



AMERICA'S GREAT OUTDOORS ROCKY MOUNTAIN GREENWAY GENERAL AGREEMENT

This Agreement is entered into by and between the Secretary of the Interior and the Governor of the State of Colorado. Throughout this Agreement the Secretary and the Governor may be referred to singularly or jointly as “the parties.” The purpose of this Agreement is to memorialize the parties’ ongoing collaboration in furtherance of the America’s Great Outdoors Initiative. The commitments made by the parties in this Agreement are intended to advance a common objective to promote and establish the Rocky Mountain Greenway.

ARTICLE I—BACKGROUND AND OBJECTIVES

The South Platte River and the other local rivers and streams that flow through the Denver/Front Range metropolitan region of Colorado provide priceless conservation and outdoor recreation values to the 2.5 million people of this urban region.

Three of the Country’s largest urban national wildlife refuges exist in the midst of this metropolitan region—the 27 square-mile Rocky Mountain Arsenal National Wildlife Refuge (NWR); the 6,200-acre Rocky Flats NWR; and the Two Ponds NWR. These are open spaces, wildlife sanctuaries, and outdoor recreation opportunities that likewise serve this vast urban area.

Citizens in the greater Denver/Front Range metropolitan area decided long ago to build a world class network of regional connections and greenways. As a result of decades of private, local, State and Federal investment, large parcels of open land are protected and available for public use in and around the Denver/Front Range metropolitan area. Some of the region’s most important assets include: 40,000 acres of parks, open space and water quality/recreation improvement; over 140 miles of trails serving about 2.9 million residents; and large Federal, State and local investment in the cleanups and restoration of Rocky Flats and the Rocky Mountain Arsenal national wildlife refuges.

Rocky Mountain National Park, located just northwest of the Denver/Front Range metropolitan region, has long been a crown jewel of the national park system.

These natural assets that have always been vital to the people of the Denver/Front Range metropolitan area, the growth of the region and its economy, are irreplaceable recreational, wildlife, scenic, and natural corridors that link the diverse communities in the Denver/Front Range metropolitan area with green space, and provide important benefits for the quality of life in these communities.

Local communities, non-profit organizations and area partnerships continue to lead the way with innovative conservation and outdoor recreation initiatives such as the Northeast Greenway Corridor, the Platte River Project, the Rocky Mountain Backdrop Project, the Sand Creek Regional Greenway, and others that build upon the natural amenities already protected in the greater metropolitan area.

In February 2011 President Barack Obama announced the America’s Great Outdoors (AGO) Initiative, a nationwide initiative to encourage and support community, consensus-based, cooperative, and linked conservation and recreation projects around the Country. Among its goals, AGO promotes the development of a new generation of great urban parks and accessible community parks and green spaces, and river restorations and recreational “blueways” that power economic revitalization in communities.

The vibrant system of local open spaces and trails throughout the Denver/Front Range metropolitan region is a national and worldwide example of a great urban park—a place where urban citizens can recreate and connect with the outdoors. But there is more work to be done to complete this vision. These open spaces and trails could substantially benefit from increased coordination and cooperation among local communities. The proximity of Rocky Mountain National Park to the largest metropolitan area in the Rocky Mountain States provides an ideal opportunity to promote greater park access and outdoor activity for the public.

In May 2011, Colorado Governor John Hickenlooper and Secretary of the Interior Ken Salazar announced the Rocky Mountain Greenway as one of three Colorado AGO priority projects. The Rocky Mountain Greenway is envisioned as a Federal, State, local, and stakeholder partnership to expand on the Denver/Front Range metropolitan area’s existing greenway and riparian infrastructure to create an uninterrupted trails/transportation link connecting the Denver/Front Range metropolitan area’s trail systems with the three National Wildlife Refuges in the metropolitan region and Rocky Mountain National Park.

ARTICLE II—AGREEMENT

The parties will work together on a variety of initiatives, each within the limits of its own authorities. In some cases, both parties will play an active role in furthering an initiative; in others, one party will take the lead and the other will play a smaller, supporting role. In addition, other governmental and non-governmental parties may assist in the achievement of specific tasks.

1. Steering Committee

The parties will establish a joint Steering Committee to explore and carry out, by mutual agreement, collaborative actions and programs designed to promote and develop the Rocky Mountain Greenway, a coordinated, consensus-based, interconnected recreational trails and non-motorized transportation system linking existing area parks, open spaces, wildlife areas, river corridors, the three National Wildlife Refuges, and Rocky Mountain National Park

The Steering Committee may establish working groups to develop specific plans, programs, and projects and to meet deadlines established by the Steering Committee.

The parties agree:

- To establish and maintain a standing steering committee composed of 10 members, which shall be known as the Rocky Mountain Greenway Steering Committee. The Steering Committee shall meet regularly as needed to pursue matters of mutual interest as defined in this Agreement.

- The Steering Committee shall include one representative for the Governor, as more fully described below, one representative for the Secretary, as more fully described below; and as mutually agreed by the Governor and Secretary, four representatives of Denver/Front Range metropolitan area local governments (two county government and two city government representatives), and four representatives of local government-private sector area partnerships and non-governmental organizations (NGOs) engaged in the development of parks, open spaces, wildlife areas, river corridors, and trails systems.
- The Governor's and Secretary's representatives shall serve as co-chairs of the Steering Committee. They will convene the Committee and facilitate its discussions and deliberations.
- The Steering Committee shall from time to time invite other parties to join their discussions, including other governmental representatives, heads of agencies, local government, DOI employees, and NGO representatives, when such participation will further the purposes of the Agreement.
- The Steering Committee shall at all times act in conformance with the Federal Advisory Committee Act, the National Environmental Policy Act, and any other applicable Federal, State, or local law or ordinance.
- The Steering Committee shall prepare and release to the public or the media only such materials describing the Steering Committee, its processes, its participants, and its decisions as is mutually agreed to by the parties. Nothing in this Agreement is intended to affect the release of documents requested in accordance with the provisions of Federal or State laws regarding disclosure of public records.

2. Support for Steering Committee

(i) The Secretary will:

1. Assign an existing senior Department of the Interior employee to represent the Department on the Steering Committee.
2. Assign other existing Department employees as needed to serve on any working groups established.
3. Provide information, reports, research, planning documents, and other DOI employee time and expertise as appropriate to support detailed and substantive discussions.
4. Review program and organizational proposals and other Steering Committee and working group products expeditiously and provide staff, equipment, and other DOI resources to carry out agreed upon programs and actions.

(ii) The Governor will:

1. Assign an existing senior employee from the Governor's Office or agency employee under the Governor's appointing authority to represent the State on the Steering Committee.

2. Assign other existing State employees as needed to serve on any working groups established.
3. Provide information, reports, research, planning documents, and other employee time and expertise as appropriate to support detailed and substantive discussions.
4. Review program and organizational proposals and other Steering Committee and working group products expeditiously and provide staff, equipment and other State resources to carry out agreed upon programs and actions.

ARTICLE III—TERM OF AGREEMENT

The term of Agreement is 5 years, beginning at execution of the Agreement. Either party may terminate its role in this Agreement, without cause, cost, or penalty, by providing the other party with 30 days advance written notice. On receipt of such notice of termination, the parties will meet promptly to discuss reasons for the notice and attempt to resolve the specific issue or issues influencing the decision to terminate.

ARTICLE IV—REPORTS AND DELIVERABLES

The Steering Committee shall submit a report to the Secretary of the Interior and the Governor of the State of Colorado by the end of each calendar year. Additional reports and deliverables are to be determined by the needs of each activity covered by this Agreement.

ARTICLE V—MODIFICATION OR TERMINATION

This Agreement may be modified by a written instrument executed by the parties.

ARTICLE VI—GENERAL PROVISIONS

- A. Non-Discrimination: During the term of this Agreement, the parties will comply with applicable laws prohibiting discrimination on the grounds of race, color, national origin, disability, religion, or sex in employment and in providing for facilities and services to the public.
- B. Appropriations and Obligation of Funds: Nothing in this Agreement shall be construed to obligate the Department of the Interior to any current or future expenditure of resources in advance of the availability of appropriations from Congress nor does this Agreement obligate the Department of the Interior or the United States to spend funds on any particular project or purpose even if funds are available. Nothing in this Agreement shall commit either party to obligate or transfer any funds. Specific work projects or activities that involve the transfer of funds, services, or property between the parties will require separate agreements and be contingent upon the availability of appropriated funds.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

- D. Lobbying with Appropriated Money: No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress (Member), a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Member or official, at his request, or to Congress or such official through the proper channels, requests for any legislation, law, ratification, policy, or appropriations that they deem necessary for the efficient conduct of public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, or national security activities. Violations of this section shall constitute violations of U.S. Code Title 31, Section 1352(a).
- E. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- F. Assignment: Neither party shall assign to any other person or entity any part of this Agreement, unless the prior written approval of the other partner is obtained.
- G. Application: This Agreement is subject to all applicable laws, regulations, or official policies of the Department of the Interior and the State of Colorado existing on this date or as amended, modified, or superseded.
- H. Effective Date: This Agreement becomes effective on the date the last signature is affixed.
- I. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- J. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all laws, regulations, and management policies governing Department of the Interior property and resources, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as in any way impairing the general powers of the Department of the Interior for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies. Nothing in this Agreement shall be inconsistent with or contrary to the purpose of or intent of any Act of Congress or any laws of the State of Colorado.
- K. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- L. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way

shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

M. Expenses: Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the Department of the Interior for goods or services provided by the State of Colorado, or vice versa.

N. Disclaimer: Nothing in this Agreement obliges either party to undertake any action it deems counter to its own authorities, purposes, or benefit.

ARTICLE VII—SIGNATURES

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed.

John Hickenlooper
Governor, State of Colorado

Date_____

Ken Salazar
Secretary, U.S. Department of the Interior

Date_____