



NPS Agreement Number: P12PG70074
BLM Agreement Number: MOU-AZ-2012-01

**GRAND CANYON-PARASHANT NATIONAL MONUMENT
SERVICE FIRST MUTUAL ASSISTANCE AGREEMENT**

Between

United States Department of the Interior
Bureau of Land Management
Arizona Strip District Office

And

United States Department of the Interior
National Park Service
Lake Mead National Recreation Area

This Service First Mutual Assistance Agreement is made and entered into between the United States Department of the Interior, National Park Service, and Lake Mead National Recreation Area, herein referred to as "NPS", and the Bureau of Land Management, Arizona Strip District Office, herein referred to as "BLM"

For the purposes of this document, all references to "Service First Mutual Assistance Agreement" are hereinafter referred to as "Agreement" throughout this document.

ARTICLE I. BACKGROUND

On January 11, 2000, the President, by the authority vested in him by Section 2 of the Act of June 8, 1906 (34 Stat. 225, 16 U.S.C. 431) created, by Proclamation, the Grand Canyon-Parashant National Monument, hereinafter referred to as Monument.

The Monument is located on the Colorado Plateau in northwestern Arizona, within the drainage of the Colorado River. It borders Grand Canyon National Park to the south, the state of Nevada to the west, and encompasses a portion of the BLM Arizona Strip District and the NPS Lake Mead National Recreation Area.

The Monument's remote, open, undeveloped area and engaging scenery is located on the edge of the Grand Canyon. This 1,050,963 acre Monument is a scientific treasure. Deep canyons, mountains, and lonely buttes testify to the power of geological forces and provide colorful vistas. Its Precambrian, Paleozoic and Mesozoic sedimentary rock layers are relatively undeformed and unobscured by vegetation, revealing clear evidence that helps in understanding the processes of the geological history of the Colorado Plateau. The Monument encompasses the Uinkaret and most of the Shivwits Plateaus. Much of the boundary follows the divide between the Colorado River and the Virgin River drainage. The Shivwits Plateau (which is bounded by the Grand Wash Cliffs to the west and by the Hurricane Cliffs to the east) and the Uinkaret Plateau are part of the larger Colorado Plateau of the region. To the south are Parashant, Whitmore, and Andrus Canyons. The Shivwits Plateau forms an important watershed for the Colorado River and contains countless geological, biological, archeological, and historical resources.

The federal lands within the Monument are managed by the Department of the Interior through the NPS and BLM. Joint management responsibility offers both agencies a highly visible opportunity to demonstrate their capabilities in resource stewardship and management effectiveness. The President's Proclamation directs management of the Monument pursuant to applicable legal authorities, including the National Park Service Organic Act, the Federal Land Policy and Management Act, and the National Environmental Policy Act. Management of the federal land in the Monument will continue under the NPS and BLM's existing authorities, but subject to the overriding purpose of protecting the scientific and historic objects described in the Proclamation. Designated wilderness areas encompassed within the Monument will continue to be managed in accordance with the Wilderness Act of 1964 and

the legislation designating them as wilderness. The NPS shall continue to have primary management authority on federal lands in the portion of the Monument within Lake Mead National Recreation Area, and the BLM shall have primary management authority on federal lands in the remaining portion of the Monument.

Currently permitted livestock grazing (including water impoundments and similar range improvements), hunting and similar activities are generally not affected except where (1) the BLM or NPS, through processes required by existing law, identifies places where such uses ought to be restricted or prohibited, as necessary, to protect the federal lands and resources, including the objects protected by the Monument designation; or (2) where the BLM or NPS finds a clear threat from such a use of the federal lands and resources, including the objects protected by the Monument designation, and the circumstances call for swift protective action, or (3) to ensure public safety, specifically in areas with increased visitor use. Such uses will remain subject to applicable laws and regulations and will, therefore, remain subject to regulation and limitation under such provisions for reasons other than establishment of the Monument.

The BLM shall continue to issue and administer grazing leases within the portion of the Monument within Lake Mead National Recreation Area after coordination with the NPS, consistent with the Lake Mead National Recreation Area authorizing legislation and applicable NPS regulations and policies. Laws, regulations, and policies followed by the BLM in issuing and administering grazing leases on all lands under its jurisdiction shall continue to apply to the remaining portion of the Monument.

The Monument has relatively few maintained roads. Those that exist are primitive and tend to be rough and rutted much of the year. Use of the existing rights-of-way (such as those established under R.S. 2477 or Title V of FLPMA) will generally not be affected. In some cases, existing rights-of-way may include valid existing rights. The exercise of such rights may be regulated in order to protect the purposes of the Monument, but any regulation must respect such rights.

Motorized and mechanized off-road vehicle travel, except for authorized administrative and emergency purposes, is prohibited.

The area within the boundaries of the Monument contains approximately 23,205 acres of state land and 7,920 acres of private land. The Monument designation does not apply to those lands, but the Proclamation provides that upon acquisition of title thereto by the United States, land and interests in lands within the Monument not owned by the United States shall be reserved as a part of the Monument. In the absence of acquisition, the laws applicable to the use of private or state lands prior to the establishment of the Monument will continue to apply.

New mining claims are prohibited. The Proclamation withdraws the area from the 1872 Mining Law (30 U.S.C. Sec. 21 et seq.). There are no existing mining claims. The Proclamation further withdraws lands previously open to mineral leasing.

The President's Proclamation directs the Secretary to prepare an agreement to share between the two agencies, consistent with applicable laws, whatever resources are necessary to properly manage the Monument.

ARTICLE II. OBJECTIVE

The objective of this agreement is to facilitate the sharing, consistent with applicable laws, of whatever resources are necessary to properly manage the Monument; to protect the Monument's scientific and historic objects, including unique geological, archeological, historical and biological values; and to provide a new model for multi-agency cooperation in efficient management and seamless service to the public.

ARTICLE III. AUTHORITY

By *Presidential Proclamation 7265 Establishment of the Grand Canyon Parashant National Monument* (Proclamation), the Grand Canyon-Parashant National Monument was established on January 11, 2000. The Proclamation establishing the Monument directs the National Park Service and the Bureau of Land Management to prepare an agreement to share, consistent with applicable laws, whatever resources are necessary to properly manage the Monument.

- 31 U.S.C. 1535(a) – Economy Act (FAR 17.5) which authorizes “The head of any agency to place an order with another agency for goods or services...”
- Proclamation 7265 - Establishment of the Grand Canyon-Parashant National Monument which authorizes that “The National Park Service and the Bureau of Land Management shall manage the Monument cooperatively and shall prepare an agreement to share, consistent with applicable laws whatever resources are necessary to properly manage the monument...”
- 43 U.S.C. 1712 (c) (9) – Federal Land Policy and Management Act for the Bureau of Land Management which authorizes that “The Secretary shall, to the extent consistent with the laws governing the administration of the public lands, coordinate the land use inventory, planning, and management activities of or for such lands with the land use planning and management programs of other Federal departments and agencies and the States and local governments...”
- 43 U.S.C. 1737 (b) – Federal Land Policy and Management Act for the Bureau of Land Management which authorizes that “The Secretary shall, to the extent consistent with the laws governing the administration of the public lands, coordinate the land use inventory, planning, and management programs of other Federal departments and agencies and the States and local governments...” and 43 U.S.C. 1737 (b) – Federal Land Policy and Management Act for the Bureau of Land Management which authorizes that “Subject to the provisions of applicable law, the Secretary may enter into contracts and cooperative agreements involving the management, protection, development, and sale of public lands.”
- Public Law 106-291, as amended, Public law 109-54, Title IV, Section 428, and Public Law 111-8, Section 418 – which will become codified upon approval of the FY 2012 Appropriations Bill or Continuing Resolution. Under the Service First authority, the Bureau of Land Management (BLM), Forest Service (FS), National Park Service (NPS), and Fish and Wildlife Service (FWS) may pilot programs to conduct projects, planning, permitting, leasing, contracting, and other activities, either jointly or on behalf of one another. These four agencies may collocate in Federal offices and facilities leased by an agency of either Department and promulgate special rules as needed to test the feasibility of issuing unified permits, applications, and leases. Reciprocal delegations of authorities, duties, and responsibilities may be made to promote customer service and efficiency. To facilitate the sharing of resources, funds may be transferred and reimbursed on an annual basis, including transfers and reimbursements for multi-year projects. Limitations on the use of funds, however, may not be circumvented.

Public Law 106-291:

- Authorize re-delegation of BLM's authorities, duties, and responsibilities to the FS, NPS, and FWS, to promote customers service and efficiency in accordance with formal delegation procedures in BLM Manual Section 1203
- Authorize re-delegation of NPS's authorities, duties and responsibilities to the FS, BLM, and FWS, to promote customers service and efficiency in accordance with formal delegation subject to NPS program-specific delegations of authority.
- 16 U.S.C. 1011, Watershed Restoration and Enhancement Agreements, (Wyden Amendment) "... for the protection, restoration, and enhancement of fish and wildlife habitat and other resources on public or private land ..."

ARTICLE IV. STATEMENT OF WORK

BLM and NPS shall:

1. Comply with all statutory requirements and the provisions of the January 11, 2000 Presidential proclamation establishing the Grand Canyon-Parashant National Monument.
2. Educate each other in the plans, policies, regulations and guidelines which apply to operations and uses on BLM or NPS lands; and work collaboratively in modification or development of same to ensure consistency, wherever possible, in the management of the Monument.

3. Develop an operating plan to indicate the details of shared needs for each fiscal year, and other details as needed to support Monument mission and goals (as set forth below) are achieved.
4. Develop and pursue activities in support of the following Monument mission and goals:

Mission: Grand Canyon-Parashant National Monument is a model of land management that conserves the natural, scientific and historic resources and includes ecological restoration, rugged recreation, and ranching, while honoring the history and living traditions of the people who came before us – “The Place Where the West Stays Wild”.

Goals: In all activities undertaken to reach the goals of the Monument, the first priority is to achieve the overriding purpose of the Monument: the conservation and protection of the historic and scientific objects described in the Proclamation.

- The Monument serves as a model of efficient interagency coordination and cooperation, incorporating the strengths of each agency.
- The Grand Canyon-Parashant National Monument Resource Management Plan/General Management Plan, 2008 (Monument Plan) was developed within a regional context, building upon existing plans, and using a collaborative planning process that provides clear direction for Grand Canyon-Parashant National Monument management.
- Natural and social settings will be managed to preserve the remote and unspoiled landscape character while providing opportunities for visitors to experience adventure, beautiful vistas and sense of discovery through a variety of sustainable backcountry activities.
- Protection of cultural, social, biological, and physical resources for which the Monument was created will remain the highest priority in planning and management.
- Existing land use authorizations will be monitored and no new mineral sales, leases or mining claims, or non-scientific vegetative sale permits will be issued, as to maintain the sustainability of the resource and aesthetics of the landscape.
- Through a system of designed routes, provide a variety of backcountry driving experiences and access to key destinations and features, while managing to protect resource values.
- Seek cooperation with all affected stakeholders by involving the public in Monument planning and management.
- The Monument acts as a model for scientifically based, ecological restoration. Research and investigate studies will guide in the restoration of health native ecosystems, natural fire regimes and cultural landscapes.
- The infrastructure footprint will be the minimum necessary to provide for public safety and enjoyment and to protect the values upon which the Monument is based.
- Design standards will be developed for signs, kiosks, facilities and other developments across the Monument to help ensure energy efficiency, sustainability, quality, and consistency with the purposes of the Monument designation.
- Sustained, well-managed ranching operations and associated interpretive activities will showcase the Monument’s historical living and working landscape and enhance visitor experience.
- Conservation and restoration of a habitat mosaic that supports sustainable levels of a full range of native species, including predators, will be emphasized. Recovery and protection of special status species will remain a primary focus.

- A proactive information and education program provides diverse audience with information about the Monument. Audiences understand the purpose of the Monument and its resources and receive the information they need to have a safe and enjoyable experience.
 - The preservation of natural quiet will be emphasized in areas identified as key recreational destination points and other concentrated use areas possessing this value.
5. As permitted by law, provide funds, staff, facilities, services, equipment, supplies, and materials with which to support the objectives of this Agreement and the purposes for which the Monument was established through individual project statements appended to this Agreement.

ARTICLE V. TERM OF AGREEMENT

The term of this Agreement shall be for fifteen (15) years, renewable with the concurrence of both NPS and BLM. This agreement will be review by both agencies annually and amended as needed with the concurrence of both the NPS and BLM.

ARTICLE VI. KEY OFFICIALS

1. NPS Superintendent
Grand Canyon-Parashant National Monument
345 East Riverside Drive
St. George, Utah 84790
435-688-3226
2. BLM Monument Manager
Grand Canyon-Parashant National Monument
345 East Riverside Drive
St. George, Utah 84790
435-688-3202

ARTICLE VII. MANAGEMENT DIRECTION

The overall management direction and guiding policies for this agreement shall be set by an Executive Council consisting of the District Manager, Arizona Strip District, and the Superintendent, Lake Mead National Recreation Area. The Executive Council will hold no less than annual coordination meetings to establish policies and approve priorities in strategic directions.

ARTICLE VIII. PAYMENTS

The BLM and NPS will identify funding sources for programs and activities authorized by this Agreement. The capability of the BLM and NPS to provide financial assistance will be determined on a year-by-year, project-by-project basis, subject to the availability of funds.

When necessary, payments between agencies shall be accomplished via electronic funds transfer using the Interagency Payment and Collection (IPAC) system or Financial and Business Management System (FBMS) direct transfer authority. Reference should be made to this document's NPS and BLM Agreement Number. Billing addresses are the same as those noted in Article VI. The accounting location for the National Park Service is 14-10-0099 and for the Arizona Strip District Office it is 14-11-0008. Account numbers will be provided on a project-by-project (individual assistance/support) basis.

ARTICLE IX. PRIOR APPROVAL/JOINT PROJECTS

Individual project statements appended to this Agreement shall authorize the commitment of government funds in furtherance of this Agreement. When the work to be accomplished and a work program are mutually agreed upon by all parties, an appropriate project statement should be consummated obligating funds. In the development of a work program, the BLM and NPS shall agree to the projected costs of component work projects and determine the level of funding available both through the government as well as other public and private sources. The level of cost sharing shall be determined and documented in the project statements appended to this Agreement or as amended through subsequent project statements stating the estimated cost, method of disbursement, payment information, and applicable appropriation and accounting data.

All unexpended funds will be either redistributed to other monument project costs if such redistribution is agreed to, in writing by the BLM and NPS, or reassigned back to the obligating agency.

ARTICLE X. MODIFICATION AND TERMINATION

This agreement may be modified by the written agreement of all the parties. Requests for modification shall be forwarded, in writing, by one party to the others at least sixty (60) days prior to the proposed date of the modification.

