

MEMORANDUM OF UNDERSTANDING
And
INTERAGENCY AGREEMENT
Between
U.S. DEPARTMENT OF AGRICULTURE, FOREST SERVICE
Humboldt-Toiyabe - Carson Ranger District
And
U.S. DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT
Carson City District - Sierra Front Field Office
And
WASHOE COUNTY, NEVADA

This Memorandum of Understanding (MOU) is made and entered into by and among the Department of Agriculture: U.S. Forest Service (FS) Humboldt-Toiyabe; the U.S. Department of the Interior: Bureau of Land Management Carson City District Office (BLM CCDO); hereinafter referred to by their initials (i.e., FS, BLM); and Washoe County, NV. Collectively, all entities addressed above will be hereinafter referred to as “Agencies”.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the Agencies and to cooperatively work towards addressing key issues related to recreational shooting in populated and congested areas; provide short and long-term solutions suitable for federal and local governments; identify roles and responsibilities of each Agency and recognize zones for potential development of shooting ranges and basic shooting opportunities, located away from the urban interface and congested areas. These activities and projects shall complement the respective missions of the participating Agencies. The purpose of this MOU is to foster partnerships between the Agencies and organized group interests, hereinafter referred to as “organizations”, to cooperatively work with the Agencies to address key issues related to recreational shooting in populated and congested areas.

B. AUTHORITIES

This agreement is entered into under the following authorities:

BLM - The Federal Land Policy and Management Act of 1976 (43 USC 1701, et seq.), Section 307; and applicable Implementing Regulations under Title 43 of the Code of Federal Regulations, sections 2800 and 2900.

C. AGENCIES

1. Agencies

- a) The Agencies are responsible for the management of public lands and enhancing the public's knowledge, awareness, responsible use, experience, stewardship, and appreciation of those lands. The Agencies also strive to sustain the natural resources on those lands.
- b) The primary mission of the FS and BLM is multiple-use and sustained yield management of federal land they administer. Under multiple use sustained yield mandates of the FS and BLM, shooting sports activities (defined for purposes of this MOU to include activities conducted at shooting ranges and appropriate dispersed shooting sites) are legitimate uses of those lands, except where specifically prohibited for safety or other reasons.
- c) The primary mission of Washoe County regarding outdoor recreation is to provide exceptional parks, open space and recreational opportunities for all citizens while preserving our natural, historical and cultural resources. This includes preserving and creating opportunities for all outdoor interests within the region keeping safety of our citizens as a primary outcome.

D. OTHER

1. Organizations

- a) Consist of public agencies and organized groups that have a vested interest in public lands providing safe, beneficial recreational opportunities to their communities and marketed users.
- b) Agencies listed in this MOU may develop partnerships with organizations under separate agreements such as an MOU or Volunteer Agreement consistent with the goals and objectives of this MOU.

E. STATEMENT OF MUTUAL INTEREST AND MUTUAL BENEFITS

1. The Agencies are responsible for the management of public lands, waters, and resources and have a desire to increase the public's knowledge, awareness, use, enjoyment, and appreciation of public lands, their resources and management. The Agencies also provide technical assistance to help insure the sustainability of natural resources on non-public lands. The Agencies have jurisdiction over many roads and trails within their system that provide access for recreational shooting on the public lands they manage.

2. The Agencies have common interests, including providing public access to public lands and enhancing opportunities on public lands to engage in shooting sports activities in a safe and environmentally sound manner for the purposes of promoting marksmanship, public safety, and competition, while reducing occurrences of shooting-caused wildland fire and minimizing resource damage.
3. It is in the Agencies' interest to maintain good communications and to disseminate information on the availability of locations on public lands where shooting sports activities can be conducted in a legal, safe and environmentally sound manner.

F. THE AGENCIES AGREE TO:

1. Identify a contact for each Agency to serve as a liaison between Organization(s) for collection and dissemination of information regarding issues related to shooting sports activities on federal lands under that Agency's jurisdiction. Each Agency liaison will:
 - a. Work with Organization(s) to facilitate appropriate collaborative, and compatible opportunities, including but not limited to access improvement, range enhancement, development of maps and educational brochures, administrative studies, and provide educational programs.
 - b. Strive to facilitate understanding and communication among the Agencies, Organizations, shooting sports participants and the public.
 - c. Assist in regional issues and facilitate cooperative relationships between local Agency contacts and Organizations to resolve issues that arise regarding shooting sports activities on public lands.
 - d. Provide local Agency contact information to Organizations through the liaison(s).
 - e. Participate in meetings convened by the Agencies.
2. Encourage Agency officials to collaborate with Organizations and local chapters, where appropriate, of the Organizations in the development of mutually beneficial projects and educational activities.
3. Where appropriate and feasible, make available to the public maps and interpretive and educational materials regarding shooting sports.
4. Maintain on external Agency website(s) a list of Agency land management plans to be revised, and, consistent with applicable laws, regulations, and Agency policies, work with Organizations to assess shooting sports needs and opportunities as part of the Agencies' land management planning.

5. When sites used by shooting sports participants on federal lands are unsafe or in unsuitable locations (such as where urbanization or public pressures threaten a shooting range or area); need environmental or trash cleanup; are not meeting best management practices; or in need of maintenance, reconstruction, or modernization, work with Organizations to resolve these issues in a mutually satisfactory manner and consistent with applicable laws, regulations, and Agency policies.
6. Assist in the identification of areas where awareness and access are perceived to be inadequate for shooting sports opportunities, consider potential solutions to improve awareness of and access to those areas or alternative areas, and work with Organizations to improve access to these areas where appropriate.
7. Furnish Organizations information about maintenance backlogs and right-of-way needs on roads, trails, and other facilities intended to provide access for shooting sports opportunities on federal lands and explore cooperative projects to address these needs with local chapters, where appropriate, of the Organizations.
8. Work with Organizations to promote the efforts of the Agencies to maintain access to recreational opportunities on public lands.
9. Work with the Organizations to identify other governmental and private cooperators for projects involving shooting sports activities on public lands.
10. Strive to keep Organizations apprised on a timely basis of changes in national policies, land management plans, or other factors that would impact access or opportunities for shooting sports activities on federal lands. The Agencies will:
 - a. Include Organizations in public involvement lists for proposed projects and land management plan revisions and amendments that would impact access or opportunities for shooting sports activities on federal lands.
 - b. Routinely provide Organizations a list of existing and planned recreational shooting ranges or areas on public lands and a list of ranges or areas that have been closed or modified on public lands in the last fiscal year.
11. Consistent with applicable laws, regulations, and Agency policies, encourage local agency officials to be responsive to requests for information and input from Organizations.
12. Work towards the use of web-based technology to provide maps and other access and transportation information used by shooting sports participants. Inform Organizations about the type of tabular and spatial data that must be collected and maintained to

provide this web-based information. Explore cooperative projects to address these needs with Organizations and local chapters, where appropriate, of the Organizations.

13. Consistent with applicable laws, regulations, and Agency policies, consider the goals and concerns of the Organizations in connection with access to public lands for shooting sports activities and the provision of recreational shooting ranges or areas on public lands. Routinely develop a list of these goals and concerns with the Organizations.
14. Develop and implement as appropriate recreational shooting regulations in both congested and remote areas, ensuring common language is used by all Organizations in development of rules and regulations, ensuring consistent enforcement of the rules and regulations.
15. Collaboratively develop lead contamination policies and implementation procedures.
16. Identify Federal to County Government land transfer or lease opportunities to enhance access to recreational shooting.
17. Encourage managers and staff to work with Agencies at the local level to identify potential opportunities and locations to develop and promote sustainable best management practices for recreational shooting, and other recreational experiences.
18. Provide information and data to the Agencies on existing recreational shooting locations, route networks for mapping and other purposes in support of identifying adequate recreational shooting opportunities.
19. Communicate with the Agencies and other recreation-based groups, clubs, and associations as necessary to update them on important opportunities regarding recreational shooting activities.
20. Provide technical assistance to the Agencies about the development of educational materials and a comprehensive communication network.
21. Follow Agencies policies and procedures while executing the elements of this MOU.
22. Assist in data collection to support ongoing recreation mapping efforts which will provide recreation user groups site information to the public via interactive websites, smartphone apps, brochures, and pdf maps, etc.
23. Assist in the development of regional action plan(s) to include additional input from state/regional, and local communities. Based on community input these action plans

would help inform and develop recreational shooting activities and planning within the region.

G. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND AMONG THE COOPERATING AGENCIES AND ORGANIZATIONS THAT:

1. Agencies recognize the value of promoting public-private partnerships that encourage responsible use of public land by shooting sports enthusiasts and other recreationists. Agencies share a common interest in disseminating information to the public regarding conservation, recreation, and natural resource activities as they relate to responsible recreational shooting use. This MOU will help the Agencies leverage expertise and other resources to provide the public with better, higher quality, sustainable recreational access to BLM and FS public lands.
2. Agencies will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing objectives of this MOU. Expenditure of funds shall be within the sole discretion of each of the Agencies in accordance with their budgets, legal frameworks, and approvals by their governing authorities.
3. Agencies must be cognizant of the demands of all segments of the public for opportunities to use and enjoy federal lands and, of the expansion of urban and suburban development in some areas that may affect opportunities for shooting sports activities.
4. Agencies will operate under their own authorities, regulations, and by-laws.

H. ADMINISTRATIVE AND LEGAL PROVISIONS

Modification and Amendment

This MOU may be modified, amended, or supplemented in writing by mutual agreement of Agencies. Modification shall be made by issuance of a fully executed amendment prior to any changes being performed.

Non-Fund-Obligating Document

This instrument is neither a fiscal nor a funds-obligation document. Any endeavor involving reimbursement or contribution of funds between the Agencies will be handled in accordance with applicable laws, regulations, and procedures including those for federal government procurement and printing. Such endeavors will be outlined in a separate Cost Recovery

Agreement that shall be made in writing by representatives of the Agencies and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for non-competitive award to the cooperator of any contract or other agreement.

Standard Disclaimer Statement

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States or Washoe County, its agencies, its officers, or any person. Further, Washoe County hereby gives notice of its intent to assert any applicable governmental immunities as appropriate, including NRS chapter 41 immunities.

Expiration

This MOU shall become effective upon signature of all Agencies and shall expire following completion of the project unless terminated prior to expiration by any Agencies to the agreement.

Termination

This MOU may be terminated prior to expiration with the written consent of all Agencies. Each party may initiate termination upon thirty (30) days written notice to the other Agencies. During the intervening 30 days, the Agencies agree to actively attempt to resolve any outstanding disputes or disagreement. If no resolution is reached, however, the MOU terminates at the conclusion of that 30 day period without charge, penalty, or sanction.

Fund Out

In accordance with NRS 244.320, if the governing body of Washoe County fails to obligate any necessary funds to carry out any obligations under this MOU beyond the term of any county commissioners in office at the time of this MOU's execution, this MOU shall terminate without charge, penalty, or sanction.

Effective Date

This MOU and any attachments hereto shall become effective upon signature of all Agencies.

Contacts

The primary points of contact for carrying out the provisions of the MOU are:

Name: Brian Hansen
Title: Recreation Staff Officer
Organization: USDA – Forest Service – Carson Ranger District
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Telephone: 775-882-2766
Cellular Telephone: 775-224-9960
Email Address: brian.c.hansen@usda.gov

Name: Kimberly D. Dow
Title: Manager – Sierra Front Field Office
Organization: USDI – Bureau of Land Management
Address: 5665 Morgan Mill Road
City/State/Zip Code: Carson City, NV 89701
Telephone: 775-885-6118
Cellular Telephone: 775-750-0019
Email Address: kddow@blm.gov

Name: Dave Solaro
Title: Assistant County Manager
Organization: Washoe County
Address: 1001 East 9 th Street
City/State/Zip Code: Reno, NV
Telephone: 775-328-3600
Cellular Telephone: 775-303-5010
Email Address: dsolaro@washoecounty.gov

SIGNATURES OF AGREEMENT

By signing below, the Agencies certify that the individuals identified in Part H of this MOU are their respective representatives and are authorized to act in their areas of responsibility on matters related to this MOU.

Bureau of Land Management
Carson City District
Sierra Front Field Office

Manager

Date

U.S. Forest Service
Carson Ranger District

District Ranger

Date

Washoe County, Nevada

Assistant County Manager

Date