



MODIFICATION OF GRANT OR AGREEMENT

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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 15-CO-11021007-022	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Arapaho & Roosevelt NFs & Pawnee NG 2150 Centre Ave, Bldg E Fort Collins, CO 80526	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Clear Creek Ranger District 101 Highway 103, P.O. Box 3307 Idaho Springs, CO 80452	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): Department of Parks and Recreation City and County of Denver 201 W. Colfax Ave., Dept. 602 Denver, CO 80202-5328	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	<input checked="" type="checkbox"/> This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input type="checkbox"/>	CHANGE IN FUNDING:
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Revised Mount Evans Recreation Area Fee Schedule

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):

Modification of the following agreement sections added and outline updated.

III. THE U.S. FOREST SERVICE SHALL:

A. Collect and deposit funds, under the authority of DENVER, as part of the gross receipts (Denver's \$5 Summit Lake Park fee) collected at the welcome station for the sale of the Denver Pass and deposited in the fee tube at Summit Lake Park.

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 these 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. Retain, under authority of DENVER, an amount of \$67,400 (of the "DENVER Funds") for their part of the agreed upon expense and cost for the sale of the Denver Pass outlined as fee collection services and operation and maintenance work to be performed for the benefit of the public at the parcel of land Denver owns known as Summit Lake specified in Exhibit A attached to this Agreement. The Forest Service shall be reimbursed for the operation and maintenance work and fee collection services related to Summit Lake Park solely out of the DENVER Funds. There will be an annual review of the expenses in order to determine if adjustments need to be made.

F. Remit to DENVER annually, at the end of the calendar year, the remaining amount of the "DENVER Funds" for their gross receipts collected for the sale of the Summit Lake Park pass.

G. Not assess any overhead or service charges against any DENVER Funds including the gross receipts remitted to DENVER from the previous year operating season.

H. 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.

I. 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.

J. 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.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A and B

11. SIGNATURES

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.

11.A. SIGNATURE	11.B. DATE SIGNED	11.C. U.S. FOREST SERVICE SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print):		11.F. NAME (type or print): Monte L. Williams	
11.G. TITLE (type or print):		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

12.B. DATE SIGNED


 Martin Wester
 U.S. Forest Service Grants & Agreements Specialist

6/10/16

Exhibit A
 2016 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

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. 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.

Pass Type	Fee
Vehicle Pass (3 days) FS sites	
1-12 occupants	\$10 per vehicle
13-40 occupants	\$25 per vehicle
Summit Lake Park Only	\$5 per vehicle
ALL SITES	\$15 per vehicle
Motorcycles FS sites	\$3 per person
Mount Evans Season Pass	\$25
Holders of a valid Interagency Pass (Annual, Senior, Access, Military, Every Kid in a Park, 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

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 _____





available DENVER Funds for the costs of toilet cleaning, trash-pick up, and toilet pumping at Summit Lake.
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11 A. SIGNATURE (Signature of Signatory Official)	11 B. DATE SIGNED	11 C. U.S. FOREST SERVICE SIGNATURE  (Signature of Signatory Official)	11 D. DATE SIGNED 7-5-2016
11 E. NAME (type or print):		11 F. NAME (type or print): Monte L. Williams	
11 G. TITLE (type or print):		11 H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:  Martin Wester U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 6/10/16
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