

Local Forest Agreement No.

to

for

between

and the

The authority and format of this
instrument has been reviewed and
approved for signature.

DATE

Forest Service G&A Specialist

FOR FOREST SERVICE USE ONLY

Agreement # 05-CS-11020000-026 Forest Agreement #
Spending Limit for FY05:
Burden (overhead rate):
Job Code:
Billing Frequency (advance lump sum, monthly,
quarterly, semi-annual, annual):
Vendor ID (multiple partners?):
If Federal, Agency Location Code:
Program Manager and phone #:
Termination Date:

OPERATING PROCEDURES
for
COOPERATIVE AGREEMENT NO. 05-CA-11020000-026
between
USDA FOREST SERVICE, ROCKY MOUNTAIN REGION
and
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM, Acting by and through Colorado State University for the benefit of the
Colorado State Forest Service, hereinafter referred to as CSFS

A. Identifying Projects

1. When landowners request CSFS assistance with vegetative treatment on their lands adjacent to National Forest System lands, the District Ranger FS and the District Forester CSFS will meet to discuss project opportunities to be operated under this CA.
2. Any request for vegetative treatment by a landowner to the Forest Service will be referred to the proper District Forester (CSFS) for project planning.
3. Proposed Forest Service projects which are adjacent to private or state lands, especially in the wildland interface, will be discussed with CSFS so that adjacent private landowners may be included in cross boundary project design. The potential to use the Good Neighbor Agreement will then be determined.
4. Each proposed project should be evaluated for the potential for larger landscape scale management involving vegetative treatment across possible multiple ownerships. The potential for use of the Good Neighbor Agreement in a landscape scale project can then be determined.

B. Annual Operating Plan and Project Design

1. The District Ranger (FS) and District Forester (CSFS) will meet annually to jointly develop and approve an Annual Operating Plan (AOP) for the coming federal Fiscal Year. The AOP will include all CA projects for the FS district. The plan can be amended as new projects are identified. A copy of the plan shall be sent to the Forest Supervisor and to the CSFS State Office.
2. Each project identified in the plan will include the rationale for the treatment and the long-term benefits for the area. The recommended management practices will be identified for state and private lands. CSFS may use Defensible Space guidelines (Fact Sheet 6.302) and "Fuelbreak Guidelines for Forested

- Subdivisions” as a general prescription for Defensible Space and fuelbreak projects. The National Forest System lands management prescriptions will be based upon USFS Forest Plans. This will all be identified as a part of overall project design. The Forest Service will determine if the project will be designated as a stewardship project to be implemented under a CSFS contract.
3. A timeline for project implementation will include the necessary steps to complete the project. It will identify NEPA and its target date to be completed by the Forest Service.
 4. A Task Order will be completed for each project. See Attachment A to the CA. The CSFS will include an estimate of costs by federal fiscal year. Actual costs of the work performed by CSFS will be submitted to the Forest Service monthly for reimbursement. The following should be considered in developing the project cost estimate: (1) CSFS direct labor, (2) supplies (not equipment purchases), (3) equipment use, (4) contract costs, and (5) other.

C. Project Preparation

1. The design of the project will reflect that similar and complimentary watershed restoration and protection activities on state and private lands will be extended to adjacent National Forest System lands. The services to be performed by CSFS on National Forest System lands can include treatment of insect infested trees, reduction of hazardous fuels, and other activities to restore or improve watersheds and/ or fish and wildlife habitat.
2. The CA authorizes the CSFS to act as Agents for the Forest Service for the planning, layout (marking or designation of trees for removal, or areas to be treated,) volume determination, appraisal, contract development and administration or other field work necessary to complete the project on National Forest System lands. CSFS will coordinate with the Forest Service to designate a contract on NFS land as a stewardship project where the value of products can offset project costs.
3. The CSFS acting as agents of the FS will coordinate with the District Ranger in implementing the NEPA decision on National Forest System lands. Any mitigation for environmental concerns identified in the NEPA decision will be incorporated into the State Contract when operating on National Forest System lands.
4. Project field layout will be similar to CSFS standards. Trees to be removed from National Forest System lands will either be MARKED* or otherwise designated for removal, cruised for volume determination, or be within areas delineated on the ground for treatment. All timber volumes or acres treated on National Forest System lands will be tracked separate from the state or private lands within the project.

Cruise trees to be removed from National Forest System lands to determine:

- a. Number to be removed
- b. Average DBH
- c. Average merchantable height
- d. Volume (CF)

Complete field forms or reports as requested by the local Forest Service District Office.

D. Contracts or Permits For Services or For The Sale of Timber

1. Use CSFS formats for preparation of permits or contracts as appropriate for the project. The volume/value of timber to be sold or acres treated will be tracked separately by state, private and National Forest. Normally within the project area, National Forest System lands will be setup as separate payment units, so that payments and special requirements can be more easily administered.
2. If there is value in the timber to be removed from National Forest System lands, the CSFS will attempt to sell the timber at the National Forest's standard rate or appropriate fair market appraisal, but not less than the minimum rates. The CSFS will obtain updated appraisal information from the FS District Ranger's Office.
3. The CSFS will coordinate with the Forest Service prior to advertisement and award of service contracts on National Forest System lands to ensure that adequate funds are available in the event that bids exceed estimates planned in the AOP.
4. Any Forest Service provision for paint branding for timber removed from the sale of timber on National Forest System lands will be included in the contract for the specific payment unit.

E. Project Administration

1. CSFS will administer the project involving all lands. They will keep the District Ranger informed and provide reports to the Forest Service during the operation of the project. A final inspection will be conducted upon completion of the work.
2. All timber receipts collected from harvest from National Forest System lands will be deposited into a CSFS account and will be dispersed quarterly to the Forest Service District Office.
3. CSFS will invoice FS for reimbursement for project expenditures quarterly. CSFS and FS will meet periodically to evaluate project expenditures against the AOP project estimates.

Attachment B
Good Neighbor Cooperative Agreement
FS # 05-CA-11020000-026

4. Small projects involving only a private landowner and the Forest Service may utilize standard tree marking paint. Larger scale projects involving multiple landowners and the sale of timber to a contractor must have trees marked with Forest Service supplied tracer marking paint. CSFS will maintain appropriate accountability for this paint as directed by the Forest Service District Office.

**Task Order to Master Good Neighbor Cooperative Agreement
Between**

USDA Forest Service, Rocky Mountain Region

And

**The Board of Governors of the Colorado State University System, Acting by
and through Colorado State University for the benefit of the Colorado State
Forest Service, hereinafter referred to as CSFS**

Date Prepared: _____

National Forest: _____ **Ranger District:** _____

CSFS District/Office: _____

County: _____ **Prepared By:** _____

Adjacent Landowner Name: _____

Address: _____

Telephone & Contact Information: _____

A. Project Description:

1. Rationale for recommended management treatments.

2. Long-term benefits.

3. Project Implementation.

Commented [UFS1]: Including state, private, and National Forest Systems lands

Commented [UFS2]: Include how the project will be accomplished, site location, contracts to be awarded, boundaries flagged, trees marked, timber cruised, volumes calculated, forms and permits completed, inspections, etc.

B. Project Timeline:

1. Planning of project on State or Private and National Forest Systems lands.

Commented [UFS3]: Elements to consider.

2. NEPA Process and projected date of decision.

3. Prescriptions and layout on all lands.

4. **Contract** Preparation and Award.

Commented [UFS4]: Attach copy of contract.

5. **Contract** Advertisement and Award.

Commented [UFS5]: Attach copy of contract.

6. Contract Administration.

C. Required Forms (see attached): A Standard Form 424, Standard Form 424A, and Standard Form 424B, Non-Construction Programs, shall be completed for each task order. Standard Form 270 shall be used for all requests for payment.

D. Performance Reports: CSFS shall submit a performance report with the final SF-270 or within 90 days of expiration of the task order.

E. Principal Contacts: The principal contacts for this Task Order are:

Forest Service Project Contact

Cooperator Project Contact

Phone:
FAX:
E-Mail:

Phone:
FAX:
E-Mail

Forest Service Administrative Contact

Cooperator Administrative Contact

Phone:
FAX:
E-Mail

Phone:
FAX:
E-Mail

F. Availability of Funds: Funds in the amount of \$ are currently available for performance of this task order through . The Forest Service's obligation for performance of this task order beyond this date is contingent upon the availability of appropriated funds

from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this task order beyond ; until funds are made available to the Forest Service for performance and until the CSFS receives notice of availability by written modification by the Forest Service.

G. Payment/Reimbursement: The Forest Service shall reimburse the CSFS for the Forest Service's proportionate share, percent of actual expenses incurred, not to exceed \$, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated budget. The CSFS is approved to submit monthly or quarterly billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an SF-270. The SF-270 should be forwarded as follows:

Name
Forest Service Unit
Address
Phone Number

H. Commencement/Expiration Date: This Task Order is executed as of the last date of signature below and is effective through xxxxxxxx at which time it will expire unless extended.

I. All terms and conditions of Good Neighbor Cooperative Agreement No. 05-CA-11020000-026 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this task order as of the last written date below.

Board of Governors of the Colorado State
University System acting by and through
Colorado State University

USDA FOREST SERVICE

Commented [UFS6]: Page: 7
Staff Name

Commented [fs7]: Page: 7
Region/Forest Name

LYN JOHNSON _____ DATE
Director, Sponsored Programs

_____ DATE
Forest Supervisor

Commented [fs8]: Page: 7
Cooperator Signatory Name

Commented [fs9]: Page: 7
FS Signatory Name

COLORADO STATE FOREST SERVICE

Commented [UFS11]: Page: 7
Staff Name

Commented [fs12]: Page: 7
Region/Forest Name

_____ DATE
Colorado State Forester

Commented [fs13]: Page: 7
Title of Cooperator's Signatory

The authority and format of this instrument has

Attachment A
Good Neighbor Cooperative Agreement
Master FS # 05-CA-11020000-026
been reviewed and approved for signature.

Local Forest Agreement No.

| | |
|-------------------------------|------|
| | DATE |
| Forest Service G&A Specialist | |

Commented [USFS14]: Page: 7
Insert name of Agreements Coordinator

FOR FOREST SERVICE USE ONLY

Agreement # Master # 05-CS-11020000-026 Forest Agreement #
Spending Limit for FY05:
Burden (overhead rate):
Job Code:
Billing Frequency (advance lump sum, monthly,
quarterly, semi-annual, annual):
Vendor ID (multiple partners?):
If Federal, Agency Location Code:
Program Manager and phone #:
Termination Date:

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

**THE GOOD NEIGHBOR
COOPERATIVE AGREEMENT**

between

**USDA FOREST SERVICE
ROCKY MOUNTAIN REGION**

and

**THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM**, acting by and through **Colorado State University** for the benefit of the
Colorado State Forest Service, hereinafter referred to as CSFS.

This **COOPERATIVE AGREEMENT** is hereby entered into by and between the USDA Forest Service, Rocky Mountain Region, hereinafter referred to as the Forest Service, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of the Colorado State Forest Service, hereinafter referred to as CSFS, under the provisions of the Fiscal Year 2001 Interior and Related Agencies Appropriation Act, Title III, Section 331, Federal and State Cooperative Watershed Restoration and Protection in Colorado (the "Act"), as amended by Fiscal Year 2005 Interior and Related Agencies Appropriation Act, Section 336.

A. **PURPOSE:** The purpose of this Cooperative Agreement is to authorize the Forest Service to have the CSFS perform watershed restoration and protection services on National Forest System (NFS) lands in the State of Colorado when similar and complementary watershed restoration and protection services are being conducted by the CSFS on adjacent state or private lands. The types of services that may be extended to NFS lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries. This agreement supercedes Good Neighbor Cooperative Agreement # 01-CA-11020000-044.

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** The State of Colorado's forested watersheds have, in recent years, undergone periodic insect and disease attacks of epidemic proportions. At the same time, wildfires are increasing in size, intensity and frequency. The basic causes of these incidents can be traced to the condition and health of the State's forests which are characterized by large, unbroken areas of densely stocked, suppressed and weakened trees, with abundant ground and ladder fuels. These conditions are not natural within Colorado's forested watersheds.

These forest conditions have developed due to a complicated mixture of past mandated management and grazing strategies and practices, effective fire suppression, social attitudes that have limited or precluded timber harvest and/or the use of prescribed fire, loss of forest industry, increasingly stringent

Commented [mah2]: Page: 1
(FS benefits and interest; partner's benefits and interest, and mutual benefit and interest)

| | |
|--------------------------|--------------------|
| FS Agreement No. | 05-CA-11020000-026 |
| Cooperator Tax ID No. | 846000545 |
| Cooperator Agreement No. | |

air regulations that limit the use of prescribed fire, agency policies and regulations.

The rapid urbanization of Colorado's forested land, especially along the Front Range, has also contributed to this problem. Development often creates conditions that may actually increase the hazards and risks of insects, disease and fires. In these urbanized forests there is an increasing demand that something be done. Allowing natural processes within these forested watersheds to begin operating at full scale is not an option.

To begin restoring and protecting Colorado's watersheds, the U.S. Congress passed legislation which authorizes the Forest Service to have the CSFS perform watershed restoration and protection services on NFS lands in the State of Colorado when similar and complementary services are being performed on adjacent state or private lands. This cross boundary management fits with the implementation of the National Fire Plan (NFP) and is reflected in this agreement.

Following are some of the benefits that will accrue by the implementation of this agreement:

An impediment to cross boundary private/NFS land watershed restoration activities can be removed, resulting in more on-the-ground restoration and protection accomplishment.

The Forest Service and CSFS will demonstrate cooperation while promoting the "Good Neighbor Concept", an identified objective of both the NFP and the CSFS/Forest Service Red Zone Communication Plan.

This type of cooperation across boundaries is much more efficient in use of tax dollars and agency time. It will be a one-stop-shopping concept that will prove less frustrating to cooperating landowners.

NFS, State, and private lands will be at less risk and more defensible from catastrophic events. Fuel breaks, defensible space and other fuel treatments can provide a defensive position to attack fires moving from the forest toward home sites or to attack fires moving from the development toward forested lands.

C. FOREST SERVICE SHALL:

1. Meet with the CSFS (District Foresters) on an annual basis to identify restoration and protection services to be performed cooperatively between the parties for that fiscal year. An Annual Operating Plan (AOP) will be developed that lists the projects to be completed. A task order will be developed for each project in accordance with Attachment A, Task Order. Task Orders shall be developed collaboratively by the USFS District

Commented [mah3]: Page: 1
Fully describe all work, tasks, studies, reports, funding, reimbursements, collections, inspections, consultations, and cooperation the FS will perform.

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

Ranger and the CSFS District Forester and approved by authorized officials of both parties.

2. Provide to CSFS the current product rates and product accountability requirements to be applied to any forest product removed from NFS lands under this agreement.
3. Complete the appropriate NEPA analysis and approvals as necessary to allow the implementation of activities agreed to in the AOP and individual Task Orders.
4. Refer requests for watershed restoration activities on private lands adjoining NFS lands within agreed upon project areas, to the appropriate local CSFS District Office for coordination.
5. Remit to CSFS amounts due for work completed under negotiated Task Orders. Such amounts shall be based on monthly invoices, SF-270's, submitted to the USFS.

D. CSFS SHALL:

1. In accordance with Section 331(b) of the Act, as amended by the Fiscal year 2005 Interior and Related Agencies Appropriation Act, Section 336, provide all services necessary to facilitate the performance of watershed restoration and protection services as agreed to in the AOP. The State Forester of Colorado shall serve as the agent for the Forest Service in providing these services on NFS land.
2. Follow the Standard Operating Procedures as outlined in Attachment B.
3. Meet with Forest Supervisors and District Rangers to keep them informed of progress of projects and/or to provide input into the NEPA process as requested by Forest Service. CSFS District Foresters will provide written summaries on a quarterly basis on each project's work accomplishment.
4. Submit copies of their quarterly reports to the Forest Service Districts where projects are occurring. These reports will display CSFS' actual expenditures to date. The report will include payment for, and a full accounting of, moneys received by the Office of Sponsored Programs on behalf of the Forest Service for timber sales or permits issued for the removal of forest products from NFS land. These moneys are to be returned to the USFS on a quarterly basis.

Commented [mah5]: Page: 1
Fully describe all work, tasks, studies, funding reimbursements, collections, inspections, consultations and cooperation the partner will perform)

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The services to be performed by the CSFS may be conducted with subcontracts utilizing State contract procedures. Subsections (d) and (g) of section 14 of the National Forest Management Act of 1976 (16 U.S.C. 472a) shall not apply to services performed under a cooperative agreement or contract under Section 331(a) of the Act, as amended by Fiscal Year 2005 Interior and Related Agencies Appropriation Act, Section 336.
2. With respect to any watershed restoration and protection services on NFS lands proposed for performance by the CSFS under Section 331(a) of the Act, as amended by Fiscal Year 2005 Interior and Related Agencies Appropriation Act, Section 336, any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) may not be delegated to the State Forester of Colorado or any other officer or employee of the CSFS.
3. This is an award of Federal Financial Assistance and as such is subject to the Office of Management and Budget OMB Circular A-21, OMB Circular 110 and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3015, 3017, 3018, 3019, 3052. The OMB Circulars are available on the internet at www.whitehouse.gov/OMB/grants. Electronic copies of the CFR's can be obtained at the following internet site: www.access.gpo.gov/nara/cfr. If you are unable to retrieve these regulations electronically, please contact our Acquisition Management Staff, Grants and Agreements Office at 703-605-4870.
4. **FINANCIAL STATUS AND CASH REPORTING.** A Financial Status Report, Form SF-269A, or SF-269, shall be submitted quarterly. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.
5. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this Cooperative Agreement is not available for reimbursement of recipient purchase of equipment.
6. **MODIFICATION.** Modifications within the scope of the Cooperative Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
7. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other

Commented [UFS6]: 7 CFR 3015: Uniform Federal Assistance Regulations

Commented [UFS7]: For the type of recipient select and use the appropriate OMB Cost Principles Circular: Circular A-87, Cost Principles for State, Local, and Indian Tribal Government; or Circular A-122, Cost Principles for Non-Profit Organizations; or Circular A-21, Costs Principles for Educational Institutions

Commented [UFS8]: Circular A-133: Audits of States, Local Governments and Non-Profit Organizations

Commented [UFS9]: 7 CFR 3052: Audits of States, Local Governments and Non-Profit Organizations

Commented [UFS10]: This is mandatory. Refer to 7 CFR 3016.41 or 7 CFR 3019.52 for Form SF-272 requirements to determine the appropriate status report. When the SF-272 is not used, delete that reference.

Commented [UFS11]: Submit a SF-269A when program income is not involved.

Commented [UFS12]: Submit a SF-269 when program income is involved.

Commented [UFS13]: Select and insert the appropriate one (quarterly, semi-annually, annually).

Commented [UFS14]: When no equipment is approved for purchase, this is mandatory. Include "Supplies" where applicable.

Commented [UFS16]: This is MANDATORY.

Commented [UFS17]: When improvements result from a project on National Forest System lands, this is mandatory.

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

National Forest improvements of a similar nature. No part of this Cooperative Agreement shall entitle the CSFS to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

8. **COMMENCEMENT/EXPIRATION DATE.** This Cooperative Agreement is executed as of the date of last signature and is effective through September 30, 2009, at which time it will expire unless extended.
9. **PRINCIPAL CONTACTS.** The principal contacts for this Cooperative Agreement are:

Johnny Hodges
USDA Forest Service
Rocky Mountain Region
P.O. Box 25127
Lakewood, CO 80225
(303) 275-5003 (Voice)
(303) 275-5075 (Fax)
Email Address: jhodges@fs.fed.us

David Hessel
Colorado State Forest Service
9769 W. 119th Dr.
Suite 12
Broomfield, CO 80021
(303) 635-1597 (Voice)
(303) 465-9048 (Fax)
Email Address: dhessel@lamar.colostate.edu

10. **ELECTRONIC FUNDS TRANSFER.** CSFS shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

- The payment recipient/cooperator does not have an account at a financial institution.
- EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
- The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

11. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this Cooperative Agreement. Only costs for those project activities approved in (1) Task Orders, or (2) modifications thereto, are allowable. Requests for payment shall be submitted quarterly on Standard Form 270 (SF-270), Request for Advance or Reimbursement.

Commented [UFS18]: This is MANDATORY.

Commented [UFS20]: This may be changed to accommodate the citing of each party's technical and business representatives if necessary; however, this is mandatory.

Commented [UFS21]: Unless the recipient/cooperator is already using EFT, this is MANDATORY. If changes occur to the phone numbers or the World Wide Web address, make those changes accordingly.

Commented [UFS22]: Where cost reimbursable payments are required this is mandatory.

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

12. **INDIRECT COSTS AND TUITION REMISSION.** In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.
13. **PROGRAM PERFORMANCE REPORTS.** The final performance report shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.
14. **PROGRAM INCOME.** If any program income is generated as a result of this Cooperative Agreement, the income shall be applied using the alternative as described in 7 CFR 3016.25 and 3019.24.
15. Each party to this Cooperative Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Cooperative Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq, or of the right of the United States to fully recoup any damages for any injury caused by CSFS, its employees, agents, contractors or other representative.
16. This Cooperative Agreement shall inure to the benefit of, and be binding upon, the parties and their representatives, successors and assigns. The foregoing notwithstanding, this Agreement is not intended, nor shall it be construed, as creating third-party beneficiary rights in any other business or person. Any benefit(s) to a third party arising out of this Agreement are understood to be incidental and not intended.
17. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
18. **DUNS NUMBER (05/04).** CSFS shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
19. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this instrument as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.
20. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature below and is effective through September 30, 2009 at which time it will expire.

Commented [UFS23]: This is MANDATORY.

Commented [UFS24]: Where performance reports are required, this is mandatory. Additional language may be added which outlines specific report requirements.

Commented [UFS25]: When program income is anticipated, this is mandatory, reference 7 CFR 3019.24(d) for research agreements.

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last written date below.

COLORADO STATE FOREST SERVICE

USDA FOREST SERVICE

Rocky Mountain Region

Commented [UFS26]: Page: 7
Staff Name

Commented [fs27]: Page: 7
Staff/District Name

/S/ Tom Wardle 2-22-05
BILL WILCOX DATE
Colorado State Forester

/S/ Richard Stem 2-14-05
RICK D. CABLES DATE
Regional Forester

**BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY
SYSTEM acting by and through
Colorado State University**

Commented [UFS28]: Page: 7
Staff Name

Commented [fs29]: Page: 7
Staff/District Name

/S/ Lyn Johnson 3/7/05
LYN JOHNSON DATE
Director, Sponsored Programs

_____ DATE

The authority and format of this instrument
has been reviewed and approved for
signature.

/S/ LuAnn Waida 2/11/05
LuAnn Waida DATE
Forest Service G&A Specialist

Latest Draft of Agreement July '05 - Unsigned!

COOPERATIVE FUELS MANAGEMENT AGREEMENT
between
DOI BLM
COLORADO STATE OFFICE
and
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM, acting by and through **Colorado State University** for the benefit of the
Colorado State Forest Service hereinafter referred to as CSFS.

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Royal Gorge Field Office (BLM), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of the Colorado State Forest Service, hereinafter referred to as CSFS for the purposes of reducing hazardous fuels and watershed restoration activities.

B. Objective. This Cooperative Agreement is to authorize the Bureau of Land Management to have the CSFS perform fuels reduction services on BLM lands in the Boulder County when similar fuels reduction services are being conducted by the CSFS on adjacent state or private lands. The types of services that may be extended to BLM lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries.

C. Authority

(1) Federal Land Policy and Management Act of 1976 (Public Law 94-579, Section 307 (b)).

(2) 2005 Appropriations Bill Title 3 Section 335 – General Provisions

(3) The Good Neighbor Cooperative Agreement between USDA Forest Service Rocky Mountain Region and The Board of Governors of the Colorado State University System acting by and through Colorado State University for the benefit of the Colorado State Forest Service

D. Benefits. The State of Colorado's forested watersheds have, in recent years, undergone periodic insect and disease attacks of epidemic proportions. At the same time, wildfires are increasing in size, intensity and frequency. The basic causes of these incidents can be traced to the condition and health of the State's forests which are characterized by large, unbroken areas of densely stocked, suppressed and weakened trees, with abundant ground and ladder fuels. These conditions are not natural within many of Colorado's forested watersheds.

These forest conditions have developed due to a complicated mixture of past mandated management and grazing strategies and practices, effective fire suppression, social attitudes that have limited or precluded timber harvest and/or the use of prescribed fire, loss of forest

industry, increasingly stringent air regulations that limit the use of prescribed fire, agency policies and regulations.

The rapid urbanization of Colorado's forested land, especially along the Front Range, has also contributed to this problem. Development often creates conditions that may actually increase the hazards and risks of insects, disease and fires. In these urbanized forests there is an increasing demand that something be done. Allowing natural processes within these forested watersheds to begin operating at full scale is not an option.

To begin restoring and protecting Colorado's watersheds, the U.S. Congress passed legislation which authorizes the BLM to allow the CSFS to perform watershed restoration and fuels reduction services on BLM lands in the State of Colorado when similar and complementary services are being performed on adjacent state or private lands. This cross boundary management fits with the implementation of the National Fire Plan (NFP) and is reflected in this agreement.

Following are some of the benefits that will accrue by the implementation of this agreement:

An impediment to cross boundary private/BLM land watershed restoration activities can be removed, resulting in more on-the-ground restoration and protection accomplishment.

The BLM and CSFS will demonstrate cooperation while promoting the "Good Neighbor Concept", an identified objective of both the NFP and the CSFS/BLM Red Zone Communication Plan.

This type of cooperation across boundaries is much more efficient in use of tax dollars and agency time. It will be a one-stop-shopping concept that will prove less frustrating to cooperating landowners.

BLM, State, and private lands will be at less risk and more defensible from catastrophic events. Fuel breaks, defensible space and other fuel treatments can provide a defensive position to attack fires moving from the forest toward home sites or to attack fires moving from the development toward forested lands.

II. Project Management Plan

A. The CSFS agrees to:

- (1) Assist the BLM in the layout of project units.
- (2) Provide implementation of the project in the form of contracting, arranging volunteers, etc. and the oversight of implementation operations.
- (3) Meet with BLM representatives to keep them informed of progress of projects and/or to provide input into the NEPA process as requested by the BLM. CSFS District Foresters will provide written summaries on a quarterly basis on each project's work accomplishment.

- (4) Submit copies of their quarterly reports to the BLM Field Offices where projects are occurring. These reports will display CSFS' actual expenditures to date. The report will include payment for, and a full accounting of, monies received by the Colorado State Forest Service on behalf of the BLM for timber sales or permits issued for the removal of forest products from BLM land. These moneys are to be returned to the BLM on a quarterly basis.
- (5) Ensure Wildland Urban Interface BLM forest acres are treated as part of a cross-boundary project with private landowners. Complete at least 20 acres on BLM land at a maximum rate of \$1,450 per acre.
- (6) Not charge any indirect fees for processing of this agreement or for transfer of any funds. Any indirect fees that could be charged by the CSU Office of Sponsored Programs will instead act as the required contribution to the BLM.

B. The BLM agrees to:

- (1) Meet with the CSFS (District Foresters) on an annual basis to identify restoration and protection services to be performed cooperatively between the parties for that fiscal year. A task order will be developed for each project. Task Orders shall be developed collaboratively by the BLM and the CSFS District Forester and approved by authorized officials of both parties.
- (2) Provide to CSFS the current product rates and product accountability requirements to be applied to any forest product removed from BLM lands under this agreement.
- (3) Complete the appropriate NEPA analysis and approvals as necessary to allow the implementation of activities agreed to in individual Task Orders.
- (4) Refer requests for watershed restoration activities on private lands adjoining BLM lands within agreed upon project areas, to the appropriate local CSFS District Office for coordination.
- (5) Remit to CSU-CSFS amounts due for work completed under negotiated Task Orders. Such amounts shall be based on monthly invoices, SF-270's, submitted to the BLM.
- (6) Provide payments to the Colorado State University Office of Sponsored Programs in accordance with **Section *, Financial Support, and Section *, Payments**, of this agreement and applicable OMB and Treasury Regulations.
- (7) Provide \$29,000 for use on forest management practices, necessary equipment for project setup, and for other related CSFS time compensation on BLM land adjacent to Wildland Urban Interface Communities.

C. The CSFS and BLM mutually agree to the following:

1. The services to be performed by the CSFS may be conducted with subcontracts utilizing State contract procedures.
2. With respect to any watershed restoration and fuels reduction services on BLM lands proposed for performance by the CSFS any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) may not be delegated to the State Forester of Colorado or any other officer or employee of the CSFS.
3. This is an award of Federal Financial Assistance and as such is subject to the Office of Management and Budget OMB Circular A-21, OMB Circular 110 and OMB Circular A-133. The OMB Circulars are available on the internet at www.whitehouse.gov/OMB/grants. Electronic copies of the CFR's can be obtained at the following internet site: www.access.gpo.gov/nara/cfr. If you are unable to retrieve these regulations electronically, please contact our Acquisition Management Staff, Grants and Agreements Office at 703-605-4870.
4. FINANCIAL STATUS AND CASH REPORTING. A Financial Status Report, Form SF-269A, or SF-269, shall be submitted quarterly. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.
5. FUNDING EQUIPMENT AND SUPPLIES. Federal funding under this Cooperative Agreement is not available for reimbursement of recipient purchase of equipment.
6. MODIFICATION. Modifications within the scope of the Cooperative Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The BLM is not obligated to fund any changes not properly approved in advance.
7. PROPERTY IMPROVEMENTS. Improvements placed on Bureau of Land Management land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the BLM as other Bureau of Land Management improvements of a similar nature. No part of this Cooperative Agreement shall entitle the CSFS to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the BLM.
8. COMMENCEMENT/EXPIRATION DATE. This Cooperative Agreement is executed as of the date of last signature and is effective through September 30, 2010, at which time it will expire unless extended.

9. **PRINCIPAL CONTACTS.** The principal contacts for this Cooperative Agreement are:

John Smeins
Bureau of Land Management
Royal Gorge Field Office
3170 E. Main
Cañon City, CO 81212
(719) 269-8581 (Voice)
(719) 269-8599 (Fax)
Email: john_smeins@blm.gov

Chuck Dennis
Colorado State Forest Service
9769 W. 119th Dr.
Suite 12
Broomfield, CO 80021
(303) 465-9043 (Voice)
(303) 465-9048 (Fax)
Email: cdennis@lamar.colostate.edu

10. **ELECTRONIC FUNDS TRANSFER.** CSFS shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

- a. The payment recipient/cooperator does not have an account at a financial institution.
- b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
- c. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

11. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this Cooperative Agreement. Only costs for those project activities approved in (1) Task Orders, or (2) modifications thereto, are allowable. Requests for payment shall be submitted monthly on Standard Form 270 (SF-270), Request for Advance or Reimbursement.

Deleted: quarterly

12. **INDIRECT COSTS AND TUITION REMISSION.** In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.

13. **PROGRAM PERFORMANCE REPORTS.** The final performance report shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.

14. **PROGRAM INCOME.** If any program income is generated as a result of this Cooperative Agreement, the income shall be applied using the alternative as described in 7 CFR 3016.25 and 3019.24.

15. Each party to this Cooperative Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Cooperative Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq, or of the right of the United States to fully recoup any damages for any injury caused by CSFS, its employees, agents, contractors or other representative.

16. This Cooperative Agreement shall inure to the benefit of, and be binding upon, the parties and their representatives, successors and assigns. The foregoing notwithstanding, this Agreement is not intended, nor shall it be construed, as creating third-party beneficiary rights in any other business or person. Any benefit(s) to a third party arising out of this Agreement are understood to be incidental and not intended.

17. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

18. DUNS NUMBER (05/04). CSFS shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.

19. AUTHORIZED REPRESENTATIVES. By signature below, the cooperator certifies that the individuals listed in this instrument as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.

20. COMMENCEMENT/EXPIRATION DATE._ This instrument is executed as of the date of last signature below and is effective through September 30, 2009 at which time it will expire.

III. Key Officials

A. Assistance Officer (AO)

Mary Skole
Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, CO 80215
Telephone Number (303) 239-3674

B. Assistance Representative (AR)

John Smeins
Bureau of Land Management
Royal Gorge Field Office
3170 E. Main
Cañon City, CO 81212
Telephone Number (719) 269-8581

C. Responsible Official

Allen Owen
Colorado State Forest Service
Boulder District
5625 Ute Highway
Longmont, CO 80503-9130
Telephone Number (303) 823-5774

D. Project Manager

Bob Bundy
Colorado State Forest Service
Boulder District
5625 Ute Highway
Longmont, CO 80503-9130
Telephone Number (303) 823-5774

IV. The Parties Hereto have Executed This Contract.

State Forester

Date

CSU Sponsored Programs

Date

BLM Signature

Date

BLM Signature

Date

DECISION MEMORANDUM

On Action and for Application of:

Categorical Exclusion 1.12

**Boulder County Fuels Reduction
CO-200-2004-0082CE**

U.S. Department of the Interior
Bureau of Land Management
Royal Gorge Field Office
Boulder County, CO

Purpose and Need for the Action: The Colorado State Forest Service contacted the BLM in the fall of 2003 proposing the construction of fuelbreaks and hazardous fuels reduction that would coincide with work that they were planning on private lands and the U.S. Forest Service is doing on their lands. The project area is within the Wildland-Urban Interface and contains numerous residences, as well as an extremely dense forest. Work is already taking place on both Forest Service and private lands. These lands are in a Fire Regime III and the Condition Class is currently estimated to be a 3. Congress has recently directed the Bureau of Land Management to reduce wildfire hazards in areas where fuels have accumulated to hazardous levels and threaten private property. In the 2004 Interior Appropriations Bill, funding was provided to the Bureau of Land Management to help reduce wildfire hazards in these types of situations.

Description of the Proposed Action: The BLM, in collaboration with private landowners, the U.S. Forest Service, and the Colorado State Forest Service, is proposing to reduce fuels on public lands by thinning the forest west of Boulder in select locations. These locations are mainly confined to four projects. These projects would reduce the fuel hazards and threat of catastrophic fire events and would include implementation assistance to private landowners, such that mitigation plans are in place. The Four Projects are:

The "Left Fork Fuel Break" & "Escape Route Fuel Break": (see attached maps)

R72W, T1N, Section 24

R71W, T1N, Section 19

These projects would be located approximately two to three miles south of Gold Hill and about five miles west of Boulder.

Currently, landowners are working with the Colorado State Forest Service to develop the Left Fork and Escape Route Fuelbreaks. The landowners wish to extend their treatment with a 200+ foot wide fuelbreak along the ridgetop/north facing slope directly north of their homes. Approximately 10 acres of the 30 acre Left Fork Fuelbreak is on BLM property. The Escape Route Fuelbreak would thin up to 200 feet on each side of the road. These fuelbreaks would thin trees to a spacing of up to 40 feet between crowns and work would be accomplished using hand tools, feller-buncher type machines, or hydro-axes. Slash would either be chipped or piled and burned later. On slopes greater than 30%, hand work would be the only method used to construct the fuelbreaks. The focus of these fuelbreaks would be the removal of smaller trees. The total treated area of this project would not exceed 50 acres of BLM land.

The "Gold Run Project" :(see attached map)

R72W, T1N, Section 13

In the Gold Hill area some land owners have already completed thinning on their land and are supportive of continued thinning efforts. Lands within the Gold Run project area identified by the Colorado State Forest Service would be thinned. These thinnings would create tree spacing with up to 30 feet between crowns and work would be accomplished using hand tools, feller-buncher type machines, or hydro-axes. Slash would either be chipped or piled and burned later. On slopes greater than 30%, hand work would be the only method used to thin. The thinnings would focus on the retention of larger, more fire resistant trees, and the removal of smaller trees. The total treated area of this project would not exceed 50 acres of BLM land.

The "Extended Defensible Space" project:

The BLM is also proposing that land owners that are doing work on their property be allowed to also work on BLM lands up to 200 yards from their property line as "extended defensible space" treatments. This would cover all BLM lands in:

T1N, R71W Sections 5-9, 15, 17-19, 21 and 22

T1N, R72W 12, 13, and 24

These thinnings would allow land owners to thin trees on BLM lands in the same manner they treat their own lands. For example, if they thin their land to a spacing of 50 feet between crowns they can thin BLM lands to a spacing of 50 feet or less. Work would be accomplished using hand tools or hydro-axes. Slash would either be chipped or piled and burned later. On slopes greater than 30%, hand work would be the only method used to thin. Property owners would have to obtain permission from the BLM before work could start and would be responsible for determining property boundaries and ownership. At a minimum, the BLM would require approval from an archeological and fuels representative. The total treated area of this project would not exceed 100 acres of BLM land.

All projects would have the following mitigation:

1. Large mechanical machinery would stay away from riparian and wetland areas and not work off road when ground conditions are wet.
2. Fueling of saws and machinery would be accomplished through established procedures.
3. Minimize off-road travel in performing and supervising the operations. Any new vehicular travel routes would be rehabilitated and closed, especially where they connect to the existing roads/trails. Existing roads and trails would be used as much as possible by agency and contractor personnel to eliminate development of new routes and trails. When driving off roads, personnel would avoid repeatedly driving back and forth via the same route.
4. Work would not take place between May 1st and July 30th to avoid migratory bird nesting.
5. Equipment used for fuels management would be cleaned before arriving on site and leaving to reduce the spread of noxious weeds.
6. The Colorado State Forest Service would work with the BLM RGFO in preparation, reviewing, and approving any pile burn plans.
7. Operators and landowners would be required to notify RGFO archeology staff if any cultural resources are encountered during fuels treatment activities.
8. The BLM would continue collaborating with the Colorado State Forest Service on local partners with access and the need for additional mitigation work.
9. Removal of any merchantable wood for biomass, fuelwood, corral poles, fence posts or small sawtimber from BLM lands will require a BLM Vegetative Permit (5450-5) or a USFS/BLM firewood permit.
10. Accentuate stand diversity by leaving small undisturbed patches of trees and create holes or openings in the stand canopy. Try to avoid even spacing between trees. Save some small healthy trees in strategic locations for stand vertical diversity.
11. Remove trees regardless of size if current under attack from bark beetles or severely infected with dwarf mistletoe.
12. The CSFS representative and RGFO forester will visit project areas while on-going and after treatment to determine remaining forest stocking levels, the condition of trees being left on site, and wood utilization.
13. Protect trees that currently being use by wildlife including any tree that contains a nest, squirrel mitten below, turkey roost trees, snag over 10 inches in diameter and 10

feet tall which the bark beetles have moved on, and any tree with holes indicating sap-sucking.

Plan Conformance:

The Proposed Action has been reviewed for conformance and is consistent with the Northeast Resource Management Plan, approved on September 16, 1986 specifically with decisions with Timber and Firewood (Issue 4) and Wildlife Habitat (Issue 3). The Proposed Action was designed in conformance with all bureau standards and incorporates the Colorado Standards for Public Land Health.

Compliance with the National Environmental Policy Act: The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 2, Appendix 1, 1.12 due to the size and nature of the project. The application of this categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly effect the environment and none of the exceptions apply. These extraordinary circumstances are contained in 516 DM, Appendix 2.

I considered the issues that were raised during the scoping done by the U.S. Forest Service and internally. These issues were:

- Clear Cutting and the effects to Scenery
- Road Construction
- Increased Use and Access
- The lands proposed to be worked on are planned to be disposed of in the future

These issues would have only a minor to no impact to the environment. These projects are small and the amount of BLM managed lands is small. Considering this, the effects of the resource related issues are minor. No new roads would be built and access would not be greatly increased due to the amount of private land in the area. These projects are designed as thinnings and due to the small sizes would blend into the landscape. The lands in Boulder County and particularly in the project area are planned to be disposed of in the future. How long the BLM will continue managing these lands is unknown, however the BLM has decided that it is in the best interest of the public to treat the lands now so that the work can get done quickly and the benefits can be realized now rather than waiting an unknown length of time.

CATEGORICAL EXCLUSION REVIEW: The proposed action qualifies as a categorical exclusion under 516 DM 6, Appendix 1, Number (1.12). None of the following exceptions in 516 DM 2, Appendix 2, apply.

| Exception | YES | NO |
|-----------|-----|----|
|-----------|-----|----|

| Exception | YES | NO |
|--|-----|----|
| 1. Have significant adverse effects on public health and safety. | | X |
| 2. Have adverse effects on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands, floodplains; national monuments; migratory birds; and other ecologically significant or critical areas. | | X |
| 3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources. | | X |
| 4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks. | | X |
| 5. Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects. | | X |
| 6. Be directly related to other actions with individually insignificant but cumulatively significant environmental effects. | | X |
| 7. Have adverse effects on properties listed, or eligible for listing, in the National Register of Historic Places. | | |
| 8. Have adverse effects on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have adverse effects on designated Critical Habitat for these species. | | |
| 9. Have the potential to violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment. | | |
| 10. Have the potential for a disproportionately high and adverse effect on low income or minority populations. | | X |

Administrative Review or Appeal Opportunities:

If you wish to appeal, in accordance with 43 Code of Federal Regulation Part 4, you have within 30 days of the decision date to file a *Notice of Appeal*. Your *Notice of Appeal* must be filed with the office of the officer who made the decision. This is the Bureau of Land Management, Royal Gorge Field Office, 3170 East Main, Canon City, CO 81212. Your appeal must also be filed with the Office of the Solicitor, 755 Pearl St. Suite 151, Lakewood, CO. 80215.

Within 30 days of filing the *Notice of Appeal* a complete statement of the reasons why you are appealing must be filed with the United States Department of the Interior, Office of the Secretary, Board of Land Appeals, 4015 Wilson Blvd., Arlington Virginia 22203. No additional statement is needed, if you fully stated reasons for appealing the decision when filing the *Notice of Appeal*. A copy of the statement of reasons must also be filed with the Office of the Solicitor at the above address. Additional information about filing for an appeal can be found within Form 1842-1 (attached).

Request for Stay:

If you wish to file a petition (pursuant to regulation 43 CFR 4.21) (request) for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your *Notice of Appeal*. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the *Notice of Appeal* and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of irreparable harm to the appellant or resources if the stay is not granted and whether the public interest favors granting the stay.

Contact Person:

For additional information concerning this decision, contact:

John Smeins
Hydrologist
Royal Gorge Field Office
3170 East Main
Cañon City, CO 81212
(719) 269-8581

Task Order No.

Comment: Assign Forest
Number Sequential Number, i.e. 15-01

For
Cooperative Agreement No. 1422 CAA010010
Between
Bureau of Land Management, Royal Gorge Field Office
And
Colorado State Forest Service

Date Prepared: 12-13-04

BLM Office: Royal Gorge Field Office

CSFS District: Boulder

Project Title: Boulder County BLM Fuels Reduction

CSFS Area: Left Fork & Escape Route Fuel Breaks, Gold Run Project

County: Boulder **Prepared By:** John Smeins (BLM) & Bob Bundy (CSFS)

Adjacent Communities: Sugarloaf, Logan Mill, and Gold Hill

Legal Description: R72W, T1N Sections 12, 13, 24 & R71W, T1N Sections 5-9, 15, 17-19, 21 and 22

Telephone & Contact Information:

Bob Bundy, CSFS – Boulder District – (303) 823-5774

John Smeins, BLM – Royal Gorge Field Office – (719) 269-8581

Multiple landowner addresses and phone numbers available; contact Bob Bundy, Colorado State Forest Service, for a complete list.

A. Project Description:

1. Rationale for recommended management treatments. (Describe project and reasons that working project cross boundary from private land onto BLM lands makes sense)

The Colorado State Forest Service contacted the BLM in the fall of 2003 proposing the construction of fuelbreaks and hazardous fuels reduction that would coincide with work that they were planning on private lands and the U.S. Forest Service is doing on their lands. The project area is within the Wildland-Urban Interface and contains numerous residences, as well as an extremely dense forest. Work is already taking place on both Forest Service and private lands. These lands are in a Fire Regime III and the Condition Class is currently estimated to be a 3. Congress has recently directed the Bureau of Land Management to reduce wildfire hazards in areas where fuels have accumulated to hazardous levels and threaten private property. In the 2004 Interior Appropriations Bill, funding was provided to the Bureau of Land Management to help reduce wildfire hazards in these types of situations.

★ change header spacing/format

★
2. Long-term benefits. (Describe benefit management from a future prospective)

Long-term benefits from this project include increased fire, disease and insect resistance in the treatment area; increased health and vigor in the leave trees; increased protection to the neighboring subdivisions from wildfire; decreased danger from fuel loading and an over-stocked forest; decreased risk of tree mortality from insect and disease infestations; increased structure defensibility.

3. Project Implementation. (Describe how project will be planned, layout and implemented including BLM NEPA and decision. Also address the contracting process and any planned prescribed fire work)

The CSFS will act as an agent of the BLM by accomplishing the initial groundwork for the project and administering the contract. The Boulder County Fuels Reduction Project has received a Categorical Exclusion (CE). The prescription is being developed by Bob Bundy of the CSFS from input provided by professionals assembled from the CSFS, Boulder County Land Use Department, and BLM staff as well as taking concerns of the local public into account. The CSFS is preparing the treatment area for the contractor by utilizing CSFS and Boulder County Land Use Department employees to mark the treatment boundaries in orange, and the trees to be cut in blue. The treatment area will be measured using GIS/GPS systems to determine total acreage. The BLM will reimburse the CSFS to a maximum amount of \$29,000. At least 20 acres are to be treated in order to receive the reimbursement. The maximum average amount available per acre is \$1,450.

The work will be accomplished primarily by a private contractor. Once the prescription, layout and contract are complete, the CSFS will advertise and award the contract. The contractor will be chosen based upon overall bid for treatment as well as the tools and methods they would use. In the contract, it will state that they will follow the cutting guide prescription, markings, and specifications for disposal of wood as written in the Scope of Work (Exhibit A). The contractor's work must meet the specifications required in Exhibit A to the Intergovernmental Services Contract, or they will not receive payment. The contract administrator from the CSFS will walk the site to assess progress upon receipt of each invoice from the contractor. A copy of the proposed contract, including Exhibits A (Scope of Work), B (Payment Schedule) and C (Site Map) is attached. To lower the overall treatment cost per acre, the CSFS will take advantage of a Youth Corps crew and local volunteers to complete a portion of the project. Work done by the Youth Corps crew will be set up as a standard contractor. Work done by local landowners and volunteers will be set up with a single-use permit. The CSFS contract administrator will ensure that all work is done to prescription.

Comment: Include how the project will be accomplished, site location, contracts to be awarded, boundaries flagged, trees marked, timber cruised, volumes calculated, forms and permits completed, inspections, etc.

firewood or free use permit

B. Project Timeline: (Timeline is from the time the project concept is approved and sets planned dates to complete major phases of project)

1. Planning of project on State or Private and National Forest Systems lands.
 - o Completed
2. NEPA Process and projected date of decision.
 - o Completed
3. Prescriptions and layout on all lands.

o In progress

4. Contract Preparation and Award.

o In progress

5. Contract Advertisement and Award.

o Contract advertisement and award will occur when this Task Order, the prescription, the layout, and the contract are completed and approved.

6. Contract Administration.

o Contract administration will continue from time of award through termination date of September 30, 2005.

C. Required Forms: A Standard Form 424, Standard Form 424A and Standard Form 424B, Non-Construction Programs, shall be completed for each task order. See your local BLM or CSFS grant coordinator for forms. All terms and conditions of Cooperative Agreement No. 1422 CAA010010 are hereby incorporated by reference.

BLM Contact for Project:

John Smeins
Hydrologist
Royal Gorge Field Office
3170 East Main
Cañon City, CO 81212
(719) 269-8581

CSFS Contact for Project:

Bob Bundy
Front Range Fuels Treatment Partnership
Colorado State Forest Service
5625 Ute Highway
Longmont, CO 80503
(303) 823-5774

APPROVED BY: _____
District Forester Date

APPROVED BY: _____
BLM Line Officer Date

APPROVED BY _____
State Forester Date

937,910,912,930, COS & FOS

United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Washington, DC 20240

<http://www.blm.gov>

March 31, 2005

In Reply Refer To:

9210 (FA640)I

EMS TRANSMISSION: 04/05/05

Instruction Memorandum IM 2005-119

Expires: 09/30/06

To: State Directors

From: Director

Subject: Use of Federal Funds to Mitigate Wildfire Risks to Communities

Program Areas: Wildland Urban Interface (2824)

Purpose: This **Instruction Memorandum** (IM) provides guidance on the use of federal funds for the mitigation of risks from wildfire to communities.

Policy/Action: Federal funds may be used to mitigate wildfire risks to communities on non-federal lands within or adjacent to federal lands. As authorized by the *Interior and Related Agencies Appropriation Act of 2001, Public Law 106-291*, the Bureau may "enter into procurement contracts, grants, or cooperative agreements for hazardous fuels reduction activities on federal land or on adjacent non-federal land for activities that benefit resources on federal lands." Annual Work Plans provide specific fiscal year guidance for these activities.

The Bureau's Wildland Urban Interface (WUI) projects include a suite of activities that reduce hazardous fuels, increase community awareness and involvement in risk mitigation, and foster productive, long-term collaborative mitigation strategies and partnerships. In addition to hazardous fuels modification activities, applicable WUI project activities include public meetings and educational forums such as Firewise workshops; technical project implementation assistance; preparation of contracts and agreements; compliance activities including National Environmental Policy Act (NEPA), section 106 clearances; biomass utilization opportunities; stewardship contracting and Endangered Species Act (ESA) Section 7 consultation.

Bureau personnel may provide technical expertise to local planning efforts, as indicated, and work actively to further local collaborative efforts to mitigate risks to communities through the planning process. The Community Wildfire Protection Plan (CWPP), as outlined in *Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities*

(NASF et al., 2004) is the recognized format for assessment and prioritization of projects needed to enhance a community's protection from wildland fire. Accordingly, communities with completed CWPPs will receive preferred consideration for federal funding assistance, consistent with language contained within the Healthy Forest Restoration Act of 2003.

To meet designation as a valid and reportable Will treatment project, the sum of the activities must clearly contribute to a measurable reduction of hazardous fuel levels, the potential for extreme fire behavior, and the overall level of wildfire-related risk to people and communities in the wildland-urban interface.

ELM-funded WUI projects will focus on communities within the vicinity of BLM-managed lands where these lands contribute to the risk of wildland fire. Communities must be designated as "at risk" as designated by state collaborative efforts. Priorities for WUI projects on non-federal lands, relative to projects on federal lands, will be established with appropriate consideration for local concerns, including prioritization articulated in CWPPs. Funding will be focused on highest priority mitigation activities, as determined by a collaborative process, regardless of federal or non-federal ownership status. Particular attention should focus on those areas with risk of fire spreading from BLM lands to private holdings, or vice versa. Additionally, priority consideration should be given to projects of mutual benefit to the ELM and to the community or property owner. Non-federal entities must be vested in local efforts, either through means of direct funding or through contribution of in-kind services.

Concerns and questions regarding appropriate prioritization and use of 2824 funds were discussed by staff at recent Bureau meetings. It is hoped this memorandum will clarify these issues and alleviate any misperceptions. The goal of sub-activity 2824!WUI is to mitigate wildland fire risks to people and their communities through development and implementation of efficient and effective programs. Bureau personnel are expected to effectively coordinate and collaborate both internally and externally to realize this goal.

Timeframe: Effective immediately

Budget Impact: Minimal budget impact is expected. This IM provides guidance on the permissible uses of existing 2824 funds.

Background: *The 10-Year Comprehensive Strategy* directs the Secretaries of the Interior and Agriculture to promote community assistance and "where appropriate, stimulate local capacity to accomplish fuels reduction and rehabilitation work." Authority to support WUI project activities on non-federal lands is derived from the Federal Land Policy and Management Act (43 U.S.C. § 1701-52), the FY 2001 Interior and Related Agencies Appropriations Act (P.L. 106-291), the Omnibus Consolidated Emergency Supplemental Appropriations Act, 1999, P.L. 105-277 (Wyden Amendment), and the Healthy Forest Restoration Act of 2003.

Manual/Handbook Sections Affected: The draft Departmental Manual Fuels Management and Wildland-Urban Interface Community Assistance (620 DM 4) is currently under departmental review. This IM provides interim program guidance pending final policy approval.

Coordination: This IM was coordinated with Office of Fire and Aviation, FA-600; and the Office of Wildland Fire Coordination; Renewable Resources and Planning, WO-200, and Budget and Finance, WO-800.

Contact: Additional questions should be directed to Planning and Resources staff: AI Murphy, Chief, Community Protection and Assistance, 208-387-5169, or Roy Johnson, Chief, Fuels Management 208-387-5163.

Signed by: **Jim Hughes**
Deputy Director, Bureau of Land
Management

Authenticated by: Glenda Barnes
WO-560, Policy and Records Group

Bob Bundy

- Front Range Fuels Treatment Partnership
- Denver Water Vegetation Management
- Upper South Platte Watershed Restoration Project
- Wildfire Hazard Mitigation

**Colorado
State**
FOREST
SERVICE

MEMORANDUM

DATE: 3/29/2005

TO: All Districts, Joe Duda and Tom Ostermann, FRFTP Foresters

FROM: Chuck Dennis

SUBJECT: Good Neighbor Information

Enclosed is a set of information about the Good Neighbor authorities which were renewed in the last Federal Appropriations Language. Included are background information, copies of the legislative language, the current Good Neighbor Master Agreement, a blank copy of the Task Order, a blank Modification to Task Order and Operating Procedures. A CD is included with electronic versions of the various documents. When the agreement with the Bureau of Land Management is completed, I will send out additional information to add to this booklet.

I encourage you to make copies of this and share with your USFS partners. Additional training programs are being planned with a focus on getting more attendance from the USFS than occurred during the first session.

Should you have questions about the Good Neighbor Agreement or these forms, please let me know.



**The Good Neighbor
Cooperative Agreement
2005-2009**

between

**C S F S
USDA Forest Service
and
Bureau of Land Management**

OPERATING PROCEDURES
FOR
COOPERATIVE AGREEMENT NO. 01-CA-11020000-044
BETWEEN
USDA FOREST SERVICE, ROCKY MOUNTAIN REGION
AND
COLORADO STATE FOREST SERVICE (CSFS)

A. Identifying Projects

1. When landowners request CSFS assistance with vegetative treatment on their lands adjacent to National Forest System lands, the District Ranger FS and the District Forester CSFS will meet to discuss project opportunities to be operated under this CA.
2. Any request for vegetative treatment by a landowner to the Forest Service will be referred to the proper District Forester (CSFS) for project planning.
3. Proposed Forest Service projects which are adjacent to private or state lands, especially in the wildland interface, will be discussed with CSFS so that adjacent private landowners may be included in cross boundary project design. The potential to use the Good Neighbor Agreement will then be determined.
4. Each proposed project should be evaluated for the potential for larger landscape scale management involving vegetative treatment across possible multiple ownerships. The potential for use of the Good Neighbor Agreement in a landscape scale project can then be determined.

B. Annual Operating Plan and Project design

1. The District Ranger (FS) and District Forester (CSFS) will meet annually to jointly develop and approve an Annual Operating Plan (AOP) for the coming federal Fiscal Year. The AOP will include all CA projects for the FS district. The plan can be amended as new projects are identified. A copy of the plan shall be sent to the Forest Supervisor and to the CSFS State Office and appropriate CSFS Area Forester.
2. Each project identified in the plan will include the rationale for the treatment and the long-term benefits for the area. The recommended management practices will be identified for state and private lands. CSFS may use Defensible Space guidelines (Fact Sheet 6.302) and "Fuelbreak Guidelines for Forested Subdivisions" as a general prescription for Defensible Space and fuelbreak projects. The National Forest System lands management prescriptions will be based upon USFS Forest Plans. This will all be identified as a part of overall project design.

Attachment B
Good Neighbor Cooperative Agreement
FS # 01-CA-11020000-044

3. A timeline for project implementation will include the necessary steps to complete the project. It will identify NEPA and its target date to be completed by the Forest Service.
4. A Task Order will be completed for each project. See Attachment A to the CA. The CSFS will include an estimate of costs by federal fiscal year. Actual costs of the work performed by CSFS will be submitted to the Forest Service quarterly for reimbursement. The following should be considered in developing the project cost estimate: (1) CSFS direct labor, (2) supplies (not equipment purchases), (3) equipment use, (4) contract costs, (5) indirect costs, and (6) other.

C. Project Preparation

1. The design of the project will reflect that similar and complimentary watershed restoration and protection activities on state and private lands will be extended to adjacent National Forest System lands. The services to be performed by CSFS on National Forest System lands can include treatment of insect infested trees, reduction of hazardous fuels, and other activities to restore or improve watersheds and/ or fish and wildlife habitat.
2. The CA authorizes the CSFS to act as Agents for the Forest Service for the planning, layout (marking or designation of trees for removal, or areas to be treated,) volume determination, appraisal, contract development and administration or other field work necessary to complete the project on National Forest System lands.
3. The CSFS acting as agents of the FS will coordinate with the District Ranger in implementing the NEPA decision on National Forest System lands. Any mitigation for environmental concerns identified in the NEPA decision will be incorporated into the State Contract when operating on National Forest System lands.
4. Project field layout will be similar to CSFS standards. Trees to be removed from National Forest System lands will either be MARKED* or otherwise designated for removal, cruised for volume determination, or be within areas delineated on the ground for treatment. All timber volumes or acres treated on National Forest System lands will be tracked separate from the state or private lands within the project.

Cruise trees to be removed from National Forest System lands to determine:

- a. Number to be removed
- b. Average DBH
- c. Average merchantable height
- d. Volume (CF)

Complete field forms or reports as requested by the local Forest Service District Office.

D. Contracts or Permits For Services or For The Sale of Timber

1. Use CSFS formats for preparation of permits or contracts as appropriate for the project. The volume/value of timber to be sold or acres treated will be tracked separately by state, private and National Forest. Normally within the project area, National Forest System lands will be setup as separate payment units, so that payments and special requirements can be more easily administered.
2. If there is value in the timber to be removed from National Forest System lands, the CSFS will attempt to sell the timber at the National Forest's standard rate or appropriate fair market appraisal, but not less than then the minimum rates. The CSFS will obtain updated appraisal information from the FS District Ranger's Office.
3. The CSFS will coordinate with the Forest Service prior to advertisement and award of service contracts on National Forest System lands to ensure that adequate funds are available in the event that bids exceed estimates planned in the AOP.
4. Any Forest Service provision for paint branding for timber removed from the sale of timber on National Forest System lands will be included in the contract for the specific payment unit.

E. Project Administration

1. CSFS will administer the project involving all lands. They will keep the District Ranger informed and provide reports to the Forest Service during the operation of the project. A final inspection will be conducted upon completion of the work.
2. All timber receipts collected from harvest from National Forest System lands will be deposited into a CSFS account and will be dispersed quarterly to the Forest Service District Office.
3. CSFS will invoice FS for reimbursement for project expenditures quarterly.

CSFS and FS will meet periodically to evaluate project expenditures against the AOP project estimates.

4. Small projects involving only a private landowner and the Forest Service may utilize standard tree marking paint. Larger scale projects involving multiple landowners and the sale of timber to a contractor must have trees marked with Forest Service supplied tracer marking paint. CSFS will maintain appropriate accountability for this paint as directed by the Forest Service District Office.

Agreement

424 Betty Eckert of Sponsed Prog did it

Kathy Fraser

Cost breakdown for 817 @ \$30 hour

THE GOOD NEIGHBOR
COOPERATIVE AGREEMENT
between
USDA FOREST SERVICE
ROCKY MOUNTAIN REGION
and the
COLORADO STATE FOREST SERVICE

Comment: Page: 1
Cooperator's Name

This **COOPERATIVE AGREEMENT** is hereby entered into by and between the USDA Forest Service, Rocky Mountain Region, hereinafter referred to as the Forest Service, and the Colorado State Forest Service, hereinafter referred to as the CSFS, under the provisions of the Fiscal Year 2001 Interior and Related Agencies Appropriation Act, Title III, Section 331, Federal and State Cooperative Watershed Restoration and Protection in Colorado, (the "Act").

Comment: Region/Forest Name

Comment: Page: 1
Cooperator's Name

Formatted

A. **PURPOSE:** The purpose of this Cooperative Agreement is to authorize the Forest Service to have the CSFS perform watershed restoration and protection services on National Forest System (NFS) lands in the State of Colorado when similar and complementary watershed restoration and protection services are being conducted by the CSFS on adjacent state or private lands. The types of services that may be extended to NFS lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries. Upon signature of this agreement, Memorandum of Understanding, Forest Service No. 1102-0005-98-010, dated March 6, 1998 between the USDA Forest Service, Rocky Mountain Region and the CSFS shall be terminated.

Comment: Page: 1
(Explanation about what parties are going to do, i.e., build, install, replace)

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** The State of Colorado's forested watersheds have in recent years undergone periodic insect and disease attacks of epidemic proportions. At the same time, wildfires are increasing in size, intensity and frequency. The basic causes of these incidents can be traced to the condition and health of the State's forests which are characterized by large, unbroken areas of densely stocked, suppressed and weakened trees, with abundant ground and ladder fuels. These conditions are not natural within Colorado's forested watersheds.

Comment: Page: 1
(FS benefits and interest; partner's benefits and interest, and mutual benefit and interest)

Formatted

These forest conditions have developed due to a complicated mixture of past mandated management and grazing strategies and practices, effective fire suppression, social attitudes that have limited or precluded timber harvest and/or the use of prescribed fire, loss of forest industry, increasingly stringent air regulations that limit the use of prescribed fire, agency policies and regulations.

Formatted

The rapid urbanization of Colorado's forested land, especially along the Front Range, has also contributed to this problem. Development often creates conditions that may actually increase the hazards and risks of insects, disease and fires. In these urbanized forests there is an increasing demand that something be done. Allowing natural processes within these forested watersheds to begin operating at full scale is not an option.

To begin restoring and protecting Colorado's watersheds, the U.S. Congress passed legislation which authorizes the Forest Service to have the CSFS perform watershed restoration and protection services on NFS lands in the State of Colorado when similar and complementary services are being performed on adjacent state or private lands. This cross boundary management fits with the implementation of the National Fire Plan (NFP) and is reflected in this agreement.

Following are some of the benefits that will accrue by the implementation of this agreement:

An impediment to cross boundary private/NFS land watershed restoration activities can be removed, resulting in more on-the-ground restoration and protection accomplishment.

The Forest Service and CSFS will demonstrate cooperation while promoting the "Good Neighbor Concept", an identified objective of both the NFP and the CSFS/Forest Service Red Zone Communication Plan.

This type of cooperation across boundaries is much more efficient in use of tax dollars and agency time. It will be a one-stop-shopping concept that will prove less frustrating to cooperating landowners.

NFS, State, and private lands will be at less risk and more defensible from catastrophic events. Fuel breaks, defensible space and other fuel treatments can provide a defensive position to attack fires moving from the forest toward home sites or to attack fires moving from the development toward forested lands.

Formatted

C. FOREST SERVICE SHALL:

1. Meet with the CSFS (District Foresters) on an annual basis to identify restoration and protection services to be performed cooperatively between the parties for that fiscal year. An Annual Operating Plan (AOP) will be developed that lists the projects to be completed. A task order will be developed for each project in accordance with Attachment A, Task Order. Task Orders shall be signed by authorized officials and a copy sent to the Forest Supervisor, Regional G&A Coordinator in the Forest Service Regional Office, and to the CSFS State Office.

Comment: Page: 1
Fully describe all work, tasks, studies, reports, funding, reimbursements, collections, inspections, consultations, and cooperation the FS will perform.

2. Provide to CSFS the current product rates and product accountability requirements to be applied to any forest product removed from NFS lands under this agreement.
3. Complete the appropriate NEPA analysis and approvals as necessary to allow the implementation of activities agreed to in the AOP and individual Task Orders.
4. Refer requests for watershed restoration activities on private lands adjoining NFS lands within agreed upon project areas, to the appropriate local CSFS District Office for coordination.
5. Remit to CSFS amounts due for work completed under negotiated Task Orders. Such amounts shall be based on invoices submitted by CSFS with quarterly reports.

D. CSFS SHALL:

1. In accordance with Section 331(b) of the Act, provide all services necessary to facilitate the performance of watershed restoration and protection services as agreed to in the AOP. The State Forester of Colorado shall serve as the agent for the Forest Service in providing these services on NFS land.
2. Follow the Standard Operating Procedures as outlined in Attachment B.
3. Meet with Forest Supervisors and District Rangers to keep them informed of progress of projects and/or to provide input into the NEPA process as requested by Forest Service. CSFS District Foresters will provide written summaries on a quarterly basis on each project's work accomplishment.
4. Submit copies of their quarterly reports to the Forest Service Districts where projects are occurring. These reports will display CSFS' actual expenditures to date. The report will include payment for, and a full accounting of, moneys received by CSFS on behalf of the Forest Service for timber sales or permits issued for the removal of forest products from NFS land. The report will be sent to the Forest Supervisor and CSFS State Office.

Comment: Page: 1
Cooperator or Cooperator's Name.

Comment: Page: 1
Fully describe all work, tasks, studies, funding reimbursements, collections, inspections, consultations and cooperation the partner will perform)

D.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The services to be performed by the CSFS may be conducted with subcontracts utilizing State contract procedures. Subsections (d) and (g) of section 14 of the National Forest Management Act of 1976 (16 U.S.C. 472a) shall not apply to services performed under a cooperative agreement or contract under Section 331(a) of the Act.
2. With respect to any watershed restoration and protection services on NFS lands proposed for performance by the CSFS under Section 331(a) of the Act, any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) may not be delegated to the State Forester of Colorado or any other officer or employee of the CSFS.
3. This is an award of Federal Financial Assistance and as such is subject to the Office of Management and Budget OMB Circular A-102 as implemented by USDA regulations 7 CFR 3016, 7 CFR 3015, OMB Circular 87 and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3052. The OMB Circulars are available on the internet at www.whitehouse.gov/OMB/grants. Electronic copies of the CFR's can be obtained at the following internet site: www.access.gpo.gov/nara/cfr. If you are unable to retrieve these regulations electronically, please contact our Acquisition Management Staff, Grants and Agreements Office at 703-605-4870.
4. **FINANCIAL STATUS AND CASH REPORTING.** A Financial Status Report, Form SF-269A, or SF-269, shall be submitted quarterly. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.
5. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this Cooperative Agreement is not available for reimbursement of recipient purchase of equipment.
6. **MODIFICATION.** Modifications within the scope of the Cooperative Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.

Comment: Select and use the appropriate OMB Administrative Requirements;

OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments (Note Indian tribal governments are also covered by A-102) or OMB Circular A-110, Uniform Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

Comment: Select and use the appropriated USDA, Code of Federal Regulation that matches the OMB Circular: 7 CFR 3016 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments or 7 CFR 3019 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

Comment: 7 CFR 3015: Uniform Federal Assistance Regulations

Comment: For the type of recipient select and use the appropriate OMB Cost Principles Circular: Circular A-87, Cost Principles for State, Local, and Indian Tribal Government; or Circular A-122, Cost Principles for Non-Profit Organizations; or ... [1]

Comment: Circular A-133: Audits of States, Local Governments and Non-Profit Organizations

Comment: 7 CFR 3052: Audits of States, Local Governments and Non-Profit Organizations

Comment: This is mandatory. Refer to 7 CFR 3016.41 or 7 CFR 3019.52 for Form SF-272 requirements to determine the appropriate statu ... [2]

Comment: Submit a SF-269A when program income is not involved.

Comment: Submit a SF-269 when program income is involved.

Comment: Select and insert the appropriate one (quarterly, semi-annually, annually).

Comment: When no equipment is approved for purchase, this is mandatory. Include "Supplies" where applicable.

Comment: Include supplies if applicable, if not delete "and supplies".

Comment: This is MANDATORY.

7. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature. No part of this Cooperative Agreement shall entitle the CSFS to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

Comment: When improvements result from a project on National Forest System lands, this is mandatory.

8. **COMMENCEMENT/EXPIRATION DATE.** This Cooperative Agreement is executed as of the date of last signature and is effective through September 30, 2004, at which time it will expire unless extended.

Comment: This is MANDATORY.

Comment: Insert the expiration date no greater than 5 years.

9. **PRINCIPAL CONTACTS.** The principal contacts for this Cooperative Agreement are:

Comment: This may be changed to accommodate the citing of each party's technical and business representatives if necessary; however, this is mandatory.

Bruce Short
USDA Forest Service
Rocky Mountain Region
P.O. Box 25127
Lakewood, CO 80225
(303) 275-5074 (Voice)
(303) 275-5075 (Fax)
Email Address: bshort@fs.fed.us

David Hessel
Colorado State Forest Service
9769 W. 119th Dr.
Suite 12
Broomfield, CO 80021
(303) 635-1597 (Voice)
(303) 465-9048 (Fax)
Email Address: dhessel@lamar.colostate.edu

10. **ELECTRONIC FUNDS TRANSFER.** CSFS shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

Comment: Unless the recipient/cooperator is already using EFT, this is MANDATORY. If changes occur to the phone numbers or the World Wide Web address, make those changes accordingly.

a. The payment recipient/cooperator does not have an account at a financial institution.

b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.

c. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you

may begin to receive payment by electronic funds transfer directly into your account.

11. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this Cooperative Agreement. Only costs for those project activities approved in (1) Task Orders, or (2) modifications thereto, are allowable. Requests for payment shall be submitted quarterly on Standard Form 270 (SF-270), Request for Advance or Reimbursement.

Comment: Where cost reimbursable payments are required this is mandatory.

12. **INDIRECT COSTS AND TUITION REMISSION.** In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.

Comment: This is MANDATORY.

13. **PROGRAM PERFORMANCE REPORTS.** The final performance report shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.

Comment: Where performance reports are required, this is mandatory. Additional language may be added which outlines specific report requirements.

14. **PROGRAM INCOME.** If any program income is generated as a result of this Cooperative Agreement, the income shall be applied using the alternative as described in 7 CFR 3016.25 and 3019.24.

Comment: When program income is anticipated, this is mandatory, reference 7 CFR 3019.24(d) for research agreements.

15. Each party to this Cooperative Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Cooperative Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq, or of the right of the United States to fully recoup any damages for any injury caused by CSFS, its employees, agents, contractors or other representative.

16. This Cooperative Agreement shall inure to the benefit of, and be binding upon, the parties and their representatives, successors and assigns. The foregoing notwithstanding, this Agreement is not intended, nor shall it be construed, as creating third-party beneficiary rights in any other business or person. Any benefit(s) to a third party arising out of this Agreement are understood to be incidental and not intended.

17. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

This award of federal financial assistance is effective as of the last date shown below.

/s/ J.E. Hubbard
JAMES E. HUBBARD
Colorado State Forester
Colorado State Forest Service

5/25/01
Date

Comment: Authorized Recipient/Cooperator Signatory, Title) - -

Comment: Organization Name, if applicable

Comment: Staff Name, if applicable)

/s/ David A. Heerwagen for
RICK D. CABLES
Regional Forester
USDA Forest Service, Rocky Mountain Region

5/29/01
Date

Comment: Authorized Forest Service Signatory, Title) - -

The authority and format of this instrument has been reviewed and approved for signature.

/s/ LuAnn Waida
FS Agreements Coordinator

5/29/01
Date

Comment: Region/Forest name

Comment: Staff Name, if applicable)

Enclosures

cc: Official Case File

FOR FOREST SERVICE USE ONLY

Grant or Cooperative Agreement #: 01-CA-11020000-044
Award Date:
Program or Project Name: Good Neighbor Agreement
Recipient Name: Colorado State Forest Service
Recipient ID #:
Job Code: Per Individual Task Order
Obligation Amount: Per Individual Task Order
Program Manager and Phone #: Bruce Short, 303-275-5074
Termination Date: September 30, 2004

For the type of recipient select and use the appropriate OMB Cost Principles Circular: Circular A-87, Cost Principles for State, Local, and Indian Tribal Government; or Circular A-122, Cost Principles for Non-Profit Organizations; or Circular A-21, Costs Principles for Educational Institutions

This is mandatory. Refer to 7 CFR 3016.41 or 7 CFR 3019.52 for Form SF-272 requirements to determine the appropriate status report. When the SF-272 is not used, delete that reference.

**The Good Neighbor
Cooperative Agreement
2005-2009**

between

C S F S

USDA Forest Service

and

Bureau of Land Management

The Colorado Good Neighbor Cooperative Program

Introduction

Beginning in early 1998, the USFS Region 2 State & Private Forestry and the Colorado State Forest Service (CSFS) began investigating ways that boundaryless management might be undertaken, particularly in wildland-urban interface areas. CSFS and the USFS agreed that such work should be undertaken only where local interest and support exists, and thus, would be driven largely by state, local and private projects. Because of this, it was further agreed that CSFS would generally take the lead in organizing and implementing projects.

CSFS and the USFS began by developing and signing a statewide Memorandum of Understanding (MOD) that defines how local projects and project areas will be identified and agreed upon. (MOU #1102-0005-98-010, March 6, 1998.)

Region 2 Timber and State and Private Forestry Staff agreed that it would be useful for CSFS foresters to serve as USFS agents for the purpose of implementing projects on USFS lands immediately adjacent to cooperating state, local and private lands. As agents for the Forest Service, CSFS would layout projects, designate trees for removal, sell and administer to project activities on NFS lands to compliment similar activities occurring on the neighboring lands. Because of the nature of these projects, the proposed program became popularly known as "*The Good Neighbor Project.*"

Several different types of contracts, agreements and other vehicles were explored as the best method to formalize and implement the Good Neighbor Project. Although many in the Region wanted this to aid on-the-ground implementation, the Regional Contracting Officer expressed concern that the authorities did not exist to allow this type of relationship between CSFS and the USFS,

In December 1998, CSFS met with USFS Washington Office Timber Contract Staff to explain the Good Neighbor Project and to get input on how it might be implemented. FS Staff felt that adequate authorities *did* exist, the proposal was enthusiastically received and details were quickly worked out. It was agreed that CSFS would develop a draft MOU for the project, Region 2 would request a clarification on the authorities question from the OGC, and that the Washington Office Staff would liaison with the OGC on this issue.

Unfortunately, upon closer review of the statutes by the OGC, they felt that the existing authorities *did not* exist that would allow the proposed CSFS/USFS agent relationship.

Considerable time, effort and expense had been expended developing the Good Neighbor Project. It was desired by both CSFS and USFS and had the support of the Regional and State Foresters. They agreed that it was desirable, necessary and could, in fact define how CSFS/USFS will do business in the interface in the future. It was believed that it will have application nationally as a way encourage and foster *locally-developed, locally-driven, collaborative forest stewardship projects across ownerships.*

A section was included in the 2000 Interior Appropriations Act that provided the authority for Colorado to undertake a pilot project to determine the usefulness and applicability of this

method of operating. These authorities allowed operations through September 30, 2004.

2000-2004 Operations

With the new authorities in place, a new agreement between the USFS and CSFS had to be developed. This was soon completed and as part of this effort, the existing MOU was terminated.

Training for USFS and CSFS foresters about the Good Neighbor Agreement and implementation procedures was provided around the state. Generally CSFS was well represented, but unfortunately USFS attendance was limited. This led to and has continued to create a lack of understanding on the part of many within the USFS on how this program can benefit land management activities.

However, in the CSFS Durango and Salida Districts, as well as within the Upper South Platte Project Area, numerous projects were developed and completed. Much was learned and the process has evolved over time. Timber sales, stewardship projects, forest thinning, prescribed burning and other activities have occurred. In spite of the problems encountered, it was felt that the Good Neighbor Program definitely has a place in the land management program "tool box" in Colorado.

2005 Forward

Efforts began early in 2004 to have the Good Neighbor authorities extended. In the 2005 Interior Appropriations Act language was included which extended the original project until September 30, 2009. Also included was authority to develop a similar agreement with the Bureau of Land Management.

Again, a new agreement was developed to allow implementation of future Good Neighbor projects. Based upon the original agreement, important modifications were made to incorporate some of the lessons learned and the procedures that had evolved during the original project. These documents follow:

1. The original authorizing language and the 2005 Extension
2. The Master Agreement
3. Task Order format
4. Modification format
5. CSFS Procedures
6. Electronic files of documents 2-5.

Training programs will be scheduled during 2005. With the development of the National Fire Plan and the Western Governors' 10-Year Strategy; the passage of the Healthy Forests Restoration Act (HFRA) and the call to develop Community Wildfire Protection Plans (CWPP), the value of and potential use of the Good Neighbor program has dramatically increased.

**2005 Appropriations Language
State of Colorado**

SEC. 336. Section 331 of the Department of the Interior and Related Agencies Appropriations Act, 2001 (Public Law 106-291; 114 Stat. 996), is amended—

(1) In subsection (a), by striking ``Until September 30, 2004, the" and inserting ``The"; and

(2) By adding at the end the following new subsections:

(d) INCLUSION OF COLORADO BLM LANDS.--The authority provided by this section shall also be available to the Secretary of the Interior with respect to public lands in the State of Colorado administered by the Secretary through the Bureau of Land Management.

(e) EXPIRATION OF AUTHORITY.--The authority of the Secretary of Agriculture and the Secretary of the Interior to enter into cooperative agreements and contracts under this section expires September 30, 2009, and the term of any cooperative agreement or contract entered into under this section shall not extend beyond that date.

F:\GMK\RES6\COLORADO.001

PROPOSED SECTION INTERIOR APPROPRIATIONS ACT

FEDERAL AND STATE COOPERATIVE WATERSHED
RESTORATION AND PROTECTION IN COLORADO

"SEC. ____ (a) AUTHORIZED COOPERATIVE ACTIVITIES.—The purpose of this section is to permit the Colorado State Forest Service to provide watershed restoration and protection services on National Forest System lands in the State of Colorado that are adjacent to State or private lands where similar and complimentary watershed restoration and protection services are being performed by the Colorado State Forest Service. The types of watershed restoration and protection services that, being performed on State or private lands, may be extended to National Forest System lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries.

"(b) USE OF STATE FOREST SERVICE.—Except as provided in subsection (c), the Secretary of Agriculture may request the State Forester of Colorado to serve as the agent for the Forest Service and to provide all services necessary to facilitate the performance by the Colorado State Forest Service of watershed restoration and

F:\GMK\RES6\COLORADO.001

2

protection services across ownership boundaries if the Secretary determines that (1) the services proposed for performance across ownership boundaries are similar, (2) the watershed restoration and protection objectives of the various owners involved are complimentary, and (3) it would be appropriate to utilize the Colorado State Forest Service. The Forest Service and Colorado State Forest Service shall coordinate their proposed watershed restoration and protection activities as early as possible in the fiscal year.

“(c) RETENTION OF NEPA RESPONSIBILITIES. -

With respect to any watershed restoration and protection services on National Forest System lands proposed for performance by the Colorado State Forest Service under this section, any decision required to be made under the National Environmental Policy Act of 1969 may not be delegated to the State Forester of Colorado or any other officer or employee of the Colorado State Forest Service.

“(d) IMPLEMENTATION OF SERVICES.—The watershed restoration and protection services to be performed by the Colorado State Forest Service under this section may be conducted with subcontracts utilizing State contract procedures. The Colorado State Forest Service, working with the Forest Service, shall implement the cross-boundary services through either a cooperative

F:\GMK\RES6\COLORADO.001

3

agreement or a service contract, whichever is determined to be the best instrument to accomplish the cross-boundary services. The Secretary shall compensate the Colorado State Forest Service for the watershed restoration and protection services on National Forest System lands performed for the Forest Service under this section.

**THE GOOD NEIGHBOR
COOPERATIVE AGREEMENT**

between

**USDA FOREST SERVICE
ROCKY MOUNTAIN REGION**

and

**THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM**, acting by and through **Colorado State University** for the benefit of the
Colorado State Forest Service, hereinafter referred to as CSFS.

This **COOPERATIVE AGREEMENT** is hereby entered into by and between the USDA Forest Service, Rocky Mountain Region, hereinafter referred to as the Forest Service, and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of the Colorado State Forest Service, hereinafter referred to as CSFS, under the provisions of the Fiscal Year 2001 Interior and Related Agencies Appropriation Act, Title III, Section 331, Federal and State Cooperative Watershed Restoration and Protection in Colorado (the "Act"), as amended by Fiscal Year 2005 Interior and Related Agencies Appropriation Act, Section 336.

- A. **PURPOSE:** The purpose of this Cooperative Agreement is to authorize the Forest Service to have the CSFS perform watershed restoration and protection services on National Forest System (NFS) lands in the State of Colorado when similar and complementary watershed restoration and protection services are being conducted by the CSFS on adjacent state or private lands. The types of services that may be extended to NFS lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries. This agreement supercedes Good Neighbor Cooperative Agreement # 01-CA-11020000-044.
- B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS:** The State of Colorado's forested watersheds have, in recent years, undergone periodic insect and disease attacks of epidemic proportions. At the same time, wildfires are increasing in size, intensity and frequency. The basic causes of these incidents can be traced to the condition and health of the State's forests which are characterized by large, unbroken areas of densely stocked, suppressed and weakened trees, with abundant ground and ladder fuels. These conditions are not natural within Colorado's forested watersheds.

These forest conditions have developed due to a complicated mixture of past mandated management and grazing strategies and practices, effective fire suppression, social attitudes that have limited or precluded timber harvest and/or the use of prescribed fire, loss of forest industry, increasingly stringent

air regulations that limit the use of prescribed fire, agency policies and regulations.

The rapid urbanization of Colorado's forested land, especially along the Front Range, has also contributed to this problem. Development often creates conditions that may actually increase the hazards and risks of insects, disease and fires. In these urbanized forests there is an increasing demand that something be done. Allowing natural processes within these forested watersheds to begin operating at full scale is not an option.

To begin restoring and protecting Colorado's watersheds, the U.S. Congress passed legislation which authorizes the Forest Service to have the CSFS perform watershed restoration and protection services on NFS lands in the State of Colorado when similar and complementary services are being performed on adjacent state or private lands. This cross boundary management fits with the implementation of the National Fire Plan (NFP) and is reflected in this agreement.

Following are some of the benefits that will accrue by the implementation of this agreement:

An impediment to cross boundary private/NFS land watershed restoration activities can be removed, resulting in more on-the-ground restoration and protection accomplishment.

The Forest Service and CSFS will demonstrate cooperation while promoting the "Good Neighbor Concept", an identified objective of both the NFP and the CSFS/Forest Service Red Zone Communication Plan.

This type of cooperation across boundaries is much more efficient in use of tax dollars and agency time. It will be a one-stop-shopping concept that will prove less frustrating to cooperating landowners.

NFS, State, and private lands will be at less risk and more defensible from catastrophic events. Fuel breaks, defensible space and other fuel treatments can provide a defensive position to attack fires moving from the forest toward home sites or to attack fires moving from the development toward forested lands.

C. FOREST SERVICE SHALL:

1. Meet with the CSFS (District Foresters) on an annual basis to identify restoration and protection services to be performed cooperatively between the parties for that fiscal year. An Annual Operating Plan (AOP) will be developed that lists the projects to be completed. A task order will be developed for each project in accordance with Attachment A, Task Order. Task Orders shall be developed collaboratively by the USFS District

Ranger and the CSFS District Forester and approved by authorized officials of both parties.

2. Provide to CSFS the current product rates and product accountability requirements to be applied to any forest product removed from NFS lands under this agreement.
3. Complete the appropriate NEPA analysis and approvals as necessary to allow the implementation of activities agreed to in the AOP and individual Task Orders.
4. Refer requests for watershed restoration activities on private lands adjoining NFS lands within agreed upon project areas, to the appropriate local CSFS District Office for coordination.
5. Remit to CSFS amounts due for work completed under negotiated Task Orders. Such amounts shall be based on monthly invoices, SF-270's, submitted to the USFS.

D. CSFS SHALL:

1. In accordance with Section 331(b) of the Act, as amended by the Fiscal year 2005 Interior and Related Agencies Appropriation Act, Section 336, provide all services necessary to facilitate the performance of watershed restoration and protection services as agreed to in the AOP. The State Forester of Colorado shall serve as the agent for the Forest Service in providing these services on NFS land.
2. Follow the Standard Operating Procedures as outlined in Attachment B.
3. Meet with Forest Supervisors and District Rangers to keep them informed of progress of projects and/or to provide input into the NEPA process as requested by Forest Service. CSFS District Foresters will provide written summaries on a quarterly basis on each project's work accomplishment.
4. Submit copies of their quarterly reports to the Forest Service Districts where projects are occurring. These reports will display CSFS' actual expenditures to date. The report will include payment for, and a full accounting of, moneys received by the Office of Sponsored Programs on behalf of the Forest Service for timber sales or permits issued for the removal of forest products from NFS land. These moneys are to be returned to the USFS on a quarterly basis.

E. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. The services to be performed by the CSFS may be conducted with subcontracts utilizing State contract procedures. Subsections (d) and (g) of section 14 of the National Forest Management Act of 1976 (16 U.S.C. 472a) shall not apply to services performed under a cooperative agreement or contract under Section 331(a) of the Act, as amended by Fiscal Year 2005 Interior and Related Agencies Appropriation Act, Section 336.
2. With respect to any watershed restoration and protection services on NFS lands proposed for performance by the CSFS under Section 331(a) of the Act, as amended by Fiscal Year 2005 Interior and Related Agencies Appropriation Act, Section 336, any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) may not be delegated to the State Forester of Colorado or any other officer or employee of the CSFS.
3. This is an award of Federal Financial Assistance and as such is subject to the Office of Management and Budget OMB Circular A-21, OMB Circular 110 and OMB Circular A-133 as implemented by USDA regulation 7 CFR 3015, 3017, 3018, 3019, 3052. The OMB Circulars are available on the internet at www.whitehouse.gov/OMB/grants. Electronic copies of the CFR's can be obtained at the following internet site: www.access.gpo.gov/nara/cfr. If you are unable to retrieve these regulations electronically, please contact our Acquisition Management Staff, Grants and Agreements Office at 703-605-4870.
4. **FINANCIAL STATUS AND CASH REPORTING.** A Financial Status Report, Form SF-269A, or SF-269, shall be submitted quarterly. The final Form SF-269A or SF-269 shall be submitted either with the final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.
5. **FUNDING EQUIPMENT AND SUPPLIES.** Federal funding under this Cooperative Agreement is not available for reimbursement of recipient purchase of equipment.
6. **MODIFICATION.** Modifications within the scope of the Cooperative Agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
7. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other

National Forest improvements of a similar nature. No part of this Cooperative Agreement shall entitle the CSFS to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

8. **COMMENCEMENT/EXPIRATION DATE.** This Cooperative Agreement is executed as of the date of last signature and is effective through September 30, 2009, at which time it will expire unless extended.

9. **PRINCIPAL CONTACTS.** The principal contacts for this Cooperative Agreement are:

Johnny Hodges
USDA Forest Service
Rocky Mountain Region
P.O. Box 25127

Lakewood, CO 80225
(303) 275-5003 (Voice)
(303) 275-5075 (Fax)

Email Address: jhodges@fs.fed.us

David Hessel
Colorado State Forest Service
9769 W. 119th Dr.
Suite 12

Broomfield, CO 80021
(303) 635-1597 (Voice)
(303) 465-9048 (Fax)

Email Address: dhessel@lamar.colostate.edu

10. **ELECTRONIC FUNDS TRANSFER.** CSFS shall designate a financial institution or an authorized payment agent through which a Federal payment may be made in accordance with U.S. Treasury Regulations, Money and Finance at 31 CFR 208, which requires that Federal payments are to be made by electronic funds transfer (EFT) to the maximum extent possible. A waiver may be requested and payment received by check by certifying in writing that one of the following situations apply:

- a. The payment recipient/cooperator does not have an account at a financial institution.
- b. EFT creates a financial hardship because direct deposit will cost the payment recipient more than receiving a check.
- c. The payment recipient/cooperator has a physical or mental disability, or a geographic, language, or literacy barrier.

To initiate receiving your payment(s) by electronic transfer, contact the National Finance Center (NFC) on the worldwide web at www.nfc.usda.gov, or call the NFC at 1-800-421-0323, or (504) 255-4647. Upon enrollment in the program you may begin to receive payment by electronic funds transfer directly into your account.

11. **REIMBURSABLE PAYMENTS.** Reimbursable payments are approved under this Cooperative Agreement. Only costs for those project activities approved in (1) Task Orders, or (2) modifications thereto, are allowable. Requests for payment shall be submitted quarterly on Standard Form 270 (SF-270), Request for Advance or Reimbursement.

12. **INDIRECT COSTS AND TUITION REMISSION.** In accordance with Title 7, U.S.C. 3319, indirect costs and tuition remission are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements.
13. **PROGRAM PERFORMANCE REPORTS.** The final performance report shall be submitted either with your final payment request, or no later than 90 days from the expiration date of the Cooperative Agreement.
14. **PROGRAM INCOME.** If any program income is generated as a result of this Cooperative Agreement, the income shall be applied using the alternative as described in 7 CFR 3016.25 and 3019.24.
15. Each party to this Cooperative Agreement shall be responsible to the fullest extent allowed by law for its own negligence and that of its employees, agents and servants. Nothing in this Cooperative Agreement shall be construed as a waiver of the provisions of the Colorado Governmental Immunity Act, C.R.S. sections 24-10-101, et seq, or of the right of the United States to fully recoup any damages for any injury caused by CSFS, its employees, agents, contractors or other representative.
16. This Cooperative Agreement shall inure to the benefit of, and be binding upon, the parties and their representatives, successors and assigns. The foregoing notwithstanding, this Agreement is not intended, nor shall it be construed, as creating third-party beneficiary rights in any other business or person. Any benefit(s) to a third party arising out of this Agreement are understood to be incidental and not intended.
17. Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.
18. **DUNS NUMBER (05/04).** CSFS shall furnish their DUNS number upon execution of this instrument. You may obtain a DUNS number by contacting Dun and Bradstreet at 800-234-3867 or 866-794-1580. A DUNS number will be provided immediately by telephone at no charge.
19. **AUTHORIZED REPRESENTATIVES.** By signature below, the cooperator certifies that the individuals listed in this instrument as representatives of the cooperator are authorized to act in their respective areas for matters related to this agreement.
20. **COMMENCEMENT/EXPIRATION DATE.** This instrument is executed as of the date of last signature below and is effective through September 30, 2009 at which time it will expire.

FS Agreement No. 05-CA-11020000-026
Cooperator Tax ID No. 846000545
Cooperator Agreement No. _____

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the last written date below.

COLORADO STATE FOREST SERVICE

USDA FOREST SERVICE
Rocky Mountain Region

/S/ Tom Wardle 2-22-05
BILL WILCOX DATE
Colorado State Forester

/S/ Richard Stem 2-14-05
RICK D. CABLES DATE
Regional Forester

BOARD OF GOVERNORS OF THE
COLORADO STATE UNIVERSITY
SYSTEM acting by and through
Colorado State University

/S/ Lyn Johnson 3/7/05 _____
LYN JOHNSON DATE DATE
Director, Sponsored Programs

The authority and format of this instrument
has been reviewed and approved for
signature.

/S/ LuAnn Waida 2/11/05
LuAnn Waida DATE
Forest Service G&A Specialist

**Task Order to Master Good Neighbor Cooperative Agreement
Between**

USDA Forest Service, Rocky Mountain Region

And

**The Board of Governors of the Colorado State University System, Acting by
and through Colorado State University for the benefit of the Colorado State
Forest Service, hereinafter referred to as CSFS**

Date Prepared: _____

National Forest: _____ **Ranger District:** _____

CSFS District/Office: _____

County: _____ **Prepared By:** _____

Adjacent Landowner Name: _____

Address: _____

Telephone & Contact Information: _____

A. Project Description:

1. Rationale for recommended management treatments.
2. Long-term benefits.
3. Project Implementation.

B. Project Timeline:

1. Planning of project on State or Private and National Forest Systems lands.

2. NEPA Process and projected date of decision.

3. Prescriptions and layout on all lands.

4. Contract Preparation and Award.

5. Contact Advertisement and Award.

* 6. Contract Administration.

C. **Required Forms (see attached):** A Standard Form 424, Standard Form 424A, and Standard Form 424B, Non-Construction Programs, shall be completed for each task order. Standard Form 270 shall be used for all requests for payment.

D. **Performance Reports:** CSFS shall submit a performance report with the final SF-270 or within 90 days of expiration of the task order.

E. **Principal Contacts:** The principal contacts for this Task Order are:

Forest Service Project Contact

Cooperator Project Contact

Phone:
FAX:
E-Mail:

Phone:
FAX:
E-Mail

Forest Service Administrative Contact

Cooperator Administrative Contact

Phone:
FAX:
E-Mail

Phone:
FAX:
E-Mail

F. **Availability of Funds:** Funds in the amount of \$ are currently available for performance of this task order through . The Forest Service's obligation for performance of this task order beyond this date is contingent upon the availability of appropriated funds

from which payment can be made. No legal liability on the part of the Forest Service for any payment may arise for performance under this task order beyond _____; until funds are made available to the Forest Service for performance and until the CSFS receives notice of availability by written modification by the Forest Service.

- G. Payment/Reimbursement:** The Forest Service shall reimburse the CSFS for the Forest Service's proportionate share, _____ percent of actual expenses incurred, not to exceed \$, reduced by program income, and other Federal and nonfederal cash contributions, as shown in the incorporated budget. The CSFS is approved to submit monthly or quarterly billing(s). The Forest Service will make payment for its proportionate share of project costs upon receipt of an SF-270. The SF-270 should be forwarded as follows:

Name _____
Forest Service Unit _____
Address _____
Phone Number _____

- H. Commencement/Expiration Date:** This Task Order is executed as of the last date of signature below and is effective through xxxxxxxx at which time it will expire unless extended.

- I.** All terms and conditions of Good Neighbor Cooperative Agreement No. 05-CA-11020000-026 are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this task order as of the last written date below.

Board of Governors of the Colorado State
University System acting by and through
Colorado State University

USDA FOREST SERVICE

LYN JOHNSON
Director, Sponsored Programs

DATE

Forest Supervisor

DATE

COLORADO STATE FOREST SERVICE

Colorado State Forester

DATE

Attachment A
Good Neighbor Cooperative Agreement
Master FS # 05-CA-11020000-026

Local Forest Agreement No.

The authority and format of this instrument has
been reviewed and approved for signature.

DATE

Forest Service G&A Specialist

FOR FOREST SERVICE USE ONLY

Agreement # Master # 05-CS-11020000-026 Forest Agreement #
Spending Limit for FY05:
Burden (overhead rate):
Job Code:
Billing Frequency (advance lump sum, monthly,
quarterly, semi-annual, annual):
Vendor ID (multiple partners?):
If Federal, Agency Location Code:
Program Manager and phone #:
Termination Date:

FS Agreement No. _____
Cooperator Tax ID No. _____
Cooperator Agreement No. _____

_____ Date

MODIFICATION No. _____

to

Task Order No. _____

for

Cooperative Agreement No. 05-CA-11020000-026

between

USDA FOREST SERVICE, Rocky Mountain Region,

_____ National Forest

and the

Colorado State University/Colorado State Forest Service

Project Name: _____

The purpose of this Modification is to:

Except as set forth above, all other terms and conditions of the agreement shall remain the same, unchanged, and in full force and effect.

THE PARTIES HERETO have executed this instrument as of the last date shown below.

Board of Governors of the Colorado State
University System acting by and through
Colorado State University

USDA FOREST SERVICE

National Forest

Lyn Johnson DATE
Director, Sponsored Programs

Forest Supervisor DATE

Colorado State Forest Service

DATE
Colorado State Forester

FS Agreement No. _____
Cooperator Tax ID No. _____
Cooperator Agreement No. _____

_____ Date

The authority and format of this instrument has been reviewed and approved for signature.

DATE

Agreements Coordinator

Job Code:

OPERATING PROCEDURES
for
COOPERATIVE AGREEMENT NO. 05-CA-11020000-026
between
USDA FOREST SERVICE, ROCKY MOUNTAIN REGION
and
THE BOARD OF GOVERNORS OF THE COLORADO STATE UNIVERSITY
SYSTEM, Acting by and through Colorado State University for the benefit of the
Colorado State Forest Service, hereinafter referred to as CSFS

A. Identifying Projects

1. When landowners request CSFS assistance with vegetative treatment on their lands adjacent to National Forest System lands, the District Ranger FS and the District Forester CSFS will meet to discuss project opportunities to be operated under this CA.
2. Any request for vegetative treatment by a landowner to the Forest Service will be referred to the proper District Forester (CSFS) for project planning.
3. Proposed Forest Service projects which are adjacent to private or state lands, especially in the wildland interface, will be discussed with CSFS so that adjacent private landowners may be included in cross boundary project design. The potential to use the Good Neighbor Agreement will then be determined.
4. Each proposed project should be evaluated for the potential for larger landscape scale management involving vegetative treatment across possible multiple ownerships. The potential for use of the Good Neighbor Agreement in a landscape scale project can then be determined.

B. Annual Operating Plan and Project Design

1. The District Ranger (FS) and District Forester (CSFS) will meet annually to jointly develop and approve an Annual Operating Plan (AOP) for the coming federal Fiscal Year. The AOP will include all CA projects for the FS district. The plan can be amended as new projects are identified. A copy of the plan shall be sent to the Forest Supervisor and to the CSFS State Office.
2. Each project identified in the plan will include the rationale for the treatment and the long-term benefits for the area. The recommended management practices will be identified for state and private lands. CSFS may use Defensible Space guidelines (Fact Sheet 6.302) and "Fuelbreak Guidelines for Forested

Attachment B
Good Neighbor Cooperative Agreement
FS # 05-CA-11020000-026

Subdivisions" as a general prescription for Defensible Space and fuelbreak projects. The National Forest System lands management prescriptions will be based upon USFS Forest Plans. This will all be identified as a part of overall project design. The Forest Service will determine if the project will be designated as a stewardship project to be implemented under a CSFS contract.

3. A timeline for project implementation will include the necessary steps to complete the project. It will identify NEPA and its target date to be completed by the Forest Service.
4. A Task Order will be completed for each project. See Attachment A to the CA. The CSFS will include an estimate of costs by federal fiscal year. Actual costs of the work performed by CSFS will be submitted to the Forest Service monthly for reimbursement. The following should be considered in developing the project cost estimate: (1) CSFS direct labor, (2) supplies (not equipment purchases), (3) equipment use, (4) contract costs, and (5) other.

C. Project Preparation

1. The design of the project will reflect that similar and complimentary watershed restoration and protection activities on state and private lands will be extended to adjacent National Forest System lands. The services to be performed by CSFS on National Forest System lands can include treatment of insect infested trees, reduction of hazardous fuels, and other activities to restore or improve watersheds and/ or fish and wildlife habitat.
2. The CA authorizes the CSFS to act as Agents for the Forest Service for the planning, layout (marking or designation of trees for removal, or areas to be treated,) volume determination, appraisal, contract development and administration or other field work necessary to complete the project on National Forest System lands. CSFS will coordinate with the Forest Service to designate a contract on NFS land as a stewardship project where the value of products can offset project costs.
3. The CSFS acting as agents of the FS will coordinate with the District Ranger in implementing the NEPA decision on National Forest System lands. Any mitigation for environmental concerns identified in the NEPA decision will be incorporated into the State Contract when operating on National Forest System lands.
4. Project field layout will be similar to CSFS standards. Trees to be removed from National Forest System lands will either be MARKED* or otherwise designated for removal, cruised for volume determination, or be within areas delineated on the ground for treatment. All timber volumes or acres treated on National Forest System lands will be tracked separate from the state or private lands within the project.

Cruise trees to be removed from National Forest System lands to determine:

- a. Number to be removed
- b. Average DBH
- c. Average merchantable height
- d. Volume (CF)

Complete field forms or reports as requested by the local Forest Service District Office.

D. Contracts or Permits For Services or For The Sale of Timber

1. Use CSFS formats for preparation of permits or contracts as appropriate for the project. The volume/value of timber to be sold or acres treated will be tracked separately by state, private and National Forest. Normally within the project area, National Forest System lands will be setup as separate payment units, so that payments and special requirements can be more easily administered.
2. If there is value in the timber to be removed from National Forest System lands, the CSFS will attempt to sell the timber at the National Forest's standard rate or appropriate fair market appraisal, but not less than then the minimum rates. The CSFS will obtain updated appraisal information from the FS District Ranger's Office.
3. The CSFS will coordinate with the Forest Service prior to advertisement and award of service contracts on National Forest System lands to ensure that adequate funds are available in the event that bids exceed estimates planned in the AOP.
4. Any Forest Service provision for paint branding for timber removed from the sale of timber on National Forest System lands will be included in the contract for the specific payment unit.

E. Project Administration

1. CSFS will administer the project involving all lands. They will keep the District Ranger informed and provide reports to the Forest Service during the operation of the project. A final inspection will be conducted upon completion of the work.
2. All timber receipts collected from harvest from National Forest System lands will be deposited into a CSFS account and will be dispersed quarterly to the Forest Service District Office.
3. CSFS will invoice FS for reimbursement for project expenditures quarterly. CSFS and FS will meet periodically to evaluate project expenditures against the AOP project estimates.

Attachment B
Good Neighbor Cooperative Agreement
FS # 05-CA-11020000-026

4. Small projects involving only a private landowner and the Forest Service may utilize standard tree marking paint. Larger scale projects involving multiple landowners and the sale of timber to a contractor must have trees marked with Forest Service supplied tracer marking paint. CSFS will maintain appropriate accountability for this paint as directed by the Forest Service District Office.

United States Department of the Interior
Bureau of Land Management

PAGE 1 OF 1 PAGES

**AMENDMENT OF REQUEST FOR
APPLICATION/MODIFICATION OF
ASSISTANCE AGREEMENT**

1. AMENDMENT/MODIFICATION NO.
M04

2. EFFECTIVE DATE
Upon Signature of GMO

3. REQUISITION NO.
R-0810057

4. ISSUED BY:
Bureau of Land Management
2850 Youngfield Street
Lakewood, CO 80215-7093

5. ADMINISTERED BY: (If other than Item 4.)

Same as block #4

6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP)
Colorado State University
Director of Sponsored Programs
601 South Howes
Fort Collins, CO 80523
970/491-1554

()

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

(X)

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.
1422 CAA050015

8B. DATED September 20, 2005

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

() The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications () is extended, () is not extended. Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning ___ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

This Modification M04, for Cooperative Agreement No. 1422 CAA050015, Phase I, Boulder County Fuels Reduction Partnership Project, is issued to add additional funding in the amount of \$20,000 and extend the completion date to September 30, 2009.

| | BLM | CSU |
|-------------------------------|-----------|-----------|
| Original Obligation 9/20/2005 | \$ 29,000 | \$ 6,670 |
| M01 | \$ 15,000 | \$ 3,450 |
| M03 | \$ 30,000 | \$ 6,900 |
| M04 | \$ 20,000 | \$ 4,600 |
| Total obligation | \$ 94,000 | \$ 21,620 |
| Share Ratio: | 81 % | 19 % |

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (If required) CO937-2824JT-EC81-411C \$20,000

12. IMPORTANT: Recipient () is not, (X) is required to sign this document and return 3 copies to the issuing office.

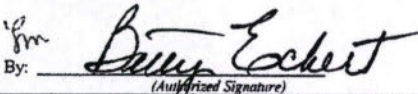
13A. NAME AND TITLE OF SIGNER (Type or print)

Director of Sponsored Programs

14A. NAME AND TITLE OF GRANTS MANAGEMENT OFFICER (Type or print)

Ruth Ann Raisanen, Grants Management Officer

13b. RECIPIENT/APPLICANT

By: 
(Authorized Signature)

13c. DATE SIGNED

8/27/08

14b. UNITED STATES OF AMERICA

By: _____
(Signature of Grants Management Officer)

14c. DATE SIGNED

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.
M03

2. EFFECTIVE DATE
September 11, 2007

3. REQUISITION NO.
NA

4. ISSUED BY:
Bureau of Land Management
2850 Youngfield Street
Lakewood, CO 80215-7093

5. ADMINISTERED BY: (If other than Item 4.)

Same as block #4

6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP)
Colorado State University
Director of Sponsored Programs
601 South Howes
Fort Collins, CO 80523
970/491-1554

()

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

(X)

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.
1422 CAA050015

8B. DATED September 20, 2006

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

() The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications () is extended, () is not extended.

Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning ___ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

This Modification M03, for Cooperative Agreement No. 1422 CAA050015, Phase I, Boulder County Fuels Reduction Partnership Project, is issued to add additional funding in the amount of \$30,000 and extend the completion date to September 30, 2008.

| | | |
|-----------------------------|----------------|----------------|
| | BLM | CSU |
| 9/10/05 Original Obligation | \$29,000 | 6,670 |
| M01 | 15,000 | 3,450 |
| M03 | 30,000 | 6,900 |
| Total Obligation | \$74,000 (81%) | \$17,020 (19%) |

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (If required) CO937-2824JT-EC81-411C \$30,000

12. IMPORTANT: Recipient () is not, (X) is required to sign this document and return 3 copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)
Lynn Johnson, Director of Sponsored Programs

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)
Ruth Ann Raisanen, Assistance Officer

13b. RECIPIENT/APPLICANT

13c. DATE SIGNED

14b. UNITED STATES OF AMERICA

14c. DATE SIGNED

By: 

(Authorized Signature)

9/11/07

By: _____

(Signature of Assistance Officer)

AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT

1. AMENDMENT/MODIFICATION NO.
M02

2. EFFECTIVE DATE
September 11, 2006

3. REQUISITION NO.
NA

4. ISSUED BY:
Bureau of Land Management
2850 Youngfield Street
Lakewood, CO 80215-7093

5. ADMINISTERED BY: (If other than Item 4.)

Same as block #4

6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP)
Colorado State University
Director of Sponsored Programs
601 South Howes
Fort Collins, CO 80523
970/491-1554

☐

7A. AMENDMENT OF REQUEST FOR APPLICATION NO.

7B. DATED

☒

8A. MODIFICATION OF ASSISTANCE AGREEMENT NO.
1422 CAA050015

8B. DATED September 20, 2006

9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION

☐ The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications ☐ is extended, ☐ is not extended.

Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:

a) By completing Items 6 and 13, and returning ___ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.

10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed)

THIS MODIFICATION M01, FOR COOPERATIVE AGREEMENT NO. 1422 CAA050015, PHASE I, BOULDER COUNTY FUELS REDUCTION PARTNERSHIP PROJECT, IS ISSUED FOR A NO COST EXTENSION TO SEPTEMBER 30, 2007.

Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect.

11. ACCOUNTING AND APPROPRIATION DATA (If required) NA

12. IMPORTANT: Recipient ☐ is not, ☒ is required to sign this document and return 3 copies to the issuing office.

13A. NAME AND TITLE OF SIGNER (Type or print)
Lynn Johnson, Director of Sponsored Programs

14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print)
Ruth Ann Raisanen, Assistance Officer

13b. RECIPIENT/APPLICANT

13c. DATE SIGNED

14b. UNITED STATES OF AMERICA

14c. DATE SIGNED

By: 

(Authorized Signature)

9/20/06

By: _____

(Signature of Assistance Officer)

53-2853

| Form 1511-2 (February 1989) | | United States Department of the Interior Bureau of Land Management | | | | | | | | | | | | | | | | | |
|---|---|--|---|--|-----|-----|--|-------------------------------|-----------|----------|--|-----|-----------|-------|-------|-------------------------|------------------|-----------------|---------------|
| <h2 style="margin: 0;">AMENDMENT OF REQUEST FOR APPLICATION/MODIFICATION OF ASSISTANCE AGREEMENT</h2> | | PAGE 1 OF 1 PAGES | | | | | | | | | | | | | | | | | |
| | | 1. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">M01</div> | | | | | | | | | | | | | | | | | |
| | | 2. EFFECTIVE DATE <div style="text-align: center;">August 18, 2006</div> | | | | | | | | | | | | | | | | | |
| | | 3. REQUISITION NO. <div style="text-align: center;">NA</div> | | | | | | | | | | | | | | | | | |
| 4. ISSUED BY: Bureau of Land Management 2850 Youngfield Street Lakewood, CO 80215-7093 | | 5. ADMINISTERED BY: (If other than Item 4.) <div style="text-align: center;">Same as block #4</div> | | | | | | | | | | | | | | | | | |
| 6. NAME AND ADDRESS OF RECIPIENT (No., street, county, state, and ZIP) Colorado State University Director of Sponsored Programs 601 South Howes Fort Collins, CO 80523 970/491-1554 | | <input type="checkbox"/> | 7A. AMENDMENT OF REQUEST FOR APPLICATION NO. 7B. DATED | | | | | | | | | | | | | | | | |
| | | <input checked="" type="checkbox"/> | 8A. MODIFICATION OF ASSISTANCE AGREEMENT NO. <div style="text-align: center;">1422 CAA050015</div> 8B. DATED <div style="text-align: center;">September 20, 2006</div> | | | | | | | | | | | | | | | | |
| 9. THIS ITEM APPLIES TO AMENDMENTS OF REQUEST FOR APPLICATION | | | | | | | | | | | | | | | | | | | |
| <p>() The above numbered Request is amended as set forth in Item 10. The hour and date specified for receipt of Applications () is extended, () is not extended. Applicants must acknowledge receipt of this amendment prior to the hour and date specified in the Request or as amended, by one of the following methods:</p> <p>a) By completing Items 6 and 13, and returning ___ copies of the amendment; b) By acknowledging receipt of this amendment of each copy of the Application submitted; or c) By separate letter or telegram which includes a reference to the Request for Application and amendment numbers. FAILURE OR YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF APPLICATIONS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR APPLICATION. If by virtue of this amendment you desire to change an application already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the Request for Application and this amendment, and is received prior to the hour and date specified.</p> | | | | | | | | | | | | | | | | | | | |
| 10. DESCRIPTION OF AMENDMENT/MODIFICATION (attach additional pages if needed) | | | | | | | | | | | | | | | | | | | |
| <p>THIS MODIFICATION M01, FOR COOPERATIVE AGREEMENT NO. 1422 CAA050015, PHASE I, BOULDER COUNTY FUELS REDUCTION PARTNERSHIP PROJECT, IS ISSUED TO PROVIDE ADDITIONAL FUNDING IN THE AMOUNT OF \$15,000</p> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;"></th> <th style="width:20%; text-align: center;">BLM</th> <th style="width:20%; text-align: center;">CSU</th> <th style="width:30%;"></th> </tr> </thead> <tbody> <tr> <td>Original Obligation 9/20/2005</td> <td style="text-align: right;">\$ 29,000</td> <td style="text-align: right;">\$ 6,670</td> <td></td> </tr> <tr> <td>M01</td> <td style="text-align: right;">\$ 15,000</td> <td style="text-align: right;">\$ 27</td> <td style="text-align: right;">3,450</td> </tr> <tr> <td>Total obligation</td> <td style="text-align: right;">\$ 44,000</td> <td style="text-align: right;">\$ 6,670</td> <td style="text-align: right;">10,120</td> </tr> </tbody> </table> <p>Share Ratio: $\frac{87}{81} \%$ $\frac{13}{19} \%$ <i>fs</i></p> | | | | | BLM | CSU | | Original Obligation 9/20/2005 | \$ 29,000 | \$ 6,670 | | M01 | \$ 15,000 | \$ 27 | 3,450 | Total obligation | \$ 44,000 | \$ 6,670 | 10,120 |
| | BLM | CSU | | | | | | | | | | | | | | | | | |
| Original Obligation 9/20/2005 | \$ 29,000 | \$ 6,670 | | | | | | | | | | | | | | | | | |
| M01 | \$ 15,000 | \$ 27 | 3,450 | | | | | | | | | | | | | | | | |
| Total obligation | \$ 44,000 | \$ 6,670 | 10,120 | | | | | | | | | | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 7A or 8A above, as heretofore changed, remain unchanged and in full force and effect. | | | | | | | | | | | | | | | | | | | |
| 11. ACCOUNTING AND APPROPRIATION DATA (If required) CO936-2824JT-411c-\$15,000 | | | | | | | | | | | | | | | | | | | |
| 12. IMPORTANT: Recipient () is not, (<input checked="" type="checkbox"/>) is required to sign this document and return <u>3</u> copies to the issuing office. | | | | | | | | | | | | | | | | | | | |
| 13A. NAME AND TITLE OF SIGNER (Type or print) Lynn Johnson, Director of Sponsored Programs | | 14A. NAME AND TITLE OF ASSISTANCE OFFICER (Type or print) Ruth Ann Raisanen, Assistance Officer | | | | | | | | | | | | | | | | | |
| 13b. RECIPIENT/APPLICANT By: <div style="text-align: center; font-size: small;">(Authorized Signature)</div> | 13C. DATE SIGNED <div style="text-align: center; font-size: large;">9/6/06</div> | 14b. UNITED STATES OF AMERICA By: _____ | 14c. DATE SIGNED <div style="text-align: center; font-size: small;">(Signature of Assistance Officer)</div> | | | | | | | | | | | | | | | | |

1. AGREEMENT NO.
1422 CAA050015

2. TASK ORDER NO.
N/A

3. TYPE OF AGREEMENT (Check one)
GRANT
☒ COOPERATIVE AGREEMENT

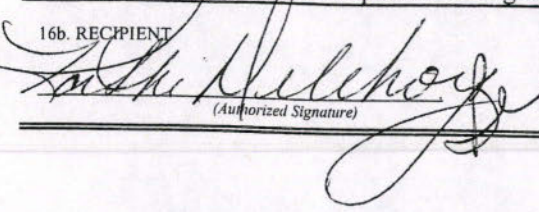
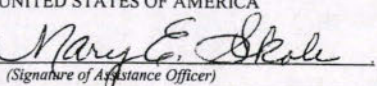
ASSISTANCE AGREEMENT

NOTE: By signing this document, the recipient accepts this agreement and agrees to perform in accordance with all the enclosed terms, conditions, and documents attached hereto.

| 4. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE OFFICER Mary Skole Bureau of Land Management Colorado State Office 2850 Youngfield Street Lakewood, CO 80215 Telephone Number (303) 239-3674 | 5. NAME, ADDRESS AND PHONE NO. OF RECIPIENT Lynn Johnson Colorado State University Director of Sponsored Programs 601 South Howes Fort Collins, CO 80523 Telephone Number (970) 491-1554 | | | | | | | | | | | | | | | |
|--|--|-----------|-----------|-----|-----------------|----------|-----------|---------------------|----|------|------------------|----------|-----------|-------------|------|------|
| 6. NAME, ADDRESS AND PHONE NO. OF ASSISTANCE REPRESENTATIVE John Smeins Bureau of Land Management Royal Gorge Field Office 3170 E. Main Cañon City, CO 81212 Telephone Number (719) 269-8581 | 7. NAME, ADDRESS AND PHONE NO. OF RECIPIENT'S PROJECT MANAGER Allen Owen/Bob Bundy Colorado State Forest Service Boulder District 5625 Ute Highway Longmont, CO 80503-9130 Telephone Number (303) 823-5774 | | | | | | | | | | | | | | | |
| 8. PROGRAM STATUTORY AUTHORITY Public Law 108-447, Division E, Title III, Section 336 | 9. STARTING DATE Upon Signature of AO | | | | | | | | | | | | | | | |
| 10. EFFECTIVE DATE Upon Signature of AO | 11. COMPLETION DATE September 30, 2006 | | | | | | | | | | | | | | | |
| 12. TYPE OF RECIPIENT (Check one) STATE LOCAL GOVERNMENT INDIAN TRIBAL GOVERNMENT <input checked="" type="checkbox"/> EDUCATIONAL INSTITUTION INDIVIDUAL FOR-PROFIT ORGANIZATION NON-PROFIT ORGANIZATION OTHER (SPECIFY) | 13. FUNDING INFORMATION <table border="1"><thead><tr><th></th><th>Recipient</th><th>BLM</th></tr></thead><tbody><tr><td>This obligation</td><td>\$ 8,662</td><td>\$ 29,000</td></tr><tr><td>Previous obligation</td><td>\$</td><td>\$ 0</td></tr><tr><td>Total obligation</td><td>\$ 8,662</td><td>\$ 29,000</td></tr><tr><td>Share Ratio</td><td>23 %</td><td>77 %</td></tr></tbody></table> | | Recipient | BLM | This obligation | \$ 8,662 | \$ 29,000 | Previous obligation | \$ | \$ 0 | Total obligation | \$ 8,662 | \$ 29,000 | Share Ratio | 23 % | 77 % |
| | Recipient | BLM | | | | | | | | | | | | | | |
| This obligation | \$ 8,662 | \$ 29,000 | | | | | | | | | | | | | | |
| Previous obligation | \$ | \$ 0 | | | | | | | | | | | | | | |
| Total obligation | \$ 8,662 | \$ 29,000 | | | | | | | | | | | | | | |
| Share Ratio | 23 % | 77 % | | | | | | | | | | | | | | |
| 14. ACCOUNTING AND APPROPRIATION DATA CO936-2824JT-EC81 41.1C | | | | | | | | | | | | | | | | |

15. PROJECT TITLE AND BRIEF SUMMARY OF THE PURPOSE AND OBJECTIVES

Phase I, Boulder County Fuels Reduction Partnership Project

| | |
|---|---|
| 16a. NAME AND TITLE OF SIGNER (Type or print) Lynn Johnson, Director of Sponsored Programs | 17a. NAME AND TITLE OF ASSISTANCE ORDERING OFFICER (Type or print) Mary E. Skole, Assistance Officer |
| 16b. RECIPIENT  (Authorized Signature) | 16c. DATE SIGNED 9/29/05 |
| 17b. UNITED STATES OF AMERICA BY  (Signature of Assistance Officer) | 17c. DATE SIGNED 9/20/05 |

I. Statement of Joint Objectives

A. Purpose. This agreement is made and entered into by the Department of the Interior, Bureau of Land Management, Royal Gorge Field Office (BLM), and the Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of the Colorado State Forest Service, hereinafter referred to as CSFS for the purposes of reducing hazardous fuels and watershed restoration activities.

B. Objective. This Cooperative Agreement is to cooperatively identify and implement fuels reduction services on BLM lands in the Boulder County when similar fuels reduction services are being conducted by the CSFS on adjacent state or private lands as follows:

1. These types of services that may be extended to BLM lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries;
2. Plan and implement hazardous fuels reduction activities and monitoring associated with such hazardous fuels reduction activities, on federal land, or on adjacent non-federal land for activities that benefit resources on federal land; and
3. To expand the existing mitigation and fuels management programs to reduce risks to communities and natural resources in high-risk areas.

C. Authority. The basis for this agreement is for the support or stimulation of a public purpose authorized by the Department of the Interior and Related Agencies Appropriations Act for the Fiscal Year ending September 30, 2005 and for other purposes, Public Law 108-477, Title III, Section 336, Federal and State Cooperative Watershed Restoration and Protection in Colorado.

The U.S. Congress passed legislation to restore and protect Colorado's watersheds, which authorizes the BLM to allow the CSFS to perform watershed restoration and fuels reduction services on BLM lands in the State of Colorado when similar and complementary services are being performed on adjacent state or private lands. This cross boundary management enhances the implementation of the National Fire Plan (NFP) and is reflected in this agreement.

D. Benefits. The activity to be undertaken through this agreement is in furtherance of the Colorado State Forest's and the Bureau of Land Management's mission by reducing the risk and consequences of wildfire, both in and around communities and in wildland areas.

The State of Colorado's forested watersheds have, in recent years, undergone periodic insect and disease attacks of epidemic proportions. At the same time, wildfires are increasing in size, intensity and frequency. The basic causes of these incidents can be traced to the condition and health of the State's forests which are characterized by large, unbroken areas of densely stocked, suppressed and weakened trees, with abundant ground and ladder fuels. These conditions are not natural within many of Colorado's forested watersheds.

These forest conditions have developed due to a complicated mixture of past mandated management and grazing strategies and practices, effective fire suppression, social attitudes that have limited or precluded timber harvest and/or the use of prescribed fire, loss of forest industry, increasingly stringent air regulations that limit the use of prescribed fire, agency policies and regulations.

The rapid urbanization of Colorado's forested land, especially along the Front Range, has also contributed to this problem. Development often creates conditions that may actually increase the hazards and risks of insects, disease and fires. In these urbanized forests there is an increasing demand that something be done. Allowing natural processes within these forested watersheds to begin operating at full scale is not an option.

Following are some of the benefits that will accrue by the implementation of this agreement:

1. An impediment to cross boundary private/BLM land watershed restoration activities can be removed, resulting in more on-the-ground restoration and protection accomplishment;
2. The BLM and CSFS will demonstrate cooperation while promoting the "Good Neighbor Concept", an identified objective of both the NFP and the CSFS/BLM Red Zone Communication Plan;
3. This type of cooperation across boundaries is much more efficient in use of tax dollars and agency time. It will be a one-stop-shopping concept that will prove less frustrating to cooperating landowners; and
4. BLM, State, and private lands will be at less risk and more defensible from catastrophic events. Fuel breaks, defensible space and other fuel treatments can provide a defensive position to attack fires moving from the forest toward home sites or to attack fires moving from the development toward forested lands.

II. Definitions.

A. Agreement: This cooperative agreement (CA).

B. BLM Assistance Officer (AO): The BLM's Assistance Officer. The AO is the only individual authorized to obligate funds, award, modify or terminate the agreement. The AO is responsible for monitoring the agreement, enforcing the agreement provisions, issuing timely performance and payment approvals, terminating the agreement and closing out the agreement.

C. Assistance Representative (AR): The BLM's Assistance Representative. The AR will be designated for the purpose of administering the technical aspect of the agreement. The AR is authorized to clarify technical requirements, and to review and approve work which is clearly within the scope of the work specified in this agreement. The AR is not authorized to issue changes or in any other way modify this agreement.

D. The Board of Governors of the Colorado State University System, acting by and through Colorado State University for the benefit of the Colorado State Forest Service, hereinafter referred to as CSFS.

E. The Code of Federal Regulations (CFR).

F. Data Shared and Exchanged: See Attachment 1, Management of Data Shared and Exchanged which is incorporated herein.

G. Fiscal Year (FY): The Federal fiscal year which extends from October 1 of one year through September 30 of the following year.

H. The Colorado State Forest Service (CSFS). May also be referred to as recipient.

I. Not-to-Exceed (NTE) Amount: The maximum Federal funding amount.

J. The Office of Management and Budget (OMB).

K. Project Inspector (PI): The BLM's project inspector. At the time of award, a BLM employee(s) may be appointed as the PI. If appointed, the PI will be responsible for providing on-site

inspection of the work and for giving the CSFS representative any special instructions, guidance, or training necessary to complete or perform the work. The PI will not be authorized to issue changes or in any way modify the agreement.

L. Program Income: If any program income is generated as a result of this Cooperative Agreement, the income shall be applied using the alternative as described in 43 CFR Part 12.64.

M. Project Manager: The recipient's Project Manager. The CSFS Project Manager is the individual responsible for the day-to-day operations necessary to perform the project.

N. Responsible Official: The recipient's Responsible Official. The responsible official is the individual who is authorized to act for the recipient's organization and commit the recipient to compliance with the terms and conditions of this agreement.

III. Project Management Plan.

A. The CSFS agrees to provide supervision and oversight and to coordinate with other public and private organizations, agencies and individuals to accomplish the identified tasks:

1. Layout the project units in the southern portion of Section 19, T1N, R71W. The project will consist of thinning and piling/chipping selected trees in three units. These units consist of the Left Fork 1, Left Fork 2 and Front Range Fuels Treatment Partnership (FRFTP) units on BLM lands as well as private lands as shown in Attachment 2. The CSFS will implement the project in the form of contracting, arranging volunteers, etc. and the oversight of implementation operations;

2. Meet with BLM representatives to keep them informed of progress of projects and/or to provide input into the NEPA process as requested by the BLM; and

3. Ensure Wildland Urban Interface BLM forest acres are treated as part of a cross-boundary project with private landowners. Complete at least 20 acres on BLM land for which CSFS will be reimbursed in the amount of actual expenses.

B. The BLM agrees to provide technical assistance, training and oversight and assist in coordinating with other federal agencies as needed to accomplish the following identified tasks:

1. Provide to CSFS the current product rates and product accountability requirements to be applied to any forest product removed from BLM lands under this agreement;

2. Complete the appropriate NEPA analysis and obtain approvals as necessary to allow the implementation of this project;

3. Refer requests for watershed restoration activities on private lands adjoining BLM lands within agreed upon project areas, to the appropriate local CSFS District Office for coordination; and

4. Provide payments to the CSFS in accordance with Section V, Financial Support, and Section VI, Payments, of this agreement and applicable OMB and Treasury Regulations.

C. It is mutually agreed that:

1. The CSFS and the BLM will meet as often as necessary to identify development needs and to review the work project's progress;

2. The services to be performed by the CSFS may be conducted with subcontracts utilizing State of Colorado contract procedures or the requirements as outlined in 43 CFR Part 12.940 – 12.948;

3. With respect to any watershed restoration and fuels reduction services on BLM lands proposed for performance by the CSFS any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) may not be delegated to the State Forester of Colorado or any other officer or employee of the CSFS;

4. Improvements placed on Bureau of Land Management land at the direction of either of the parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the BLM as other Bureau of Land Management improvements of a similar nature. No part of this Cooperative Agreement shall entitle the CSFS to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the BLM; and

5. Indirect Costs. In accordance with Public Law 106-291; 114 Stat. 996, as amended by Public Law 108-447, Division E, Title III, Section 336, "indirect costs are not reimbursable to State Cooperative Institutions under joint venture and cooperative agreements. However, it should be noted that indirect costs may be used by State Cooperative Institutions to satisfy matching or cost-sharing requirements." **The Off-Campus CSU Indirect Cost Rate of 23% will be applied as matching to this agreement.**

IV. Terms of Agreement. This agreement shall become effective on the date of signature of the BLM Assistance Officer and shall remain in effect until September 30, 2006, unless terminated in accordance with the provisions of 43 CFR Subpart F, Section 12.961. This agreement may be renewed for subsequent FYs (NTE a total of five), subject to the availability of Federal funding, by mutual written modification signed by both parties to this agreement.

VI. Financial Support.

A. This agreement will be funded based on the availability of BLM funding. The CSFS hereby releases the BLM from all liability due to failure of Congress to appropriate funds for this agreement.

B. Funds obligated but not expended in one FY can be carried forward and expended in the subsequent FY.

C. \$29,000 represents the NTE amount for which the BLM will be responsible under the terms of this agreement. The BLM shall not be obligated to pay for nor shall the CSFS be obligated to perform any effort that will require the expenditure of Federal funds above the NTE amount.

D. Cost sharing for this agreement shall be in accordance with 43 CFR, Subpart F, Section 12.64.

VI. Payments. Financial Management Service's (FMS), Automated Standard Application for Payment (ASAP) System.

A. Payments under this agreement will be made by the United States Department of Treasury, FMS, ASAP system. ASAP is a recipient-initiated, on-line payment and information system for Financial Assistance Agreements. The recipient will request federal funds that are due directly from the Federal Reserve Bank.

B. Recipient enrollment in ASAP is accomplished in one of the two following ways:

1. Recipients *already participating with another Federal agency* need only complete the attached ASAP Participation Request Form (see Attachment No. 2) and fax or mail it to the number or address listed on the form.

2. Recipients *not currently enrolled in the ASAP system* should complete the attached

ASAP Participation Request form (see Attachment No. 2) and fax or mail it to the number or address listed on the form. The recipient will then receive a Department of Treasury enrollment handbook and enrollment form. The recipient will complete and return those forms to the Department of the Treasury and they will send the recipient the ASAP Passport software along with a CD-ROM tutorial. The Department of Treasury will establish an ASAP Requestor ID for the recipient as well as an Organization Access Code (OAC), User ID, and Password that will serve to segregate the recipient users and their access to certain functions of the on-line system. In addition, the data is encrypted in order to ensure the privacy of the data as it is sent from the user to ASAP.

3. Once the recipient has been assigned an ASAP Requestor ID by the Department of Treasury, the BLM Assistance Officer will create an ASAP Account ID unique to this agreement. The first nine characters will be the agreement number (reference block 1 of agreement cover page, BLM Form 1511-1). The remaining three characters will identify BLM funding line items.

C. The recipient will be required to complete a Standard Form (SF) 269a, Financial Status Report and backup documentation and mail or fax it to the Assistance Officer at the same time they make an ASAP fund drawdown. ***Failure to submit an original SF-269a at time of drawdown may result in the BLM requiring Agency Review prior to release of funds using the ASAP system.***

D. Drawdowns for advance payments will be made only in amounts necessary to meet current disbursement needs and will be scheduled so that the funds are available only immediately prior to their disbursement.

E. The Recipient will not be subject to Agency Review at this time.

VII. Property Management and Disposition.

Any BLM property used or other property acquired under this agreement, including intangible property such as copyrights and patents shall be governed by the provisions of 43 CFR, Subpart F, Section 12.930 through 12.937. Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Each party, therefore, agrees, to the extent authorized by applicable laws will assume all risks and liability to itself, its agents or employees, for any injury to persons or property resulting from any operations of its agents or employees under this agreement, and for any loss, cost, damage, or expense resulting at any time from any and all clauses due to any acts, or negligence, or the failure to exercise proper precautions of or by itself or its own agents to this agreement. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act [28 U.S.C. 1346(b), 2401(b), 2671 - 2680, as amended by P.L. 89-506, 80 Stat. 306.

VIII. Deliverables and Reports.

Submit one copy of a quarterly performance report and the Standard Form (SF) 269a, Financial Status Report, to the Assistance Representative at the end of each quarter. The performance report must be prepared in accordance with 43 CFR, Subpart F, Section 12.951 and address items such as a comparison of actual accomplishments with established goals, reasons why goals may not have been met, cost overruns and any other pertinent information.

Submit one copy of the quarterly report to the BLM Field Office where project is occurring. These reports will display CSFS' actual expenditures to date. The report will include payment for, and a

full accounting of, monies received by the Colorado State Forest Service on behalf of the BLM for timber sales or permits issued for the removal of forest products from BLM land. These moneys are to be returned to the BLM on a quarterly basis.

IX. Key Officials.

A. Assistance Officer (AO)

Mary Skole
Bureau of Land Management
Colorado State Office
2850 Youngfield Street
Lakewood, CO 80215
Telephone Number (303) 239-3674

B. Assistance Representative (AR)

John Smeins
Bureau of Land Management
Royal Gorge Field Office
3170 E. Main
Cañon City, CO 81212
Telephone Number (719) 269-8581

C. Responsible Official

Lynn Johnson
Colorado State University
Director of Sponsored Programs
601 South Howes
Fort Collins, CO 80523
Telephone Number (303) 823-5774

D. Project Manager(s)

Bob Bundy/Allen Owen
Colorado State Forest Service
Boulder District
5625 Ute Highway
Longmont, CO 80503-9130
Telephone Number (303) 823-5774

X. Special Terms and Conditions.

A. Order of Precedence. Any inconsistency in this agreement will be resolved by giving precedence in the following order: (a) Any national policy requirements and administrative management standards; (b) requirements of the applicable OMB Circulars and Treasury regulations; (c) 43 CFR Part 12; (d) special terms and conditions; and (e) all Agreement sections, documents, exhibits, and attachments.

B. Modifications. This agreement may be modified by written agreement signed by both a CSFS official and the BLM Assistance Officer. Administrative changes (i.e., AO BLM name change) which do not change the project management plan, NTE amount, etc. or otherwise affect the recipient may be signed unilaterally by the AO BLM.

C. Procurement Procedures.

It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises, whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

1. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
3. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
4. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.

D. Deposit of Publications

Two (2) copies of each applicable publication produced under this agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication, and states that the publication is intended for deposit in the Natural Resources Library. Publications shall be sent to the following address:

U.S. Department of the Interior
Natural Resources Library
Interior Service Center
Gifts and Exchanges Section
1849 C Street, N.W.
Washington, D.C. 20240

XI. General Provisions. A. National Policy Requirements and Administrative Management Standards. All applicable national policy requirements and administrative management standards as set forth in the Office of Management and Budget, Financial Management Division, Directory of Policy Requirements and Administrative Standards for Federal Aid Programs are incorporated by reference.

B. 43 CFR Part 12, Administrative and Audit Requirements and Cost Principles for Assistance Programs is incorporated by reference.

C. OMB Circular A-21, Cost Principles for Educational Institutions and the completed Certificate For Indirect Cost is incorporated by reference.

D. 43 Code of Federal Regulations (CFR) Part 42, Governmentwide Debarment and Suspension (NonProcurement), is incorporated by reference.

E. 43 CFR Part 43, Governmentwide Requirements for a Drug-Free Workplace, is incorporated by reference.

F. 43 CFR Part 18, New Restrictions on Lobbying, is incorporated by reference.

G. Compliance With Buy American Act.

1. Pursuant to sec. 307 of the Omnibus Consolidated Appropriations Act of 1997, Public Law 104-208, 110 Stat. 3009, please be advised of the following: In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available in this act, it is the sense of the Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

2. Recipient agrees to follow the requirements in 43 CFR Part 12, Subpart E, Buy American Requirements for Assistance Programs.

H. Opposition to Any Legislation. In accordance with the Consolidated Appropriations Act, 2005, Division E, Title III, Section 304, Recipient shall not use any part of the Government's funds for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete.

I. Endorsements. Recipient shall not publicize or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which the recipient represents. No release of information relating to this award may state or imply that the Government approves of the recipient's work products, or considers the recipient's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government. Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A recipient further agrees to include this provision in a subaward to and subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal Government.

J. Increasing Seat Belt Use. Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

alowen

From: Bob Bundy [Bob.Bundy@colostate.edu]
Sent: Wednesday, May 28, 2008 3:17 PM
To: John_Smeins@co.blm.gov
Cc: Allen Owen
Subject: BLM firewood

John,

I've had numerous questions from individuals in Gold Hill regarding firewood from BLM land. So far, I haven't run into any firewood sales on BLM land because everything we've cut has been on steep land. In the draft BLM CE I have for this project it states:

9. Removal of any merchantable wood for biomass, fuelwood, corral poles, fence posts or small sawtimber from BLM lands will require a BLM Vegetative Permit (5450-5) or a USFS/BLM firewood permit.

I have not had any luck in tracking down these forms on the web or by calling our local USFS office.

Gold Hill thinks their BLM agreement will allow for some flexibility with the firewood. I have a copy on file of a Form 2800-14 from signed in June of 2000. I'll fax it to you. It is a "right-of-way" grant designed to allow this type of fuel break work. The community is hoping they can use that agreement to facilitate some of the firewood permitting for me. I told the community to leave the firewood where it is for the time being. I want to ensure there isn't any timber theft. I'm more worried about liability issues, as I've heard horror stories of injured people coming after individuals such as myself.

Any advice or process information would be much appreciated.

FYI: At the end of April, all tree felling ceased on BLM land around the community. There is still some slash/roundwood cleanup currently being done by the contractor. In the meantime, the community is very anxious to get their hands on the firewood. There is about 2 acres that the contractor didn't have time to cut. I'm having the contractor wait until August to resume tree felling on that small strip of BLM land.

Sorry for the overload of information. Gold Hill is a very engaged community that is bombarding me with questions. Unfortunately, I don't have all the answers.

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

9/10/2008

United States Department of the Interior
Bureau of Land Management
ROYAL GORGE FIELD OFFICE
3028 E MAIN ST
CANON CITY, CO 81212
Phone: (719) 269-8500

Receipt

No: 1720811

| | |
|--|--|
| Transaction #: 1777434 | |
| Date of Transaction: 06/09/2008 | |
| CUSTOMER: | GOLD HILL FIRE PROTECTION DISTRICT 1101 MAIN-GOLD HILL BOULDER, CO 80302 |

| LINE # | QTY | DESCRIPTION | REMARKS | UNIT PRICE | TOTAL |
|---------------|-------|---|----------|------------|----------------|
| 1 | 10.00 | VEGETATIVE MATERIALS / ROAD MAINTENANCE (9120) / ROAD MAINTENANCE (9120) | | 0.23 | 2.30 |
| 2 | 10.00 | VEGETATIVE MATERIALS / PD VEGETATIVE MATERIAL PERMIT / WOOD PRODUCTS (750) (25) | 85402547 | 1.28 | 12.80 |
| TOTAL: | | | | | \$15.10 |

| PAYMENT INFORMATION | | | |
|---|---------------|--|----------------------|
| NOTE: Items will appear on credit card statement as "Bureau of Land Mgmt CO". | | | |
| 1 | AMOUNT: | \$15.10 | POSTMARKED: N/A |
| | TYPE: | CREDIT CARD | RECEIVED: 06/09/2008 |
| | NAME: | CRIST, VARERIE J 213 LICKSKILLET RD BOULDER CO 80302 | |
| | CARD NO: | XXXXXXXXXXXX0460 | AUTH CODE: 03793A |
| | NAME ON CARD: | VALERIE J CRIST | |
| | EXPIRES: | 09/30/2010 | |
| | SIGNATURE: | | |

| REMARKS |
|---------|
| |

This receipt was generated by the automated BLM Collections and Billing System and is a paper representation of a portion of the official electronic record contained therein.

Number

85402547

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
**VEGETATIVE OR MINERAL MATERIAL
NEGOTIATED CASH SALE CONTRACT**
(\$2,499 or less for vegetative material)
(\$2,000 or less for mineral material)

State

Colorado

Field Office/District

Royal Gorge

Date of Sale

6-9-08

Name of Purchaser (First, Middle, Last)

Gold Hill Fire Protection District

Address (include zip code)

1101 MAIN - Gold Hill
Boulder, CO 80302
303-444-5549

| KIND OF PRODUCT | UNITS | EST QTY. | RATE/UNIT (\$) | PRICE (\$) |
|--|-------|----------|----------------|------------|
| Timber | Cords | 10 | 1.275 | 12.75 |
| | | | | 12.80 |
| ROAD MAINT. FEE or MAT. SITE REC. FEE | | 10 | .225 | 2.25 |
| TOTAL PURCHASE PRICE | | | | 15.00 |

Purchaser is liable for total purchase price shown above. There will be no refunds. Additional payment, if any, will be made in accordance with Sec. 1 (c). This contract is made under terms of Sec. 1 (c) and the stipulations indicated.

Contract Expires (date)

10-30-08

**ALL MATERIAL MUST BE REMOVED FROM THE
CONTRACT AREA BY MIDNIGHT OF THIS DATE.**

Location of Sale (Contract Area)

Boulder Falls Treatment Area

RECEIVED AS PAYMENT IN FULL

| ACCOUNT | COUNTY | PRICE |
|---|---------|-------|
| P.D. (5881) | Boulder | 12.75 |
| O & C (5882) | | |
| CBWR (5897) | | |
| FEHRF (5900) | | |
| Road Maintenance Fee (9110) or (9120) | | 2.25 |
| Material Site Reclamation (5310) or (5320) | | |

Purchaser certifies that he/she is twenty-one years of age or older and if purchasing timber is a citizen of the United States. Purchaser acknowledges that he/she has read and understands the terms and conditions of this contract and any attached provisions.

Signature of Purchaser

Per Phone Call

Signature of Authorized Officer

[Signature]

Form 5450-5 (January 2002)

SEC. 1 CONTRACT TERMS
(check appropriate block)

- ☒ (a) All materials in contract area in excess of estimated quantity are reserved by the United States.
☒ Severance and/or ☒ Removal in excess of that quantity will subject the Purchaser to trespass action.
☐ (b) The quantity of material is a predetermined amount and may be more or less than the actual amount.
☒ (c) Payment shall be made prior to
☒ Severance and/or ☒ Removal of additional units which exceed estimated quantity.

SEC. 2 GENERAL STIPULATIONS
(check appropriate block)

Removal of all materials must be in strict accordance with instructions of the Authorized Officer and the following conditions and requirements:

No material may be ☒ severed ☒ removed unless marked or otherwise designated by the Authorized Officer. Title to material sold under this contract shall remain in United States and shall not pass to Purchaser until such material has been removed from the contract area. If this contract involves severance of vegetative material, risk of loss shall be borne by the Purchaser after the material is cut. Nothing herein shall be construed to relieve the Purchaser from liability for any breach of contract or any wrongful or negligent act or for any violation of any applicable regulation of the Department of the Interior.

The Purchaser shall take such measures for prevention and suppression of fire on the contract area and other United States lands as are required by applicable laws and regulations. The Purchaser shall dispose of refuse in accordance with instructions of the Authorized Officer.

If the Purchaser violates any of the provisions of this contract, the Authorized Officer may, by written notice, suspend any further operations of the Purchaser, except such operations as may be necessary to remedy any violations. If the Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Authorized Officer may, by written notice, cancel this contract, take appropriate action to recover all damages suffered by Government by reason of such violation, and inform the Purchaser that they will not be issued any further contracts for up to three years.

Forest Product Removal Receipt No(s): _____

SEC. 3 SPECIAL STIPULATIONS
(check appropriate block)

The ☒ Special Provisions and/or ☐ Map(s) attached are made a part of this contract and are to be complied with.

Permit Good for BLM lands only.

Have permit on person
also harvesting & hauling
Fuelwood

(See instructions on reverse)

DISTRICT - FIELD OFFICE

6/9/08

Alan + Bob,

Here's the B/M permit to remove wood. I'll be certain no one is removing any wood this Thursday. If that changes to a different day (for your audit/inspection) just let me know.

Good luck Thurs!



RECEIVED
JUN 27 2000
ROYAL GORGE FIELD OFFICE

FORM 2800-14
(August 1985)

Issuing Office
Canon City District

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT

SERIAL NUMBER COC-62767

1. A right-of-way is hereby granted pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761).

2. Nature of Interest:

a. By this instrument, the holder:

Gold Hill Volunteer Fire Department Gold Hill Fire Protection District
1011 Main Street
Boulder, CO 80302

receives a right to construct, operate, maintain, and terminate a fuel break across public lands described as follows:

T. 1 N., R. 72 W., Sixth Principal Meridian, Colorado
Section 12: E $\frac{1}{4}$ NW $\frac{1}{4}$

b. The right-of-way area contains 30 acres, more or less.

c. This instrument shall terminate on December 31, 2030 unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument may be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.

- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibits A and B, dated May 4, 2000, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. The right-of-way granted herein cannot be conveyed, assigned, or otherwise transferred, in whole or in part, without prior written approval by the Bureau of Land Management. Any transfer will be subject to current regulations and such other terms, conditions and stipulations deemed necessary at the time of approval of such transfer.
- h. The holder of a right-of-way agrees that he shall at all times keep the authorized officer of the Bureau of Land Management informed of his address, and, in case of corporation, of the address of its principal place of business and of the names and addresses of its principal officers.
- i. The holder of a right-of-way agrees to file an amended application with the authorized officer of the Bureau of Land Management if there is a substantial deviation in location or use of an authorized grant.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Arthur Alexander
(Signature of Holder)

President
(Title)

6/24/00
(Date)

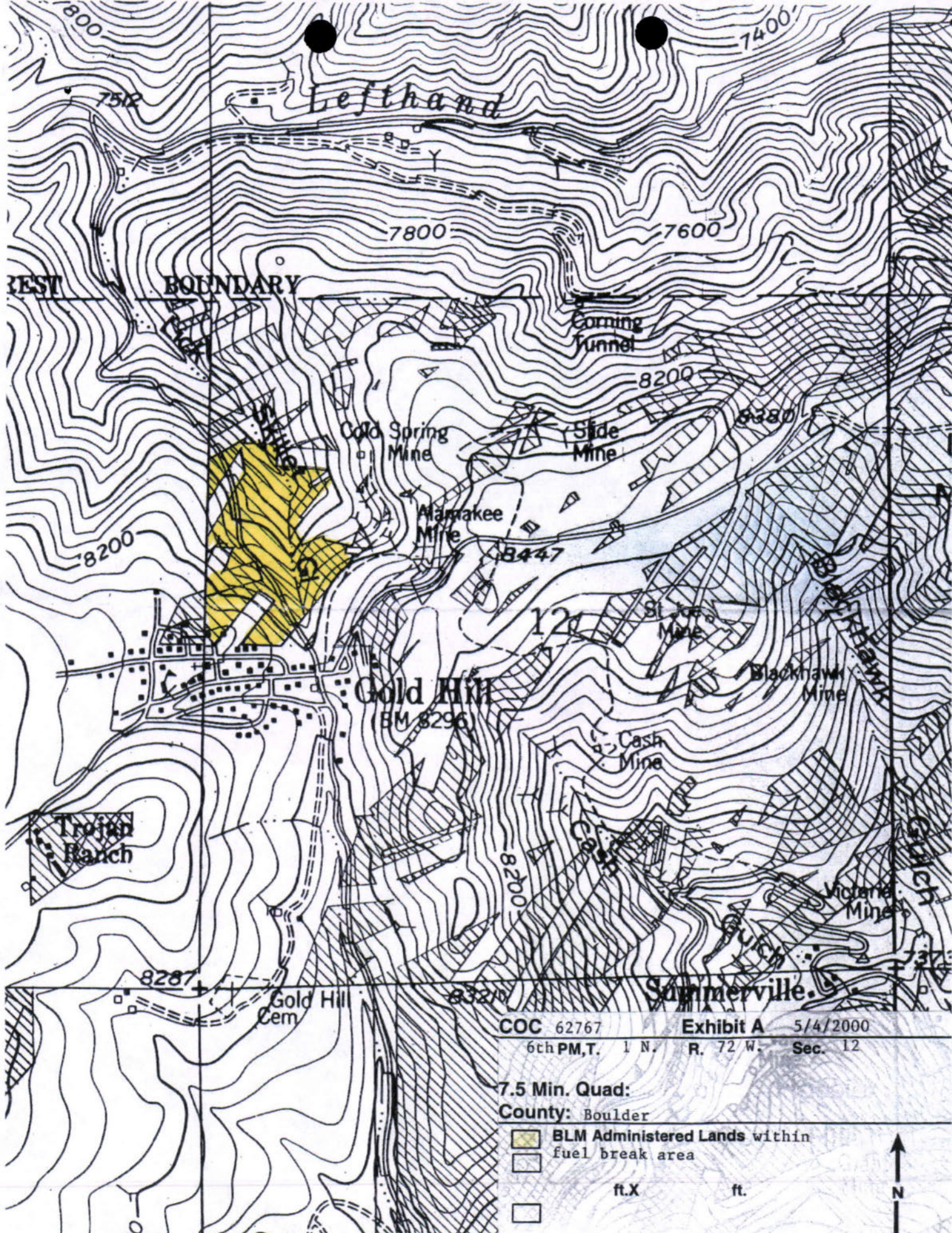
Donnie R. Sparks
(Signature of Authorized Officer)

Field Manager
(Title)

6/29/00
(Date)

Yusuf R. Yim
(Signature ~~XXXXXXXXXXXX~~
~~XXXXXX~~)
Treasurer
(Title)

~~XXXXXXXXXXXXXXXXXXXX~~



Bob,

5/23/88

Here you go. This is what we used before (10 yrs ago) and it was sufficient.

Maybe we can use a simple release form in the meantime that releases CWPP taskforce (you're included) from liability.

Ja
pp 1 of 3

| CSFS - Boulder Good Neighbor Projects | | | | | | |
|---|---------------------|--|------------------------------------|--------------------|-------------------------|---|
| 9/12/2008 | | | | | | |
| Units | Contract Start Date | Contract Work Completion | Federal Project Cost | Fed Acres Complete | Federal Grant Cost/Acre | Contractor |
| USFS | | | | | | |
| Lakeshore | 7/26/2004 | 5/1/2005 | \$24,987.96 | 27 | \$925.48 | Cherryvale FD Mit crew |
| BLM | | | | | | |
| Escape Route | 8/2/2005 | 1/29/2007 | \$7,710.82 | 10.5 | \$734.36 | Burly Tree Service, Native Ecology, BoCo Emer Serv. |
| Left Fork Unit 2 | 1/24/2006 | 2/13/2006 | \$7,500.00 | 6.5 | \$1,153.85 | Native Ecology |
| Left Fork Unit 1 | 3/27/2006 | 6/14/2006 | \$11,350.00 | 20.5 | \$553.66 | West Range Reclamation (mastication) |
| Boulder Heights | 6/29/2006 | 12/13/2006 | \$0.00 | 1.5 | \$0.00 | Boulder Mtn FD Mit crew |
| Mtn King | 5/15/2007 | 11/9/2007 | \$0.00 | 3.5 | \$0.00 | CSFS Engine crew |
| Melvina | 10/31/2007 | 3/31/2008 | \$10,800.00 | 17.5 | \$617.14 | Native Ecology |
| Rim Road | 10/31/2007 | 8/11/2008 | \$12,381.25 | 16.5 | \$750.38 | Native Ecology, CSFS crew & Four Mile FD Mit chipping |
| Licksillet | 4/14/2008 | 7/11/2008 | \$8,500.00 | 7.5 | \$1,133.33 | Native Ecology |
| Sunshine | 4/14/2008 | 7/31/2008 | \$15,757.93 | 18.5 | \$851.78 | Native Ecology, CSFS crew & Bo Mtn FD Mit chipping |
| Logan Mill | TBD (Oct '08?) | TBD | | | | |
| BLM TOTALS | | | \$74,000.00 | 102.5 | \$721.95 | |
| Note: All BLM projects were done in conjunction with cross boundary work on private land. | | | | | | |
| Work on private land was funded through a combination of landowner, fire department, CSFS, and other grant funds. | | | | | | |
| Agreement/ Modification | Effective Date | Total Account Implementation Funds | | | | |
| Original Agreement | 9/20/2005 | \$29,000.00 | | | | |
| Mod 1 | 8/18/2006 | \$15,000.00 | | | | |
| Mod 2 | 9/11/2006 | \$0.00 | no cost time ext. | | | |
| Mod 3 | 9/11/2007 | \$30,000.00 | | | | |
| Mod 4 | TBD | \$20,000.00 | waiting on GMO agreement signature | | | |
| | TOTAL | \$94,000.00 | | | | |

The Mountain-Ear

The News Source for Nederland, Colorado

Thursday's Internet Edition, September 23, 2004.

Gold Hill R&PPA application forwarded

By Gayle Mertz - Gold Hill

Last week the Boulder County Commissioners gave Parks and Open Space staff the go-ahead to submit a R&PPA (Recreation and Public Purposes Act) application to the Bureau of Land Management.

The application proposes incorporating 540 acres of county land and easements in the Gold Hill area with about 750 acres of BLM land. The county is hoping to obtain title to the 750 acres at the give-away cost of about \$1 an acre plus some modest application and surveying costs.

The BLM land is comprised of scores of small splintered parcels, many on steep slopes. The agency does not have the staff to manage the parcels that resemble pieces of a puzzle when viewed on a map. Many of the splinters are inaccessible and, therefore, do not meet BLM goals of making their land accessible to the public.

The county will only be allowed to acquire this land under the R&PPA if they commit to manage the land in a manner that meets BLM goals of making the area accessible to the public for recreation and other public purposes. Parks and Open Space Staff have drawn up a preliminary plan, which includes improving old trails and creating new ones, constructing restrooms and creating interpretive historical signage and visiting experiences. That plan has received support from some residents of the area and kindled concerns as well.



Bighorn Point view.

Public comment—POSAC

Jeff Moline, Boulder County Parks and Open Space Resource Planner, has held community meetings about the proposal that he is shepherding. At a recent POSAC (Parks and Open Space Advisory Committee) meeting he outlined some of the concerns local residents have voiced.

Private property owners are concerned about trespass problems on their land. They question the county's ability to effectively monitor the area.

Liability for mishaps that may result from trespassing was a major concern raised by numerous local residents. Increased auto and off-road traffic also topped a list of concerns, along with potential harm/damage to wildlife, plants and fragile remains of cultural and mining history.

On the other side of the coin POSAC member Eric Volgelberg voiced concern about the "nasty consequences" of not acquiring the land. Development—"privatization" and "home sites" were his concerns. Architect Richard Lefcourt countered his statement questioning the scope of the proposed project which is simply intended to prevent the "possibility of a handful of homesites that may never happen." The few houses that may some day be built in the area would generate far less traffic and impact on the environment than the proposed recreation, according to Lefcourt. Development would never be approved on the many steep parcels, Lefcourt explained, thus, limiting the number of homes that could ever be built in the area.

Representatives of local volunteer fire departments expressed their worry about increased calls for their

The Mountain-Ear

The News Service for Nederland, Colorado

Thursday, October 10, 1991

Gold Hill R&PA application forwarded

By Gail Miller - Gold Hill



Big Horn Point view

Last week the Boulder County Commissioners gave Parks and Open Space staff the go-ahead to submit a R&PA (Recreation and Public Purpose Act) application to the Bureau of Land Management. The application proposes incorporating 540 acres of county land and easements in the Gold Hill area with about 750 acres of BLM land. The county is hoping to obtain title to the 750 acres at the give-away cost of about \$1 an acre plus some modest application and surveying costs.

The BLM land is comprised of several of small splintered parcels many on steep slopes. The agency does not have the staff to manage the parcels that resemble pieces of a puzzle when viewed on a map. Many of the splinters are inaccessible and, therefore, do not meet BLM goals of having their land accessible to the public.

The county will only be allowed to acquire this land under the R&PA if they commit to manage the land in a manner that meets BLM goals of making the area accessible to the public for recreation and other public purposes. Parks and Open Space staff have drawn up a preliminary plan which includes improving old trails and creating new ones, constructing restrooms and creating interpretive historical signage and visitor experiences. That plan has received support from some residents of the area and kindled concerns as well.

Public comment - POSAC

Jeff Molone, Boulder County Parks and Open Space Resource Planner, has held community meetings about the proposal that he is shepherding. At a recent POSAC (Parks and Open Space Advisory Committee) meeting he outlined some of the concerns local residents have voiced. Private property owners are concerned about trespass problems on their land. They question the county's ability to effectively monitor the area. Liability for mishaps that may result from trespassing was a major concern raised by numerous local residents. Increased auto and off-road traffic also topped a list of concerns along with potential harm to wildlife, plants and fragile remains of cultural and mining history. On the other side of the coin POSAC member Eric Volzberg voiced concern about the "hasty consequences" of not acquiring the land. Development—"paved paradise"—"parkways" were his concern. Richard Letourneau countered his statement questioning the scope of the proposed project which is simply intended to provide the "possibility of a handful of homesites that may never happen." The few homesites that may be built in the area would generate far less traffic and impact on the environment than the proposed recreation, according to Letourneau. Development would never be approved on the many steep parcels. Letourneau explained, thus limiting the number of homes that could ever be built in the area.

Representatives of local volunteer fire departments expressed their worry about increased calls for their

services. Calls, they said, that would overtax their limited volunteer staff and equipment. A major attraction of the proposal is the reclamation of, and increased access to, historic mining sites. Yet, John Meeker urged caution in inviting the public to the area. Meeker owns the Snowbound Mine between Sunshine and Gold Hill. The mine is listed on the National Historic Register and is documented as the last operating steam operated mine in the U.S. The mine, which closed in 1947, has special historical features, according to Meeker. Meeker asked that trails leading to his mine be eliminated from the plan in an effort to protect it from "curiosity seekers and vandals."

After listening to public concerns, and voicing some of their own, POSAC voted unanimously to recommend approval of the proposal to the County Commissioners. Responding to concerns, Moline told Committee members that the application was "pretty fluid" as proposed, and he would try to address concerns.

Commissioners hearing

Last week Gold Hill area residents once again gathered at the County Courthouse. This time to share their ideas and concerns with the Boulder County Commissioners. Some urged the Commissioners to hurry up the process to insure that the area will be preserved and protected from development, others implored the board to postpone submitting a proposal now and take more time to craft a more detailed and more innovative application.

Moline opened the meeting with a power-point presentation projecting "stunning views of communities and the Continental Divide." No one disputed the beauty and historical uniqueness of the area. How to preserve that beauty and uniqueness was in dispute.

The Gold Hill mining area, according to Gold Hill resident Edie Eilender, is listed as one of the 10 most endangered historic sites in Colorado. "In some ways the county is going overboard" in its plans to expand recreation opportunities close to the former mining camp founded in 1859. Eilender was particularly concerned about plans to accommodate mountain bikers and the detrimental effect that they have had and would continue to have on the environment.

Gold Hill resident John Sand lamented an important void in the application and reinforced Eilender's concerns. Little reference was made to development of a management place to protect "cultural resources." The historic Gold Hill cemetery gets "short shift," according to Sand. When asked about the lack of detail in the application regarding cultural resources, Moline responded that "cultural preservation is not considered part of public purposes in the act."

"Flatlanders don't understand the issues," Karen Simmons, a 34-year resident of the area, told the Commissioners. Simmons, and others, told the board that the area is beautiful because private property owners have protected it. "I plead with this board to respect the private property owners who are about to be engulfed in this plan." Simmons was concerned about increased traffic on social trails within 100 feet of her home.

Current and former Gold Hill landowner Mark Steen testified that his family has owned or controlled the equivalent of 40 home sites in the Big Horn Mountain area. Steen has sold much of that property to the county. Contradicting staff reports that there is no significant wildlife in the proposed area, Steen said he has seen elk herds, fox, large flocks of wild turkeys, mountain lions, eagles. Steen questioned the ability of the county to safely manage the property which includes scores of "dangerous mine shafts." He implored the county to "preserve this land" as "private landowners have" for more than a century.

More than \$4 million of the \$6 million spent to acquire land in the area has gone to the Steen family. Commissioner Paul Danish publicly expressed his 'indebtedness' to the family. "Without purchases from the Steen family this project would not be possible."

Another area landowner, Mark Heath, has not sold his land to the county, and hopes to someday build a home on his five acres that are surrounded by public land. Heath has won a lawsuit establishing access to this land that he contended was blocked by the county. Heath charged that "this public hearing was little more than a formality" on the part of the county. Speaking for himself, and several other long term landowners in the area, Heath questioned the legitimacy of the notification process that did not

notify him, or other affected landowners, of the planning process for the proposal.

The BLM is vacating this land because it is "too hard to manage," Four Mile Fire Chief Bret Gibson told the Commissioners. He explained that he has asked that a fuel reduction and fire management plan be included in the proposed plan and was told that funds were not available for those services. The lack of fire suppression, mitigation and control plans is unacceptable, according to the Chief. Gibson's concerns were reiterated by citizens representing other potentially affected fire departments.

Commissioners respond and vote

The Commissioners ultimately voted to forward the application to the BLM, but not without suggesting some changes that addressed public concern. Paul Danish emphasized his commitment to supporting "passive recreation" and reducing "higher impacts." He and other Commissioners voiced some support for limiting areas where mountain biking would be allowed. Danish also supported dedicating funding for fuel reduction and development of a fire management plan. Without making a formal recommendation Danish suggested that the county might consider purchasing land where historic sites require greater protection than would be allowed under the R&PPA. He added that he would support such a purchase if it didn't "cost a lot of money."

Ron Stewart suggested creating a "donut hold" between Butzel Hill and Big Horn Mountain, where most of the private property is located. By taking that property out of the plan, he hoped to avoid liability concerns expressed by landowners and residents. The county, County Attorney Conrad Lattes explained, could not legally indemnify the landowners, as had been requested. Signs and fences, he suggested, were the only means to protect private landowners.

Finally, Stewart said that the county would honor easements granted private landowners by the BLM. In many cases those easements are the only access people have to their private property. Some landowners are still concerned because easements granting access to their property have not been formalized or are waiting completion of the application process. Also, while some private property owners will glean greater protection of their privacy with the 'donut' exemption, others will still have their homes and private property surrounded by a public park.

The county has spent over \$6.3 million on 869 acres of land in the areas encompassed by Gold Hill, Sunshine, and Lefthand Canyon. They are now the second largest landowner in the area after the BLM. The county is proposing a 1,725-acre area in its proposal. The county intends to pursue the purchase of additional private parcels in the area as well.

The BLM is in the process of liquidating all of its land in Boulder County. The process, which began in 1986, has resulted in the successful transfer of acreage near Ward to the county. The process, all agree, is very slow, and it is expected that the parcels applied for now may not become county property.

Left Fork (LF)

2. Long-term benefits. (Describe benefit management from a future prospective)

Long-term benefits from this project include increased fire, disease and insect resistance in the treatment area; increased health and vigor in the leave trees; increased protection to the neighboring subdivisions from wildfire; decreased danger from fuel loading and an over-stocked forest; decreased risk of tree mortality from insect and disease infestations; increased structure defensibility.

3. Project Implementation. (Describe how project will be planned, layout and implemented including BLM NEPA and decision. Also address the contracting process and any planned prescribed fire work)

The CSFS will act as an agent of the BLM by accomplishing the initial groundwork for the project and administering the contract. The Boulder County Fuels Reduction Project has received a Categorical Exclusion (CE). The prescription is being developed by Bob Bundy of the CSFS from input provided by professionals assembled from the CSFS, Boulder County Land Use Department, and BLM staff as well as taking concerns of the local public into account. The CSFS is preparing the treatment area for the contractor by utilizing CSFS and Boulder County Land Use Department employees to mark the treatment boundaries in orange flagging, and the trees to be cut in blue paint. The treatment area will be measured using GIS/GPS systems to determine total acreage. The BLM will reimburse the CSFS to a maximum amount of \$21,750. At least 15 acres are to be treated in order to receive the reimbursement. The maximum average amount available per acre is \$1,450.

Comment: Include how the project will be accomplished, site location, contracts to be awarded, boundaries flagged, trees marked, timber cruised, volumes calculated, forms and permits completed, inspections, etc.

The work will be accomplished primarily by a private contractor. Once the prescription, layout and contract are complete, the CSFS will advertise and award the contract. The contractor will be chosen based upon overall bid for treatment as well as the tools and methods they would use. In the contract, it will state that they will follow the cutting guide prescription, markings, and specifications for disposal of wood as written in the Scope of Work (Exhibit A). The contractor's work must meet the specifications required in Exhibit A to the Intergovernmental Services Contract, or they will not receive payment. The contract administrator from the CSFS will walk the site to assess progress upon receipt of each invoice from the contractor.

← 3/4 of 29k

B. Project Timeline: (Timeline is from the time the project concept is approved and sets planned dates to complete major phases of project)

1. Planning of project on State or Private and National Forest Systems lands.
 - o Completed
2. NEPA Process and projected date of decision.
 - o Completed
3. Prescriptions and layout on all lands.
 - o In progress

Escape Route

2. Long-term benefits. (Describe benefit management from a future prospective)

Long-term benefits from this project include increased fire, disease and insect resistance in the treatment area; increased health and vigor in the leave trees; increased protection to the neighboring subdivisions from wildfire; decreased danger from fuel loading and an over-stocked forest; decreased risk of tree mortality from insect and disease infestations; increased structure defensibility.

3. Project Implementation. (Describe how project will be planned, layout and implemented including BLM NEPA and decision. Also address the contracting process and any planned prescribed fire work)

The CSFS will act as an agent of the BLM by accomplishing the initial groundwork for the project and administering the contract. The Boulder County Fuels Reduction Project has received a Categorical Exclusion (CE). The prescription is being developed by Bob Bundy of the CSFS from input provided by professionals assembled from the CSFS, Boulder County Land Use Department, and BLM staff as well as taking concerns of the local public into account. The CSFS is preparing the treatment area for the contractor by utilizing CSFS and Boulder County Land Use Department employees to mark the treatment boundaries in orange flagging, and the trees to be cut in blue paint. The treatment area will be measured using GIS/GPS systems to determine total acreage. The BLM will reimburse the CSFS to a maximum amount of \$7,250.

At least 5 acres are to be treated in order to receive the reimbursement. The maximum average amount available per acre is \$1,450.

The work will be accomplished primarily by a private contractor. Once the prescription, layout and contract are complete, the CSFS will advertise and award the contract. The contractor will be chosen based upon overall bid for treatment as well as the tools and methods they would use. In the contract, it will state that they will follow the cutting guide prescription, markings, and specifications for disposal of wood as written in the Scope of Work (Exhibit A). The contractor's work must meet the specifications required in Exhibit A to the Intergovernmental Services Contract, or they will not receive payment. The contract administrator from the CSFS will walk the site to assess progress upon receipt of each invoice from the contractor.

Comment: Include how the project will be accomplished, site location, contracts to be awarded, boundaries flagged, trees marked, timber cruised, volumes calculated, forms and permits completed, inspections, etc.

← 1/4 of 29k

B. Project Timeline: (Timeline is from the time the project concept is approved and sets planned dates to complete major phases of project)

1. Planning of project on State or Private and National Forest Systems lands.
 - o Completed
2. NEPA Process and projected date of decision.
 - o Completed
3. Prescriptions and layout on all lands.
 - o In progress

Bob Bundy

From: Bob Bundy [rbundy@lamar.colostate.edu]
Sent: Wednesday, October 31, 2007 12:45 PM
To: Jeff jahnke
Cc: Chuck Dennis (cdennis@lamar.colostate.edu); Farmer, David; Allen Owen; Kathy Frasier (kfrasier@lamar.colostate.edu)
Subject: BLM Good Neighbor Process
Attachments: BLM CE (Boulder).pdf; BLM GNA Assistance Agreement.pdf; BLM GNA Assistance Agreement Mod.pdf

Hello Jeff,

At your visit to the district, you asked me to send you an explanation of the Boulder District's BLM Agreement. I've attached a description below, and a few attachments.

The History of the BLM Good Neighbor Agreement (to the best of my knowledge):

Background: All BLM land in Boulder County is going through a three-way trade process that will end up taking more than ten years to complete. BLM is giving land to Boulder County Parks and Open Space (BCPOS), BCPOS is giving mining claim inholdings to the USFS, and the USFS is giving land (in a different region) to the BLM.

In the fall of 2003, the Boulder District contacted the Canyon City BLM office to discuss treatment of their Boulder County land. After our discussions, we agreed to copy off of the USFS/CSFS Good Neighbor Agreement. It took about two years for an agreement to be finalized between the BLM state office and OSP. BLM requires a 10% or 20% match for their grants. We offset this matching requirement by eliminating the CSU 23% indirect charge. Now, all funds go for on-the-ground treatment, with no indirect taken on either side. We did not put in for any payment to my salary, as the projects were always part of private land work where we could ignore the property ownership lines. The resulting agreement is attached. Note the "Extended Defensible Space" authorization text, as I believe that is a key to meeting our needs. Also note that there are 817's and federal 424 forms that I think Kathy Frasier completes. OSP is required to complete sf269a forms quarterly (which they weren't doing until recently).

The BLM required an Environmental Assessment or Categorical Exclusion for any treatment on their land. Luckily, the USFS had recently completed EA's for lands adjacent to all Boulder County BLM land. The BLM used those documents to meet that requirement. The resulting CE is attached.

At this point, each year I go to the BLM with a somewhat informal request for funds. An "Amendment of Request for Application/Modification of Assistance Agreement" is signed by BLM and OSP (attached). Usually around September/October, the BLM authorizes us to use funds. In 2005, we acquired \$29,000, in 2006 we acquired \$15,000, and in 2007 we acquired \$30,000. This benefits both agencies, as we get the high priority cross-boundary treatment completed each year, and the BLM gets additional acres treated without losing these funds at the end of their fiscal year.

Now, when I layout BLM treatment, I contact John Smeins with the Canyon City BLM office (719) 269-8581 John_Smeins@co.blm.gov. John meets me in the field to see the planned treatment area. He then sends out his archeologist to review the area. After that we can get the contractors out to cut.

Every few months, John asks me for an update on progress. I send him all maps, scopes of work, and funding details.

By the end of 2008, I believe we will have completed all of the larger contiguous parcels of BLM land needing fire mitigation treatment. I'm certain there will be a continued need for smaller one-acre treatments, but that should be covered by the BLM's authorization for extended defensible space work. By the time our treated acres require reentry, they should be under the ownership of BCPOS. *some of those additional*

4/14/2008

Overall, I think this is a great program that could benefit other districts. It took a lot of leg work up front, but is very easy now. John Smeins with the Canyon City BLM office has been very flexible and generous.

Please let me know if I can provide any additional information. Did I miss any important detail Kathy?

Attachments:

- BLM Categorical Exclusion Decision Memo
- CSFS/BLM Assistance Agreement
- Annual Modification to BLM Agreement

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester
Colorado State Forest Service - Boulder District
5625 Ute Highway Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

4/14/2008

Greg Carroll - administrator of GNA

DATE: June 5, 2008
TO: Jeffrey Kitchens
FROM: Kelly Rogers
RE: Summary of CSFS/BLM Collaborative Management on CSFS Grand Junction District

CSFS Grand Junction District does not have a formal Good Neighbor Agreement with BLM. There have been three major collaborative management projects between BLM and CSFS Grand Junction District within the last 10 years. Following is a brief summary of these:

1. Storm King Ranch (Glenwood Springs Field Office, BLM):

For the last two years, we have participated in a joint project between The Storm King Ranch and BLM to remove trees infested with Douglas-fir beetle through a sanitation/salvage logging operation. The objective is to reduce losses from Douglas-fir beetle, and reduce fuel loading. The project has involved helicopter logging due to the steep slopes and access constraints within the Dolan Gulch drainage, about 2 miles northwest of Glenwood Springs. The project area covered 390 acres total (184 BLM, 206 private). Trees to be removed were located and marked by CSFS, and general locations marked with GPS. All trees removed were measured to determine volume. Marked trees were felled and limbed by hand, then yarded to a landing area with a helicopter. The trees were then loaded on log trucks and transported to a local mill.

BLM granted a categorical exclusion on this project in 2006, and prepared an Environmental Assessment for the project. Trees removed from BLM land were paid for by the landowner under a wood permit. All of the costs for marking and removing the trees on both BLM and private land were paid by the owner of the Storm King Ranch. CSFS operated through a standard Services Agreement with the landowner. In 2006, a total of 330 trees (70,044 board feet) were removed. In 2007, a total of 296 trees (69,344 board feet) were removed. It is anticipated that CSFS will again survey the project area this summer to determine how many trees need to be removed. It will then be determined how best to remove or treat infested trees.

2. Cow Canyon Timber Sale (Grand Junction Field Office, BLM):

In 2004, we completed a joint timber sale (called the Cow Canyon Sale) on the Lazy 3X Ranch and BLM lands within the Grand Junction Field Office, about 40 miles north of Grand Junction. The sale was initially set up in 2002 under a Coordinated Resource Management Plan that was completed for multiple ownerships in 1999. BLM completed an Environmental Assessment for the sale in 2002. The objectives of the sale were improved forest health and range conditions in a stand of Douglas-fir timber.

CSFS marked the sale area boundaries, marked individual trees for removal, cruised the sale volume, and administered the sale contracts. CSFS was paid under separate Service Agreements with the Lazy 3X Ranch and the BLM (there was no Good Neighbor policy in place at the time for BLM lands). The timber sale was bid as a joint sale, although separate sale agreements were completed for BLM and private ownership. We used a standard federal timber sale agreement for the BLM land. The timber sale area covered 144 acres (115 BLM, 29 private). Approximately 2,000 tons of timber were removed (67 loads) by Intermountain Lumber in Montrose.

3. Carr Creek Timber Sale (Grand Junction Field Office, BLM):

In 2006, the BLM Grand Junction Field Office entered into a Purchase Order agreement with CSFS to complete a cruise and timber sale of Douglas-fir timber in the Carr Creek drainage, about 30 miles northwest of DeBeque. The sale was envisioned as joint timber sale with the adjacent Altenbern Ranch, which controls the road access. The terrain is extremely steep, and due to access and operability only helicopter logging is feasible in this area. Due to declining timber markets, this project was put on hold in 2007. The timber sale was never marked and the BLM has not been billed for any services. It is very unlikely that this timber can be logged economically with helicopters under current market conditions.

2008 GAO Audit – Good Neighbor Authority – BLM Colorado

General Questions

1. Who are the key players at BLM (headquarters and COSO)?
2. How does BLM implement and administer the Good Neighbor authority?
3. What are the successes, challenges, or issues that have resulted from the use of the Good Neighbor authority?

Royal Gorge Field Office/Boulder District CSFS Office:

The following information is needed for the Good Neighbor/Cooperative Agreement between Royal Gorge and Boulder:

- Maps, locations, and descriptions of all projects completed under the agreement to date.
- What prescriptions are being used and in what ecosystems?
- What steps are the BLM taking to comply with NEPA?
- If timber is being removed, is it being done within BLM Guidelines. If not, whose guidelines?
- What do the private landowners working with the CSFS think of the process?
- What does the CSFS think of the process?

John, Ken, Bob, and Allen can you work together to get this information together and send it to me by June 10th? If you need more time please let me know.

Glenwood Spring Field Office/Grand Junction District CSFS Office:

Although Glenwood has not entered into an actual agreement, the CSFS has been an integral part of the work on the Storm King Ranch. Karl and Kelly, if you could just put together a quick summary of the project and how, if we entered into an agreement, that might benefit the project in the long-run. As with the team above, do you think you could get that to me by June 10th?

Grand Junction field Office/Grand Junction District CSFS Office:

As with Glenwood Springs, I know the Grand Junction Field Office does not have a formal agreement (if I am wrong please correct me). However, I know that Dave Stevens was working with Kelly's office on a variety of projects, which due to access, etc. were not able to come to fruition. However, the collaboration was great and it would be great if Kelly, you could work with Raul to do a similar write up for the projects in Grand Junction like you could do for the King Ranch.

Jeff Kitchens
CO Forestry & ES&R Program Lead
USDOI - BLM - CO State Office
2850 Youngfield Street
Lakewood, CO 80215

Phone: (303) 239-3752
Fax: (303) 239-3808
Cell: (303) 957-8897
e-mail: jeffrey_kitchens@blm.gov

John
Smeins/CCFO/CO/BL
M/DOI

06/04/2008 04:28
PM

"Bob Bundy"
<Bob.Bundy@colostate.edu>

To

cc

"Allen Owen"
<alowen@lamar.colostate.edu>,
John_Smeins@co.blm.gov, Jeffrey
Kitchens/COSO/CO/BLM/DOI@BLM,
Glenda Torres/CCFO/CO/BLM/DOI@BLM
Subject
Re: Audit documents (Document link:
Jeffrey Kitchens)

Thanks Bob,

It sounds like you have everything together as usual. Glenda and I are available to come up on the 12th or 13th to represent the BLM and assist in anyway. The Categorical Exclusion was not based off the USFS EA, but we did use their scoping information as far as issues and concerns are concerned. Is there anyway you can mail a copy of everything you have so we are on the same page.

Unfortunately there aren't many days we have open in the next month, so hopefully if the date gets changed we can make something work.

JS
(719) 269-8581

"Bob Bundy"
<Bob.Bundy@colostate.edu>

06/04/2008 12:52
PM

<John_Smeins@co.blm.gov>

To

cc

"Allen Owen"

Jeffrey
Kitchens/COSO/CO/
BLM/DOI

05/30/2008 11:51
AM

To

Ken Reed/CCFO/CO/BLM/DOI, Karl
Mendonca/GSFO/CO/BLM/DOI, John
Smeins/CCFO/CO/BLM/DOI, Raul
Morales/GJFO/CO/BLM/DOI,
kjrogers@lamar.colostate.edu,
kllong@lamar.colostate.edu,
cdennis@lamar.colostate.edu,
alowen@lamar.colostate.edu,
rbundy@lamar.colostate.edu,
carrollg@gao.gov, gatys@gao.gov,
Ruth Ann Raisanen/COSO/CO/BLM/DOI,
Vaughn Whatley/COSO/CO/BLM/DOI

cc

Linda Anania/COSO/CO/BLM/DOI@BLM,
Kenny McDaniel/GUFO/CO/BLM/DOI@BLM,
Jay Thompson/COSO/CO/BLM/DOI@BLM,
Jamie Connell/GSFO/CO/BLM/DOI@BLM,
Catherine
Robertson/GJFO/CO/BLM/DOI@BLM, Roy
Masinton/CCFO/CO/BLM/DOI@BLM, Paul
Trentzsch/CCFO/CO/BLM/DOI@BLM,
Edward
Skerjanec/CCFO/CO/BLM/DOI@BLM,
Patricia
Roller-Burkhardt/COSO/CO/BLM/DOI@BLM,
M, Scott Lieurance/WO/BLM/DOI@BLM,
Vaughn Whatley/COSO/CO/BLM/DOI@BLM,
Dave Hunsaker/COSO/CO/BLM/DOI@BLM,
Mary Skole/COSO/CO/BLM/DOI@BLM,
Joseph.Duda@ColoState.EDU,
jjahnke@lamar.colostate.edu

Subject

GAO Audit of Good Neighbor
Authority - Meeting Either June 12
or 13th

To: BLM & CSFS Good Neighbor Agreement/Authority Contacts

As many of you may already know, the GAO is doing an audit of the BLM and USFS's use of the Good Neighbor Authority in Colorado. On the USFS side, Bob Garcia is working with Chuck Dennis (CSFS - Broomfield) to organize meetings, field trips, and any necessary data calls. I am writing this message to initiate the same process on the BLM's side. At this point the GAO would like to come to CO to meet with both the USFS and BLM the week of June 9th. They would plan to meet with the USFS on the 10th and 11th and BLM on the 12th and 13th.

If we were to schedule a meeting/conference call, what are people's schedules like for June 12th or the morning of the 13th?

The following people would need to participate (if available)

BLM
BLM-COSO: Jeff Kitchens, Patricia Roller-Burkhardt, Ruth Ann Raisanen, Vaughn Whatley & anyone else the state office feels is needed.

Audit documents

John,

I will be out of town all of next week. We asked to push the audit meeting/tour back, but haven't heard anything. If the audit occurs next week, my boss Allen Owen plans to represent the CSFS for our projects.

I have provided Allen an information package with:

- 1) Project acreage/cost sheet (attached)
- 2) Short description of BLM GNA process (from my point of view)
 - BLM completes Categorical Exclusion (based on adjacent USFS Sugarloaf Environmental Assessment?)
 - BLM and CSU indirect requirements cancel each other out.
 - Forms necessary: CSFS 817, Federal 424, Federal sf269a (Note: sf269a's have been filled out and are up to date.)
 - Annual request for funds, BLM review of plans, archeological review
- 3) Example Scope of work (attached - this SOW includes work on private and BLM land with appropriate %'s taken from each funding source)
- 4) Maps: I recently sent you the shapefiles for all completed/potential BLM projects to date
- 5) CE
- 6) Assistance Agreement & an annual Amendment to Agreement
- 7) Gold Hill BLM Right-of-Way Agreement (for reference)

I'll be flying out of Denver Friday night. Feel free to give me a call on my cell phone after that time. (303) 775-2073

Thanks.

Bob Bundy
Fuels Treatment Partnership & Wildfire Mitigation Forester Colorado State Forest Service -
Boulder District
5625 Ute Highway Longmont, CO 80503
(303) 823-5774
(303) 823-5768 fax
rbundy@lamar.colostate.edu

[attachment "GNA Spreadsheet.xls" deleted by Jeffrey Kitchens/COSO/CO/BLM/DOI]
[attachment "Example BLM SOW.doc" deleted by Jeffrey Kitchens/COSO/CO/BLM/DOI]

Royal Gorge: John Smeins, Ken Reed, & anyone else the field office feels is needed.
Glenwood Springs: Karl Mendonca & anyone else the field office feels is needed.
Grand Junction: Raul Morales & anyone else the field office feels is needed.

CSFS
Boulder: Allen Owen, Bob Bundy, & anyone else the CSFS feels should be involved.
Grand Junction: Kelly Rogers & anyone else the CSFS feels should be involved.
Broomfield/Fort Collins: It would be good if both someone from the State Foresters office as well as Chuck Dennis could participate.

Please let me know by June 5th if you are available for a meeting on either the 12th or 13th so I can send out a note on a time, location, etc. If we do not have enough participation for the 12th and/or 13th I will go back to the GAO and see if we can reschedule.

To meet the upcoming deadlines (which may change depending on people's availability) I need assistance from both BLM and CSFS personnel to make sure we have all the data we need for BLM's side of the GAO audit. I have attached a word document that outlines what is needed from each office.

[attachment "2008 GAO Audit_Questions.docx" deleted by Jeffrey Kitchens/COSO/CO/BLM/DOI]

I know everyone is very busy and this is all very last minute so if you don't think you can get me needed info by June 10th, please let me know and I will renegotiate dates with the GAO.

Thank you all for your help.

Jeff Kitchens

P.S. The GAO would also like to visit some sites on BLM lands in Boulder. It would be good to have John Smeins as well as the Boulder District Staff available for this. If by June 10th you could also let me know if this possible I would greatly appreciate it.

Jeff Kitchens
CO Forestry & ES&R Program Lead
USDOI - BLM - CO State Office
2850 Youngfield Street
Lakewood, CO 80215

Phone: (303) 239-3752
Fax: (303) 239-3808
Cell: (303) 957-8897
e-mail: jeffrey_kitchens@blm.gov

alowen

From: Jeffrey_Kitchens@blm.gov
Sent: Friday, June 06, 2008 12:38 PM
To: Ken_Reed@blm.gov; Karl_Mendonca@blm.gov; John_Smeins@blm.gov; Raul_Morales@blm.gov; kjrogers@lamar.colostate.edu; kllong@lamar.colostate.edu; cdennis@lamar.colostate.edu; alowen@lamar.colostate.edu; rbundy@lamar.colostate.edu; carrollg@gao.gov; gatys@gao.gov; Ruth_Ann_Raisanen@blm.gov; Vaughn_Whatley@blm.gov
Cc: linda_anania@blm.gov; Kenny_McDaniel@blm.gov; jay_thompson@blm.gov; Jamie_Connell@blm.gov; Catherine_Robertson@blm.gov; Roy_Masinton@blm.gov; paul_trentzsch@blm.gov; edward_skerjanec@blm.gov; Patricia_Roller-Burkhardt@blm.gov; Scott_Lieurance@blm.gov; Vaughn_Whatley@blm.gov; Dave_Hunsaker@blm.gov; Joseph.Duda@ColoState.EDU; jjahnke@lamar.colostate.edu; LaVanna_Stevenson@blm.gov
Subject: Re: GAO Audit of Good Neighbor Authority - Meeting Either June 12 or 13th

To: BLM & CSFS Good Neighbor Agreement/Authority Contacts

The Audit with GAO will be Thursday June 12th @ the BLM's Colorado State Office (see address in my signature below). We will meet @ 10:00am in the Second Floor conference room.

The following is the Agenda:

6/12/08:
10:00-10:15: Introductions and Overview of Audit.
10:15-10:30: Questions and Clarifications from BLM and CSFS Personnel
10:30-noon: GAO Review (Based upon questions sent in previous e-mail)
noon-1:00: Lunch
1:00-3:00: Field Trip to Boulder (Locations, etc. TBD)

For 10:00-noon I have a conference call bridge set up:

Conf Call #: (303) 239-3990
Passcode: 9028

I have 10 bridges set up for the call.

Please RSVP to let me know if you are planning on attending in person or if you plan to call in. That way I can assess if we have enough space/conf call lines.

Thank you all.

Jeff Kitchens

Jeff Kitchens
CO Forestry & ES&R Program Lead
USDOI - BLM - CO State Office
2850 Youngfield Street
Lakewood, CO 80215

Phone: (303) 239-3752
Fax: (303) 239-3808
Cell: (303) 957-8897
e-mail: jeffrey_kitchens@blm.gov
