

**General Agreement  
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 land actions under their respective jurisdictions.

The 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 the Mesa Countywide land use plan, the Mesa County 2020 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 (“Land Actions”) by one party may affect similar Land Actions 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 General Agreement (this “Agreement”) is to establish a process for consultation in Land 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 Agreement for the National Park Service is the National Park Service Organic Act of 1916 (16 U.S.C. 1 et seq.). Other laws effecting the NPS are:

- A. National Park System General Authorities Act of 1970
- B. Antiquities Act of 1906
- 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 (16 USC 460I-1, et seq.).

The authorities pertaining to the Agreement for Mesa County are:

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

### **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 Actions, 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 semi-annual meetings whereby project coordination can take place. A project list will be put together by each agency annually 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 NPS 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 and consider those views in the decision process.
  - 2) Coordinate Land Actions on reserved NPS lands with the land use planning and implementation programs of the County. The NPS shall give consideration to County land use plans and codes 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) 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 Agreement only non-sensitive, verified automated resource data will be shared. It will be the responsibility of the County to request updates to the data.

- 5) 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.
- 6) Cooperate with the County in the enforcement of County regulations. Nothing in this Agreement shall be construed to expand County regulatory jurisdiction over reserved NPS lands.

- 7) Cooperate with the County in mitigating the social and economic impacts of Land Actions through mitigating loss of open space by considering conservation easements, land trades, or other measures.

C. The County will:

- 1) Provide for meaningful involvement for NPS officials in the County's Land Action processes 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 directly 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 agreement);
  - c) Consider NPS land use and management plans 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 relating to Land Actions that may directly affect reserved NPS lands. 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 Agreement 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 Agreement shall be five (5) years from the date of the last signature by a signatory to this Agreement.

**ARTICLE V – KEY OFFICIALS**

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

Superintendent  
Colorado National Monument  
Fruita, Colorado 81520  
(970) 858-3617

County Commissioners  
Mesa County  
544 Rood Avenue  
Grand Junction, Colorado 81501  
(970) 244-1800

**ARTICLE VI – FUNDING**

Funds will not be exchanged under this Agreement.

**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 Agreement.

**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 Agreement will remain the property of the furnishing party.

**ARTICLE X – MODIFICATION AND TERMINATION**

- A. This Agreement shall become effective when signed by the parties hereto. This Agreement 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 Agreement and any supplemental agreements on a biannual basis to update this Agreement.
- C. Amendments or supplements to this Agreement may be proposed by either party and shall become effective upon written approval of both parties.
- D. Each and every provision of this Agreement 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.

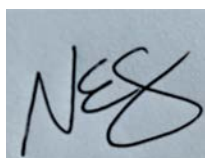
**ARTICLE XI – STANDARD CLAUSES**

During the performance of this Agreement, 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, color, religion, sex or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex or national origin.

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.

**ARTICLE XIII – SIGNATURES**

In Witness Whereof, the parties herein have caused this Agreement to be executed by the Superintendent, Colorado National Monument and the Board of County Commissioners, Mesa County, State of Colorado as of the date of the last signature shown below.



Digitally signed by NATHAN SOUDER  
Date: 2023.05.15 10:01:26 -06'00'

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Superintendent  
Colorado National Monument

Date

**LISA CARRICO**

Digitally signed by LISA CARRICO  
Date: 2023.05.31 18:59:48 -06'00'

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Regional Director  
National Park Service Interior Region 6,7,8

Date



3/14/23

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Chairman  
The Board of County Commissioners,  
Mesa County, Colorado

Date

## **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 and which may impact private land\* within the County. This is in no way intended to direct or regulate NPS planning 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 and which may impact NPS lands. This is in no way intended to direct or regulate County planning 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 (see reference map).
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 special uses that begin at entrance areas to the monument.*
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 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.