FS Agreement No. 22- CO-11021500-012

Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
ROARING FORK TRANSPORTATION AUTHORITY
And The
UNITED STATES DEPARTMENT OF AGRICULTURE,
U.S. FOREST SERVICE
WHITE RIVER NATIONAL FOREST
ASPEN-SOPRIS RANGER DISTRICT

This COLLECTION AGREEMENT is hereby entered into by and between the Roaring Fork Transportation Authority, hereinafter referred to as "RFTA", and the United States Department of Agriculture (USDA), Forest Service, White River National Forest, Aspen-Sopris Ranger District, hereinafter referred to as the "U.S. Forest Service," under the provisions of the Cooperative Funds Act of June 30th, 1914 (16 U.S.C. 498 as amended by Pub. L. 104-127.

Background: In 1977, the U.S. Forest Service was faced with deteriorating environmental conditions, serious traffic congestion and greatly increased visitor conflicts in the Maroon Creek Valley due to the amount of automobile traffic and illegal parking in the narrow valley corridor at Maroon Lake. In an effort to maintain access while reducing environmental and social impacts to the Maroon Creek Valley, the U.S. Forest Service, in collaboration with the RFTA established a bus route from Aspen Highlands Ski area up to Maroon Lake. To ensure the bus system was successful in reducing the negative impacts, the U.S. Forest Service worked in cooperation with Pitkin County to place a partial closure on the road. The U.S. Forest Service staffs a Welcome Station at the entrance to the valley to allow the busses through and limit access by private motorized vehicles and during the busy seasons. RFTA gives a small amount from its bus fares to the U.S. Forest Service to help off-set the cost of staffing the entrance station. In the late 1990's, the Forest Service invested over $4.5MM in reconstructing the buildings and parking areas in the Valley to ensure that mass transit through a bus system would be continued well into the future.

To defray costs associated with providing the bus service to the Maroon Bells, RFTA charges a fee that is collected via bus ticket. A portion of the bus ticket amount is voluntarily provided to the U.S. Forest Service under this Collection Agreement. The U.S. Forest Service, as an agency of the United States of America, is responsible for management of National Forest System (NFS) lands and therefore is responsible for the management, use, and stewardship of natural and cultural resources on national forests and grasslands. The U.S. Forest Service and RFTA share mutual interests and benefit in the same qualitative way from the objective of the agreement. The Cooperative Funds Act of 1914 allows the U.S. Forest Service to collect contributions for forest investigation, protection, management and improvement work on the National Forest System (NFS) lands that is the responsibility of
the U.S. Forest Service. RFTA's contributions under this agreement are made voluntarily to

fund management and improvement work performed by the U.S. Forest Service on National Forest System lands on or near the Maroon Bells Scenic Area, without regard for any particular outcome, proposal, and/or application.

Title: The Maroon Bells Scenic Area Collection Agreement.

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan, is to document the voluntary contribution of funds from RFTA to the U.S. Forest Service to support and to fund the natural resource management, recreational uses, and improvement work performed at the Maroon Bells Scenic Area which is part of and under the management and stewardship of the U.S. Forest Service, White River National Forest. This multi-year collection agreement is considered to be mutually beneficial to RFTA and to the U.S. Forest Service. As such, the U.S. Forest Service agrees to waive recovery of indirect costs.

II. THE RFTA SHALL:

A. LEGAL AUTHORITY. RFTA 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. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan.

D. Acknowledge and understand that: (a) the U.S. Forest Service will conduct its management and improvement work on U.S. Forest Service land on or near the Maroon Valley in an independent manner and (b) nothing in this agreement shall be construed in any manner as an obligation by the Government to guarantee a favorable decision to the RFTA or to obligate the Government to any future action.

III. THE U.S. FOREST SERVICE SHALL:

A. ADVANCE BILLING. The maximum total cost liability to the RFTA for this agreement is $78,789.00. The U.S. Forest Service shall bill RFTA prior to commencement of work for deposits sufficient to cover the estimated costs for the specific payment period. Overhead will not be assessed.

Billing Method: Lump Sum

Billing must be sent to:

Roaring Fork Transportation Authority Att.: Finance Director
0766 Industry Way
Carbondale, CO 81623
Email: phamilton@rfta.com

B. Perform in accordance with the attached Financial Plan.

C. Utilize funds toward management and improvement work performed by the U.S. Forest Service on U.S. Forest Service land on or near the Maroon Valley in accordance with the incorporated Attachment A – Financial Plan and Attachment B – Plan of Work.

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

A. RFTA's contributions are made voluntarily for services furnished by the U.S. Forest Service, without regard for any particular outcome, proposal, and/or application. RFTA's financial obligation under the agreement shall be contingent upon the availability of appropriated funds from which payment for agreement purposes can be made. No legal liability on the part of RFTA for any payment may arise until funds pursuant to this agreement are made available by RFTA's Board of Directors.

B. RFTA's contributions are not solicited by the U.S. Forest Service.

C. 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
Michael Yang 51 Service Center Road Aspen, CO 81611 Phone:970-384-4884 Email: Myang@rfta.com	Michael Yang 51 Service Center Road Aspen, CO 81611 Phone:970-384-4884 Email: Myang@rfta.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Shelly Grail, District Recreation Staff Supervisor Aspen-Sopris Ranger District 620 Main St. Carbondale, CO 81623 Phone: 970-404-3155 Email: shelly.grail@usda.gov	Alex Specht Grants Management Specialist 900 Grand Avenue Glenwood Springs, CO 81601 Telephone: (970) 945-3227 Email: alex.specht@usda.gov

D. REFUNDS. Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under this agreement, may be refunded to RFTA, authorized for use for a new agreement by RFTA, or waived by RFTA. A Data Universal Numbering System (DUNS) number and registration in the System for Award Management (SAM) by RFTA may be necessary to process a refund. Due to processing costs, any balance less than $25 shall not be refunded to RFTA.

E. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. RFTA is/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:

> "This Agreement supports and funds the natural resource management, recreational uses, and improvement work performed at the Maroon Bells Scenic Area which is part of and under the management and stewardship of the U.S. Forest Service, White River National Forest, Department of Agriculture"

RFTA may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. RFTA is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to the U.S. Forest Service's Office of Communications as far in advance of release as possible.

F. MEMBERS OF CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

G. 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). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2009 Farm Bill).

H. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or RFTA from participating in similar activities with other public or private agencies, organizations, and individuals.

I. ENDORSEMENT. Any of RFTA's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of RFTA's products or activities.

J. NOTICES. Any communication affecting the operations covered by this agreement by the U.S. Forest Service or RFTA 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 RFTA, at RFTA'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.

K. USE OF U.S. FOREST SERVICE INSIGNIA. In order for RFTA to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service WHITE RIVER NATIONAL FOREST
ASPEN-SOPRIS RANGER DISTRICT to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service WHITE RIVER NATIONAL FOREST
ASPEN-SOPRIS RANGER DISTRICT will notify RFTA when permission is granted.

L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS, AND ELECTRONIC MEDIA. RFTA shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. RFTA 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 alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer.

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."

N. 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.

O. DEBARMENT AND SUSPENSION. RFTA 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 RFTA 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.

P. 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 60 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

Q. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature, and is effective through December 31, 2026 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

R. 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.

DAN BLANKENSHIP, Chief Executive Officer — Date
Roaring Fork Transportation Authority

SCOTT G. FITZWILLIAMS, Forest Supervisor — Date
U.S. Forest Service, White River National Forest

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

DAVID GRAHAM Digitally signed by DAVID GRAHAM
Date: 2022.01.20 16:11:50 -07'00'

DAVE GRAHAM — Date
U.S. Forest Service, Grants Management Specialist

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.

Forest Service Agreement # 22-CO-11021500-012 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			
GS-5 Recreation Technician (4 x Total Cost)		480	$ 160.00	$76,800.00		$76,800.00
(Total Costs: includes housing, Sunday				$0.00		$0.00
training, time-off, holiday pay, awards, etc.)				$0.00		$0.00
				$0.00		$0.00
Supervision and Oversight (Salary Only)		80.00	$ 385.00		$30,800.00	$30,800.00
					$0.00	$0.00
Subtotal, Personnel:		**560.00**		**$76,800.00**	**$30,800.00**	**$107,600.00**
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	$0.00
Subtotal, Travel:	**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
EQUIPMENT						
Name and Type of Equipment:		**Unit Cost**	**Quantity**			
Uniform		$197	4	$789.00		$789.00
Boot Allowance, Supplies, and Materials		$300	4	$1,200.00		$1,200.00
					$0.00	$0.00
Subtotal, Equipment:		**$497.25**	**8**	**$1,989.00**	**$0.00**	**$1,989.00**
SUPPLIES						
Name and Type of Supplies:		**Unit Cost**	**Quantity**			
				$0.00		$0.00
				$0.00		$0.00
					$0.00	$0.00
Subtotal, Supplies:		**$0.00**	**0**	**$0.00**	**$0.00**	**$0.00**
CONTRACTUAL						
Describe Contracts that will most likely result from this project:						
						$0.00
						$0.00
						$0.00
Subtotal, Contractual:				**$0.00**	**$0.00**	**$0.00**
OTHER						
Describe Other Costs of the Project:						
						$0.00
						$0.00
						$0.00
Subtotal, Other:				**$0.00**	**$0.00**	**$0.00**

TOTAL DIRECT CHARGES			**$78,789.00**	**$30,800.00**	**$109,589.00**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	**Insert Rate Here:**	0.0%	**$0.00**		**$0.00**
Total Party Costs			**$78,789.00**	**$30,800.00**	**$109,589.00**
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:**	0.0%	**$0.00**		
Total Pass-Through Costs			**$0.00**		
TOTAL PROJECT COSTS					**$109,589.00**

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ATTACHMENT B – PLAN OF WORK

Operating Plan

The following areas are supported under this Agreement:

Welcome Station: The Welcome Station controls motorized access to support the use of public transportation, provide visitors with information on the area, and provide through traffic control a safer experience for non-motorized visitors.

Maroon Scenic Area Bus Plaza and Day Use Area: The bus plaza drop off and pick up area provides shelter, visitor information and sanitation facilities for visitors. Activities include, but not limited to, visitor information services, recreation activities, and other duties in support of the objective of the agreement.