

# Colorado State Forest Service Financial Assistance Program Project Award Notification Agreement

Project Name	Douglas County Wildfire Cost Share
Project Number	#49
Award Recipient Name	Douglas County
CSFS Account Number	1929416
CSFS Account Title	HB24-1430 Forest Restoration Wildfire Risk Mitigation Program
Estimated Total Project Cost	\$1,350,000
Award Amount	\$350,000
Minimum Recipient Match Required	\$1,000,000
Award Start Date	3/31/2025
Award End Date	3/31/2029
Federal Funds	NO
State Funds	YES
Other Funds	
Match Funds	N/A

Based on the strength of the application submitted, the Colorado State Forest Service (hereinafter referred to as "CSFS") is providing funding in the amount up to, but not exceeding, **\$350,000** to accomplish the project described in *Attachment A (Scope of Work)*.

The recipient, **Douglas County** (hereinafter referred to as "Award Recipient"), will be reimbursed for allowable costs incurred in implementing the project up to the amount listed above, once the following requirements are met:

## A. SCOPE OF WORK

Complete work as described in Attachment A (Scope of Work) which includes following Forestry Best Management Practices to Protect Water Quality in Colorado.

## **B. EXPENSE DOCUMENTATION**

## **Reimbursable Expenses**

- Expenses incurred prior to the award start date, **March 31, 2025,** are not eligible for reimbursement or match.
- Provide documentation that project funds have been matched at a minimum of \$1,000,000.
- Only actual recipient costs that support accomplishing *Attachment A (Scope of Work)* are eligible for reimbursement. Non-recipient costs may be used as match. Non-recipients are third party participants (contributors other than the award recipient) supporting the implementation of the project.
- Grant funds may not be used to purchase capital equipment unless the equipment was approved and described in *Attachment A (Scope of Work)*. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000. Tangible supplies under \$5,000 that contribute to accomplishing work described in *Attachment A (Scope of Work*) are allowable, if pre-approved and described.
- Reimbursements will only be made to the original award recipient. If the award recipient chooses to pass funds to individual landowners or partners contributing to the project, it is the responsibility of the award recipient to properly document expenses and match contributions and provide sufficient backup documentations according to the "Expense Guidance" tab located in the enclosed CSFS Grant Reimbursement Package.

## **Match Expenses**

- Grant funds cannot be used for homeowner labor, volunteer labor, personnel coordination or grant administration, however, these activities are valuable and can be considered as match.
- In-kind activities must be documented on the current "CSFS In-Kind Cost Documentation Form", located in the enclosed *CSFS Grant Reimbursement Package*, using the current volunteer rate **at the time work was completed**. Grant recipients may use a spreadsheet to track hours, however, the information must also be summarized in the "CSFS In-Kind Cost Documentation Form".
- In instances where there are multiple landowners involved with providing in-kind services, documentation of those volunteer hours must be documented in the current *CSFS In-Kind Documentation Form* for each landowner involved with the project by first and last name.

#### **Indirect Expenses**

- Indirect cost rate: The Award Recipient may request up to 15% de minimis indirect cost rate. Documentation is not required for reimbursement. For indirect to be included for reimbursement, indirect costs must have been included in the approved project budget.
- Indirect costs include a wide variety of items not specifically broken out in the budget known as
  facilities and administrative costs (utilities, phone, copying, accounts payable, payroll, purchasing
  agent's time, and routine administrative services). Indirect costs paid by the grant may not exceed 15%
  of the grant total. Additional indirect costs (beyond 15%) may be used as cash match but must be
  documented with an established rate.

## **Reimbursement Submission**

- Documentation supporting costs and match must be submitted through the local CSFS Field Office for reimbursement. Documentation for all expenses (actual costs and values of items that are not out-of-pocket expenses) and match is required. Follow the guidelines in the "Expense Guidance" tab located in the enclosed *CSFS Grant Reimbursement Package*.
- Project work will be inspected by the assigned CSFS Field Office to certify the work meets the requirements described in *Attachment A (Scope of Work)*. Once all documentation is complete, the assigned CSFS Supervisory Forester will electronically sign the *Signature Page with eSig* to certify the work, and that costs/match are allowable.
- The local CSFS Field Office is responsible for completing the *CSFS Grant Reimbursement Package* with documentation provided by the award recipient.

## C. PROJECT REPORTING REQUIREMENTS

- Grant recipients are required to submit spatial map data (e.g., shapefiles) with each reimbursement request, indicating the completed project work. Reimbursement requests submitted without appropriate spatial map data will not be approved.
- A final report will be **required** at the completion of the project, which includes the following information: number of acres treated, cost/acre to treat, amount of material generated, number of jobs created, the use and value of any forest products generated, and digital (jpg format) before and after photos from the same location. Additional project specific reporting requirements are described in *Attachment A (Scope of Work)*. Final reimbursement requests that are received without this final report will not be approved.

## **D. RECORD RETENTION/DATA SHARING**

At all times during and following the Term of this Agreement, including any extensions or renewals hereof, all records, information and data collected or developed during the performance of the Agreement, and any information provided to CSFS by grant recipient as Licensor or developed during the performance of the Agreement shall be owned and retained by CSFS for academic and research purposes, which may include sharing information with CSFS affiliates. Any publishing or information made available to the public will not include personal information of Licensor. Upon request, Licensor may request the removal of Licensor's

information or property information on any publishing or information available to the public, and, if feasible, CSFS shall remove such requested information.

## E. NEW! COST SHARING

CSFS grant awardees have the option to use awarded funds for other cost share/match obligations, however, if the awardee will <u>not</u> be using this award for other cost-share/match obligations, CSFS will use it to offset CSFS cost share obligations for other grant programs. Details regarding Cost Sharing are outlined in <u>§2 CFR 200.306</u>.

Please check the appropriate box below to indicate if you plan to use these awarded funds for your own cost share/match obligations or if you would like to release these awarded funds for CSFS cost-share use. Please contact the CSFS Grants Team at <u>csfs\_grants@colostate.edu</u> as soon as possible if you have questions regarding cost sharing.



Awardee agrees to release the use of these awarded funds for CSFS cost share purposes and will not use these funds for any other cost share/match obligations.

Awardee does not agree to release the use of these awarded funds for CSFS cost-share purposes and plans to use these funds for awardees other cost-share/match obligations.

## F. EXTENSION

This funding may be extended at the discretion of the CSFS Program Specialist. Requests for extensions must be made in writing **at least 90 days** before the award end date. Requests must be sent to the local CSFS Supervisory Forester and include: 1) why an extension is needed; 2) new timeline for completion, and 3) changes to the Scope of Work (deliverables), if applicable. The CSFS Field Office will review and forward to the appropriate Program Specialist for approval. Approvals will be given in writing to the award recipient.

#### **G. TERMINATION**

Either Party may terminate this Agreement, without cause, upon not less than sixty (60) days' written notice, given in accordance with the Notice provisions of this Agreement. Termination of this Agreement shall not relieve a Party from its obligations incurred prior to the termination date. Upon termination of this Agreement by CSFS, except in the case of a material breach by CSFS, CSFS shall pay all costs accrued by the Award Recipient as of the date of termination including non-cancelable obligations for the term of this Agreement, which shall include all appointments of staff incurred prior to the effective date of the termination. Award Recipient shall take steps to limit or terminate any outstanding financial commitments for which CSFS is to be liable. Award Recipient shall furnish, within ninety (90) days of the effective termination date, a final report of all costs incurred, and all funds received and shall reimburse CSFS for payments which may have been advanced in excess of total costs incurred with no further obligations to Sponsor.

#### **H. NOTICES**

All notices and other correspondence related to this Agreement shall be in writing and shall be effective when delivered by: (i) certified mail with return receipt, (ii) hand delivery with signature or delivery receipt provided by a third Party courier service (such as FedEx, UPS, etc.), (iii) fax transmission if verification of receipt is obtained, or (iv) email with return receipt, to the designated representative of the Party as indicated below. A Party may change its designated representative for notice purposes at any time by written notice to the other Party. The initial representatives of the Parties are as follows:

By signature below, each party certifies that the individuals individual parties authorized to act in their respective areas whereof the parties hereto have executed this award and h of participating in this financial assistance program.	for matters related to this award. In witness
Jill Welle	
AWARD RECEIPIENT SIGNATURE	DATE
CSFS PROGRAM SPECIALIST SIGNATURE	DATE

CSFS Revised: 12.09.24; Approved by General Counsel 01.09.25 (do not modify except where noted)	

CSFS Program Specialist:	Award Recipient:
Kahla Montrose	Name:
Forestry Program Specialist	Title:
Colorado State Forest Service	Unique Entity ID (UEI), if applicable:
5060 Campus Delivery, CSU	
Fort Collins, CO 80523-5060	Organization Name:
Phone: 208-473-8099	Address:
Email: Kahla.Montrose@colostate.edu	
For Formal Agreement Changes (amendments, terminations), send a copy to: Office of the General Counsel	Phone:
06 Campus Delivery Colorado State University Fort Collins, CO 80523-0006 <u>contracts@colostate.edu</u>	Email:

## I. AUTHORIZED REPRESENTATIVES

**Douglas County** certifies that neither the award recipient nor any principals represented herein are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.