

General Agreement
between
National Park Service, Curecanti National Recreation Area
and
US Bureau of Reclamation, Upper Colorado Region
Relating to the Resource Protection Study
and
Associated Environmental Impact Statement
for the
Curecanti National Recreation Area

Introduction

This General Agreement is entered into by and between the United States Department of the Interior. National Park Service (Service), Curecanti National Recreation Area, and the United States Department of the Interior. Bureau of Reclamation (Reclamation). Upper Colorado Region. and pertains to Reclamation's participation as a cooperating agency for the Resource Protection Study (Study) for Curecanti National Recreation Area (Recreation Area) and the associated Environmental Impact Statement (EIS).

The Service is conducting the Study for lands within and adjacent to the Recreation Area as directed by PL 106- 76. Following the Study, the Service will make recommendations to Congress for actions to protect the resource value and character of the study lands, which may include recommendations for boundary adjustments. It is also possible that a recommendation will be made that Curecanti National Recreation Area be legislatively established as a unit of the National Park System. The Service will prepare an EIS for the Study pursuant to the National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. Section 4321 ~ The EIS will identify practicable alternatives to protect the resource value and character of the study lands, consistent with Reclamation's Aspinall Unit and Uncompahgre Project authorized purposes, and will be the basis for the recommendation to Congress.

Reclamation withdrew or acquired most of the lands within the Recreation Area for the Wayne N. Aspinall Unit (Aspinall Unit) of the Colorado River Storage Project as authorized by the Colorado River Storage Project Act (CRSPA) of 1956 (PL 84-485; 70 Stat.105), as amended by the Colorado River Basin Project Act of 1968 (PL 90-537; 82 Stat. 885). Reclamation operates and maintains three dams within the Aspinall Unit and their associated reservoirs and facilities, including access roads and hydro-power plants. The Western Area Power Administration operates the associated transmission lines. Under CRSPA, the Aspinall Unit is operated for purposes that include, among others, regulating the flow of the Colorado River, flood control, improving navigation, storage and delivery of water, improving water quality, providing recreation facilities, improving conditions for fish and wildlife, and generation and sale of electrical power. Additional lands below Crystal Dam were withdrawn by Reclamation, contain facilities for, and are currently operated and maintained in support of the

Uncompahgre Reclamation Project. Uncompahgre Project works include a diversion dam, a caretaker's residence, a tunnel, and an access road.

The Service currently administers the Recreation Area within the Aspinall Unit, providing for recreation therein in accordance with Section 8 of the CRSP A and a 1965 memorandum of agreement with Reclamation.

This General Agreement outlines the responsibilities of the Service as the lead agency and Reclamation as a cooperating agency for the Study and the associated EIS.

In acknowledgment that the Study and EIS will involve an analysis of potential impacts to Reclamation's facilities, interest, and operations, the Service and Reclamation agree as follows:

The Service shall, in accordance with CEQ 1501.6 and 1501.7:

1. Incorporate the environmental analysis and proposals of Reclamation, as an agency with jurisdiction by law or special expense, to the extent possible consistent with its responsibility as lead agency.
2. Meet with Reclamation at the latter's request
3. Use its own funds for costs incurred by the Service related to the study, including staff labor required for environmental analysis, preparation of appropriate sections of the document, and review of the EIS.
4. Determine the scope and the significant issues to be analyzed in depth in the EIS.
5. Identify and eliminate from detailed Study the issues which are not significant or which have been covered by prior environmental review, narrowing the discussion of these issues to a brief presentation of why they will not have a significant effect on the human environment or providing a reference to their coverage elsewhere.
6. Allocate appropriate assignments for preparation of the EIS to Reclamation, with the Service retaining responsibility for the EIS.
7. Indicate any public environmental assessments and other EIS's which are being or will be prepared that are related to but are not part of the scope of this EIS.
8. Keep Reclamation informed of due dates for requested products in a timely fashion to allow Reclamation the opportunity to schedule work.
9. Undertake other tasks mutually agreed upon that may become necessary during the course of the study.

The Service may:

10. Consider many factors in determining time limits as referenced in CFR 1501.8, including the consequences of delay.

11. Set overall time limits or limits for each part of The NEPA process (consistent with CFR 1506.10) which may include:

- Preparation of the Draft EIS (DEIS)
- Review of any comments on the DEIS from the public and agencies
- Preparation of the Final EIS (FEIS)

Reclamation shall:

12. Upon request of the Service, and as agreed to by Reclamation, assume responsibility for developing information and preparing environmental analyses including writing portions of the EIS for which Reclamation has special expertise.

13. At the request of the Service, and as agreed to by Reclamation, make staff support available to enhance the Service's interdisciplinary capability.

14. Use it's own funds for costs incurred by Reclamation related to the study, including staff labor required for environmental analysis, preparation of appropriate sections of the document, and review of the EIS.

Reclamation may:

15. In response to the lead agency's request for assistance in preparing the EIS, reply that other program commitments or funding constraints preclude any involvement or the degree of involvement requested in the action that is the subject of the EIS.

OTHER RESPONSIBILITIES

Nothing in this General Agreement will be construed to amend or abridge the authority of either the Service or Reclamation to further comment and carry out their respective responsibilities under the provisions of NEPA, CEQ regulations and guidance, or other specific mandates and legal responsibilities.

AUTHORIZED REPRESENTATIVES

Authorized representatives of the Service and Reclamation are identified below. At its sole discretion, either agency may designate one alternate representative. Each agency's designated authorized representative is authorized to act in its behalf with respect to those matters contained in this General Agreement. Each agency may change the designation or its authorized representative upon oral notice given to the other, confirmed promptly by written notice.

Under this General Agreement, the agency representatives will be:

For the NATIONAL PARK SERVICE:

Dave Robens
Montrose Public Lands Center
2465 South Townsend Ave.
Montrose, CO 81401
Phone: (970) 240-5432
Fax: (970) 240-5368

For the BUREAU OF RECLAMATION:

Alan M. Schroeder
Western Colorado Area Office
2764 Compass Drive, Suite 106
Grand Junction, CO 81506
Phone: (970) 248-0692
Fax: (970) 248-0601

IN WITNESS HEREOF:

For the National Park Service:

Superintendent
Curcanti National Recreation Area
National Park Service
United States Department of Interior

Date

For the Bureau of Reclamation:

Upper Colorado Region
Bureau of Reclamation
United States Department of Interior