

Supporting Statement for OMB 0596-NEW

GOOD NEIGHBOR AGREEMENTS WITH STATE COOPERATORS

Note:

The Forest Service seeks approval for Good Neighbor Agreement templates and associated information collections related to two Good Neighbor Authorities. Upon OMB approval of this information collection request, the burden associated with this request will be incorporated into the renewal of OMB control number 0596-0217 at a later date.

A. Justification

- 1. Explain the circumstances that make the collection of information necessary. Identify any legal or administrative requirements that necessitate the collection. Attach a copy of the appropriate section of each statute and regulation mandating or authorizing the collection of information.**

The Forest Service instruments included in this request are necessary to enter into Good Neighbor Agreements to carry out forest management services and other land restoration activities on and off of the National Forest System lands. In order to perform work and activities in cooperation with State partners, Congress passed two Good Neighbor Authorities. The descriptions of the two authorities are as follows

Farm Bill Version of the Good Neighbor Authority: In 2014, Congress made the Good Neighbor Authority permanent through the Farm Bill (Agricultural Act of 2014, Pub. L. 113-79, section 8206). This permanent authority both authorizes and encourages the Forest Service to enter into Good Neighbor Agreements with States and the Commonwealth of Puerto Rico to carry out authorized forest, rangeland, and watershed restoration work on and off of National Forest Service lands. This authority excludes by statue construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas and construction, alteration, repair, or replacement of public buildings or works; as well as projects in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted.

Appropriations Act Version of the Good Neighbor Authority: Congress amended the original Colorado version of the Good Neighbor Authority in the 2014 Appropriations Act Omnibus Appropriations Act of 2014, Pub. L. 113-76, section 417; which amends §331 of the Dept. of Interior and related Agencies Appropriations Act, 2001 (Pub. L. 106-291), as amended by §336 of Div. E of the Consolidated Appropriations Act, 2005 (Pub. L. 108-447) and §422 of the Dept. of the Interior, Environment, and Related Agencies Appropriations Act, 2010 (Div. A of Pub. L. 111-88). This amendment expanded the authority to all States with a National Forest. The authority both authorizes and encourages the Forest Service to enter into Good Neighbor agreements with State Forestry Agencies to perform watershed restoration and protective services when similar and complementary projects are being performed on adjacent state or private lands. This amendment is set to expire on September 30, 2018.

Both authorities encourage the Forest Service and willing State cooperators to enter into Good Neighbor Agreements to carry out watershed restoration and forest management services and activities. To negotiate, execute, and

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administer these agreements, the Forest Service must collect information from and collaborate with State agencies from the pre-agreement to the closeout stage of the agreement administration. Without the collected information, the Forest Service would not be able to enter into Good Neighbor Agreements. The Agency would be unable to develop or monitor projects, draft statements of work, agree to financial plans, make payments, or identify financial and accounting errors.

2. Indicate how, by whom, and for what purpose the information is to be used. Except for a new collection, indicate the actual use the agency has made of the information received from the current collection.

In this request, the Forest Service seeks approval for new information collections related to the Good Neighbor Authorities related to administrative procedures which are required for approval by OMB under the Paperwork Reduction Act of 1995 and OMB's implementing regulations in 5 CFR 1320 Controlling Paperwork Burdens on the Public. New information collections include the following agreement instruments: 1) FS 1500-37 Good Neighbor Agreement (Appropriations Act); 2) FS 1500-36 Good Neighbor Agreement (Farm Bill); 3) FS 1500-36a Master Good Neighbor Agreement (Farm Bill); 4) FS 1500-TBD Supplemental Project Agreement incorporating provisions and requirements for Timber Sale activities; and 5) FS 1500-38 Watershed and Forest Restoration Agreement. The associated burden of administrative forms currently approved under OMB control number 0596-0217 is included in this new information collection. For the complete list and description of the Good Neighbor templates and associated administrative form see letter "d" of this question.

a. What information will be collected - reported or recorded? (If there are pieces of information that are especially burdensome in the collection, a specific explanation should be provided.)

The information collected from cooperators includes:

- Cooperator contact information;
- Employer ID Numbers (EINs), Taxpayer Identification Numbers (TIN), Data Universal Numbering System (DUNS) number, & System of Award Management (SAM) number;
- Statement of Work (SOW), such as the total project to be accomplished, methodology, measurable objectives to be accomplished, time frame for completion, anticipated sub-agreement or subcontracting activity, and desired results.
- Financial plans (such as contribution types and amounts, billing information, list of contractors/sub recipients);
- Performance reports; and
- Other related administrative and financial information.

b. From whom will the information be collected? If there are different respondent categories (e.g., loan applicant versus a bank versus an appraiser), each should be described along with the type of collection activity that applies.

Under the Farm Bill version of the Good Neighbor Authority, the Forest

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Service is authorized and encouraged to enter into Good Neighbor Agreements with States and the Commonwealth of Puerto Rico to carry out authorized forest, rangeland, and watershed restoration services on and off of National Forest Service lands.

Under the Appropriations version of the Good Neighbor Authority, the statutory authority authorizes and encourages the Forest Service to enter into Good Neighbor agreements with State Forestry Agencies to perform watershed restoration and protective services when similar and complementary projects are being performed on adjacent state or private lands.

To negotiate, execute, and administer a Good Neighbor Agreement, the Forest Service must collect both financial and project specific information from willing State cooperators from the pre-agreement, administration, and closeout of the agreement. Both parties must collaborate in the drafting of agreement documents and the overall administration of the agreement. To allow for this flexibility, Good Neighbor Agreement templates incorporate both partnership elements and necessary provisions to ensure that the Forest Service maintains its land management responsibilities and policies, including NEPA decision making responsibilities. The partnership elements allow for State cooperator to bring resources to the agreed to project(s) and to perform work collaboratively and in partnership with the Forest Service.

c. What will this information be used for provide ALL uses?

Paperwork Reduction Act, 44 USC 3512(a)(1), as implemented at 5 CFR 1320.6(a)(1), states that agency-specific agreement forms must be approved by OMB and display the OMB control number to be binding on our partners. In order to create, develop, and administer Good Neighbor Agreements, the Forest Service requires the collection of information such as project type, project scope, financial plan, statement of work, and cooperator business information from willing state parties from the pre-award to the close-out stage. The information collected will be used to develop, implement, and administer Good Neighbor Agreements.

d. How will the information be collected (e.g., forms, non-forms, electronically, face-to-face, over the phone, over the Internet)? Does the respondent have multiple options for providing the information? If so, what are they?

State cooperators have multiple options for responding, including forms, non-forms, or optional templates. The State cooperator may provide the information electronically, face-to-face, over the phone, and over the internet. Typically, the information will be collected via phone calls, e-mails, postal mail, and person-to-person meetings. Electronic responses are encouraged. The following lists new Good Neighbor Agreement templates and associated administrative forms approved under OMB control number 0596-0217:

GOOD NEIGHBOR AGREEMENT (Appropriation ACT): Public Works

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Projects

FS 1500-37: Good Neighbor Agreement (Appropriations Act) under Catalog of Federal Domestic Assistance (CFDA) number 10.691

Description: Standalone instrument incorporating a Statement of Work (SOW) and Financial Plan allowing agreements with State foresters in all states with National Forest System lands to perform watershed restoration and protection services on National Forest System lands when similar and complementary services are performed by the state on adjacent state or private lands. All agreements will have expiration dates no later than 9/30/2018.

Authorized Activities: Allowable activities include reconstruction, repair, or restoration of paved or permanent roads or parking areas and alteration, repair, or replacement of public works. Timber Sales are not incorporated under the standalone instrument and must be executed in a Supplemental Project Agreement (SPA) under a Master Good Neighbor Agreement.

Statutory Authority for Appropriations Act version of Good Neighbor:

- Good Neighbor Authority (Appropriations Act). Omnibus Appropriations Act of 2014, Pub. L. 113-76, section 417; which amends §331 of the Dept. of Interior and related Agencies Approp. Act, 2001 (Pub. L. 106-291), as amended by §336 of Div. E of the Consolidated Approp. Act, 2005 (Pub. L. 108-447) and §422 of the Dept. of the Interior, Environment, and Related Agencies Approp. Act, 2010 (Div. A of Pub. L. 111-88). Authority due to expire September 30, 2018.

Information Collected: 1) Contact information; 2) Employer ID Numbers (EINs), Taxpayer Identification Numbers (TIN), Data Universal Numbering System (DUNS), & System of Award Management (SAM); 3) Project description or statement of work, such as activities to be performed, expected outcomes, or work products; 4) Financial plans (such as contribution types and amounts, EFT and billing information, list of contractors/sub recipients); and 5) Other related administrative information. Agreements must be signed by the Cooperator's designated signing official.

GOOD NEIGHBOR AGREEMENT (FARM BILL)

FS 1500-36: Good Neighbor Agreement (Farm Bill) under Catalog of Federal Domestic Assistance (CFDA) number 10.691

Description: Standalone Instrument incorporating a Statement of Work (SOW) and Financial Plan allowing authorized forest, rangeland, and watershed restoration services under one agreement.

Authorized Activities: Only authorized forest, rangeland, and watershed restoration services are allowed under this SPA which includes activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and wildlife habit. Services not allowed under this SPA includes construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas and construction, alteration,

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repair, or replacement of public buildings or works; as well as projects in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted. Temporary roads necessary to complete restoration or improvement work are allowed. Timber Sales are not incorporated under the standalone instrument and must be executed in a SPA under a Master Good Neighbor Agreement.

Statutory Authority for Farm Bill version of Good Neighbor:

- Good Neighbor Authority (Agricultural Act). Section 8206 of Public Law 113-79, the Agricultural Act of 2014.

Information Collected: 1) Contact information; 2) Employer ID Numbers (EINs), Taxpayer Identification Numbers (TIN), Data Universal Numbering System (DUNS), & System of Award Management (SAM); 3) Project description or statement of work, such as activities to be performed, expected outcomes, or work products; 4) Financial plans (such as contribution types and amounts, EFT and billing information, list of contractors/sub recipients); and 5) Other related administrative information. Agreements must be signed by the Cooperator's designated signing official.

FS 1500-36a: Master Good Neighbor Agreement (The Farm Bill Authority) under Catalog of Federal Domestic Assistance (CFDA) number 10.691

Description: Non-Obligating master agreement incorporating the general terms and framework of the collaborative agreement citing FS 1500-NEW Supplemental Project Agreements (Non-Timber) instrument and FS 1500-NEW Supplemental Project Agreements (Timber) falling under the agreement.

Information Collected: 1) Contact information; 2) Employer ID Numbers (EINs), Taxpayer Identification Numbers (TIN), Data Universal Numbering System (DUNS), & System of Award Management (SAM); and 4) Other related administrative information. Agreements must be signed by the Cooperator's designated signing official.

FS 1500-TBD: Supplemental Project Agreements under Catalog of Federal Domestic Assistance (CFDA) No. 10.691.

Description: Obligating Good Neighbor Agreement under the master agreement incorporating specific project roles and responsibilities, statement of work(s), financial plan(s), reporting requirements, payment provisions, and other conditional provisions necessary to complete work on and off of National Forest System lands. The agreement template allows for flexibility to incorporate large, medium, and small projects under the master agreement. Timber Sales are allowed under this instrument.

Authorized Activities: Only authorized forest, rangeland, and watershed restoration services are allowed under this SPA which includes activities to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health, including fish, and

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wildlife habitat. Services not allowed under this template includes construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas and construction, alteration, repair, or replacement of public buildings or works; as well as projects in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted. Temporary roads necessary to complete restoration or improvement work are allowed.

Appendix: Supplemental Document Incorporating Timber Sale Provisions and Requirements (Timber)

Description: Appendix incorporating specific project roles and responsibilities and other conditional provisions necessary to complete timber sales on National Forest System lands. Document accompanies FS-1500-36b Supplemental Project Agreement. Any income is generated as a result of this agreement; the program income shall be applied using the additive alternative as described in 2 CFR 200.307 as implemented by USDA in 2 CFR 400.307.

Authorized Activities: Timber Sales are allowable activities when using this appendix provided that the Forest Service retains responsibility for approval of silviculture prescription and marking guides.

Information Collected: 1) Project description or statement of work, such as activities to be performed, expected outcomes, or work products; 2) Financial plans (such as contribution types and amounts, EFT and billing information, list of contractors/sub recipients); and 3) Other related administrative information related to the agreed to project or activity. Agreements must be signed by the Cooperator's designated signing official.

WATERSHED AND FOREST RESTORATION AGREEMENT

FS 1500-38: (Forest Restoration) Agreement under Catalog of Federal Domestic Assistance (CFDA) number 10.TBD.

Note: To be used when Congress provides the Forest Service authority to work on the National Forest System but does not specifically exempt the cooperative agreement from the Federal Grants and Cooperative Agreements Act, 31 U.S.C. 6301 et seq. When such an authority is authorized, the Forest Service will modify the burden estimate following OMB procedures. The proposed instrument follows the same format as the standalone FS 1500-NEW: Good Neighbor Agreement (Farm Bill).

Description: Standalone Instrument incorporating a Statement of Work (SOW) and Financial Plan allowing authorized forest, rangeland, and watershed restoration services under one agreement.

Authorized Activities: Only authorized activities with identified parties as

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outlined in the authorizing statute.

Information Collected: 1) Contact information; 2) Employer ID Numbers (EINs), Taxpayer Identification Numbers (TIN), Data Universal Numbering System (DUNS), & System of Award Management (SAM); 3) Project description or statement of work, such as activities to be performed, expected outcomes, or work products; 4) Financial plans (such as contribution types and amounts, EFT and billing information, list of contractors/sub recipients); and 5) Other related administrative information. Agreements must be signed by the Cooperator's designated signing official.

REPORTING AND ADMINISTRATION FORMS APPROVED UNDER OMB CONTROL NUMBER 0596-0217

Optional Performance Report template: Cooperators may use their own format of their choosing or may use the Cooperator Performance Report (Optional Template), FS-1500-23. State cooperators may be required to submit a project performance report on a quarterly, semiannual, or annual basis. The report will compare actual accomplishments to objectives, provide explanations if objectives are not obtained, and outline ways to correct problem situations. It may also outline objectives and timetables for the next reporting period.

Final Project Performance: The final project development report must be submitted within 90 days after project completion and include a detailed project funding and expense summary, and a summary of the project's installation/construction process, including recommendations for development of similar projects by future applicants to the program.

Modification Form and Supporting Documents

FS-1500-19: Modification Form

Description: Form used when the Forest Service and State cooperator mutually agree to modify terms and conditions of an existing agreement between the two parties. State cooperators must obtain prior Forest Service approval for any change to the costs, scope, or contractor or vendor of the approved project. Failure to obtain prior approval of any such change could result in suspension, termination, and recovery of funds. Requests for changes must be submitted in writing to the Agency.

Information Collected: Information related to changes in project description/statement of work, such as activities to be performed, expected outcomes/work products; adding/de-obligating funds; changes to terms and conditions of the agreement; other related administrative information such as updates to the financial plans.

Options for providing the information: Respondents have multiple options for responding including forms, non-forms, electronically, face-to-face, over the phone, and over the Internet. However, both the Cooperator and the Forest Service must sign the FS-1500-19, Modification Form in hardcopy, binding the parties to the bilaterally agreed to modification to the agreement or award.

Financial Format:

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FS-1500-17B: Agreements Financial Plan (Short)

Description: Used by the Forest Service, for the benefit of both parties, to express the financial terms and conditions of the proposed partnership agreement or modification. State Cooperator may use their own format or template to clearly outline the associated costs of the project or activity to be performed.

Information Collected: Collects cost estimates associated with the activities outline in the agreement and/or associated statement of work.

Options for providing the information: Respondents have multiple options for responding including forms, non-forms, electronically, face-to-face, over the phone, and over the Internet. Typically, the information will be collected via phone calls, e-mails, postal mail, and person-to-person meetings. Electronic responses are encouraged.

Statutory Authority: None.

e. How frequently will the information be collected?

State cooperators voluntarily enter into these agreements. The Forest Service or the State cooperator may initiate conversations to enter into a Good Neighbor Agreement at any time. The performance period for these agreements can range from 1 day to 10 years. Once an agreement is established, both parties will communicate frequently in the performance of the agreed to project or activity. The frequency of performance reporting information may be quarterly, semiannual, or on an annual basis depending on the complexities or circumstances of the project and mutual agreement between the parties. At any time, modifications to the agreement may be initiated by either party which will increase the amount of information collected based on the number of modifications entered into and the degree of change to the scope of the existing agreement.

f. Will the information be shared with any other organizations inside or outside USDA or the government?

Each Good Neighbor Agreements will be available to the public upon request under Freedom of Information Act and the Federal Accountability and Transparency Act or as otherwise requested in writing.

g. If this is an ongoing collection, how have the collection requirements changed over time?

This is a new information collection request. Upon OMB approval of this information collection request, the burden associated with this request will be incorporated into the renewal of OMB control number 0596-0217 at a later date.

3. Describe whether, and to what extent, the collection of information involves the use of automated, electronic, mechanical, or other technological collection techniques or other forms of information technology, e.g. permitting electronic submission of responses, and the

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basis for the decision for adopting this means of collection. Also describe any consideration of using information technology to reduce burden.

State respondents to the Forest Service's request for information collection may respond to information collection requests by either: handwritten or manually typed documentation submitted via any mail delivery service; electronic documentation submitted via internet, including emails; by electronic submission via fax; by voice over telephonic device, such as a telephone or voice over internet provider, or in person discussions with the Forest Service; or any other commonly used means of communication available to both parties. Forms may be located on a National office or region Forest Service website.

4. Describe efforts to identify duplication. Show specifically why any similar information already available cannot be used or modified for use for the purposes described in Item 2 above.

Forest service has carefully reviewed the collection for duplication. The Good Neighbor Agreement is unique to its authorizing statutes which require the development of new templates. Current Federal Financial Assistance award letters and Partnership Agreement templates cannot accommodate the requirements of the statutes as well as the flexibility necessary to accomplish collective work as authorized activities while at the same time ensure the Forest Service maintains its land stewardship responsibilities.

The collection includes a master agreement template which permits the overarching agreement to be established between a state partner and the Forest Service. Under this agreement, units from both parties may execute Supplemental Project Agreements (SPAs) which decreases duplication of information and increases consistency of project implementation. As the information collected is unique for specific projects and for specific agreements, the information collected is not available from any other source.

Furthermore, the Forest Service executes Federal assistance awards with state forestry and other state agencies. Where ever such relationships exist, the Forest Service will obtain documentation from Forest Service grant files and attach the documents as supporting documents to the Good Neighbor Agreement file. For example, the state's annual package of certificates forms, which includes the Financial Capabilities Checklist for State Government Agencies (FS-1500-22B) approved under OMB control number 0596-0217, will be attached to the Good Neighbor Agreement file so that state does not have to resign these documents.

5. If the collection of information impacts small businesses or other small entities, describe any methods used to minimize burden.

Good Neighbor Agreements may only be executed between the Forest Service and willing State agencies to carry out watershed restoration and forest management services and activities on and off of National Forest Service lands.

The Forest Service minimizes the burden to state cooperators by materially assisting in the drafting of the Good Neighbor Agreements, after both informal and formal discussions. Additionally, the Forest Service does not request the same information twice, unless a problem arises related to any previous request.

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Furthermore, the Forest Service only seeks information required to carry out the basic administrative functions and to establish the scope of the project(s) and financial plan(s) related to the agreements.

The Forest Service provides a number of customer service products available to assist the cooperator, such as a comprehensive website, which provides regulatory and policy information, forms, procedural information, etc.; points of contact with the agency, including the name, address, email, and phone number for the agreements specialist, the program manager, and other relevant project contacts; and, a toll free telephone number to the agency's budget and finance center in Albuquerque, NM, for finance related issues. The majority of our small business partners will work with the Forest Service under contracts and procurement instruments and not directly under a Good Neighbor Agreement.

6. Describe the consequence to Federal program or policy activities if the collection is not conducted or is conducted less frequently, as well as any technical or legal obstacles to reducing burden.

Without the ability to collect the information from State cooperators, the Forest Service would not be able to conduct any of the activities authorized under the Good Neighbor Authorities and instruments listed in question 2.d. The agency would not be able to develop projects, make payment, monitor projects, identify financial and accounting errors, agree to roles and responsibilities, etc. There are no technical or legal obstacles to reducing burden.

7. Explain any special circumstances that would cause an information collection to be conducted in a manner:

- **Requiring respondents to report information to the agency more often than quarterly;**

Respondents are asked to report more often than quarterly when substantive changes occur to their information, timely provide information as agreed to by both parties in an agreement, and mutually agree with the agency to enter into a modification to the original agreement.

- **Requiring respondents to prepare a written response to a collection of information in fewer than 30 days after receipt of it;**

- **Requiring respondents to submit more than an original and two copies of any document;**

- **Requiring respondents to retain records, other than health, medical, government contract, grant-in-aid, or tax records for more than three years;**

Financial records, supporting documents, and all other records pertinent to a Good Neighbor Agreement must be retained for a period of three years from the date of submission of the final expenditure report or, for agreements that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, as authorized by the Federal awarding agency. The only exceptions are the following.

1. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and

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final action taken.

2. Records for real property and equipment acquired with Federal funds shall be retained for 3 years after final disposition.

3. When records are transferred to or maintained by the Federal awarding agency, the 3-year retention requirement is not applicable to the recipient.

4. Indirect cost rate proposals, cost allocations plans, etc. as specified.

- **In connection with a statistical survey, that is not designed to produce valid and reliable results that can be generalized to the universe of study;**
- **Requiring the use of a statistical data classification that has not been reviewed and approved by OMB;**
- **That includes a pledge of confidentiality that is not supported by authority established in statute or regulation, that is not supported by disclosure and data security policies that are consistent with the pledge, or which unnecessarily impedes sharing of data with other agencies for compatible confidential use; or**
- **Requiring respondents to submit proprietary trade secret, or other confidential information unless the agency can demonstrate that it has instituted procedures to protect the information's confidentiality to the extent permitted by law.**

There are no other special circumstances. The collection of information is conducted in a manner consistent with the guidelines in 5 CFR 1320.6.

- 8. If applicable, provide a copy and identify the date and page number of publication in the Federal Register of the agency's notice, required by 5 CFR 1320.8 (d), soliciting comments on the information collection prior to submission to OMB. Summarize public comments received in response to that notice and describe actions taken by the agency in response to these comments. Specifically address comments received on cost and hour burden.**

The Federal Register 60-day Notice for this new information collection was published on December 09, 2014, Vol. 79, No. 236 page 73026 -73027. The Forest Service received multiple comments both formal (e.g. letters) and informal (e.g. questions from both internal Forest Service and external non-Federal entities during presentations of the new authorities).

Comments not specifically addressing costs and hour burden are summarized in Appendix B which may be found in the supporting documents. Summary of comments related to cost and hour burden are as follows:

Comment: Is the estimate of an annual burden of 1 to 4 hours per state would be the time needed to complete an annual report as required by the draft GNA agreements? Can you tell me where I could find the details related to that reporting requirement?

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Response: The 1 to 4 hour estimate is not exclusively associated to reporting requirements but in regards to the annual burden associated with information collections related to a Good Neighbor Agreement. As the proposed Good Neighbor Agreements are most similar to the Forest Service's partnership agreements, which are currently approved under OMB control number 0596-0217, the Forest Service averages the burden on the public to be consistent with the burden estimate of partnership agreements which is currently 4 hours per instrument. Partnership agreements allow for both the Forest Service and the non-Federal entity to work together and complete necessary documents such as the financial plan and statement of work.

Comment: Can you tell me what "this collection of information" would include and is it only related to the annual reporting requirement by each state?

Response: To negotiate, execute, and administer a Good Neighbor Agreement, the U.S. Forest Service must collect both financial and project specific information from willing State cooperators from the pre-agreement, administration, and closeout of the agreement. The proposed instruments collect information familiar to state grants and agreement staff such as statements of work, expected outcomes, financial plans (including contribution types, billing info, list of contractors), and other similar info. The Forest Service and each willing state will agree to suitable performance reporting depending on the needs and requirement of the agreed to project or activity. State cooperators may be required as mutually agreed to submit a project performance report on a quarterly, semiannual, or annual basis. A final project report is also required.

Comment: The Forest Service invites comment on the accuracy of the Agency's estimate of the burden of the collection of information, including the validity of the methodology and assumptions used. Similar to my second question, is this question only related to the annual reporting requirement of states or does the estimate of burden include collection of information from the pre-agreement to the close-out stage?

Response: The question is related to the collection of information from preagreement to the close-out stage. The proposed burden associated with the Good Neighbor Agreements is based on the Forest Service experience working with partnership agreements. The Agency estimates the average burden on states to be consistent with the burden estimate of partnership agreements which is currently 4 hours per instrument. Some large projects will require more time to develop while smaller projects will require less time. Because this is a new collection, the Forest Service does not have data to support whether the authorities will be used for small projects or for much larger projects which is why it is using currently approved burden estimate for its partnership agreements.

Describe efforts to consult with persons outside the agency to obtain their views on the availability of data, frequency of collection, the clarity of instructions and record keeping, disclosure, or reporting format (if any), and on the data elements to be recorded, disclosed, or

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reported.

Consultation with representatives of those from whom information is to be obtained or those who must compile records should occur at least once every 3 years even if the collection of information activity is the same as in prior periods. There may be circumstances that may preclude consultation in a specific situation. These circumstances should be explained.

1. Learning Session with the State of Colorado and Utah: Forest Service leadership organized and held a presentation and round-table discussion with the State of Utah and the State of Colorado to learn from their experiences with the Good Neighbor pilots in Utah and Colorado. The discussion was held via video conference on September 15th, 2015.

The states stressed the following points:

- Ability to bring resources to the table in the form of in-kind and non-cash contributions, but matching would not be a requirement.
- Ability for the state to follow their own procurement process
- Ability for the state to work collaboratively with the FS on and off of National Forest land
- Ability to fund restoration work from timber receipts
- Flexible and uncomplicated instruments which reduce the burden of administering agreed-upon activities

In response and utilizing lessons learned from the two Good Neighbor pilot authorities, the Forest Service developed instruments which:

- Incorporate partnership elements and Federal Assistance regulations.
- Incorporate elements of partnership agreements i.e. collaborative approach without a matching requirement.
- Ensures that the Forest Service maintains its land management and NEPA decision making responsibilities.
- Incorporates grant regulations as a regulatory framework e.g., states follow their own procurement policies for sub-contracts and sub-awards.
- Allows timber receipts to fund restoration work

2. State Foresters and Forest Service Personnel Webinars: The National Forest Foundation in cooperation with the Forest Service hosted two internal Forest Service personnel webinars (12/9/2014 and 1/15/2015) and two external webinars with State forester agencies (12/11/2014 and 1/23/2015) to provide an overview of the authorities, the mechanism for implementation (cooperative agreements), and discuss where, when, and what type of projects might be most effective to implement this authority. Summary of questions asked in the webinars can be found in the above summary of comments received.

3. Forest Service Good Neighbor Authority Website: Outward facing website providing the public information regarding the Good Neighbor Authority which allows the Forest Service to enter into cooperative agreements or contracts with States and Puerto Rico to allow the States to perform watershed

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restoration and forest management services on and off National Forest System (NFS) lands. Link: www.fs.fed.us/farmbill/gna.shtml

9. Explain any decision to provide any payment or gift to respondents, other than re-enumeration of contractors or grantees.

No financial incentive, payment or gift, will be provided to respondents.

10. Describe any assurance of confidentiality provided to respondents and the basis for the assurance in statute, regulation, or agency policy.

Good Neighbor Authority (Agricultural Act), Section 8206 of Public Law 113-79, the Agricultural Act of 2014, states that each good neighbor agreement must be available to the public.

11. Provide additional justification for any questions of a sensitive nature, such as sexual behavior or attitudes, religious beliefs, and other matters that are commonly considered private. This justification should include the reasons why the agency considers the questions necessary, the specific uses to be made of the information, the explanation to be given to persons from whom the information is requested, and any steps to be taken to obtain their consent.

There are no questions of a sensitive nature, such as those pertaining to sexual behavior, attitudes, religious beliefs, or other matters commonly considered private.

12. Provide estimates of the hour burden of the collection of information. Indicate the number of respondents, frequency of response, annual hour burden, and an explanation of how the burden was estimated.

Table 1: Estimated Reporting

BURDEN ESTIMATE	NUMBER OF RESPONDENTS	RESPONSES PER RESPONDENT	TOTAL NUMBER OF RESPONSES	AVERAGE HOURS PER RESPONSE *	TOTAL ANNUAL BURDEN HOURS
State Government: Creating/developing, maintaining/processing, reviewing, and closing-out physical/electronic file(s), including all related administrative actions associated with the project(s)	51	3.25	166	1.60	266
Totals:	51	---	166	--	266

*Includes development of statement of work, project narrative, certification documents, reviewing grant or agreement, and other documents necessary to accept and spend Federal funds. Please see attached Appendix A, Burden Estimate and Form Descriptions for the estimate of public burden. Figures may not calculate due to rounding.

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- **Record keeping burden should be addressed separately and should include columns for:**
 - a) **Description of record keeping activity:** See [table entry](#)
 - b) **Number of record keepers:** See [table entry](#)
 - c) **Annual hours per record keeper:** See [table entry](#)
 - d) **Total annual record keeping hours (columns b x c):** See [table entry](#)

Table 2: Estimated Recording Keeping Activity (Based on an initial 35 agreements).

DESCRIPTION OF RECORD KEEPING ACTIVITY	NUMBER OF RECORD KEEPERS	NUMBER OF RESPONSES PER RECORD KEEPER	TOTAL NUMBER OF RESPONSES	ANNUAL HOURS PER RECORD KEEPER	TOTAL ANNUAL RECORD KEEPING HOURS
State Government: Creating/developing, maintaining/processing, reviewing, and closing-out physical/electronic file(s), including all related administrative actions associated with the project(s)	51	1	51	1.00	51
Totals:		---	51	--	51

- **Provide estimates of annualized cost to respondents for the hour burdens for collections of information, identifying and using appropriate wage rate categories.**

Table 3: Estimated Annualized Cost to Respondents (Based on an initial 35 agreements).

DESCRIPTION OF ACTIVITY	ESTIMATED TOTAL RESPONSES	ESTIMATED TOTAL ANNUAL BURDEN ON RESPONDENTS (HRS)	ESTIMATED AVERAGE COST PER HOUR*	ESTIMATED COST TO RESPONDENTS**
State Government: Creating/developing, maintaining/processing, reviewing, and closing-out physical/electronic file(s), including all related administrative actions associated with the project(s)	51	266	\$47.00	\$12,490

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Totals:	--	266	\$47	\$12,490
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* Department of Labor, Occupational Employment and Wages, May 2013 (Business Operations Specialist, mean hourly wage \$34.42). Reference Link: <http://www.bls.gov/oes/current/oes131199.htm>.

** Mean \$34.42 / hr wage is multiplied by 36.25% per OMB Memorandum M-08-13 for a total hourly wage of \$46.90 rounded to \$47. A total of 239 hours multiplied by \$47/hr. = \$12,490.

*** Note that the estimated costs to the recipient are typically allowable cost to the agreement authorized by the applicable cost principle and charged either as an indirect or a direct cost.

13. Provide estimates of the total annual cost burden to respondents or record keepers resulting from the collection of information, (do not include the cost of any hour burden shown in items 12 and 14). The cost estimates should be split into two components: (a) a total capital and start-up cost component annualized over its expected useful life; and (b) a total operation and maintenance and purchase of services component.

There are no capital/start-up or ongoing operation/maintenance costs associated with this information collection.

14. Provide estimates of annualized cost to the Federal government. Provide a description of the method used to estimate cost and any other expense that would not have been incurred without this collection of information.

The response to this question covers the actual costs the agency will incur as a result of implementing the information collection. The estimate should cover the entire life cycle of the collection and include costs, if applicable, for:

Employee labor and materials for developing, printing, storing forms

Employee labor and materials for developing computer systems, screens, or reports to support the collection

Employee travel costs

Cost of contractor services or other reimbursements to individuals or organizations assisting in the collection of information

Employee labor and materials for collecting the information

Employee labor and materials for analyzing, evaluating, summarizing, and/or reporting on the collected information

Table - 4: Estimates of Annualized Cost to the Federal Government

Cost Category	Estimated Costs	Methodology
Employee labor and materials for developing, printing,	\$3,078.00	25 people x \$38.00/hr ² x 3 hrs work/person x

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storing forms		1.08 ³ indirect rate= \$3,078.00
Employee labor and materials for collecting the information	\$6,156.00	100 program managers/grants & agreements specialists (avg. of one person/instrument) x \$38.00/hr ² x 1.5 hrs/instrument = \$5,700.00 Sub total x 1.08% ³ burden rate= \$6,156.00 Total
Employee labor and materials for analyzing, evaluating, summarizing, and/or reporting on the collected information	\$10,260.00	100 program managers/grants & agreements specialists (avg. of one person/instrument) x \$38.00/hr ² x 2.5 hours/instrument = \$9,500.00 Subtotal. x 1.08 ³ burden rate= \$10,260.00 Total
Totals⁴:	\$19,500.00	<i>Figures may not calculate due to rounding.</i>

¹ This amount covers the entire life cycle; however, these costs are the initial startup costs. Other cumulative costs and materials are included in the agency burden rate (2014) of 8% associated with routine employee labor costs.

² GS-11, Step 1, average position, based on OPM 2015 GS Pay Scale based on the OMB Memorandum M-08-13, hr. wage with benefits = \$38.23/hr rounded to \$38.

³ Forest Service national burden rate of 8% (2014).

⁴ The computer system already existed for Federal Financial Assistance. Additional costs and materials are included in the agency burden rate (2014) of 8% associated with routine employee labor costs.

15. Explain the reasons for any program changes or adjustments reported in items 13 or 14 of OMB form 83-I.

This is a new information collection.

16. For collections of information whose results are planned to be published, outline plans for tabulation and publication.

Results of this information collection will not be published.

17. If seeking approval to not display the expiration date for OMB approval of the information collection, explain the reasons that display would be inappropriate.

Paperwork Reduction Act, 44 USC 3512(a)(1), as implemented at 5 CFR

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1320.6(a)(1) states that agency-specific forms must be approved by OMB and display the OMB control number to be binding on our partners. Since Forest Service specific agreements may last up to 10 years the Forest Service requests that the expiration date not be included on OMB approved Good Neighbor Agreement templates incorporated under this information collection. The Agency's concern is that its State cooperators may believe that the agreements are no longer binding on both parties beyond the OMB expiration date. Alternatively, if the OMB expiration date must be included on all of the agency-specific agreements, we suggest that modifying all Agency-specific agreements with our partners upon renewal of this information collection may be excessively burdensome on state agencies.

18. Explain each exception to the certification statement identified in item 19, "Certification Requirement for Paperwork Reduction Act."

There are no exceptions to the certification statement.

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APPENDIX A

See Supporting Documents for Annual Burden and Reporting Estimates.

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APPENDIX B

GOOD NEIGHBOR AGREEMENT QUESTIONS AND COMMENTS

General Questions

Question: How does GNA relate to the Wyden Authority?

Answer: Good Neighbor Authority (GNA) is completely unrelated to the Wyden Authority. In a nutshell, Wyden Amendment allows the Forest Service to spend funding appropriated for management of National Forest System (NFS) lands off NFS lands if there is a benefit to the NFS lands within a watershed, in partnership with any entity type. GNA is a tool for the Forest Service to complete work on NFS lands (primarily) with a State agency.

Question: Does the requirement to be on state and/or private lands (adjacency) come from both the Farm Bill and the Appropriations Act?

Question: How important is adjacency in the agreements? (There is reference to this in the descriptions of the agreements on the Forest Service website)

Answer: Adjacency is required for activities performed under the Appropriations version of GNA. It is not a requirement of the Farm Bill version of GNA.

Question: Can GNA be used in designated Roadless Areas that are adjacent to private lands?

Answer: No, both authorities specifically exclude work in designated roadless areas.

Question: Would we need a different Master GNA Agreement with each state agency or could we have one with the State as a whole perhaps signed by the Governor?

Answer: Technically, there could be a single Master GNA signed by the Governor that would apply to all eligible State agencies. Functionally, it may be very difficult to manage communication and coordination. The recommendation is to have a Master GNA with each agency that the Forest Service chooses to partner with.

Question: Is work like culvert replacement considered road construction? If we are doing it to improve watershed and fish habitat does it fit under the Farm Bill?

Answer: Culvert replacement, when performed to repair existing roads, is not authorized under the Farm Bill because the authority excludes work on roads. It is an allowable activity that could be performed using the Appropriations Act version of GNA.

Question: Is there a separate financial plan being developed for GNA?

Answer: No, the FS-1500-17B: Agreements Financial Plan (Short) approved under

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OMB 0596-0217 may be used to outline the cost elements.

Question: Is there a 5-year (or other time frame) duration limit on a master GNA or SPA?

Answer: The Forest Service is still assessing whether or not agreements should be allowed to be up to 10 years similar to stewardship agreements.

Question: Is this authority reciprocal? Can the state pay us to do work on State land?

Answer: No, this is not reciprocal. Depending on the situation, there are other authorities that do allow for the Forest Service to perform work on behalf of the State. These should be evaluated on a case by case basis in coordination with the local Forest Service Grants & Agreements (G&A) Specialist.

Question: Could this authority be used to allow State agencies the ability to complete emergency watershed stabilization work?

Answer: Emergency watershed stabilization work is a great example of work that may be performed under GNA.

Question: I believe I read somewhere that a Forest had lost a key member of their ID Team on a major project (this person being a wildlife biologist), and the Forest was able to enter into GNA with the state to pick up the services of one of their wildlife biologists for a time. Is this applicable to/possible under GNA?

Answer: This is a terrific example of work that may be performed under GNA.

Question: Does this cover burning on NFS?

Answer: It may, however there may be other instruments that better cover this activity.

Question: For colleagues who tell you that this is simply the federal government allowing the states to do our work, what is an appropriate response?

Answer: The Good Neighbor Authority (among other things):

- Provides the ability to work across jurisdictional boundaries and treat the landscape in a mixed ownership setting
- Fosters a collaborative approach to address land management challenges
- Provides the ability to leverage state resources to increase capacity to accomplish work on National Forest System lands
- Provides the opportunity to strengthen the Federal/State partnership

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Question: Has the appropriations committee funded this authority?

Question: Is there any thoughts on how this authority would be funded, particularly for projects that are not projected to generate excess receipts? Is there going to be a pool of money from the WO, or would the regions/forest have to fund projects from the Forest Service side?

Answer: Congress did not specifically target appropriations to implement GNA projects. Projects will be funded through appropriations made for the type of work performed.

Question: When can the authorities begin to be used?

Answer: Once the templates have been cleared by the Office of Management and Budget (OMB), agreements can be entered into under GNA. Once approved, the Forest Service can utilize the agreement templates to enter into Good Neighbor Agreements nationwide and Puerto Rico.

Question: When will the Forest Service handbook and Forest Service manual be available for GNA? Will it be similar to stewardship? What code will it be organized under?

Answer: The GNA policy and guidance in Grants & Agreements and Forest Management are being drafted and development now.

Question: Where can we easily find a copy of the GNA authorities?

Answer:

- 2014 Agricultural Act (Farm Bill) authority:
<https://www.govtrack.us/congress/bills/113/hr2642/text> (Good Neighbor Authority is found in Sec. 8206)
- Appropriations Act authority:
<https://www.govtrack.us/congress/bills/113/hr3547/text> (Good Neighbor Authority is found in Sec. 417)

Question: How are the rates for this work determined? For example, if the state agency performs timber marking for the national forest, is the state paid on a per acre basis or per unit or...?

Answer: During the collaboration process to develop project agreements, the state and Forest Service need to agree to reasonable costs for planned activities. It will

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be up to the parties of the agreement to determine what unit of measure is used for payment, including reimbursement of actual costs to the state.

Question: How does Rx fire play into the discussion of GNA?

Answer: While prescribed fire may be an approved activity under GNA, there may be better instruments in place to cover that activity.

Question: If state and private funds cannot be used on federal forest lands, doesn't that essentially mean that all the activities on Federal forest land must be funded with timber sale money?

Answer: No, activities on NFS lands should be funded with appropriated dollars for the specific type of work performed.

Question: The Forest Service invites comment on several questions, one being (1) Whether or not this collection of information is necessary for the stated purposes and the proper performance of the functions of the Agency, including whether the information will have practical or scientific utility. Can you tell me what "this collection of information" would include and is it only related to the annual reporting requirement by each state?

Answer: To negotiate, execute, and administer a Good Neighbor Agreement, the U.S. Forest Service must collect both financial and project specific information from willing State cooperators from the pre-agreement, administration, and closeout of the agreement. The proposed instruments collect information familiar to state grants and agreement staff such as statements of work, expected outcomes, financial plans (including contribution types, billing info, list of contractors), and other similar info. The Forest Service and each willing state will agree to suitable performance reporting depending on the needs and requirement of the agreed to project or activity. State cooperators may be required as mutually agreed to submit a project performance report on a quarterly, semiannual, or annual basis. A final project report is also required.

Question: The Forest Service also invites comment on (2) The accuracy of the Agency's estimate of the burden of the collection of information, including the validity of the methodology and assumptions used. Similar to my second question, is this question only related to the annual reporting requirement of states or does the estimate of burden include collection of information from the pre-agreement to the close-out stage?

Answer: The question is related to the collection of information from pre-agreement to the close-out stage. The proposed burden associated with the Good Neighbor Agreements were based on our experience working with partnership agreements. We estimate the average burden on states to be consistent with the

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burden estimate of partnership agreements which is currently 4 hours per instrument...some large projects will require more time to develop while smaller projects will require less. Because this is a new collection, we do not have data to support whether the authorities will be used for small projects or for much larger projects which is why it is using currently approved burden estimate for its partnership agreements. We look forward to receiving comments from states regarding the estimated burden.

Question: If you have a project which contains any road construction or reconstruction on specified roads, you would have to use an agreement under the Appropriations Bill version of GNA. So, in essence you could have two different agreements associated with one project, both a Farm Bill GNA agreement and an Appropriations Bill agreement.

Answer: Yes.

Question: Assuming the process would be to have a yearly master agreement with the state and then each activity has a supplemental agreement, can the master be a less detailed "blanket" agreement?

Answer: The Master Agreement should cover a span of 5 years to allow for multi-year projects through an SPA. The Forest Service is still assessing whether or not agreements should be allowed to be up to 10 years similar to stewardship agreements. The Master Agreement carries all of the provisions that are required for any agreement while the SPA has only the project specific information, along with contacts and payment information.

Question: Are the templates open to feedback based on comments received?

Question: Some of the templates talked about a proposal. Will there be a proposal process similar to stewardship?

Answer: The templates will be modified based on comments received and general editing. The Technical Proposal provision has been removed and replaced with a general Joint Scope of Work provision that is more fitting to activities under GNA.

Question: I have a request from a State to assume maintenance responsibility on a Forest Service Road. No funding has been addressed. Would a GNA agreement be appropriate in this case?

Answer: This work may be performed under the Appropriations version of GNA if similar work is being performed by the state forestry agency on lands adjacent to the NFS project area.

Question: Is there a mechanism for startup cost? Can the state receive funding from the Forest Service to set up an initial project?

Question: How does GNA address projects or activities (such as fuels reduction) where timber sale receipts will not likely cover the costs of the treatment? Does GNA provide for federal funds to cover the difference, and if so - what will be the

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likely types/sources of funds that would be used?

Answer: Work under a GNA agreement may be directly funded by the Forest Service using appropriated funds that are designated for the work to be performed. For example, wildlife surveys should be paid for with funding designated for wildlife management.

Question: Will this change the existing GNA authorities in Colorado and Utah?

Answer: The GNA authorities have both expired and are replaced by the permanent authority in the Farm Bill, and the shorter-term authority provided in the 2014 Appropriations Act.

Question: In master GNA agreement, under section IV, F. Program Income, what is the "additive approach" for applying program income generated as a result of the agreement vs. the deductive alternative?

Answer: Using the additive approach for Program Income allows the income to be used "in addition" to any other funding that is provided by the Forest Service to complete the work described in the agreement. If we do not identify an alternative for use of program income, the deductive alternative applies and program income must be used in place of any other Federal funding that is contributed to the project.

Question: What overhead policies will apply?

Answer: Overhead will be identified and addressed in the agreement following the regulations in 2 CFR part 200 as implemented by U.S. Department of Agriculture in 2 CFR part 400.

Question: Would you recommend that a State signs an agreement absent any pending activity in anticipation of being a participant in the future? Why would the state want to sign an agreement prior to having a project in the hopper?

Answer: If a Master Agreement is in place, even if there is no anticipated activity, both the state and the Forest Service are in a good position to easily take advantage of opportunities that may arise. Additionally, it may be valuable to identify potential projects that may be unfunded so that if funding becomes available, both parties are well positioned to take advantage of the opportunity.

Cooperator Related Questions

Question: Any other units of government that we can enter into GNA agreements with (tribal, county)?

Question: Can counties be considered agents of the state?

Question: Is there any ability to use these templates at the county level, say with

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supplemental agreements under statewide master agreement?

Answer: No, the Forest Service can only partner with State agencies. The Farm Bill allows the Forest Service to work with the Governor of an affected state, meaning any appropriate state agency. The Appropriations version of GNA further limits the agreement to state forestry agencies. While the Forest Service is only authorized to enter into agreement with states, the states can establish a contractual relationship (e.g. subaward or subcontract) with a third-party.

Counties may not be considered agents of the state, as far as entering into GNA agreements. A State may have a county perform work through a subcontract or subaward arrangement.

Question: To confirm these mechanisms can be used by Department of Interior & Agriculture?

Question: DOI US Fish and Wildlife lands are excluded from GNA?

Answer: The Agricultural Act of 2014 (Farm Bill) authorizes the Secretary of Agriculture (with respect to National Forest System Land) and the Secretary of Interior (with respect to Bureau of Land Management land) to enter into agreements with states to carry out authorized restoration services. The authority does not extend to lands managed by the US Fish and Wildlife Service.

Question: Are agreements directly with individual or cohorts of National Forests?

Question: Please clarify at what agency level approval is needed for the supplemental agreement?

Question: Do we need a separate agreement between the RF and each state agency?

Question: Can a Forest Supervisor enter into a GNA agreement with the Governor of an adjoining State?

Answer: The Forest Service goal is to make entering into GNA agreements as flexible and seamless as possible. As Forest Service regions differ in the number of states that are contained in a region and the number of national forests and grasslands in a state, the guidance that is being developed needs to be flexibility to address situations where there is a single National Forest that sits entirely within the boundaries of a state, a National Forest which crosses state boundaries, and a state with multiple National Forests to sign agreements encompassing all the National Forests in the state.

Question: Which state agencies are eligible to use GNA with us?

Answer: Under the Farm Bill version of GNA, the Forest Service can enter into a GNA agreement with any state agency, including state forestry agencies, that has the authority to perform the type of work contemplated. For example, the State Bureau of Mines may be the cooperator for a project to clean up abandoned mine

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sites on NFS lands. The Appropriations version of GNA limits agreements to state forestry agencies.

Question: Can you clarify what role the state and a third party, such as a non-profit organization, would have under GNA? Or stated another way, how can non-state actors work with states to perform work under the GNA on state or private lands?

Answer: A non-state entity may participate in a GNA covered activity through a sub-contract or third party relationship with the state. The relationship of the third party is to the state, not the Forest Service.

The National Environmental Policy Act (NEPA) Related Questions

Question: Under GNA could the State do a project from NEPA thru implementation? Or does NEPA stay with FS?

Answer: The NEPA decision is the responsibility of the Forest Service, and both versions of the authority are very clear on that. A state may perform the NEPA work as long as the decision remains with the appropriate Forest Service official.

Question: Can we also use GNA to allow the State to pay for NEPA and restoration work on NFS lands?

Answer: Yes, the State may contribute work under a GNA agreement.

Question: To make best use of these authorities, it sounds like NEPA decisions for projects that will be worked on should already be completed prior to entering into an agreement. Correct?

Answer: Ideally, the NEPA work and decision should be complete prior to entering into an agreement; however, NEPA work may be completed in partnership with the State under a GNA agreement. The NEPA decision rests with the responsible Forest Service official. In the interest of timelines, accountability, and project success, NEPA and project implementation, including timber sales, should typically be implemented using separate project agreements.

Question: What is the state's liability in any potential lawsuits alleging a violation of the terms of an NEPA decision/litigation?

Answer: The Forest Service assumes liability for defending the NEPA decision.

Question: Can you discuss again how you see the NEPA process working with the GNA? What opportunities, if any, do you think GNA creates, as it relates to NEPA, to

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increase the pace and scale of restoration?

Answer: GNA would allow a State or their subcontractors to provide NEPA planning services such as resource specialists and inventory services.

Forest Service State and Private Forestry (S&PF)/Cooperative Forestry Related Questions

Question: Do we need to worry about the S&PF grant money that States receive -- can it be combined with a GNA project?

Answer: The S&PF grant money should not be used to perform work on NFS lands, as it is appropriated for work on non-Federal lands. A State might use those funds to do work off NFS lands in coordination with work performed on (and funded by) NFS. One exception to this may be funds that are appropriated through S&PF for Forest Health work on NFS lands.

Question: Can S&PF and NFS fund codes be mixed in the GNA templates developed?

Answer: Only in limited circumstances, Forest Health for example.

Question: Can national forests use pest suppression funds on adjacent non-federal lands.

Answer: In this case, the Forest Service needs to go back to the funds that are being used and what is an appropriate use of those funds as described in the Appropriation Use Handbook, Forest Service handbook (FSH) 6509.11g, Chapter 20. Section 22.1 covers SPFH, and it's pretty clear that those funds are for use on NFS lands. We have other forest health funds, SPCH, for use off NFS lands.

We can use SPFH funds under the Good Neighbor Farm Bill authority as long as the use is for the benefit of NFS. Examples might include an agreement with the State to do aerial detection flights. The Forest Service could use SPFH to reimburse them for the NFS portions of the flights. It is the same thing for surveys on NFS lands, or any other activity that can be funded with SPFH. So while the authority may allow us to do some work off NFS lands, we always have to go back and make sure that the funds allow for that work as well.

Question: Can a state use staff whose positions are funded using federal grant funds to perform work on federal lands?

Answer: No. The grant funds are specifically appropriated and awarded for work on state and private lands.

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Timber Removal Related Questions

Question: Do we have a Fund established by Treasury for the receipts from product value that will pay for service work?

Answer: Timber receipts, up to appraised value, will be returned to the Forest Service to fund required distributions for NFF, KV, BD, and SSF trust funds.

Question: Will the commercial product, volume and value be reported through our NRM TIM and ATSA systems for PAS? Or solely handled by G&A?

Answer: Commercial product, volume and value will be reported through NRM TIM and ATSA systems for PAS.

Question: Can the Forest Service simply award some timber sales to a State agency and let them bid it out for award and do all the prep and administration work?

Answer: Yes, the Forest Service may use agreements or contracts with state forestry agencies to provide funding for their employees to complete authorized forest, rangeland, and watershed restoration services including timber sale preparation and administration activities. Under a GNA agreement, the state may act as an agent of the US government to sell timber on our behalf.

Question: Will the states define rules in the master agreement for timber sale prep and sale or will each project define work?

Answer: Master agreements will contain the general terms and framework that establish the relationship between the State and Forest Service. If the State and Forest Service feel it is advantageous to define certain rules as universal under the Master Agreement, they are not prohibited from doing so. Project-specific roles, responsibilities, and statement of work will be identified in Supplemental Project Agreements under the master agreement.

Question: Will there be a priority to use of receipts from sale of products? For example would the FS require receipts cover KV needs before it funded the State or service items?

Answer: Timber receipts up to appraised value will first go to meet the required minimum distribution to the National Forest Fund (NFF), followed by any deposits to the Brush Disposal Fund (BD), Salvage Sale Fund (SSF) or Knutson-Vandenberg (KV) Fund identified on approved collection plans, and lastly to Treasury. If the State sells the timber at rates higher than the appraised value, the difference will be held and managed by the state as program income used to complete work under the terms of the GNA agreement.

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Question: If the state administers the timber sale are they required to administer the timber sale under the same provisions in the NF timber sale contract? Also is the state responsible for damage caused by the logger?

Answer: The state contract is not required to include the same provisions as a National Forest timber sale contract. However, the state contract, once approved by the Forest Service, must provide a level of protection for resources, permitted uses, timber accountability, and payment responsibility to satisfy requirements of NEPA and other regulations according to information provided by the Forest Service for a project. Appendix of the Supplemental Project Agreement includes a checklist of potential contract clauses that will limit risk to both the State and the Forest Service from the actions of the logger.

Question: Are we going to use Fire Liability lesson learned from our Stewardship Agreements and get that into these agreements so the State is not liable for a fire starting on their timber sale area.

Answer: Fire precautions and control will meet requirements of the state offering the timber sale contract, but may not release the purchaser from liability due to negligence. Depending on the state's contract, both the state and Federal government may share some risk due to purchaser's operations.

Question: Are States required to comply with the Code of Federal Regulations associated with timber disposal on NFS?

Answer: State timber sale contracts will have to comply with federal regulations for disposal of timber. The Farm Bill version of GNA specifically exempted only subparts (d) and (g) of section 14 of NFMA for timber sales. All other Federal regulations still apply.

Question: What is the process of accomplishing reforestation work (KV)? Would we just draft a normal plan and include that in the agreement? Or is there a way to capture those funds to do that work with a different contract?

Answer: Reforestation work could be completed as part of the GNA agreement or it could be captured in a 2400-50 K-V plan. K-V funding could also be used to fund the state's work (using the state's labor or a subcontract).

Question: Would tree planting be an example of project work after a timber sale?

Answer: Tree planting is one example of project work that may be completed after a timber sale. Tree planting may also be a funded restoration activity under a GNA agreement that is not associated with a timber sale, such as that following a wildfire.

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Question: Is there anything allowable in a KV Sale Area Improvement Plan that would not be allowed under this authority? Also are there activities that are not allowable in a SAI that cannot be done under these authorities? Anything this is allowable under a SAI Plan that is not allowable under these authorities.

Answer: Timber receipts may be collected for any allowable K-V activities as described in FSH 2409.19 chapter 10. Any K-V activities that are authorized forest, rangeland, and watershed restoration services as described in the legislation are allowable. If road maintenance is performed under GNA using K-V funds, it would require an agreement using the Appropriations Act version of GNA.

Question: What is the difference between sale area and analysis area boundaries - or the contract area boundary?

Answer: Analysis area boundary is the area analyzed under NEPA for project implementation. It may include multiple project areas. Sale area boundary is the boundary which contains all harvest units of a timber sale. This boundary typically extends no more than ¼ mile from harvest unit boundaries. Contract area boundary, also called a project area boundary, includes all project work, including timber sales, to be completed by the State or its contractors. A Good Neighbor project area could be equivalent to any of those, depending on the work to be completed in the GNA agreement.

Question: Can the timber receipts be used for restoration on non U.S. Forest Service lands?

Answer: Timber receipts must be spent on restoration activities on National Forest System lands only. Program income may be spent on any activities on or off National Forest System lands that are included in the scope of work for the agreement.

Question: Does the State Silviculturist have to be FS certified?

Answer: No, but all silviculture prescriptions and marking guides must be approved by the Forest Service if not provided by the Forest Service.

Question: Do the silviculture methods have to be the same or do they simply need to accomplish the same outcomes?

Answer: Silvicultural methods selected must achieve the objectives as analyzed in the project NEPA decision as well as the Forest's Land and Resource Management Plan and be approved by the Forest Service.

Question: Can we use our existing timber cruising and appraisal processes when preparing a timber sale?

Answer: States may be able to use their existing timber cruising and appraisal

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processes to prepare timber sales. This will need to be evaluated and agreed on at the project level. However, the procedures must ensure the timber sale meets federal regulations for determining fair market value, minimum rates, and accountability.

Question: Are costs "repaid" before the 25% funds are pulled off, or are these from "net receipts"?

Answer: Project costs may be paid using funds from appropriated, trust fund, or permanent funds or using program income from the sale of timber. In either case, timber receipts up to appraised value must go to pay required deposits to NFF, KV, BD, and SSF.

Question: Can the Supplemental Agreement and Appendix E be written to address multiple forest treatments (timber sales) on multiple sites (say over the geography of the entire Huron-Manistee NF) over a defined period of time?

Answer: A Supplemental Project Agreement (SPA) may be as simple or as complex as necessary to meet the project objectives. While it may be possible to include multiple timber sales in a single SPA, we recommend keeping them as simple as practicable to ensure success of project administration, implementation, and accountability.

Question: Can the Supplemental Agreement (Timber) and Appendix E be written to address multiple National Forests in one agreement, or would a separate supplemental agreement be required for each NF?

Answer: While it is possible, any benefits of doing so should be weighed against potential drawbacks resulting from project design, timing, funding, reporting or other factors that may favor creating separate projects.

Question: Finally, I presume that under the auspices of the Master Agreement, the Supplemental Agreement (Timber) and Appendix E would periodically (every one-two years) be revised to address additional/new forest treatments - correct?

Answer: Supplemental Project Agreements (SPA) will require periodic review. Project implementation will be monitored and evaluated against milestones in the Statement of Work from the SPA at least annually to ensure performance goals are being met. Modifications to the SPA and appendices can be performed with agreement from both parties. New or additional forest treatments outside the scope of the original statement of work will require a separate SPA, including associated appendices.

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Question: In Section II of the GNA SPA (Timber), the template includes language regarding state payment (to the Forest Service) in advance of cutting for all timber that is to be cut. In Section B4.212 of Appendix E, Timber Removal Requirements, it reads that the purchaser agrees to make cash deposits in advance of cutting of timber. My first question is to confirm the Timber SPA requires the state to provide the funds for the estimated volume/value of the timber to be cut in advance of the project. Is that correct?

Answer: As it applies to payments for timber, "State" refers to either the state or its purchaser of the timber. How payment is handled may vary across states and/or projects, but the key requirement is the Forest Service must either be paid in advance of cutting or have some type of payment guarantee. Payments or payment guarantees may pass through the State from the purchaser or pass directly to the Forest Service from the purchaser. It is not our expectation that the State make direct payments for timber sold to a third party.

Question: Can you clarify whether the advance of funds equal to the applicable charges for estimated timber to cut is a payment or a deposit? The template references a payment when Appendix E references cash deposits in such amounts that the Timber Sale Account will maintain an unobligated balance. Further, at what time does the balance become obligated and what if the amount realized for the timber cut differs from the previous unobligated balance?

Answer: The Forest Service bills for deposits in advance of cutting. The amount of deposit depends on sale type and operating plans. Timber is reported cut and removed (or scaled) on a monthly basis. If advance deposits are made in cash, the cash value of that reported timber is obligated from those deposits each month and new bills are generated as necessary. If a payment bond is used, that bond would cover the value of advance deposits. Then, instead of obligating funds from the deposits on a monthly basis, the Forest Service would bill for payment on a monthly basis for the value of timber after it is reported cut and removed (or scaled).

Question: Can you clarify the use of a security bond in place of the advance payment/deposit and what would be required from the state financially in advance of harvesting timber? Further, would the use of a security bond be unique to Good Neighbor Agreements or is this required for all Forest Service Timber Sale Contracts (performance bond)?

Answer: A security bond may be used instead of cash to ensure timber will be paid for in advance of cutting. The bond may be provided by the third party purchaser or the state. The payment guarantee is not drawn upon unless the purchaser fails to pay for timber after being billed. A performance bond is separate from a payment bond and may be required to protect the Forest Service (and/or the State) in the event other contract requirements are not met and the Forest Service or State has to complete work the purchaser was obligated to do.

Question: Subsections (d) and (g) of NFMA do not apply to GNA. Are we providing tracer paint to these State agencies?

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Answer: Yes, Forest Service tracer paint is required on GNA timber sales.

Question: State agencies can prepare Silviculture prescriptions and marking guides, but an FS certified Silviculturist will have to approve?

Answer: Yes. The GNA authorization does not restrict who may prepare silviculture prescriptions and marking guides for timber sales, but does require approval by the Forest Service. In addition, current policy in FSM 2478.03 still requires prescriptions for all silvicultural activities to be approved by a certified silviculturist.

Question: State agencies will have to follow Forest Service regulations concerning financial and log accountability regulations.

Answer: The State and Forest Service shall agree on the exact procedures used for each project, but must ensure the agreed-to practices enable the Forest Service to meet financial and log accountability regulations. The checklist in Appendix E is designed to ensure state contracts take into consideration requirements such as billing, payments, log load tracking and export restrictions.

Question: A Forest Service Timber Contracting Officer will not be signing this agreement?

Answer: Correct, though Forest Service will provide review of State's timber sale contract prior to advertisement and award to ensure it complies with appropriate federal law, regulation, and policy.

Question: Is there a difference between paved versus forest roads for timber sales? Or does the definition cover all types of roads?

Answer: The Farm Bill authority specifically excludes all paved or permanent roads. The Forest Service interprets the exclusion to apply to any maintenance, reconstruction, or construction on permanent roads. However, temporary roads may be constructed and decommissioned using the Farm Bill authority.

Question: How will we handle road maintenance? Nearly all timber sales that we administer involve pre and/or post haul road maintenance activities to facilitate timber haul, etc. All commercial hauling activities require maintenance commensurate with use. Many sales also require re construction of specified roads prior to timber haul. Without reconstruction or maintenance we cannot meet Best Management Practices for water quality. Further, our State requires these actions in their Timber Contracts.

Answer: Currently there is no single best answer. Options include issuing road use permits to the state or purchaser or using a GNA Appropriations agreement to

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allow road repair and maintenance. New road construction is not allowed under either version of GNA.

Question: Timber program income - Assumption that the National Forest would sell the timber sale to the state, the state would pay for required items (like essential KV), state would sell the project, and then state would keep the income from the project, spending the dollars in areas where they had agreed. The question was "It's my assumption that the project would move through the forest's system like a normal sale. Is this correct?"

Answer: Considering the potential range of projects across the country and the roles each partner may wish to have, a timber sale project may move through the Forest's system in different ways. Like all sales, we must have appropriate line officer approval at each gate. If the partnering state sells the timber using a state contract, the Forest Service, State, and potentially the third party purchaser will need to establish a procedure for billing and payment. The state will be responsible for returning timber receipts to the Forest Service up to appraised value and may do so directly or with the purchaser's funds. The state will hold and manage any revenue in excess of appraised value as program income.

Question: If the state comes to us with a timber project, we approve the prescriptions, and they mark it by their standards, do they have to use tracer paint? If so, can they purchase it with receipts?

Answer: Federal timber marked for sale will require the use of Forest Service tracer paint.

Question: In the GNA timber agreement, draft template section 3, 3rd paragraph - "FS will provide prescriptions and marking guide" - Does this mean that pre-timber sale activities will be part of the timber agreement?

Answer: The agreement can include a wide range of activities, including pre-sale and post-sale activities, as agreed to between the Forest Service and state.

Question: How do you determine the perimeters for project area boundaries?

Answer: All project area boundaries must lie within an approved NEPA project area. Actual determination on the ground depends on many factors and, depending on the agreement, may be completed by the state or by the Forest Service.

Question: Since no program income will be earned, how will the state be

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compensated for the work?

Answer: Program income may be earned, but still may not be sufficient to pay costs to the state. The state may be compensated using appropriate sources of Forest Service funds or in some cases the state may contribute to the project.

Question: The Forest Service has specific requirements concerning certifications for the Sale Administration team. I believe you said that States can administer Forest Service timber sale contracts. Can you expand on where the contract authority lies? As well expand on the sale of NF timber. Will the sales have a FS Contracting Officer?

Answer: Good Neighbor Authority allows the Forest Service to enter into a sole-source contract or a Good Neighbor Agreement with states, including timber sales with the exemption of subsection (d) of section 14 of NFMA. Good Neighbor Agreements incorporate Federal Financial Assistance regulations found in 2 CFR part 200 as implemented by U.S. Department of Agriculture in 2 CFR part 400. Specifically, section 200.317 states that, "a state must follow the same policies and procedures it uses for procurements from its non- Federal funds." Though the Forest Service may have no delegated authority on a contract between a state and a third party, a Forest Service contract administration team, including a contracting officer, may participate, with individual roles as agreed to with the state. A Forest Service timber contracting officer should also be involved in timber sale reporting and payment on the Forest Service side of the project.
