

WORKING AGREEMENT

between

**Colorado Parks and Wildlife, Boulder, Clear
Creek, Gilpin and Larimer Counties**

and the

**USDA Forest Service Region 2
Arapaho and Roosevelt National Forests**

for

**Forest Plan Amendment for Recreational
Sport Shooting Environmental Assessment**

This Working Agreement is made and entered into by and between Colorado Parks and Wildlife and the Counties of Boulder, Clear Creek, Gilpin and Larimer; hereinafter referred to, individually and collectively, as appropriate in the context, as "Sport Shooting Partners,"¹ and the USDA Forest Service, Arapaho and Roosevelt National Forests, hereinafter referred to as the "Forest Service".

Background: In May 2015, the Forest Service initiated scoping for a proposed Forest Plan Amendment related to recreational sports shooting (RSS Amendment). The RSS Amendment proposes to add Forest Plan direction for how recreational sport shooting will be managed across the Arapaho and Roosevelt National Forests, what lands are suitable or unsuitable for sport shooting, and direction for designated shooting areas. Any decision on the RSS Amendment will be subject to the National Environmental Policy Act (NEPA) procedures, the Council on Environmental Quality's implementing regulations, and the Forest Service regulations. At this time, an environmental assessment is proposed for NEPA compliance.

Because of complex urban interface patterns and increasing human population there is a need to work cooperatively with the Sport Shooting Partners to facilitate safe and responsible recreational sport shooting across the northern Colorado Front Range.

In accordance with CEQ regulations 40 CFR 1501.6,² the Forest Service requests the assistance of the Sport Shooting Partners as cooperating agencies in preparing the environmental assessment.

Purpose: The purpose of this working agreement is to document the cooperation between the Sport Shooting Partners and the Forest Service in preparing the environmental assessment for the RSS Amendment. This Forest Service and Sports Shooting Partners will carry out this Working Agreement in accordance with the following provisions:

¹ The Forest Service and the Sport Shooting Partners are also signatories to an April 2014 MOU which establishes the Northern Front Range Recreational Sport Shooting Management Partnership and the development of a recreational sports shooting strategy. The purpose of the partnership is to develop a landscape-level, multi-jurisdictional strategy to provide safe, responsible and accessible recreational sport shooting opportunities while addressing conflicts near residential areas and with other recreation users across the northern Colorado Front Range.

² The Sport Shooting Partners are, individually, appropriate as cooperating agencies because they are state and county agencies that have special expertise with respect to environmental and social issues which will be addressed in the environmental assessment and have data relevant to the environmental analysis.

A. The Forest Service shall:

1. Be the Lead Agency for the RSS Amendment.
2. As lead agency, the Forest Service retains final responsibility for the content of all NEPA documents, which include the environmental assessment and decision. The Forest Service responsibilities include determining the purpose of and need for the RSS Amendment, selecting alternatives for analysis, identifying effects of the proposed alternatives, selecting the preferred alternative, and determining appropriate mitigation measures. In meeting these responsibilities, the Forest Service will follow all applicable statutory and regulatory requirements.
3. To the maximum extent consistent with its responsibilities as lead agency, the Forest Service will consider the comments, recommendations, data, and/or analyses provided by the Sports Shooting Partners, given special expertise they possess regarding environmental, social and economic impacts within their jurisdiction.
4. Meet with a cooperating agency at the latter's request.
5. To the maximum extent practicable, the Forest Service will provide for their review the Sport Shooting Partners with copies of documents underlying the environmental assessment relevant to their responsibilities, including technical reports, data, analyses, comments received, working drafts related to environmental reviews, and draft and final environmental assessments.

B. The Sport Shooting Partners shall:

1. Each designate one official representative. All representatives will be invited to participate in this NEPA process including Interdisciplinary Team (IDT) meetings.
2. Each assist in identifying designated shooting areas on National Forest System lands and other lands within their jurisdiction.
3. Each provide information, comments, and technical expertise to the Forest Service regarding elements of the environmental assessment, and the data and analyses supporting those elements. This may include impacts associated with environmental, social and economic issues or other items for which the Forest Service requests the Sport Shooting Partner's assistance.
4. Within their area of special expertise, each of the Sport Shooting Partners may participate in the following activities: providing data and information needed for analysis, providing guidance on public involvement strategies, identifying data needs, suggesting management actions to resolve environmental impact issues, identifying effects of alternatives, suggesting mitigation measures, and providing written comments on working drafts of the environmental assessment and supporting documents.
5. Each of the Shooting Partners is deemed a party to this agreement, with all the rights of a party.

- C. **Funding:** The parties will utilize their own funding sources to complete the project. No exchange of funding will be required from any party.
- D. **Confidentiality:** The parties recognize and agree that data present through interdisciplinary meetings or draft documents are to remain confidential. Forest Service will be solely responsible for releasing information to the public regarding this project. Any inquiries from the general public will be directed to the Forest Service Project Manager.
- E. **Nonbinding Agreement:** This working agreement 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 agreement. Nothing in this agreement authorizes any of the parties to obligate or transfer anything of value.

Nothing in this agreement is intended to alter, limit, or expand the parties statutory and regulatory authority.

- F. **Public Notices:** It is the Forest Service's policy to inform the public as fully as possible of its programs and activities. Sport Shooting Partners are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Forest Service, Department of Agriculture, Arapaho and Roosevelt National Forests, enters into this working agreement to document the cooperation between the parties to conduct environmental analysis and prepare adequate NEPA documentation for the RSS Amendment on National Forest System lands."

The Sports Shooting Partners should call on the Forest Service for advice regarding public notices. The Sport Shooting Partners are requested to provide copies of notices or announcements to the Forest Service as far in advance of release as possible.

- G. **Modification:** Modifications within the scope of this agreement shall be made by mutual consent of the parties and be signed and dated by the parties prior to modifications being performed.
- H. **Termination:** This working agreement will terminate upon completion of the RSS Amendment and Forest Service decision. Any of the parties may also terminate this Working Agreement as to it, in whole, or in part, at any time before the date of expiration.
- I. **Commencement/Expiration Date:** This Working Agreement is executed as of the date of the last signature and is effective through the duration of the environmental assessment.

/s/ Monte Williams

10/16/2015

Monte Williams, Forest Supervisor
Arapaho Roosevelt National Forest and Pawnee National Grassland

Date

/s/ Steve Yamashita

9/30/2015

Steve Yamashita, Northeast Regional Director
Colorado Parks and Wildlife

Date

/s/ Deb Gardner

10/16/2015

Deb Gardner, County Commissioner
Boulder County

Date

/s/ Tom Donnelly

10/13/2015

Tom Donnelly, County Commissioner
Larimer County

Date

/s/ Gail Watson

9/29/2015

Gail Watson, County Commissioner
Gilpin County

Date

/s/ Thomas S. Hayden

10/13/2015

Tom Hayden, County Commissioner
Clear Creek County

Date



Monte Williams, Forest Supervisor
Arapaho Roosevelt National Forest and Pawnee National Grassland

10-16-2015

Date



Steve Yamashita, Northeast Regional Manager
Colorado Parks and Wildlife

9/30/2015

Date



Deb Gardner, County Commissioner
Boulder County

10/16/2015

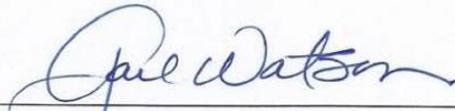
Date



Tom Donnelly, County Commissioner
Larimer County

10/13/15

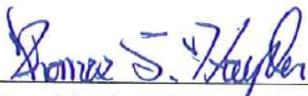
Date



Gail Watson, County Commissioner
Gilpin County

9/29/15

Date



Tom Hayden, County Commissioner
Clear Creek County

10-13-15

Date