



FS Agreement No. \_\_\_\_\_ -GN-  
Cooperator Agreement No. \_\_\_\_\_

**GOOD NEIGHBOR AGREEMENT**  
**Between**  
**And the**  
**USDA FOREST SERVICE,**

This Good Neighbor Agreement is hereby made and entered into by and between the \_\_\_\_\_, hereinafter referred to as “the State,” and the USDA Forest Service, \_\_\_\_\_, hereinafter referred to as the “Forest Service,” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206, (Good Neighbor Authority). The CFDA for this agreement is 10.691, Good Neighbor.

**Title: Good Neighbor Agreement with**

**I. PURPOSE:**

The purpose of this Good Neighbor Agreement is to provide the framework and to document the cooperative effort between the parties for authorized forest, rangeland, and watershed restoration services in accordance with the following provisions.

**II. GOOD NEIGHBOR AUTHORITY OBJECTIVES:**

The Forest Service is a land management agency dedicated to the stewardship and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions. This Good Neighbor Agreement provides an opportunity for the parties to carry out “authorized forest, rangeland, and watershed restoration services” on and off NFS lands, for the benefit of those NFS lands. All Forest Service functional areas may utilize this Agreement with the condition that the activities must be an authorized forest, rangeland, and watershed restoration service. The Forest Service Program Manager and Budget Official must ensure that funding used is appropriate for the work performed.

Authorized forest, rangeland, and watershed restoration services 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. The Good Neighbor Authority excludes 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. While the authority specifically excludes road construction and reconstruction, maintenance of existing roads as well as construction and decommissioning of temporary roads necessary to complete restoration or



improvement work are allowed.

The Forest Service will retain National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) (NEPA) responsibilities on NFS lands. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this Good Neighbor Authority shall not be delegated to the State.

All projects proposed for completion under this Agreement will undergo a collaborative process. The collaborative process will ensure that both parties understand the goals and objectives of the agreed upon restoration services and all necessary rules, regulations, and policies as outlined in this Agreement.

### **III. THE FOREST SERVICE SHALL:**

- A. Perform in accordance with the attached Scope of Work and Financial Plan, Appendix A and B, and the Timber Removal Plan, Appendix D, if attached.
- B. Complete all necessary NEPA requirements. Any decision required to be made under NEPA with respect to any authorized restoration services to be provided under this agreement on NFS lands shall not be delegated to the State.
- C. Ensure appropriate boundary line determination and designation is completed prior to implementation of project activities.
- D. Inform the State of any changes in Good Neighbor Agreement policy, law and regulations.
- E. Recognize the State's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- F. STATEMENT OF MUTUAL INVOLVEMENT. To perform the Agency's stewardship and land management responsibilities, and meet the requirements in the Good Neighbor Authority, the Forest Service must be involved in the development and implementation of any work performed on NFS lands. The Forest Service's specific responsibilities are described in detail in the attached and hereby incorporated Statement of Work.
- G.

### **IV. THE STATE SHALL:**

- A. Perform in accordance with the attached Scope of Work and Financial Plan, Appendix A and B, and the Timber Removal Plan, Appendix D, if attached.
- B. LEGAL AUTHORITY. The State shall have the legal authority to enter into this Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the nonFederal share of project costs, when applicable.



- C. OMB CIRCULARS AND OTHER REGULATIONS. This Agreement is subject to the OMB Governmentwide Guidance for Grants & Agreements found in subparts A through E of 2 CFR Part 200 as adopted and supplemented by the USDA in 2 CFR Part 400. Specific regulations include Uniform Administrative Requirements and Cost Principles.

Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR>. If you are unable to retrieve these regulations electronically, please contact your Grants and Agreements Office at .

Effective October 1, 2010, recipients are required to report information on subaward and executive total compensation, as required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of Public Law 110-252, hereinafter referred to as “the Transparency Act.” For more information, see 2 CFR Part 170.

- D. CONTRACT REQUIREMENTS. When procuring property and services under this Agreement, the State must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.
- E. NON-FEDERAL STATUS FOR STATE PARTICIPANT LIABILITY. The State agree(s) that any of their employees, volunteers, sub-recipients, contractors, and participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the State hereby willingly agrees to assume these responsibilities to the extent allowed by State law.

Further, the State shall provide any necessary training to their employees, volunteers, sub-recipients, contractors, and participants to ensure that such personnel are capable of performing tasks to be completed. The State shall also supervise and direct the work of its employees, volunteers, and participants performing under this Agreement.

- F. SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION REQUIREMENT. The State shall maintain current information in SAM until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, SAM means the Federal repository into which an entity must provide information required to conduct of business as a cooperator. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- G. INDIRECT COST RATES. The approved indirect cost rate at the time of execution is % as shown in the NICRA provided by the Cooperator.

Indirect cost rates must be formalized in a written agreement between the cognizant agency and the State. Requirements are set forth in appendices to 2 CFR 200.



- (1) If the State does not have a previously established indirect cost rate with a Federal agency, the State shall follow the requirements and timeframes unique to their organization found in the appendices to 2 CFR 200. The state will be reimbursed for indirect costs at the tentative rate reflected in the budget until the rate is formalized in a negotiated indirect cost rate agreement (NICRA) at which time, reimbursements for prior indirect costs may be subject to adjustment.
- (2) As new NICRAs are agreed to between the State and their cognizant audit agency, the revised provisional or final rate(s) are automatically incorporated into this award, as appropriate, and must specify (1) the agreed upon rates, (2) the bases to which the rates apply, (3) the fiscal year for which the rates apply, and (4) the items treated as direct costs. The award obligation will not increase as a result of indirect cost rate increases. Updates to NICRAs will not affect the total funds available for this award unless documented in a formally executed modification.
- (3) If the NICRA is for a provisional rate, the State shall be reimbursed at the established provisional rate(s), subject to appropriate adjustment when the final rate(s) for the fiscal year are established.
- (4) Failure to provide a revised provisional or final NICRA could result in disallowed costs and repayment to the Forest Service.
- H. ELECTION OF DE MINIMIS INDIRECT RATE. The State has elected to use the *de minimis* indirect cost rate of 10% of modified total direct costs (MTDC) as allowed under 2 CFR 200.414 (f). This rate must be used consistently for all Federal awards until such time as the State chooses to negotiate for a rate, which they may apply to do at any time. If a new rate is negotiated and utilized the *de minimis* rate can no longer be utilized.
- I. PROGRAMMATIC CHANGES. The State shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to another party.
- J. NOTIFICATION. The State shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this agreement. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- K. FINANCIAL STATUS REPORTING. A Federal Financial Report, form SF-425 (and Federal Financial Report Attachment, SF-425A, if required for reporting multiple awards), must be submitted . These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 (and SF-425A, if applicable) must be submitted either with the final payment request or no later than 90 days from the expiration date of the Good Neighbor Agreement. These forms



may be found at [www.whitehouse.gov/omb/grants\\_forms](http://www.whitehouse.gov/omb/grants_forms).

#### L. TRAFFICKING IN PERSONS.

1. Provisions applicable to a Recipient that is a private entity.
  - a. You as the Recipient, your employees, subrecipients under this agreement, and subrecipients' employees may not:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the agreement is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or
    - (3) Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a Subrecipient that is a private entity:
    - (1) Is determined to have violated a prohibition in paragraph 1.a of this provision; or
    - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either:
      - i. Associated with performance under this award; or
      - ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)".
2. Provision applicable to a Recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
  - a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)".
3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
    - (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) Is in addition to all other remedies for noncompliance that are available to us



- under this award.
- c. You must include the requirements of paragraph 1.a of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
- (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
- (1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - (2) Includes:
    - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - ii. A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

**M. PROHIBITION AGAINST USING FUNDS WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS.**

1. The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
2. The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.
3. The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.
4. If the Government determines that the recipient is not in compliance with this award provision, it;
  - a. Will prohibit the recipients use of funds under this award in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and



- b. May pursue other remedies available for the recipient’s material failure to comply with award terms and conditions.

N.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. JOINT STATEMENT OF WORK (SOW). Both parties will collaborate in the development of an SOW, which will be incorporated and made a part of this agreement. At a minimum, the SOW must clearly provide a plan of operations and quality control for project work, identify activities to be performed, and the responsible party. The funding for those activities will correspond to and be reflected in the financial plan. A timeline for the work activities should be included to serve as a monitoring tool for both parties, and to help ensure completion of the work within the period of performance of the SOW. The work described in the SOW must reflect the activities approved in the applicable National Environmental Policy Act (NEPA) document and any mitigation activities identified therein.
- B. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- C. There is no statutory match required for this authority; however the State is encouraged to provide available resources to projects of mutual benefit. All funding and contributions will be captured on the Financial Plan, Appendix B.
- D. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

**Principal State Contacts:**

<b>State Project Coordinator</b>	<b>State Administrative Contact</b>
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

**Principal Forest Service Contacts:**

<b>Forest Service Project Coordinator</b>	<b>Forest Service Administrative Contact</b>
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Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

E. ADVANCE AND REIMBURSABLE PAYMENTS. Advance and reimbursable payments are approved under this Good Neighbor Agreement. The total Forest Service funding for this agreement is \$ \_\_\_\_\_ as shown in the attached Financial Plan. Only costs for those project activities approved in (1) the initial agreement, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and must be submitted no more than monthly. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations.

Advance payments must not exceed the minimum amount needed or no more than is needed for a 30-day period, whichever is less. If the State receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this agreement must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment:

The invoice must be sent by one of three methods (email is preferred):

EMAIL: [asc\\_ga@fs.fed.us](mailto:asc_ga@fs.fed.us)

FAX: 877-687-4894

POSTAL: USDA Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Ave NE  
Albuquerque, NM 87109

Send a copy to: [REDACTED]

F. PROGRAM INCOME.

1. The State shall apply the standards set forth in this Provision to account for program income earned under the agreement.
2. If any program income is generated as a result of this agreement, the income shall be





applied using the additive alternative as described in 2 CFR 200.307.

3. Unless the terms and conditions of the agreement provide otherwise, the State shall have no obligation to the U.S. Government regarding program income earned after the end of the project period.
  4. Costs incident to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the agreement and they comply with the applicable Cost Principles.
- G. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the State's purchase of equipment. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
- H. USE OF GOVERNMENT OWNED VEHICLE. Forest Service vehicles may be used for official Forest Service business only in accordance with FSH 7109.19, chapter 60, the requirements established by the region in which performance of this agreement takes place, and the terms of this agreement
- I. PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the Good Neighbor Agreement activities to ensure that performance goals are being achieved.

Performance reports shall contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. If the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable,
- Reason(s) for delay if established goals were not met,
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The State shall submit  performance reports. These reports are due (30/90) days after the reporting period. The final performance report shall be submitted either with the State's final payment request, or separately, but not later than 90 days from the expiration date of the Good Neighbor Agreement.

- J. COORDINATION OF LAW ENFORCEMENT. Either party to this agreement shall provide to the other party, any and all reports of violations of law cited within the project area or otherwise associated with the activities of the agreement.
- K. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or the State is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the Forest Service Program Manager, at the address specified in this Agreement.

To the State Program Manager, at the address shown in this Agreement or such other



address designated within this Agreement.

Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- L. PARTICIPATION IN SIMILAR ACTIVITIES. This Agreement in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.
- M. ELIGIBLE WORKERS. The State shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The State shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Agreement.
- N. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Agreement, or benefits that may arise therefrom, either directly or indirectly.
- O. DRUG-FREE WORKPLACE.
1. The State agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must
    - a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
    - b. Specify the actions the State will take against employees for violating that prohibition; and
    - c. Let each employee know that, as a condition of employment under any agreement, the employee:
      - (1) Shall abide by the terms of the statement, and
      - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
  2. The State agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
    - a. The dangers of drug abuse in the workplace;
    - b. The established policy of maintaining a drug-free workplace;
    - c. Any available drug counseling, rehabilitation and employee assistance programs; and
    - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
  3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the



effective date of this Agreement, or the completion date of this Agreement, whichever occurs first.

4. The State agrees to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the SPA number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after the State learn(s) of the conviction.
  5. Within 30 calendar days of learning about an employee's conviction, the State shall either:
    - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or
    - b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
- P. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- Q. FREEDOM OF INFORMATION ACT (FOIA). Public access to Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).
- R. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- S. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. The State is encouraged to give public notice of the receipt of this Agreement and, from time to time, to announce progress and accomplishments.



The State may call on Forest Service's Office of Communication for advice regarding public notices. The State is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

- T. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- U. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- V. GOVERNMENT-FURNISHED PROPERTY. The State may only use Forest Service property furnished under this Agreement for performing tasks assigned in this Agreement. The State shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

*Partner Liability for Government Property.*

1. Unless otherwise provided for in the Agreement, the State shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this agreement, except to the extent of State law when any one of the following applies—
  - a. The risk is covered by insurance or the State is otherwise reimbursed (to the extent of such insurance or reimbursement).
  - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the State's managerial personnel. The State's managerial personnel, in this clause, means the State's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the State's business; all or substantially all of the State's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The State shall take all reasonable actions necessary to protect the Government



property from further loss, damage, destruction, or theft. The State shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

3. The State shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the G&A Specialist, the State shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Agreements of assignment in favor of the Government in obtaining recovery.

W. TERMINATION BY MUTUAL AGREEMENT. This Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and the State agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

- By 30 days written notification by either party, setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Agreement must not accomplish the purpose for which the Agreement was made, the Forest Service may terminate the agreement upon 30 days written notice in its entirety.

Upon termination of an Agreement, the State shall not incur any new obligations for the terminated portion of the Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to the State for the Forest Service share of obligations that cannot be canceled and were properly incurred by the State up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

X. DISPUTES.

1. Any dispute under this agreement must be decided by the Forest Service Signatory Official. The Signatory Official shall furnish the State a written copy of the decision.
2. Decisions of the Forest Service Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the State appeals the decision to Forest Service's Director, Acquisition Management (AQM). Any appeal made under this provision shall be in writing and addressed to the Director, AQM, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the State.
3. In order to facilitate review on the record by the Director, AQM, the State shall be given an opportunity to submit written evidence in support of its appeal. No hearing



will be provided.

4. A decision under this provision by the Director, AQM is final.
5. The final decision by the Director, AQM does not preclude the State from pursuing remedies available under the law.

Y. DEBARMENT AND SUSPENSION. The State shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should the State or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

Additionally, the State will ensure that any sub-recipients or contractor provides assurance that they are not excluded, debarred, or suspended. The AD-1048 form will be completed by each sub-recipient or contractor and retained by the State.

Z. AGREEMENT CLOSEOUT. Within 90 days after expiration or notice of termination the parties shall close out the agreement.

Any unobligated balance of cash advanced to the State or any unspent program income must be immediately refunded to the Forest Service, including any interest earned in accordance with 2 CFR 200.345.

Within a maximum of 90 days following the date of expiration or termination of this Agreement, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by the State.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

AA. MODIFICATION. Modifications within the scope of this Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

BB. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The start date of this award is the date of the Forest Service signatory official signature. **OR**

The start date of this award is \_\_\_\_\_), pre-award costs are authorized pursuant to 2



CFR 200.458. (Use when pre-award costs are authorized) **OR**

The start date of this award is \_\_\_\_\_ (use when start date is after signature date)  
The end date, or expiration date is \_\_\_\_\_. This instrument may be extended by a properly  
executed modification.

CC. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement. In witness whereof, the parties have executed this Agreement as of the last date written below.

\_\_\_\_\_  
NAME, Title  
State Agency  
Date

\_\_\_\_\_  
NAME, Regional Forester  
U.S. Forest Service, REGION  
Date

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

\_\_\_\_\_  
NAME  
U.S. Forest Service Grants Management Specialist  
Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0239. The time required to complete this information collection is estimated to average 1 hour per response. The total response time to complete the entire package is estimated to average 4 hours, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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### APPENDIX A STATEMENT OF WORK

**Recommended elements for a Statement of Work:**

1. Include a description of the project and agreed to activities.
2. As applicable, include a map and description of the project area, treatment activities and corresponding treated acres, and other agreed to activities.
3. Describe the desired end result of the project(s).
4. Include any necessary forest restrictions and closure dates to allow the State to implement and complete the project(s) within the specified timeframes.
5. Provide necessary direction to the State to ensure compliance with appropriate laws and regulations to fulfill the terms of the agreement.
6. Identify any additional reporting requirements.

**Note: Optional format below for documenting and presenting the Statement of Work.**

**SCHEDULE OF ITEMS:**

Item Number	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
1					
2					
4					
5					
6					
7					
8					
9					
10					





## **APPENDIX B FINANCIAL PLAN**

Incorporate a budget and associated breakdown. Forest Service form FS-1500-17 is recommended, although other formats may be used as long as there is sufficient detail.



## APPENDIX D TIMBER REMOVAL PLAN

**The approved and included Timber Removal Plan must include the following (This Appendix must be updated as the project develops and information becomes available):**

- 1. Proposed timber removal activities**
- 2. Project area map that details location of proposed activities and access needed**
- 3. State agency and Forest Service technical contacts**
- 4. Copy of cooperative fire agreement between Forest Service and State**
- 5. Agreement on fire liability requirements outlined in the State's contract**
- 6. Agreement on respective roles and responsibilities to complete activities related to timber removal including (as appropriate):**
  - Identification and management of transportation system, including:**
    - o Road maintenance of existing roads allowed in this agreement
    - o Construction and decommissioning of temporary roads allowed in this agreement
    - o Agreement, permit, or contract needed to perform construction or reconstruction on NFS roads not authorized in this SPA
    - o Any use of private or other non-NFS roads.
  - Mapping and establishment of timber sale boundaries**
  - Timber designation, cruise design, and cruising**
  - Tracer paint management**
  - Timber valuation appraisal**
  - Trust Fund plans**
  - Billing and payment procedures**
  - Developing and approving timber sale contract (see Appendix E)**
  - Timber sale administration, log load accountability, and coordination with law enforcement**
  - Final acceptance and close out process**
- 7. Agreed and approved procedures and methods for achieving work products in number (6) above.**



## APPENDIX E TIMBER SALE CONTRACT CHECKLIST

Ensure the final draft State timber contract includes the following items, as appropriate for the project (Reference to FS2400-6 contract clauses in parenthesis):

- Correct location description (A1)
- Timber volume and utilization standards matches cruised volume (A2)
- Timber payment rates are not less than appraised value and appraised value is not less than Forest Service minimum rates (A4)
- Project Area Map (B1)
  - Map is within NEPA Decision Area
  - Map display matches maps and information provided by the Forest Service
- Timber is properly designated to cut or leave (A3, B2)
- Payments for Stumpage (B4.0)
  - Contract payment procedures or State assurance in Appendix D ensure payment to Forest Service.
  - Use of Payment Guarantee? \_\_\_\_\_  
Yes/No
- Road Use and Maintenance (B5.0)
  - Road reconstruction/construction/repair covered in agreement, permit, or contract outside of Farm Bill GNA agreement
  - Contract requires roads to be maintained to acceptable standard
  - Contract does not restrict access by Forest Service
  - Contract shows roads with restricted or prohibited access
  - Contract includes temporary road construction and decommissioning
- Operations and Resource Protection (B6.0)
  - Contract provides protection of improvements
  - Contract provides protection of property owned by FS and others
  - Contract provides for protection of land survey monuments
  - Contract contains special protection measures listed in NEPA and other documents provided by the Forest Service.

Specific Protection measures may be documented in an attachment  
TES species: \_\_\_\_\_

Cave \_\_\_\_\_

Historic/Prehistoric \_\_\_\_\_



Other \_\_\_\_\_

- Contract provides for the containment of petroleum spills
  - Contract provides for notice if other hazardous materials are spilled
  - Contract provides for the cleaning of equipment to prevent invasive species
  - Contract provides for the cutting and removal of all Included Timber
  - Contract provides for the protection of soils and timber regeneration
  - Contract provides for the protection of water resources including streams, meadows, and wetlands
  - Contract provides for erosion control and prevention and revegetation where needed
  - Contract provides for measuring products for payment  
Scaling \_\_\_\_\_ Pre-Sale Measurement \_\_\_\_\_
  - Contract provides for Product Identification measures as described in the agreement between the FS and the State
  - Contract provides for disposal of slash created by the logging operations
- Fire Precautions (B7.0)
    - Either
      - Contract provides for preventing and responding to fires; both operational fires and other fires through cooperative agreement between FS and State.
    - Or
      - Specific fire precautions and response measures are included.
    - And
      - Liability for negligence is not waived or limited.
- Other Conditions (B8.0)
    - Timber title transfer is as specified in Forest Service timber sale contract
    - Contract includes appropriate measures to properly identify and account for National Forest timber that is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 as amended (16 USC 620 et seq.)
    - Contract describes how payment will be affected if damage to Included Timber occurs.
    - Contract specifies an acceptable Termination Date for the timber contract.
    - Contract provides an acceptable method for extending the Termination Date if circumstances beyond the control of the State occur (force majeure).
    - Contract provides for sale suspension or cancellation if the Forest Service is required to interrupt or cancel operations due to a court order or to comply with NEPA or other legal sanction.
    - Contract contains a nondiscrimination provision.
    - Contract requires the State's purchaser and the purchaser's subcontractor(s) to provide certification regarding debarment, suspension, ineligibility, and voluntary exclusion (AD-1048, as required by the Master Agreement, is sufficient).



- Contract or GNSPA contains language preventing the State from doing business with corporations or their principals that have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and /or have unpaid Federal tax liability. Corporation or their principals subject to this requirement shall provide the appropriate certifications.
- Performance and Settlement (B9.0)
  - Contract contains a procedure for protecting the interests of the United States in event a contractor defaults, such as a performance bond
  - Contract contains language to settle disputes between State and the Purchaser