



FS Agreement No. 19-MU-11021000-035

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**COLORADO PARKS AND WILDLIFE, NORTHEAST REGION**  
**AND**  
**BOULDER COUNTY**  
**AND**  
**CLEAR CREEK COUNTY**  
**AND**  
**GILPIN COUNTY**  
**AND**  
**JEFFERSON COUNTY**  
**AND**  
**LARIMER COUNTY**  
**AND**  
**USDI, NATIONAL PARK SERVICE**  
**ROCKY MOUNTAIN NATIONAL PARK**  
**And The**  
**USDA, FOREST SERVICE**  
**ARAPAHO AND ROOSEVELT NATIONAL FORESTS**  
**AND PAWNEE NATIONAL GRASSLAND**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Colorado Parks and Wildlife, Northeast Region, hereinafter referred to as "Colorado Parks and Wildlife", Boulder County, hereinafter referred to as "Boulder County", Clear Creek County, hereinafter referred to as "Clear Creek County", Gilpin County, hereinafter referred to as "Gilpin County", Jefferson County, hereinafter referred to as "Jefferson County", Larimer County, hereinafter referred to as "Larimer County," United States Department of the Interior (USDI), National Park Service, Rocky Mountain National Park, hereinafter referred to as the "National Park Service," and the United States Department of Agriculture (USDA), Forest Service, Arapaho and Roosevelt National Forests and Pawnee National Grassland, hereinafter referred to as the "U.S. Forest Service, collectively, the "Parties."

Background: Colorado’s Front Range is growing. From 2010 to 2015, the 7-county metro area added an average of 55,500 new residents each year with another 507,000 people expected to move here by 2025. By 2050, we are projected to grow to more than 4.5 million. The entire Front Range, from Fort Collins to Pueblo, is expected to total more than 7.1 million people in 2050. Many of these people are doing what Coloradans have enjoyed for generations – heading to Colorado’s public lands to ski, hike, camp, fish and otherwise recreate. Colorado’s



population is growing; our mountains aren't, and therein lies the challenge. Our population is straining the capacity of our public lands, negatively impacting our wildlife and natural resources, and putting at risk what makes our state so special – our ability to enjoy our mountains and all they offer.

Managing this growth and its impacts requires a systemic change in the way our public lands are managed. It requires an approach that is:

- Based on core values of stewardship, conservation, sustainability and equity with a focus on ensuring a positive recreational experience.
- Focused on addressing issues and needs that are critical to protecting Colorado's mountains, including watershed health, wildlife management, and ensuring access for all utilizing a thoughtful and deliberate approach.
- Holistic – Federal, state and local governments must work together to identify ways they can cross bureaucratic boundaries to more effectively and efficiently allocate and share resources. Moreover, this issue is not limited to land managers; ultimately the approach must include ecological stewardship, outdoor recreation, transportation, tourism, economic development, and other interests whose decisions have a direct impact on our public lands.
- Adaptable – We can't predict with certainty what Colorado will look like in the future or how recreational demands may change. We need an approach that is adaptable over the long-term so it can manage this uncertain future.
- Proactive and deliberate – Constrained resources at the federal, state and local levels have resulted in a reactive approach to land management. To protect our mountains, we need a strategy that is proactive and deliberate.
- Financially Sustainable – This approach must identify ways to provide the necessary resources and support, financial and otherwise, which will ensure that the protection and enhancement of public lands, wildlife, and the Colorado outdoor experience can be enduring over the long-term.

The focus of this group will be on the Arapaho and Roosevelt National Forests and other adjacent public lands, but it is hoped that the model and approach that is developed will be replicable to other problem areas in Colorado.

Title: NoCoPLACES 2050.

- I. PURPOSE:** The purpose of this MOU is to provide a framework for collaborating on the development and implementation of a long-term recreation management strategy in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The parties have a mutual interest in development and implementation of a recreation management strategy that meets the following goals: (a) identifies regional challenges and conflicts related to degradation of natural resources, trailhead congestion, use conflicts, lack of amenities, law enforcement, opportunities to align regulations and policies among local, state and federal organizations, wildlife and sensitive areas; (b)



identify possible partnerships, efficiencies, solutions, collective resources technology strategies and transportation strategies; (c) integrate partner master planning into an all-lands master plan; and (d) facilitates sharing and leveraging of financial and human capacity to plan and implement actions identified in the long-term recreation management strategy.

The parties to this MOU acknowledge that any one party may participate in local activities or implement decisions related to recreation management as part of their site-specific obligations, responsibilities and authorities. This MOU is not meant to supplant any parties' discretionary authority to make decisions about recreation management associated with their individual jurisdictions. This MOU is not intended to obligate funds of any of the parties. This MOU is intended to provide a framework for parties to integrate their local, site-specific decisions and activities into a collaborative all lands approach to recreation management.

In consideration of the above premises, the parties agree as follows:

### **III. COLORADO PARKS AND WILDLIFE SHALL:**

- A. Work within Colorado Parks and Wildlife's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- B. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

### **IV. BOULDER COUNTY SHALL:**

- A. Work within Boulder County's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- B. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

### **V. CLEAR CREEK COUNTY SHALL:**

- A. Work within Clear Creek County's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- B. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

### **VI. GILPIN COUNTY SHALL:**

- A. Work within Gilpin County's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.



- B. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

**VII. JEFFERSON COUNTY SHALL:**

- C. Work within Jefferson County's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- D. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

**VIII. LARIMER COUNTY SHALL:**

- A. Work within Larimer County's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- B. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

**IX. THE NATIONAL PARK SERVICE SHALL:**

- E. Work within the National Park Service's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- F. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

**X. THE U.S. FOREST SERVICE SHALL:**

- A. Work within U.S. Forest Service's statutory and regulatory authorities, including planning, NEPA, and decision-making requirements.
- B. Cooperate on the development and implementation of a long-term recreation strategy for the northern Front Range of Colorado.

**XI. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. As funding and resources are available and authorized (as determined in each party's sole discretion), the parties will provide technical, human and financial support of development and implementation of the long-term recreation management strategy including, but not limited to:
  - a. Provide designated representatives for a NoCoPLACES 2050 Collaborative (referred to as "the Collaborative"),



- i. Executive Team, composed of representatives of the parties to this MOU,
    - ii. Steering Committee, composed of individuals designated by the Executive Team, and
    - iii. Development and Implementation Teams to be established by the Executive Team.
  - b. Work with the parties to develop a funding strategy to support the Project Coordinator position.
  - c. Share Geographic Information System and other information and data as identified by the Executive Committee and subject to the discretion of each party.
  - d. Prepare a NoCoPLACES 2050 Cooperative Communication Plan related to development and implementation of the long-term recreation strategy.
  - e. Prepare Recreation Management Strategy Implementation Plan.
- B. Meet as requested and cooperate to facilitate completion of the long-term recreation strategy.
- C. Consider entering into separate agreements, as resources allow, to accomplish agreed upon projects in order to complete and implement the long-term recreation management strategy.
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Colorado Parks and Wildlife Contacts:**

<b>Colorado Parks and Wildlife Program Contact</b>	<b>Colorado Parks and Wildlife Administrative Contact</b>
Name: Mark Leslie Address: 6060 Broadway City, State, Zip: Denver, CO 80216 Telephone: (303) 291-7361 FAX: Email: mark.leslie@state.co.us	Name: Windi Padia Address: 6060 Broadway City, State, Zip: Denver, CO 80216 Telephone: (970) 842-6300 FAX: Email: windi.padia@state.co.us



**Principal Boulder County Contacts:**

<b>Boulder County Program Contact</b>	<b>Boulder County Administrative Contact</b>
Name: Deb Gardner Address: P.O. Box 471 City, State, Zip: Boulder, CO 80306 Telephone: (303) 441-3500 FAX: Email: dgardner@bouldercounty.org	Name: Michelle Krezek Address: P.O. Box 471 City, State, Zip: Boulder, CO 80306 Telephone: (303) 441-3561 FAX: Email: mkrezek@bouldercounty.org

**Principal Clear Creek County Contacts:**

<b>Clear Creek County Program Contact</b>	<b>Clear Creek County Administrative Contact</b>
Name: Randy Wheelock Address: P.O. Box 2000 City, State, Zip: Georgetown, CO 80444 Telephone: FAX: (303) 679-2440 Email: rwheelock@co.clear-creek.co.us	Name: Matt Taylor Address: P.O. Box 2000 City, State, Zip: Georgetown, CO 80444 Telephone: (303) 679-2356 FAX: (303) 679-2440 Email: mtaylor@co.clear-creek.co.us

**Principal Gilpin County Contacts:**

<b>Gilpin County Program Contact</b>	<b>Gilpin County Administrative Contact</b>
Name: Gail Watson Address: 203 Eureka Street City, State, Zip: Central City, CO 80427 Telephone: 303-582-5214 FAX: 303-582-5440 Email: gwatson@co.gilpin.co.us	Name: Steve Strohming Address: 203 Eureka Street City, State, Zip: Central City, CO 80427 Telephone: 303-582-5831 x1 FAX: 303-582-5440 Email: sstrohming@co.gilpin.co.us

**Principal Jefferson County Contacts:**

<b>Jefferson County Program Contact</b>	<b>Jefferson County Administrative Contact</b>
Name: Libby Szabo Address: 100 Jefferson County Pkwy., Suite 5550 City, State, Zip: Golden, CO 80419 Telephone: 303-271-8525 FAX: Email: lszabo@jeffco.us	Name: Tom Hoby Address: 700 Jefferson County Pkwy., Suite 100, Open Space Building City, State, Zip: Golden, CO 80401 Telephone: 303-271-5930 FAX: Email: thoby@co.jefferson.co.us



**Principal Larimer County Contacts:**

<b>Larimer County Program Contact</b>	<b>Larimer County Administrative Contact</b>
Name: Tom Donnelly Address: P.O. Box 1190 City, State, Zip: Fort Collins, CO 80522 Telephone: (970) 498-7002 FAX: Email: donnelt@co.larimer.co.us	Name: Daylan Figgs Address: 1800 S. County Road 31 City, State, Zip: Loveland, CO 80537 Telephone: (970) 619-4560 FAX: Email: figgsdw@co.larimer.co.us

**Principal Park Service Contacts:**

<b>National Park Service Program Contact</b>	<b>National Park Service Administrative Contact</b>
Name: Darla Sidles Address: 1000 Highway 36 City, State, Zip: Estes Park, CO 80517 Telephone: (970) 586-1201 FAX: (970) 586-1397 Email: Darla_Sidles@nps.gov	Name: John Hannon Address: 1000 Highway 36 City, State, Zip: Estes Park, CO 80517 Telephone: (970) 586-1365 FAX: (970) 586-1397 Email: john_hannon@nps.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: Monte Williams Address: 2150 Centre Ave., Bldg E City, State, Zip: Fort Collins, CO 80526 Telephone: (970) 295-6603 FAX: Email: monte.williams@usda.gov	Name: Rebecca Cuthbertson Address: 1617 Cole Blvd., Bldg. 17 City, State, Zip: Lakewood, CO 80401 Telephone: 303-275-5068 FAX: 303-275-5453 Email: rebecca.cuthbertson@usda.gov

E. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To Parties, at Party's address shown in the MOU or such other address designated within the MOU.



Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or parties from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of parties' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of parties' products or activities.
- H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; party availability of funds and other resources; agency and party administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

Nothing herein shall be construed or interpreted as a waiver, express or implied, of any of the notice requirements, defenses, immunities and limitations of liability that the Counties and their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. Section 24-10-101, et seq.) and under any other law.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for parties to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted





and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- J. USE OF NATIONAL PARK SERVICE ARROWHEAD. In order for parties to use the National Park Service Arrowhead on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the National Park Service. Requests for use of National Park Service Arrowhead should be directed to our Office of Partnerships and Philanthropic Stewardship using this link:  
<https://www.nps.gov/subjects/partnerships/arrowhead-requests.htm>
- K. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. COLORADO OPEN RECORDS ACT. Nothing in the agreement shall be deemed to waive or modify any public access or provision of the Colorado Open Records Act (“CORA”).
- M. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or the Colorado Open Records Act, as applicable.
- N. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All parties, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. Parties shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. Parties shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.



*In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)*

**To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.**

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

*"This institution is an equal opportunity provider."*

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. Parties shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should parties or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Q. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through five years from the date of the last signature, at which time it will expire.




S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

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MARK LESLIE Date  
NE Regional Manager, Colorado Parks and Wildlife

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 10.3.19  
DEB GARDNER Date  
County Commissioner, Boulder County

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 10/3/19  
RANDY WHEELOCK Date  
County Commissioner, Clear Creek County

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GAIL WATSON Date  
County Commissioner, Gilpin County

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MARK LESLIE Date  
NE Regional Manager, Colorado Parks and Wildlife

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DEB GARDNER Date  
County Commissioner, Boulder County


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RANDY WHEELLOCK Date  
County Commissioner, Clear Creek County

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 9/24/19  
GAIL WATSON Date  
County Commissioner, Gilpin County

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MARK LESLIE  
NE Regional Manager, Colorado Parks and Wildlife

Date

DEB GARDNER  
County Commissioner, Boulder County

Date

RANDY WHEELOCK  
County Commissioner, Clear Creek County

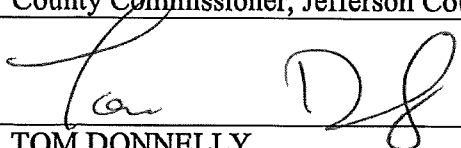
Date

GAIL WATSON  
County Commissioner, Gilpin County

Date

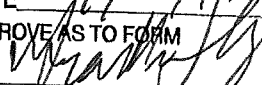
County Commissioner, Jefferson County

Date

  
TOM DONNELLY  
County Commissioner, Larimer County

7/31/19

Date

DATE 7/29/19  
APPROVE AS TO FORM  
  
ASSISTANT COUNTY ATTORNEY



S. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

*Mark Leslie*

9/10/19

MARK LESLIE

Date

NE Regional Manager, Colorado Parks and Wildlife

DEB GARDNER

Date

County Commissioner, Boulder County

RANDY WHEELOCK

Date

County Commissioner, Clear Creek County

GAIL WATSON

Date

County Commissioner, Gilpin County



Approved as to form:

10-31-19

*[Signature]*  
ASSISTANT COUNTY ATTORNEY

LIBBY SZABO  
County Commissioner, Jefferson County

Date

TOM DONNELLY  
County Commissioner, Larimer County

Date

DARLA SIDLES, Superintendent  
Rocky Mountain National Park

Date

MONTE WILLIAMS, Forest Supervisor  
Arapaho and Roosevelt National Forests and Pawnee  
National Grassland

Date

The authority and format of this agreement have been reviewed and approved for signature.

Rebecca  
Cuthbertson

Digitally signed by  
Rebecca Cuthbertson  
Date: 2019.09.04 13:16:38  
-06'00'

REBECCA CUTHBERTSON  
U.S. Forest Service Grants Management Specialist

Date



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LIBBY SZABO Date  
County Commissioner, Jefferson County

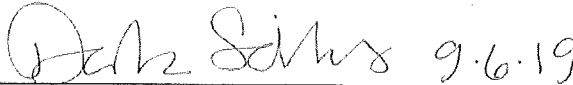
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TOM DONNELLY Date  
County Commissioner, Larimer County


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 9.6.19  
DARLA SIDLES, Superintendent Date  
Rocky Mountain National Park

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 11-1-2019  
MONTE WILLIAMS, Forest Supervisor Date  
Arapaho and Roosevelt National Forests and Pawnee  
National Grassland

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The authority and format of this agreement have been reviewed and approved for signature.

Rebecca Cuthbertson  
Digitally signed by  
Rebecca Cuthbertson  
Date: 2019.09.04 13:16:38  
-06'00'

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REBECCA CUTHBERTSON Date  
U.S. Forest Service Grants Management Specialist



**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.