



MODIFICATION OF GRANT OR AGREEMENT		PAGE 1	OF PAGES 2
1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 16-MU-11021200-001	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 001	
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Rick Maestas Grants and Agreements Specialist PSICC USDA, Forest Service 2840 Kachina Drive Pueblo, CO 81008	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Andy Cadenhead Physical Resources Staff Officer PSICC USDA, Forest Service 2840 Kachina Drive Pueblo, CO 81008		
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Multiple partners, please see the attached MOU	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): NA		
8. PURPOSE OF MODIFICATION			
CHECK ALL THAT APPLY:	This modification is issued pursuant to provision no.		
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:		
<input type="checkbox"/>	CHANGE IN FUNDING:		
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Add Fremont County, Colorado to the MOU, and update Principal Contacts to the MOU. Section IV. A.		
<input type="checkbox"/>	OTHER:		
Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.			
9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed): The purpose of this Modification No. 001 is to continue to have a working arrangement between all parties and include Fremont County to the Southern Shooting Partnership MOU and update the Principal Contacts section IV. A within the MOU.			
10. ATTACHED DOCUMENTATION (Check all that apply):			
<input type="checkbox"/>	Revised Scope of Work		
<input type="checkbox"/>	Financial Plan		
<input checked="" type="checkbox"/>	Other: Please see attached revised MOU to include Fremont County		
11. SIGNATURES			
Please see the attached updated MOU to this Modification No. 001 for signatures. Each Party will have a separate page to sign.			
<small>AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.</small>			



Burden Statement

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OMB 0596-0217
FS-1500-15

FS Agreement No. 16-MU-11021200-001

MEMORANDUM OF UNDERSTANDING

Between The

**USDA, FOREST SERVICE
PIKE & SAN ISABEL NATIONAL FORESTS
CIMARRON & COMANCHE NATIONAL GRASSLANDS**

And

**USDI BUREAU OF LAND MANAGEMENT
ROYAL GORGE FIELD OFFICE**

And

**COLORADO PARKS AND WILDLIFE
Southeast Region**

And

DOUGLAS COUNTY

And

EL PASO COUNTY

And

FREMONT COUNTY

And

JEFFERSON COUNTY

And

PARK COUNTY

And

TELLER COUNTY

And

DENVER WATER BOARD

And

COLORADO SPRINGS UTILITIES

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the above Parties, hereinafter referred to as "Parties"

Background:

Because of the complex urban interface, increasing population and increase in recreational shooting there is a need for the public land management agencies (Parties) to work collaboratively to manage and provide for safe and responsible Recreational Sport Shooting



USDA, Forest Service

OMB 0596-0217
FS-1500-15

(RSS) across the Southern Front Range of Colorado. The Federal, State and County land management agencies (the Parties) from the Southern Front Range have agreed to develop a RSS strategy.

The Parties will prepare a recreational sport shooting strategy within a project management structure that includes a Southern Shooting Partnership (SSP) Board with Chair and Co-Chair positions to lead development of the recreational sport shooting strategy. The strategy will include suggested actions that will be advanced through implementation by a variety of teams. See attached Exhibit A, Organizational Structure and Exhibit B Shooting Sports Partnership Process.

Title: Southern Shooting Partnership (SSP) for development of a recreational sport shooting strategy

I. PURPOSE:

The purpose of this MOU is to provide a framework for collaborating on the development and implementation of a landscape-level recreational sport shooting strategy in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Southern Shooting Partnership (SSP) has a shared interest in providing safe and responsible sport shooting across the Southern Front Range. To achieve this goal, the Parties agree to work in a collaborative and strategic manner with a focus on results.

Because multiple agencies and jurisdictions exist on the Southern Front Range, a strategic, landscape level approach will be used to identify potential recreational sport shooting opportunities that are safe as well as environmentally, economically and socially responsible. Each party brings resources to the collaborative process. The Parties to this MOU acknowledge that providing safe and responsible recreational sport shooting is not the sole responsibility of any one entity, but is a shared goal of all Parties involved.

The Parties have a mutual interest in development and implementation of a recreational sport shooting strategy that meets the following goals:

- Identifies viable locations for a variety of recreational sport shooting facilities and areas distributed throughout the Southern Front Range;
- Identifies areas where recreational sport shooting activities may be inappropriate;



USDA, Forest Service

OMB 0596-0217
FS-1500-15

- Develops a cooperative information and education program that promotes safe and responsible shooting;
- Facilitates the sharing and leveraging of financial, technical and staff resources to plan and implement the actions identified in the RSS Strategy for each Party's separate activities in a coordinated and mutually beneficial manner within the lands they manage.

The Parties to this MOU acknowledge that any one party may participate in local activities or implement decisions related to recreational sport shooting as part of their site-specific obligations, responsibilities and authorities within their own jurisdiction. This MOU is not meant to supplant any Party's discretionary authority to make decisions about recreational sport shooting associated with their individual jurisdictions. Nor is it meant to impose rulings or requirements on private lands. This MOU is intended to provide a framework for the Parties to integrate their local, site-specific decisions, activities and resources into a collaborative landscape scale approach to recreational sport shooting management.

III. ALL PARTIES AGREE TO:

- A. Work within their respective statutory and regulatory authorities, including, planning, NEPA and other decision-making authorities.
- B. As funding and resources are available and authorized, provide technical, human and financial support of the development and implementation of a landscape-level RSS Strategy including, but not limited to:
 - Providing designated representatives for the SSP, a board Chair, a Co-Chair, and staffing for ad-hoc teams/committees as needed, see attached Exhibit A. Ad-hoc teams may include, but not be limited to: Planning, Implementation, GIS, Communications and Education.
 - Sharing GIS and other information or data as needed.
 - Preparing a public communication strategy related to development and implementation of the recreational sport shooting strategy.
 - Preparing an Implementation Plan as part of the recreational sport shooting strategy, see attached Exhibit B.
- C. Meet as required and cooperate fully to facilitate completion of the RSS strategy.
- D. Cooperate to accomplish the agreed upon projects in order to complete the RSS Strategy.
- E. Endorse and promote the all lands, landscape-level approach to providing safe and responsible recreational sport shooting on the Southern Front Range of Colorado.



USDA, Forest Service

OMB 0596-0217
FS-1500-15

- F. Acknowledge that this MOU may NOT be used to exchange or authorize funds, property, services or anything of value. Each Party directs its own activities and uses their own resources.
- G. If any funding is needed for implementing projects, an appropriate separate legal instrument shall be used.
- H. Any Party may terminate their involvement at their sole discretion. If a Party terminates, a written modification signed and dated by all remaining properly authorized signatory officials will be completed subsequent to their termination. The MOU thereafter shall continue with the remaining Parties, otherwise unchanged.

IV. ADDITIONAL PROVISIONS:

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act on behalf of their respective organizations for matters related to this agreement. These principal contacts may change over time at the discretion of the respective Parties.

Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands;
Andrew Cadenhead, Recreation Program Manager
acadenhead@fs.fed.us , 719-553-1417

Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands;
Rick Maestas, Grants and Agreements Specialist
rmaestas02@fs.fed.us, 719-553-1443

Bureau of Land Management;
Keith Berger, Field Manager
kberger@blm.gov, 719-369-8515

Colorado Parks & Wildlife;
Frank McGee, Area Wildlife Manager
Frank.mcgee@state.co.us, 719-439-9634

Douglas County;
Andy Hough, Environmental Resources Coordinator
ahough@douglas.co.us, 303-814-4342

El Paso County;
Tim Wolken, Community Services Director
TimWolken@elpasoco.com, 719-520-6981



USDA, Forest Service

OMB 0596-0217
FS-1500-15

Fremont County;

Dwayne McFall, Commissioner

dwayne.mcfall@fremontco.com, 719-276-7300

Jefferson County;

**Matt Robbins, Community Connections Manager, TITLE?? Outdoor
Recreation Management Coordinator**

Mrobbins@jeffco.us, 303-271-5902

Park County;

Tom Eisenman, County Administrative Officer

teisenman@parkco.us, 719-836-4203

Teller County;

Dan Williams, Planner

WilliamsD@co.teller.co.us, 719-686-5414

Denver Water Board;

Brandon Ransom, Recreation Manager

Brandon.Ransom@DenverWater.org, 303-628-6876

Colorado Springs Utilities; an Enterprise of the City of Colorado Springs

Kim Gortz, Source Water Protection Project Manager

kgortz@csu.org, 719-668-8030

B. 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:

- a. To the U.S. Forest Service Program Manager, at the address specified in the MOU.
- b. The Parties at the addresses 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.

C. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement 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



USDA, Forest Service

OMB 0596-0217
FS-1500-15

D. COLORADO GOVERNMENTAL IMMUNITY ACT. Nothing in this agreement shall be construed in any way to be a waiver of notice or any other provision under the Colorado Governmental Immunity Act, Section 24-10-101, et seq. C.R.S., as amended.

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

F. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at 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; Parties availability of funds and other resources; agency and cooperator 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.

G. USE OF INSIGNIAS. Use of any Parties' insignia must be upon granting of permission by the Parties agency and provision of the approved insignia by the agency.

H. 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 webpage, 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.



USDA, Forest Service

OMB 0596-0217
FS-1500-15

- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to 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).
- K. 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 cooperators, 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.
- 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. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. Parties shall acknowledge support of any Party's contribution in any publications, audiovisuals, and electronic media developed as a result of this agreement.
- N. 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."



USDA, Forest Service

OMB 0596-0217
FS-1500-15

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 12/01/2021 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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OMB 0596-0217
FS-1500-15

USDA FOREST SERVICE

A handwritten signature in blue ink that reads "Charles T. Oliver".

FEB 28 2018

Charles T. Oliver, Acting Forest and Grassland Supervisor, PSICC Date

Pike & San Isabel National Forests
Cimarron & Comanche National Grasslands,
PSICC

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

A handwritten signature in blue ink that reads "Rick Maestas".

Rick Maestas Date

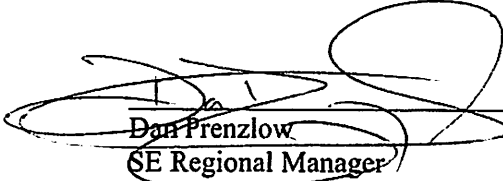
U.S. Forest Service Grants & Agreements
Specialist



**USDA BUREAU of LAND
MANAGEMENT**


Keith Berger Date 8/17/17
Royal Gorge Field Manager

COLORADO PARKS & WILDLIFE


Dan Prenzlow
SE Regional Manager

12-26-17
Date



USDA, Forest Service

OMB 0596-0217
FS-1500-15

DOUGLAS COUNTY

 12/19/17
Roger Partridge, Chair Date
Board of County Commissioners



EL PASO COUNTY

Darryl Glen 09/12/17
Darryl Glen, President Date
Board of County Commissioners

ATTEST:
Chuck Broerman 09/12/17
Chuck Broerman 17-25/a Date
El Paso County Clerk and Recorder

APPROVED AS TO FORM:

Steve Wemy 9-12-17
Assistant County Attorney Date



FREMONT COUNTY

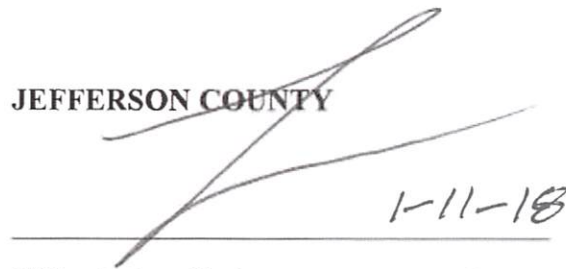
 8-17-17

Debbie Bell, Chairman Date

Board of County Commissioner



JEFFERSON COUNTY



Libby Szabo, Chair

Date

Board of County Commissioners

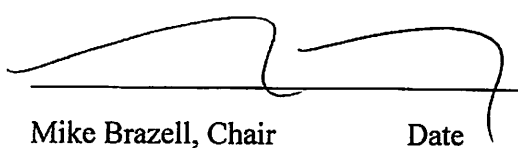
Approved as to form:



ASSISTANT COUNTY ATTORNEY



PARK COUNTY

 5/25/17

Mike Brazell, Chair

Date

Board of County Commissioners



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OMB 0596-0217
FS-1500-15

TELLER COUNTY



6/22/17

By Dave Paul, Chair
Board of County Commissioners

Date



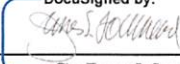
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**CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS**

APPROVED:

DocuSigned by:
By: 
Brian D. Good
Chief Administrative Officer

DocuSigned by:
By: 
James S. Lochhead
CEO/Manager

DATE: 2/21/2018

Approved As To Form:

DocuSigned by:

Kristi Kiegle
Office of General Counsel



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OMB 0596-0217
FS-1500-15

COLORADO SPRINGS UTILITIES, an Enterprise of the City of Colorado Springs

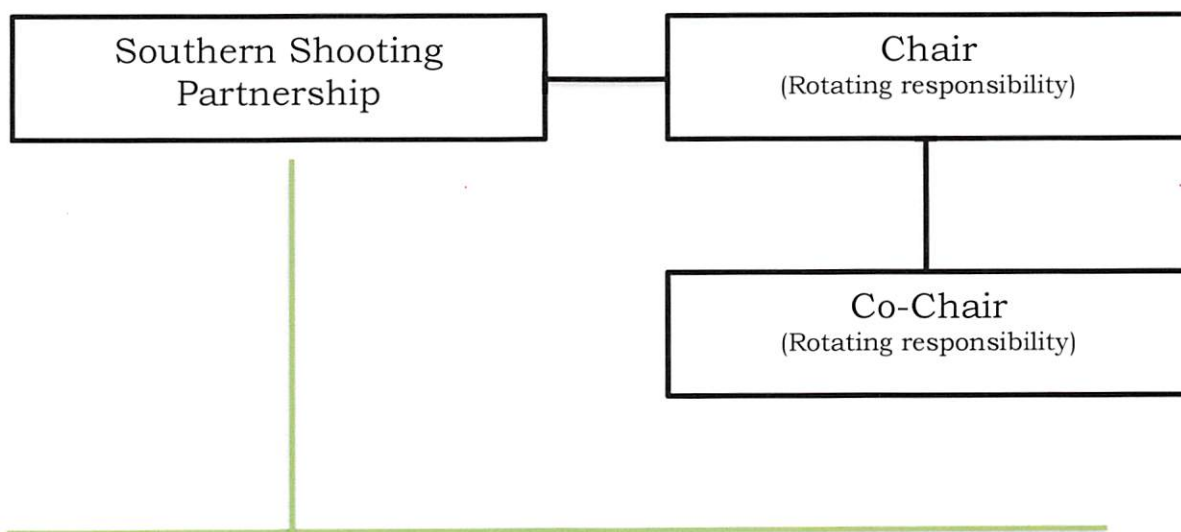
 12-1-17
Daniel Higgins Date
Chief Water Services Officer
Colorado Springs Utilities



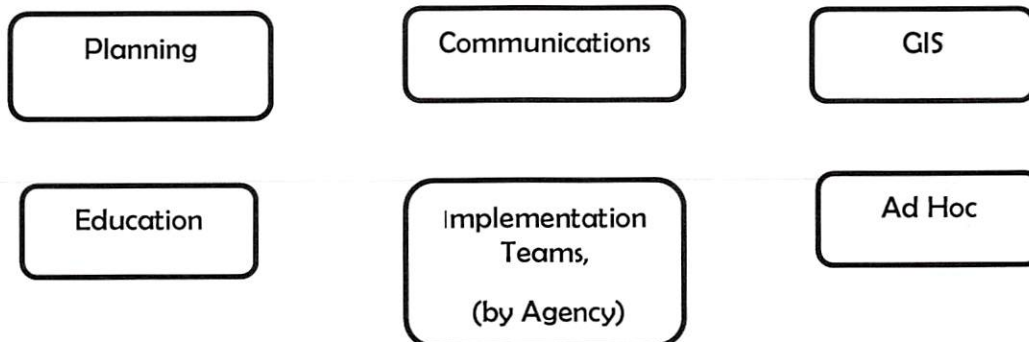
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FS-1500-15

EXHIBIT A SOUTHERN SHOOTING PARTNERSHIP ORGANIZATIONAL STRUCTURE



Other Teams as needed (including, but not limited to.)





USDA, Forest Service

OMB 0596-0217
FS-1500-15

BOARD: The Board consists of the representatives from the agencies, departments or counties that are party to this MOU.

CHAIR:

The chair is held on a rotating basis by a representative from one of the participating agencies. This is primarily an administrative position, responsible for meeting facilitation, meeting notes or other administrative functions. Staffing of this position will change on a yearly basis or on a timetable determined by the board. The chair will be elected by a majority vote of the board.

CO-CHAIR:

The co-chair's primary function is to assist the chair with their duties and fulfill their roll in their absence. Staffing of this position will also change on a yearly basis or on a timetable determined by the board. The co-chair will be elected by a majority vote of the board.

TEAMS

The board may, at their sole discretion, convene and dismiss various teams/committees as needed. The board will determine these teams' rolls and functions as they are convened, and may later modify them as situations evolve.



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OMB 0596-0217
FS-1500-15

Exhibit B

SOUTHERN SHOOTING PARTNERSHIP PROCESS

Phase I

- Develop and document organization
- Identify partners and stakeholders
- Develop and sign MOU
- Gather existing situation information

Phase II

- Develop selection criteria for identifying new opportunities/restrictions
- Develop Public Communication Strategy

Phase III

- Implement Communication plan and engage the public in the development of a draft Recreation Sport Shooting Strategy
- Ongoing public communication and education

Phase IV

- Continue public involvement
- Finalize recreational sport shooting implementation strategy

Phase V

- Continue public Engagement, Information & Education aspects of recreational sport shooting Strategy
- Agencies begin implementation of recreational sport shooting strategy per respective policies and financial capability
- Southern Shooting Partnership develops long-term monitoring and evaluation plan.