

**MEMORANDUM OF UNDERSTANDING  
REGARDING NoCo PLACES 2050**

**By and Between**

**COLORADO PARKS AND WILDLIFE, NORTHEAST REGION; BOULDER COUNTY;  
CLEAR CREEK COUNTY; GILPIN COUNTY; JEFFERSON COUNTY; LARIMER  
COUNTY; 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 REGARDING NoCo PLACES 2050 (MOU) is hereby made and entered into by and between Colorado Parks and Wildlife, Northeast Region, ("Colorado Parks and Wildlife"); Boulder County; Clear Creek County; Gilpin County; Jefferson County; Larimer County; the United States Department of the Interior ("USDI"), National Park Service, Rocky Mountain National Park ("National Park Service"); and the United States Department of Agriculture ("USDA"), Forest Service, Arapaho and Roosevelt National Forests and Pawnee National Grassland ("U.S. Forest Service"), collectively, the "Parties." This MOU shall supersede and replace the Memorandum of Understanding, dated November 1, 2019, by and between the Parties.

Background: Public lands in Colorado's Front Range are experiencing a significant increase in demand for outdoor recreation and visitation, straining their capacity, negatively impacting our wildlife and natural resources, and putting at risk what makes our state so special -- our natural resources and our ability to enjoy our public lands and all they offer.

Addressing and planning for this increased demand 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 equitable 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 and ownership 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 respond to changing demands and 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 sustainable over the long-term.

The Parties' initiative to accomplish the shared goal of adopting a long-term recreational management strategy, as outlined in this MOU, shall be called the Collaborative ("the Collaborative"). The focus of the Parties related to the Collaborative will be on public lands in north-central Colorado, but it is hoped that the model and approach that is developed by the Parties will be replicable to other areas in Colorado that are facing similar issues.

## **NoCo PLACES 2050**

- I. **PURPOSE:** The purpose of this MOU is to provide a framework for collaborating on cross boundary communication, information sharing and a long-term recreation and conservation strategy the Parties will pursue in accordance with the provisions set forth herein.
  
- II. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**
  - A. The Parties have a mutual interest in development and implementation of a cooperative recreation management strategy that meets the following goals: (a) identifies regional challenges, conflicts, and collaborative management approaches and solutions related to degradation of natural and cultural 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) provides regional education and communications with consistent messaging; (c) identifies possible partnerships, efficiencies, solutions, collective technologies, and transportation strategies; (d) integrates a collaborative, regional approach to land management plans developed and/or implemented by each partner; and (e) facilitates sharing and leveraging of data, ideas, tools, best practices, studies, and the financial and human capacity to plan and implement actions identified in the long-term recreation management process.
  
  - B. 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 party's discretionary authority to make decisions about recreation management associated with its individual jurisdiction. This MOU is intended to provide a framework for the Parties to integrate their local, site-specific, decisions and activities into a collaborative approach to conservation and recreation management of all public lands in the northern Front Range of Colorado.

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

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

As resources are available and authorized (as determined in each party's sole discretion), the Parties will provide technical and staffing support, for work within their own jurisdiction, for development and implementation of the long-term conservation, recreation and visitor management strategy including, but not limited to:

- A. Provide a designated representative for the Collaborative's Executive Committee, who will have the authority to represent their agencies in making decisions concerning land management of their respective jurisdictions. Members of the Executive Committee agree to provide the expertise of their respective staffs to assist with the Collaborative's work.
- B. Collaborate on regional, integrated visitor/user recreation maps and information.
- C. Share data, ideas, tools, best practices, studies and research, marketing material, and other information as identified by the Executive Committee, subject to the discretion of each party.
- D. Implement a collaborative and cooperative approach to communicating common messages to educate and inform the public about land stewardship, best visitor use practices and other issues.
- E. Develop a recreation and conservation vision for the region that identifies priority projects and issues that each partner may implement in their respective plans.
- F. Integrate the Collaborative's approaches and insights into federal, state, and local land management and visitor use planning processes and management plans, as possible in accordance with each party's priorities, legal responsibilities, and funding.
- G. Serve as a hub for collaborative implementation of conservation efforts, visitor use and experience, and multi-agency pilot projects, which may include entering into separate agreements, as resources allow, to accomplish agreed-upon projects.

- H. Meet regularly and cooperate to facilitate completion of the long-term recreation strategy.
- I. Provide a forum for internal and external relationship-building and sharing of information within agencies and communities, and among leaders, decisionmakers and external funders.

#### **IV. GOVERNANCE**

- A. There shall be an Executive Committee that consists of one representative from each of the Parties. The Executive Committee shall make all material decisions on behalf of the Collaborative and will provide direction and oversight for any consultants, contractors, and project management (through separate appropriate legal instruments within their own jurisdiction when applicable). Decision-making will be by consensus, which is defined as an agreement all can support or abide by, and to which they do not object; in other words, an agreement all can live with. The Executive Committee shall strive to meet monthly and will also meet a minimum of once per year to plan strategy and direction for the Collaborative. Any Executive Committee member may appoint a substitute to represent its party at any meeting of the Executive Committee and any substitute member may participate as a full member at any meeting at which they attend.
- B. The Committee will designate co-chairs to serve as the operational interface between the project staff/facilitators and the Executive Committee, providing guidance and direction. Decisions may be made without full Committee approval provided that facilitators and the co-chairs agree that it does not need to be raised to the full Committee level. Committee co-chairs will include one county representative and one representative from the state or federal Parties. Committee co-chairs may serve a term of one-year and are eligible to serve more than one term subject to the approval of the Executive Committee. The decision of who are the Executive Committee co-chairs will be revisited every December by the Executive Committee.
- C. Other standing and or ad hoc committees may be established by the Executive Committee. Standing committees and ad hoc committees shall be solely advisory to the Executive Committee unless a specific delegation of decision-making authority is granted to the committee by the Executive Committee. Composition of other committees shall be at the discretion of the Executive Committee and may include both representatives of the Parties and others who may have subject matter expertise that would be helpful to the Collaborative. Meetings of committees may be in person or electronic, at the discretion of the participants.

## V. PRINCIPAL CONTACTS

Principal contacts for the Parties are as follows:

### **Principal Colorado Parks and Wildlife Contacts:**

<b>Colorado Parks and Wildlife Program Contact</b>	<b>Colorado Parks and Wildlife Administrative Contact</b>
Shannon Schaller 6060 Broadway Denver, CO 80216 Telephone: (303) 291-7114 Email: <a href="mailto:Shannon.schaller@state.co.us">Shannon.schaller@state.co.us</a>	Shannon Schaller 6060 Broadway Denver, CO 80216 Telephone: (303) 291-7114 Email: <a href="mailto:Shannon.schaller@state.co.us">Shannon.schaller@state.co.us</a>

### **Principal Boulder County Contacts:**

<b>Boulder County Program Contact</b>	<b>Boulder County Administrative Contact</b>
Therese Glowacki 5201 St. Vrain Road Longmont, CO 80503 80306 Telephone: (303) 678-6206 Email: <a href="mailto:tglowacki@bouldercounty.org">tglowacki@bouldercounty.org</a>	Therese Glowacki 5201 St. Vrain Road Longmont, CO 80503 Telephone: (303) 678-6206 Email: <a href="mailto:tglowacki@bouldercounty.org">tglowacki@bouldercounty.org</a>

### **Principal Clear Creek County Contacts:**

<b>Clear Creek County Program Contact</b>	<b>Clear Creek County Administrative Contact</b>
Randy Wheelock P.O. Box 2000 Georgetown, CO 80444 Telephone: 970-390-2195 FAX: (303) 679-2440 Email: <a href="mailto:rwheelock@co.clear-creek.co.us">rwheelock@co.clear-creek.co.us</a>	Name: Brian Bosshardt Address: P.O. Box 2000 City, State, Zip: Georgetown, CO 80444 Telephone: 303-679-2312 FAX: Email: <a href="mailto:bbosshardt@clearcreekcounty.us">bbosshardt@clearcreekcounty.us</a>

### **Principal Gilpin County Contacts:**

<b>Gilpin County Program Contact</b>	<b>Gilpin County Administrative Contact</b>
Sandy Hollingsworth 203 Eureka Street Central City, CO 80427 Telephone: 720-646-8331 FAX: 303-582-5440 Email: <a href="mailto:shollingsworth@gilpincounty.org">shollingsworth@gilpincounty.org</a>	Ray Rears, County Manager 203 Eureka Street Central City, CO 80427 Telephone: 303-582-6010 x 1007 FAX: 303-582-5440 Email: <a href="mailto:rrears@gilpincounty.org">rrears@gilpincounty.org</a>

**Principal Jefferson County Contacts:**

<b>Jefferson County Program Contact</b>	<b>Jefferson County Administrative Contact</b>
Tom Hoby 700 Jefferson County Pkwy.; Suite 100, Open Space Building Golden, CO 80401 Telephone: 303-271-5930 Email: <a href="mailto:thoby@co.jefferson.co.us">thoby@co.jefferson.co.us</a>	Tom Hoby 700 Jefferson County Pkwy., Suite 100, Open Space Building City, State, Zip: Golden, CO 80401 Telephone: 303-271-5930 Email: <a href="mailto:thoby@co.jefferson.co.us">thoby@co.jefferson.co.us</a>

**Principal Larimer County Contacts:**

<b>Larimer County Program Contact</b>	<b>Larimer County Administrative Contact</b>
Daylan Figgs 1800 S. County Road 31 Loveland, CO 80537 Telephone: (970) 619-4560 Email: <a href="mailto:figgsw@co.larimer.co.us">figgsw@co.larimer.co.us</a>	Andrea Weber 1800 S. County Road 31 Loveland, CO 80537 Telephone: 970-619-4462 Email: <a href="mailto:weberan@co.larimer.co.us">weberan@co.larimer.co.us</a>

**Principal Park Service Contacts:**

<b>National Park Service Program Contact</b>	<b>National Park Service Administrative Contact</b>
Gary Ingram 1000 Highway 36 Estes Park, CO 80517 Telephone: (970) 586-1201 FAX: (970) 586-1397 Email: <a href="mailto:Gary_Ingram@nps.gov">Gary_Ingram@nps.gov</a>	John Hannon 1000 Highway 36 Estes Park, CO 80517 Telephone: (970) 481-0545 FAX: (970) 586-1397 Email: <a href="mailto:john_hannon@nps.gov">john_hannon@nps.gov</a>

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

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Monte Williams 2150 Centre Ave., Bldg E Fort Collins, CO 80526 Telephone: (970) 295-6603 Email: <a href="mailto:monte.williams@usda.gov">monte.williams@usda.gov</a>	Sara Wolf 2840 Kachina Drive City, State, Zip: Pueblo, CO 81008 Telephone: 719-467-6445 Email: <a href="mailto:sara.wolf@usda.gov">sara.wolf@usda.gov</a>

## **VI. NOTICES**

Any communications affecting the operations covered by this MOU given by any of the Parties is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail to the other Parties at the addresses provided for the Principal Contacts above. Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later. Any party may change Principal Contacts or addresses by providing an update in writing to the other Parties.

## **VII. PARTICIPATION IN SIMILAR ACTIVITIES**

This MOU in no way restricts any of the Parties from participating in similar activities with other public or private agencies, organizations, and individuals.

## **VIII. ENDORSEMENT**

Any of the Parties' contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the Parties' products or activities.

## **IX. 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 Federal Land Management Agency 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 laws.

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

**X. NONBINDING AGREEMENT FOR NON-FEDERAL PARTIES**

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, Colorado Parks and Wildlife, and their respective officers and employees may have under the Colorado Governmental Immunity Act (C.R.S. §§ 24-10-101, et seq.) and under any other law.

**XI. TERMINATION**

Any of the Parties, in writing, may terminate its participation in this MOU in whole, or in part, at any time before the date of expiration.

**XII. MODIFICATIONS**

Modifications within the scope of this MOU must be made by mutual consent of the Parties, by the issuance of a written amendment 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.

**XIII. COLORADO OPEN RECORDS ACT.**

Nothing in the MOU shall be deemed to waive or modify any public access or provision of the Colorado Open Records Act (C.R.S. §§ 24-72-101 et seq.) ("CORA").

**XIV. 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).

**XV. 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.

**XVI. 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.

**XVII. 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 Rocky Mountain National Park. Requests for use of National Park Service Arrowhead should be directed to Rocky Mountain National Park Superintendent.

**XVIII. 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 MOU, or benefits that may arise therefrom, either directly or indirectly.

**XIX. 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.

**XX. 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."***

#### **XXI. 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.

#### **XXII. COMMENCEMENT/EXPIRATION DATE**

This agreement is executed as of the date of the last signature and is effective for 5 years at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

#### **XXIII. 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.

*Gavan Staller*

11/01/23

---

Colorado Parks and Wildlife

Date

---

Boulder County

Date

---

Clear Creek County

Date

---

Gilpin County

Date

---

Jefferson County

Date

---

Larimer County

Date

---

GARY INGRAM, Superintendent  
National Park Service, Rocky Mountain National Park

Date

---

Colorado Parks and Wildlife Date

**Therese Glowacki** Digitally signed by Therese Glowacki  
Date: 2023.08.31 13:32:04 -06'00'

---

THERESE GLOWACKI, Director Date  
Boulder County Parks and Open Space

---

Clear Creek County Date

---

Gilpin County Date

---

Jefferson County Date

---

Larimer County Date

---

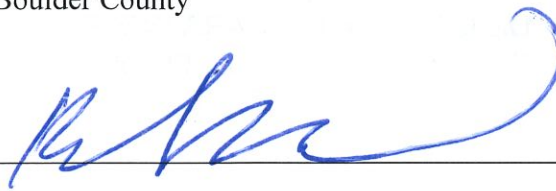
GARY INGRAM, Superintendent Date  
National Park Service, Rocky Mountain National Park

---

Colorado Parks and Wildlife Date

---

Boulder County Date

 9/19/23

---

Clear Creek County Date

---

Gilpin County Date

---

Jefferson County Date

---

Larimer County Date

---

GARY INGRAM, Superintendent Date  
National Park Service, Rocky Mountain National Park

---

Colorado Parks and Wildlife Date

---

Boulder County Date

---

Clear Creek County Date

---

*Sandy Hollingsworth* 9-26-23  
Gilpin County Date

---

Jefferson County Date

---

Larimer County Date

---

GARY INGRAM, Superintendent Date  
National Park Service, Rocky Mountain National Park

---

Colorado Parks and Wildlife Date

---

Boulder County Date

---

Clear Creek County Date

---

Gilpin County Date

---

*Thomas J. Healy* *11/1/23*  
Jefferson County Date

---

Larimer County Date

---

GARY INGRAM, Superintendent Date  
National Park Service, Rocky Mountain National Park

---

Colorado Parks and Wildlife Date

---

Boulder County Date

---

Clear Creek County Date

---

Gilpin County Date

---

Jefferson County Date

*Jody Shaddock-McNally* *October 10, 2023*  

---

Date  
Larimer County

---

GARY INGRAM, Superintendent Date  
National Park Service, Rocky Mountain National Park



---

Colorado Parks and Wildlife

Date

---

Boulder County

Date

---

Clear Creek County

Date

---

Gilpin County

Date

---


Jefferson County

Date

---

Larimer County

Date

  
GARY INGRAM, Superintendent  
National Park Service, Rocky Mountain National Park

11 July 2023  
Date

---

MONTE WILLIAMS, Forest Supervisor  
U.S. Forest Service, Arapaho and Roosevelt National  
Forests and Pawnee National Grassland

Date

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

**SARA WOLF**

Digitally signed by SARA WOLF  
Date: 2023.08.31 13:21:05 -06'00'

---

SARA WOLF  
Forest Service Grants Management Specialist

Date

APPROVED AS TO FORM



September 12, 2023

---

Christine M. Luckasen  
Assistant County Attorney I  
Larimer County