



FS Agreement No. 15-CO-11021007-022
Cooperator Agreement No. _____

**COLLECTION AGREEMENT
Between The
CITY AND COUNTY OF DENVER
And The
USDA, FOREST SERVICE
ROCKY MOUNTAIN REGION
ARAPAHO & ROOSEVELT NATIONAL FORESTS
AND PAWNEE NATIONAL GRASSLAND**

This COLLECTION AGREEMENT is hereby entered into by and between the City and County of Denver, acting through its Department of Parks and Recreation, hereinafter referred to as “DENVER”, and the USDA, Forest Service, Rocky Mountain Region; Arapaho & Roosevelt National Forests and Pawnee National Grassland, Clear Creek Ranger District, hereinafter referred to as the “U.S. Forest Service,” under the provisions of the Federal Lands Recreation Enhancement Act (REA) P.L. 108-447, December 8, 2004, Granger-Thye Act of April 24, 1950, section 2.4.4 of the Denver City Charter, and subsection 39-121(21) of the Denver Revised Municipal Code.

Background: The Forest Service and DENVER have common interests and goals within the Mount Evans Area which include: 1) providing clean, safe, well maintained facilities, 2) providing high quality visitor services and informative interpretive programs, 3) providing a variety of recreational opportunities that are accessible to the City and County of Denver residents and other visitors, 4) enhancing resource protection through environmental education and resource mitigation, and 5) providing funding to develop partnerships and projects as specified in this Collection Agreement.

Title: Denver Mountain Parks/Summit Lake Park and Mount Evans

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from DENVER to the U.S. Forest Service to provide facility operations and maintenance at Denver Mountain Park known as Summit Lake Park located adjacent to National Forest System land within the Mount Evans Recreation Area. Furthermore, Denver has authorized the U.S. Forest Service to collect Denver Mountain Park fees on the behalf of DENVER at the Mount Evans welcome station fee booth and deposit and retain revenue according to the terms of the agreement outlined below for maintenance and fee collections services. Such activities and projects will complement DENVER and Forest Service missions and be in the best interests of the public.

II. THE DENVER SHALL:



- A. LEGAL AUTHORITY. DENVER shall have the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.
- B. Perform in accordance with the Financial Plan.
- C. Agree to honor the Mount Evans pass sold at the welcome station and Interagency Passes (Annual, Senior, Access, Military) at Summit Lake Park and waive the requirement for a separate Denver fee.
- D. Provide staffing to conduct compliance checks and enforce Denver Mountain Park rules and regulations at Summit Lake Park. Forest Service staff will inform and educate visitors about Denver rules and may leave Notice of Required Fee envelopes in order to assist with fee compliance and collection.
- E. Allow Forest Service volunteers to staff Summit Lake Park in order to provide visitor services and interpret the uniqueness of the Summit Lake area.
- F. If necessary and subject to the prior approval of Denver, allow the Forest Service to install automated fee machines at Summit Lake Park to facilitate the collection of fees.
- G. Give the Financial Officer or Comptroller General, through any authorized representatives, access to and the right to examine all books, papers, or documents related to this Agreement upon at least 15 work days' prior written notice.
- H. Other than the funding as provided herein, Denver shall have no other financial obligations under this Collection Agreement. The Financial Plan set forth in Exhibit A shall not create any further financial obligations on Denver other than that which can be covered by the funding as provided herein.

III. THE U.S. FOREST SERVICE SHALL:

- A. Collect and deposit funds, under the authority of DENVER based on Denver's agreed upon part of the gross receipts which is, 12% out of the total revenue collected at the welcome station for the sale of the Mount Evans passes. The allocation is based upon Denver's Summit Lake Park fee and the US Forest Service cost for providing fee collection and maintenance services on the behalf of Denver at Summit Lake Park as outlined in Exhibit A. There will be an annual review of the percentage of revenue shared in order to determine if adjustments need to be made.
- B. Deposit all of the DENVER Funds received under the terms of this Agreement to one separate Forest Service Cooperative Work Fund. Accountings of the DENVER Funds deposited and held in said Work Fund, and the expenditure of retained DENVER Funds by the Forest Service, shall be made available to DENVER upon written request.



- C. Be responsible for the daily operations of the welcome station/fee booth and the work associated with the collection of the Denver Mountain Park fee during the Mount Evans operating season including accounting for all Denver revenue. These responsibilities shall be subject to and contingent upon:
1. The tasks mutually agreed to, and the agreed upon cost for fee services as outlined in the Operations and Maintenance Schedule in Exhibit A to this Agreement. There will be an annual review of the Fee Collection Services Schedule in order to determine cost for future operating seasons.
 2. Availability of DENVER Funds retained under this Agreement to sufficiently cover the total estimated cost of the work to be performed on the behalf of Denver at the welcome station/fee booth. To the extent that such DENVER Funds are not sufficient, priority will be given to utilizing the available DENVER Funds for the costs of fee collection for DENVER.
 3. Any changes that the Forest Service and DENVER may agree to in writing with respect to tasks and cost of services in Exhibit A.
 4. Exhibit A may be revised and updated upon mutual approval of the U.S. Forest Service and the Executive Director of the Denver Department of Parks and Recreation.
- D. Be responsible for the daily operations and maintenance work associated with the facilities at Summit Lake Park. These responsibilities shall be subject to and contingent upon:
1. The tasks mutually agreed to, in the Operations and Maintenance Schedule in Exhibit A to this Agreement.
 2. Availability of DENVER Funds retained under this Agreement to sufficiently cover the total estimated cost of the work to be performed at Summit Lake Park. To the extent that such DENVER Funds are not sufficient, priority will be given to utilizing the available DENVER Funds for the costs of toilet cleaning, trash-pick up, and toilet pumping at Summit Lake.
 3. Any changes that the Forest Service and DENVER may agree to in writing with respect to tasks and values in Exhibit A.
- E. Remit to DENVER annually, by March 1 of the following year, an amount equivalent to 12% of gross receipts collected at the Mount Evans Recreation Area, to be used for capital improvements, operating or staffing at Summit Lake Park.
- F. Not assess any overhead or service charges against any DENVER Funds including the gross receipts remitted to DENVER from the previous year operating season.
- G. The Forest Service and DENVER have agreed to a fee schedule as set forth in Exhibit B, which will remain unchanged until the Forest Service or Denver increases the fee set forth. Prior to changing said fees, the Forest Service shall provide notice of said fee increases to DENVER along with a revised Mount Evans Area fee schedule. It is acknowledged and affirmed that fee changes by DENVER shall require ordinance approval by the Denver City Council and the Mayor.
- H. The Forest Service will be responsible for enforcement of their own laws and regulations



on lands for which they have jurisdiction. The Forest Service will, when necessary, notify the appropriate law enforcement agency of lack of compliance.

- I. The U.S. Forest Service represents to Denver that it has the legal authority to enter into this agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

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

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Lauri Dannemiller Executive Director City and County of Denver Parks and Recreation Dept Address: Department of Parks and Recreation, City and County of Denver 201 W. Colfax Ave., Dept. 601 City, State, Zip: Denver, CO 80202-5328 Telephone: 720-913-0741 FAX: 720-913-0784 Email: arthur.gilkison@denvergov.org	Name: Angela Dávila Contract Administrator Address: Department of Parks and Recreation, City and County of Denver 201 W. Colfax Ave., Dept. 602 City, State, Zip: Denver, CO 80202-5328 Telephone: 720-913-0730 FAX: 720-913-0792 Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Nicole Malandri Address: Clear Creek Ranger District 101 Highway 103, P.O. Box 3307 City, State, Zip: Idaho Springs, CO 80452 Telephone: 303-567-3016 FAX: 303-567-3021 Email: nmalandri@fs.fed.us	Name: Marty Wester Address: Arapaho & Roosevelt NFs & Pawnee NG, 2150 Centre Ave, Bldg E City, State, Zip: Fort Collins, CO 80526 Telephone: 970-295-6687 FAX: 970-295-6699 Email: mwester@fs.fed.us

- B. FOREST SERVICE LIABILITY TO THE COOPERATOR. The United States shall not be liable to DENVER for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work by the U.S. Forest Service or its contractors under this collection agreement, including but not limited to fire suppression costs and damage to any property owned by DENVER or any third party.



- C. 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).
- D. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or DENVER from participating in similar activities with other public or private agencies, organizations, and individuals.
- E. ENDORSEMENT. Any of DENVER's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of DENVER's products or activities.
- F. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or DENVER will be 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 agreement.

To DENVER, at DENVER's address shown in the agreement or such other address designated within the agreement.

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

- G. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with DENVER's retained funds shall become the property of the U.S. Forest Service.
- H. TERMINATION FOR COLLECTION AGREEMENTS. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. The U.S. Forest Service shall not incur any new obligations for the terminated portion of this agreement after the effective date of termination and shall cancel as many obligations as possible. Full credit must be allowed for U.S. Forest Service expenses and all non-cancelable obligations properly incurred up to the effective date of termination. Excess funds must be refunded within 60 days after the effective termination date.
- I. DEBARMENT AND SUSPENSION. DENVER 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 DENVER 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.



- J. MODIFICATIONS. Modifications within the scope of this agreement 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.
- K. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and has an expiration date of 12/31/2020 or at the time any of the referenced authorities expire during the term of this agreement. The expiration date is the final date for completion of all work activities under this agreement.
- L. 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 agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

ATTEST:

CITY AND COUNTY OF DENVER

By: _____
Debra Johnson, Clerk &
Recorder, Ex-Officio Clerk of the
City and County of Denver

By: _____
M A Y O R

APPROVED AS TO FORM:

D. Scott Martinez, Attorney for the
City & County of Denver

By: _____
Assistant City Attorney

REGISTERED AND COUNTERSIGNED:

By: _____
Chief Financial Officer

By: _____
Auditor

Contract Control # _____

Clerk Filing # _____



GLENN P. CASAMASSA, Forest Supervisor Date

U.S. Forest Service, Arapaho & Roosevelt National
Forests and Pawnee National Grassland

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

REBECCA CUTHBERTSON
U.S. Forest Service Grants Management Specialist

Date

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 4 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

15-CO-110221007-022 Exhibit A
 2015 OPERATIONS AND MAINTENANCE SCHEDULE
 Mount Evans Recreation Area
 Summit Lake - Denver Mountain Park

Annual and recurring Operations and Maintenance tasks for fee collection and operations and maintenance completed at Summit Lake Park. The following outlines annual operations and maintenance tasks and activities to be performed in support of the Mount Evans Recreation Area program by the Forest Service for the City and County of Denver.

Fee Collection	Costs
Personnel	
GS-6/7 Fee Station Manager – accounts for all revenue, oversees welcome (fee) station operations, collects money from fee tubes, 1/3 of time during operating season (40 days x \$225/day)	\$9,000
GS-4 Fee Collector – One seasonal fee collector out of a total of 3 hired to staff the welcome (fee) station for an entire operating season (100 days x \$130/day)	\$13,000
GS-9 Mount Evans Manager (15 days x \$300/day)	\$4,500
Vehicles: For fee collectors 50% of yearly cost for one Forest Service fleet vehicle (\$250/month x 6 months) plus 125 days x 28 miles/day x \$0.25/mile	\$1,500 \$875
Share of misc. Fee Station cost for supplies, brochures, tickets, etc.	\$1,125
Total for fee collection	\$30,000

Services provided by the Forest Service for operation and maintenance at Summit Lake. Tasks include toilet cleaning, trash pick-up, assisting with emergencies, and visitor information services. This does not include maintenance of the shelter house or toilet buildings.

Summit Lake Operations & Maintenance	Costs
Personnel	
Staff for Operation and Maintenance - toilet cleaning, trash pick-up, visitor services and assisting with emergencies. Personnel: Daily coverage - 6 hours per weekday and 8 hours per weekend GS-6 Crew Leader - 1/3 of time during operating season (40 days x \$225/day) GS-4 Rec Tech - One seasonal employee out of a total of 3 hired to staff all three fee sites at Mount Evans (100 days x \$130/day)	 \$9,000 \$13,000
GS-9 Mount Evans Manager (15 days x \$300/day)	\$4,500
GS-11 Recreation Staff (2 days x \$400/day)	\$800
Vehicles: For operation staff 50% of yearly cost for one GSA Fleet vehicle (\$350/month x 6 months) plus 125 days x 40 miles/day x \$0.40/mile	 \$2,100 \$2,000
Supplies – toilet paper, cleaning supplies, trash bags, hand sanitizer	\$2,100
Toilet pumping: \$300 per vault x 4 vaults x 2 times per season	\$2,400
Mount Evans Ambassador Volunteer Program site visits and program oversight	\$1,500
Total for Operations and Maintenance	\$37,400

Total costs for fee collection and operation and maintenance for Summit Lake Park.

Total Cost for Fee Collections	\$30,000
Total Cost for Operation and Maintenance	\$37,400
City and County of Denver responsibility for fees collections/operations and maintenance.	\$67,400

15-CO-110221007-022 EXHIBIT "B"

Arapaho and Roosevelt National Forests
And Pawnee National Grassland
(FOREST SERVICE)

City and County of Denver
Parks and Recreation Department
(DENVER)

Mount Evans Recreation Area Fee Schedule

Fees collected support visitor services, operation and maintenance of facilities, new facilities, interpretive signs and programs. The recreation amenity fee is required at Mount Goliath Natural Area, Summit Lake Park, and the Summit of Mount Evans and passes are valid for all of three fee sites. While the road is open 24 hours a day, seven days a week weather permitting; the fee is only required during daily hours of operation: 8:00 AM to 6:30 PM. Note: after Labor Day, fees for vehicle and personal passes are half-price since the Summit of Mount Evans is closed. Vehicle passes and personal passes are valid for three consecutive days.

Pass Type	Fee
Vehicle Pass (1-12 occupants)	\$10 per vehicle
Vehicle Pass (13-40 occupants)	\$25 per vehicle
Vehicle Pass (>40 occupants)	\$40 per vehicle
Personal Pass	\$3 per person on motorcycle
Mount Evans Season Pass	\$25
Holders of a valid Interagency Pass (Annual, Senior, Access, or Volunteer Pass)	NO CHARGE
Holders of a valid Golden Age, or Golden Access Passport	NO CHARGE
Administrative/Authorized Vehicles: FS, CDOT, CPW, State, Emergency, City and County of Denver	NO CHARGE
Outings conducted for noncommercial educational purposes by schools or bona fide academic institutions will receive a fee waiver and complimentary pass	NO CHARGE Obtain pass from Mount Evans program manager
Administrative Pass Holders: University of Denver, Denver Botanic Gardens, education and research, volunteers	NO CHARGE Obtain pass from Mount Evans program manager

*Half price for all Vehicle and Personal Passes will be charged after CDOT closes the road at Summit Lake for the season. Full price will still be charged during occurrences of partial road closures due to weather conditions after the entire road has been opened for the season and before the road is closed at Summit Lake for the season.

Forest Service Agreement # 15-CO-110210007-022

Cooperator Agreement #

Collection Agreement Financial Plan

Cooperator and FS Contributions

COST ELEMENTS and related data			Cooperator Contribution	FS Non-Cash Contribution	
Line Item Cost Subtotals			Subtotal	Subtotal	Combined Subtotals
PERSONNEL					
Resource Specialists (List all personnel):	# of Days	\$/Day			
Recreation Program Manager	2.00	\$400.00	\$800.00		\$800.00
Mount Evans Manager	30.00	\$300.00	\$9,000.00		\$9,000.00
Fee Station Manager	40.00	\$225.00	\$9,000.00		\$9,000.00
Fee Collector	100.00	\$130.00	\$13,000.00		\$13,000.00
Operations/Maintenance Crew Leader	40.00	\$225.00	\$9,000.00		\$9,000.00
Operations /Maintenance Recreation Tech	100.00	\$130.00	\$13,000.00		\$13,000.00
Recreation Program Manager	8.00	\$400.00		\$3,200.00	\$3,200.00
Mount Evans Manager	20.00	\$300.00		\$6,000.00	\$6,000.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Personnel:	340.00		\$53,800.00	\$9,200.00	\$63,000.00
TRAVEL					
Explanation of trips: From Where/To Where/For Whom	Vehicle Mileage Cost or Airfare Cost	# of Trips	PerDiem and Lodging		
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Travel:	\$0.00	0	\$0.00	\$0.00	\$0.00
EQUIPMENT					
Name and Type of Equipment:	Unit Cost	Quantity			
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
Subtotal, Equipment:	\$0.00	0	\$0.00	\$0.00	\$0.00
SUPPLIES					
Name and Type of Supplies:	Unit Cost	Quantity			
Fee Station Supplies	\$1,125	1	\$1,125.00		\$1,125.00
Maintenance Supplies for Summit Lake	\$2,100	1	\$2,100.00		\$2,100.00
				\$0.00	\$0.00

Subtotal, Supplies:	\$3,225.00	2	\$3,225.00	\$0.00	\$3,225.00
CONTRACTUAL					
Describe Contracts that will most likely result from this project:					
Toilet Pumping for Summit Lake	\$2,400.00				\$2,400.00
					\$0.00
					\$0.00
Subtotal, Contractual:	\$2,400.00		\$0.00		\$2,400.00
OTHER					
Describe Other Costs of the Project:					
Vehicles and Fleet Cost	\$6,475.00				\$6,475.00
Volunteer Program visits and oversight	\$1,500.00				\$1,500.00
USFS Overhead - 8%			\$5,392.00		\$5,392.00
Subtotal, Other:	\$7,975.00		\$5,392.00		\$13,367.00
TOTAL DIRECT CHARGES	\$67,400.00		\$14,592.00		\$81,992.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:				
		0.0%	\$0.00		
Total Party Costs	\$67,400.00		\$14,592.00		\$81,992.00
COST ELEMENTS SUBJECT TO NATIONAL PASS-THROUGH RATES			Cooperator Contribution		
TOTAL CHARGES					
					\$0.00
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	Insert Rate Here:				
		8.0%	\$0.00		
Total Pass-Through Costs	\$0.00				
TOTAL PROJECT COSTS					\$81,992.00

Burden Statement

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The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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Hi Tom,

Please see the attached Collection Agreement with the City and County of Denver for the "Denver Mountain Parks/summit Lake Park and Mount Evans" (15-CO-11021007-022). The USFS program contact is Nicole Malandri. This agreement outlines an agreement between Denver and the USFS to allow the agency to collect fees on behalf of the city/county to access the Mt. Evans recreation area. Denver will be providing funding for personnel, supplies and services as described in the financial plan. The USFS will remit 12% of annual fee collection to Denver by 3/1 of each year. The expiration date for this agreement is 12/31/2020.

Please sign below if you approve of the project outlined in this agreement and return to me as soon as possible and feel free to ask me any questions you may have.

Thank you,
Martin Wester

GL Approval

A handwritten signature in blue ink, appearing to read "Thomas C. Ford", written over a horizontal line.

Date

A handwritten date in blue ink, "4/30/15", written over a horizontal line.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL

CITY AND COUNTY OF DENVER

ATTEST:

By _____

APPROVED AS TO FORM:

REGISTERED AND COUNTERSIGNED:

By _____

By _____

By _____





GLENN P. CASAMASSA, Forest Supervisor Date

U.S. Forest Service, Arapaho & Roosevelt National
Forests and Pawnee National Grassland

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

Rebecca Cuthbertson

4/29/15

Date

REBECCA CUTHBERTSON
U.S. Forest Service Grants Management Specialist

Burden Statement

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