FS Agreement No. **17-CO-11021501-003**
Cooperator Agreement No. _____

COLLECTION AGREEMENT
Between The
ROARING FORK TRANSPORTATION AUTHORITY
And The
USDA, FOREST SERVICE
WHITE RIVER NATIONAL FOREST

This **COLLECTION AGREEMENT** is hereby entered into by and between the **Roaring Fork Transportation Authority**, hereinafter referred to as "RFTA", and the **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) and as amended as well as the Department of Interior and Related Agencies Appropriation Act of 1992 (Challenge Cost-share), Pub. L. 102-154 and as amended.

Title: The Maroon Bells Scenic Area Cooperative Agreement.

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 and 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 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 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 by agents of the Aspen Ski Company or by RFTA. A portion of the bus ticket amount is 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, without regard for any particular outcome, proposal, and/or application.

I. PURPOSE: The purpose of this agreement, and incorporated Financial Plan and Plan of Work, is to document the voluntary contribution of funds from RFTA to the U.S. Forest Service to support and fund the natural resource management, recreational uses, and improvement work performed at the Maroon Bells 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 ROARING FORK TRANSPORTATION AUTHORITY SHALL:

A. LEGAL AUTHORITY. RFTA 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, which includes funds sufficient to pay the nonfederal share of project costs, when applicable.

B. Perform in accordance with the Financial Plan. Provide bus service for the visitors to Maroon Valley from Aspen Highlands to the Maroon Lake area during the high use visitation periods and is agreed to annually at a pre-season meeting.

C. Upon presentation of a Bill for Collection, deposit with the U.S. Forest Service the amount agreed to in the Financial Plan and in accordance with Section III, provision A.

D. RFTA bus operations are determined at RFTA's sole discretion.

E. Acknowledge and understand that: (a) the U.S. Forest Service will conduct its the 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 U.S. Forest Service shall issue RFTA a Bill for Collection in the amount of **$51,043.20** for the 2016 operating season.

For subsequent billing under this Agreement, RFTA shall notify the U.S. Forest Service of its share of tickets sale revenue collected during the operating season. The amount comes from a portion of revenues generated from bus ticket sales. RFTA will follow its own policies, procedures, and regulations to determine the amount of the ticket price that will be provide to the U.S. Forest Service. As of the date of this agreement, the amount of

$0.65 of each ticket sold and collected during the prior season (e.g. summer of 2017) will be allocated to support U.S. Forest Service next year's operations (e.g. summer of 2018) at the Maroon Valley. (Current pricing: $8.00 for adult, $6.00 for youth aged 6-16, $6.00 for seniors aged 65 and over, free for children under 6 years.) This Agreement, Collection Agreement Financial Plan (FS-1500-18), and RFTA's annual correspondence stating the amount to be remitted to the U.S. Forest Service shall be used as documentation for U.S. Forest Service administrative proposes to generate a Bill for Collection to RFTA on or before **December 31st** of the year the revenue is generated.

The U.S. Forest Service agrees to waive recovery of indirect costs.

Billing Method: A single lump sum advance bill.

Billing must be sent to:

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

B. Perform in accordance with the attached Financial Plan. *See Attachment A.*

C. Perform in accordance with the attached Plan of Work. *See Attachment B.*

D. 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.

E. Provide the Maroon Creek Road and the Maroon Information (MIC) plaza and adjacent parking area available for the operation of the RFTA - Maroon Bells Bus Service. This will include ample space for passenger drop-off/pick-up and safe turning radius for bus turn around and waiting area for the RFTA bus system at the Maroon Bells Interpretive Center.

F. Assist RFTA in developing environmental education and interpretive programs about Forest resources, local history, and recreational opportunities at the Maroon Bells Recreation Area, as requested.

G. Provide a staff member for RFTA Maroon Bus Driver Orientation as timing allows.

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. This Agreement may be modified in the future by mutual consent of both parties. *See provision P of this section.*

D. The U.S. Forest Service and RFTA may mutually agree to collaborate in the review of draft publications, interpretive signs, manuscripts, and other printed material and audiovisuals prior to completion. This agreement, in and of itself, does not authorize RFTA's participation in the project.

E. Parties agree to collaborate and to share information as necessary such as visitor comments and when significant operational or safety issues arise.

F. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.

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

Principal RFTA Contacts:

RFTA Program Contact	RFTA Program Contact
John Hocker 51 Service Center Road Aspen, Co 81611 Phone: 970-384-4963 Email: Jhocker@rfta.com	Kent Blackmer 51 Service Center Road Aspen, Co 81611 Phone: 970-384-4964 Email: Kblackmer@rfta.com

RFTA Administrative Contact
Michael Yang 0766 Industry Way Carbondale, Co 81623 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 Admin. Contact
Shelly Grail District Recreation Staff Supervisor Aspen-Sopris Ranger District 620 Main St. Carbondale, CO 81623 Phone: 970-404-3155 Email: sgrail@fs.fed.us	Clark M. Woolley Grants & Agreements Specialist 900 Grand Avenue Glenwood Springs, CO 81601 Phone: 970-945-3227 Email: cmwoolley@fs.fed.us

H. U.S. FOREST SERVICE LIABILITY TO RFTA. The United States shall not be liable to RFTA 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 agreement, including but not limited to damage to any property owned by RFTA or any third party.

I. 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 the RFTA, authorized for use for a new agreement by the RFTA, or waived by RFTA. A 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.

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). 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).

K. 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.

L. ENDORSEMENT. Any of the 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 and does not by direct reference or implication convey the Cooperator's endorsement of the Forest Service products or activities.

M. 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.

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. Excess funds must be refunded in accordance with the REFUND provision of the agreement.

O. DEBARMENT AND SUSPENSION. RFTA shall immediately inform the U.S. Forest Service if it or any of its 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 the 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 30 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. 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 the Cooperator to the Office of Communications Assistant Director, Visual Information and Publishing Services prior to use of the insignia. The U.S. Forest Service will notify the Cooperator when permission is granted.

R. PROPERTY IMPROVEMENTS. Improvements placed by RFTA on National Forest System land at the direction or with the approval of the U.S. Forest Service become

property of the United States. These improvements are subject to the same regulations and administration of the U.S. Forest Service as would other national forest improvements of a similar nature. No part of this agreement entitles RFTA to any interest in the improvements, other than the right to use them under applicable U.S. Forest Service regulations.

S. PURCHASE OF ASSETS. Any assets (such as equipment, property, or improvements) purchased by the U.S. Forest Service with the RFTA's contributions shall become the property of the U.S. Forest Service.

T. COMMENCEMENT/EXPIRATION DATE. This agreement is executed effective as of the date of the last signature, and terminates on **12/31/2021**. Thereafter, this agreement shall automatically renew for successive one (1) year terms unless either party provides notice of non-renewal within ninety (90) days prior to the end of the initial term or any renewal term. The expiration date is the final date for completion of all work activities under this agreement.

U. 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.

CLARK M. WOOLLEY Date
U.S. Forest Service, Grants & Agreements Specialist

Attachments:
A – Financial Plan and *B – Plan of Work*

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 # 17-CO-11021501-003 Cooperator Agreement #

Collection Agreement Financial Plan (Attachment A)

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 (2x Total Cost)		110.00	$ 400.00	$44,000.00		$44,000.00
(Total Cost: includes housing, Sunday differencial,				$0.00		$0.00
training, time-off, holiday pay, awards, etc.)				$0.00		$0.00
				$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
					$0.00	$0.00
					$0.00	$0.00
					$0.00	$0.00
Subtotal, Personnel:		**190.00**		**$44,000.00**	**$30,800.00**	**$74,800.00**
TRAVEL						
Explanation of trips: From Where/To Where/For Whom	**Vehicle Mileage Cost or Airfare Cost**	**# of Trips**	**PerDiem and Lodging**			
FS Trucks, Gas, and Maintance		2	$2,800.00	$5,600.00		$5,600.00
				$0.00		$0.00
					$0.00	$0.00
Subtotal, Travel:	**$0.00**	**2**	**$2,800.00**	**$5,600.00**	**$0.00**	**$5,600.00**
EQUIPMENT						
Name and Type of Equipment:		**Unit Cost**	**Quantity**			
Uniform		$130	2	$260.00		$260.00
Boot Allowance		$300	2	$600.00		$600.00
					$0.00	$0.00
Subtotal, Equipment:		**$430.00**	**4**	**$860.00**	**$0.00**	**$860.00**
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:					
VIS supplies and Misc.			$583.20		$583.20
					$0.00
					$0.00
Subtotal, Other:			**$583.20**	**$0.00**	**$583.20**
TOTAL DIRECT CHARGES			**$51,043.20**	**$30,800.00**	**$81,843.20**
OVERHEAD ASSESSMENT (if applicable, see FSH 1909.13)	**Insert Rate Here:**	0.0%	**$0.00**		
Total Party Costs			**$51,043.20**	**$30,800.00**	**$81,843.20**
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					**$81,843.20**

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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.