



January 16, 1998

Larimer County Parks  
1800 S. County Road 31  
Loveland, CO 80537

Foothills Campus  
Colorado State University  
Fort Collins, Colorado 80523-5075  
(970) 491-8660  
FAX: (970) 491-8645

Attn. Daryl Burkhard

Dear Daryl,

Enclosed is your signed copy of a Service Agreement to develop a Forest Management Plan for Horsetooth Mountain Park. I am looking forward to working with you on this cooperative planning effort. Give me a call and let's discuss scheduling on this project as soon as you can.

Thank you again for giving me the opportunity to work with you on this project.

Sincerely,

A handwritten signature in cursive script that reads "Mike Babler".

Mike Babler  
District Forester

## SERVICE AGREEMENT

THIS AGREEMENT, made this 26 Day of December, 1997, by and between Larimer County Parks Department, hereinafter referred to as the LANDOWNER, and the State Board of Agriculture in behalf of the Colorado State Forest Service, Fort Collins District, hereinafter referred to as the CONTRACTOR; and

WHEREAS, the CONTRACTOR has the expertise to provide forest practice services:  
and;

WHEREAS, the LANDOWNER desires to implement forest practices described in this Agreement, to develop a Forest Management Plan for Horsetooth Mountain Park, to develop forest management plans for other Larimer County parks in the CSFS Fort Collins District, to educate the public about forestry, to implement resource management practices including tree planting, revegetation, fuels reduction, prescribed fires, insect and disease control, and other projects as are deemed necessary and mutually agreed to by the CONTRACTOR and LANDOWNER.

NOW, THEREFORE, it is hereby agreed that:

1. LANDOWNER warrants that he/she is the owner of the property described as follows or has obtained authority from the owner of said property to grant all rights to the CONTRACTOR provided for in the agreement. The property is described as follows:
  - A. Horestooth Mountain Park, the boundaries of which are defined and identified by the LANDOWNER for the CONTRACTOR.
  
2. LANDOWNER grants to the CONTRACTOR the right of access to the above described property for the following purposes:
  - A. Development of a forest managment plan. CONTRACTOR will assist wtih stand delineation, inventory design, data analysis and ground checking inventory results, write stand prescriptions and produce one copy of Forest Management Plan.
  - B. LANDOWNER will obtain aerial photography, delineate forest stands, do field inventory data collection, input data into their computer and produce printouts,

assist with ground truthing of inventory results, data analysis, writing prescriptions, and production of Forest Management Plan.

3. CONTRACTOR agrees to provide the services specified in Paragraph 2 of this Agreement in consideration for:  
  
\$2,000.00.
4. It is understood between the LANDOWNER and the CONTRACTOR that this agreement shall begin on the date first written above and shall remain in force until December 31, 1998.
5. This agreement may be terminated by either party ten (10) days following written notice to the other party.
6. CONTRACTOR may assign the rights provided for in this agreement to a subcontractor of its choice upon approval of the LANDOWNER.
7. The CONTRACTOR shall maintain during the life of this Agreement such liability insurance as is required by state law.
8. This agreement shall be extended due to inability of the FOREST SERVICE to perform work due to circumstances beyond its control or as mutually agreed to by the LANDOWNER and the CONTRACTOR. All extensions will be written and become part of this Agreement.
9. Financial obligations of CSFS payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.
10. The CONTRACTOR agrees as part of this Agreement that it will comply with all applicable laws regarding discrimination on the basis of race, creed, color, sex, or handicap including but not limited to Executive Order 11246 as amended or as may be further amended hereafter.
11. The laws of the state of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement.
12. The signatories hereto aver that they are familiar with 18-8-301, et. Seq., (Bribery and Corrupt Influences) and 18-8-401, et. Seq., (Abuse of Public Office),

C.R.S. 1973, as amended, and that no violation of such provision is present.

13. The signatories aver that to their knowledge no CSFS employee has any personal or beneficial interest whatsoever in the services or property described herein.
14. To the extent authorized by law, the CONTRACTOR shall indemnify, save and hold harmless the LANDOWNER, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees as a result of any act or omission by the CONTRACTOR, or its employees, agents, subcontractors, or assignees pursuant to the terms of this contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement of the day first written above.

LANDOWNER

*Robert Taylor* - Director

CONTRACTOR

*Mike Babler*  
District Forester

Larimer County Parks and Open Lands Department