

June X, 2015

William O'Neill,  
Chief and State Forester  
Michigan Department of Natural Resources  
525 West Allegan Street  
P.O. Box 30028  
Lansing, MI 48909-7528

Dear Mr. O'Neill,

Thank you for your comments submitted regarding the Information collection for Good Neighbor Agreements with State Cooperators. We received formal comments from several entities, including you. We reviewed all of the comments, and responses to your comments are enclosed.

I think that you will be pleased to see that we have incorporated many of your suggestions. We feel that the collaborative effort made to develop these Good Neighbor Agreement templates has been very valuable and will ensure that our documents will fit the needs of both the Forest Service and our State partners.

We look forward to working with you to implement Good Neighbor projects in Michigan.

Sincerely,

Leslie Weldon  
NFS Deputy Chief

## Michigan DNR

### Master Good Neighbor Agreement

**Question:** Can the Program Income provision be updated to reflect the additive method as the default?

**Answer:** The provision has been updated to make the additive method the default.

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**Comment:** Provision for extension of the Master Agreement.

**Response:** The Period of Performance provision has been updated in all of the templates to include extension language.

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**Comment:** Greater clarity is needed concerning indemnification of States regarding liability/responsibility in the event of litigation under NEPA for implementation of a timber sale or other activities.

**Response:** The agreement itself does not provide indemnification, but the timber sale contract checklist includes a requirement providing for suspension or cancellation if the Forest Service is required to interrupt or cancel operation due to a court order or to comply with NEPA or other legal sanction.

There is also a Termination provision in the agreement. Should there be litigation regarding NEPA for any project, not just timber removal, the agreement may be terminated by either the State or the Forest Service.

### GNA Supplemental Project Agreement

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**Comment:** Suggest that language be added to specifically allow maintenance of permanent roads.

**Response:** This was added to the “Authorized Activities” paragraph of the Supplemental Project Agreement and section II Good Neighbor Authority Objectives paragraph of the standalone agreement since it applies to more than just timber sales. It is also included in appendix D for the timber sale plan.

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**Question:** Can the period of time to submit SF-270 request for reimbursement be longer than monthly?

**Answer:** Yes. The provision says that the requests for reimbursement may be submitted no more than monthly, so a longer period is acceptable.

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**Comment:** Suggest that language be added to clarify that the Unit Price is an estimated value that is not considered to be a “not to exceed number.”

**Response:** The Unit Price is estimated for budget purposes and will not be considered as a “not to exceed” value.

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**Comment:** Suggest adding language to clarify that the State is acting as an agent of the Forest Service for timber removal projects.

**Response:** Appendix A includes language that the State shall “act on behalf of the Forest Service to implement authorized timber removal activities using State contracting procedures.”

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**Question:** How will the appraisal and revenue language be revised? Will this include liquidated damages in the event of contractor default or non-performance?

**Answer:** Appendix A, under required specifications for timber removal, clarification was provided for appraised value, minimum rates, and program income. Additional appraisal direction will be provided in Forest Service policy under development.

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**Comment:** Need to clarify requirements for tracer paint, as it is not required by many State agencies. Same comment for log load accountability.

**Response:** Appendix D, item 6 wording “as appropriate” was added to clarify that not all activities listed are requirements.

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**Note:** Several minor editing issues were identified and will be captured in the updated templates.

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**Comment:** Appendix D, Timber Removal Plan should be amended to indicate that the items are suggested as needed and agreed upon, not mandatory

**Response:** Appendix D, item 6 wording “as appropriate” was added to clarify that not all activities listed are requirements.

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**Comment:** Several parties commented on edits to the Timber Sale contract checklist.

**Response:** Edits were made regarding payments, road maintenance, and suspension/debarment certification.

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