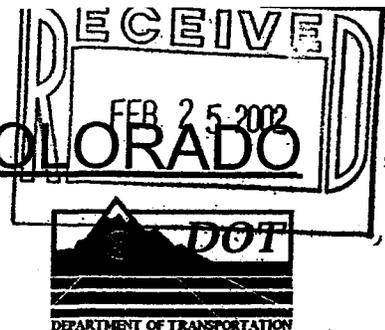


STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

4201 East Arkansas Avenue
Denver, Colorado 80222
(303) 757-9011



February 12, 2002

Mr. LeRoy Carlson
Colorado Field Supervisor
U.S. Fish and Wildlife Services
Colorado Field Office
755 Parfet Street, Suite 361
Lakewood, CO 80215

Re: Renewal of Interagency Letter of Agreement

Dear Mr. Carlson:

On November 17, 1999 the Colorado Department of Transportation (CDOT) and U.S. Fish and Wildlife Service (USFWS) signed a letter of agreement to hire a full time employee at CDOT to be assigned to the USFWS for a minimum of two years from the date the person begins work. Alison Michael began work on January 3, 2000. The purpose of this letter is to renew that agreement and to outline some basic mutual understandings based on the previous letter of agreement and the two years of experience since Ms. Michael was hired. This letter replaces the original letter of agreement dated November 17, 1999.

CDOT has been pleased with the position and the value it has added to our transportation program and expedited project delivery.

- The approval of this position will extend for 3 years from January 3, 2002.
- The position will be provided by CDOT within the Project Development Branch, Environmental Programs Office.
- The position will be subject to all State of Colorado personnel rules and regulations.
- The position will be physically located at USFWS and they will provide basic office supplies, workspace, use of copiers and faxes, etc. at no cost to CDOT.
- The position will be assigned a supervisor at USFWS to guide and direct in accomplishing their daily tasks. The position will also be assigned a supervisor at CDOT in the Environmental Programs Office to ensure compliance with State of Colorado and CDOT rules, regulations and directives. These individuals will be the principal point of contact for the position.

Mr. LeRoy Carlson
February 12, 2002
Page Two

- USFWS will provide the initial computer. If the computer needs to be replaced, CDOT will furnish one and the computer will remain on State of Colorado Inventory and returned to CDOT when the position is cancelled.
- CDOT will supply a state vehicle for usage by this employee. The vehicle can only be driven by an authorized state employee and is limited to business purposes. The USFWS will provide a location at the USFWS office for parking the vehicle during non-business hours.
- CDOT will be responsible for providing training for the employee and will work with USFWS to identify appropriate training. Due to assignment of this position in a federal agency representing a federal perspective, CDOT and USFWS recognize it is important that this employee may need to attend specific training that is not within CDOT current 40/hour/year and \$500/employee guidance criteria. In these circumstances, USFWS will work with CDOT to assist in funding and provide justification for CDOT approval. If the trip requires out-of-state travel, and is one that the USFWS feels is important and is willing to fund, the USFWS supervisor will send the CDOT supervisor a letter of justification and commitment to provide travel and per diem. CDOT will work with USFWS to approve such trips where possible, and USFWS understands that all CDOT out-of-state travel requires prior approval.
- CDOT and USFWS will conduct semi-annual reviews to work out any issues related to the position and discuss progress on mutually agreed upon performance measures. The USFWS Field Supervisor and Manager of the Environmental Program will attend these semi-annual reviews. If at any time either party determines the position is not in the best interest of their programs, the Agreement can be terminated.

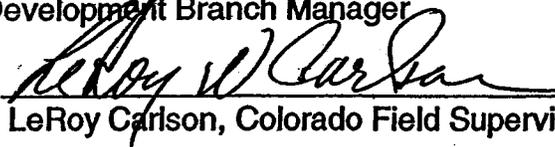
Your concurrence in this letter of agreement is appreciated.

Sincerely,



Dean VanDeWege
Project Development Branch Manager

I concur:


LeRoy Carlson, Colorado Field Supervisor, USFWS

2-25-02
Date

cc: Read file
Central file
R. Vickers

STATE OF COLORADO

DEPARTMENT OF TRANSPORTATION

4201 East Arkansas Avenue
Denver, Colorado 80222
(303) 757-9011



November 17, 1999

Mr. Lee Carlson
Colorado Field Supervisor
US Fish and Wildlife Services
Colorado Field Office
755 Parfet Street, Suite 361
Lakewood, CO 80215

Dear Mr. Carlson:

As a result of our interagency negotiations, the Colorado Department of Transportation (CDOT) has agreed to hire a full time employee to be assigned to the U.S. Fish and Wildlife Service (USFWS) for a minimum period of 2 years, beginning with the date the person begins work. The position assigned to USFWS will be dedicated to accomplishing USFWS tasks on CDOT projects for the mutual benefit of both agencies. The intent of this letter is to outline some basic mutual understandings.

The position will be provided by CDOT within the Project Development Branch, Environmental Program Office.

The position will be subject to all State of Colorado personnel rules and regulations.

The position will be physically located at USFWS and they will provide basic office supplies, work space, use of copiers and faxes, etc., at no cost to CDOT.

CDOT will hire a 6 month (maximum) temporary employee until the position is filled permanently.

The position will be assigned a supervisor at USFWS to guide and direct in accomplishing their daily tasks. The position will also be assigned a supervisor at CDOT in the Environmental Program Office to ensure compliance with State of Colorado and CDOT rules, regulations, and directives. These individuals will be the principal point of contact for the position.

USFWS will provide the initial computer. If the computer needs to be replaced, CDOT will furnish one and that computer will remain on State of Colorado inventory and returned to CDOT when the position is cancelled.

Mr. Lee Carlson
November 17, 1999
Page Two

CDOT will supply a state vehicle for usage by this employee. The vehicle can only be driven by an authorized state employee and is limited to business purposes. USFWS will provide a location at the office for parking the vehicle during non-business hours.

CDOT will be responsible for providing training for the employee and will work with USFWS to identify appropriate training.

CDOT and USFWS will conduct quarterly reviews to work out any issues related to the position. The USFWS Field Supervisor and Manager of the Environmental Program will attend these quarterly reviews.

Your concurrence in this letter of agreement is appreciated.

Sincerely,



Timothy J. Harris,
Project Development Branch Manager

I Concur



Lee Carlson
Colorado Field Supervisor

cc: Read File
Central File
R. Vickers