ____.
SUMMARIZE CHANGES.

Recommended Board Action: Approve the Memorandum of Understanding Between Colorado National Monument, National Park Service, United States Department of the Interior and the Board of County Commissioners of Mesa County, Colorado

Justification or Background: Mesa County and the National Park Service have been parties to Memoranda of Understanding in the past which have since expired. The proposed MOU would establish parameters within which the parties can collaborate and communicate on areas of common interest.

Fiscal Impact: This item is budgeted in the following account code: If awarded 147-80303-80508
County: \$0 Federal: \$ _____ State: \$ _____ Other: \$ _____

Review:

Administration: Approved Date: (11/19/2014) Denied Date: (____) Approved with Changes Date: (____)
 Briefing Date: (____)

County Attorney: Approved Date: (11/14/2014) Denied Date: (____) Approved with Changes Date: (____)

Finance: Approved Date: (n/a) Denied Date: (____) Approved with Changes Date: (____)

Risk: Approved Date: (n/a) Denied Date: (____) Approved with Changes Date: (____)

****FOR ADMINISTRATION USE ONLY****

Approved Hearing Date: 11/24/2014

Approved Denied Approved with Changes


John Justman, Chair, Board of Commissioners

11-24-14
Date: