



FS Agreement
No.

XX-GN-XXXXXXXX-XXX

Cooperator Agreement
No.

**GOOD NEIGHBOR AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT**

To
MASTER GOOD NEIGHBOR AGREEMENT #XX-GN-XXXXXXXX-XXX
BETWEEN
XX STATE AGENCY
AND THE
USDA, FOREST SERVICE
REGION/AREA/STATION/UNIT

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between AGENCY OF STATE OF NAME, hereinafter referred to as “the State,” and the USDA, Forest Service, REGION/AREA/UNIT, hereinafter referred to as the “U.S. Forest Service,” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206, (Good Neighbor Authority) and specified under the provisions of Master Good Neighbor Agreement #XX-GN-XXXXXXXX-XXX. The CFDA for this agreement is 10.691.

Title:

Good Neighbor Supplemental Project Agreement for Forest Restoration Services

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, 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. Road maintenance and construction and decommissioning of temporary roads necessary to implement restoration or improvement projects are allowed. Timber Sales may be conducted on National Forest System (NFS) lands as approved in Appendix D of this SPA.

I. GENERAL PROJECT DESCRIPTION

Description of the activities proposed under this SPA. These activities must be within the authorized forest, rangeland, and watershed restoration services as outlined in Section II, Good Neighbor Objectives in the Master Good Neighbor Agreement.

In consideration of the above premises, the parties agree as follows:



II. RESPONSIBILITIES:

A. The State shall:

1. Collaborate with the Forest Service in development of the Statement of Work (SOW) as described in C1 below.
2. Perform the activities described in the SOW, attached as Appendix A, and the Timber Removal Plan, Appendix D, if attached. As appropriate, work will comply with requirements of the National Environmental Policy Act (NEPA) decision as well as provided or approved silvicultural prescriptions and timber marking guides. The State shall utilize the information provided by the Forest Service to comply with Federal regulations including the protection of federal resources, permitted uses and forest product accountability.
3. 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 (QUARTERLY, SEMI-ANNUALLY, OR ANNUALLY). These reports are due 30 days after the reporting period ending March 31, June 30, September 30, December 31 (select all that apply). 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.
4. *List additional provisions regarding the roles and responsibilities necessary to complete the project.*

B. The U.S. Forest Service shall:

1. Collaborate with the State in development of the SOW as described in C1 below.
2. Perform the activities described in the SOW, attached as Appendix A, and the Timber Removal Plan, Appendix D, if attached. The Forest Service must be involved in the development and implementation of any work performed on NFS lands.
3. 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.
4. Provide information to the State, such as NEPA mitigation or requirements; silviculture prescriptions and marking guides; and locations of protected resources as necessary to comply with federal law, regulation, and policy.



5. Ensure appropriate boundary line determination and designation is completed prior to implementation of project activities.
6. *List additional provisions regarding the roles and responsibilities necessary to complete the project.*

C. It Is Mutually Understood and Agreed By And Between The Parties That:

1. 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 NEPA document and any mitigation activities identified therein.
2. 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.
3. ADVANCE AND REIMBURSABLE PAYMENTS. Advance and reimbursable payments are approved under this SPA. The U.S. Forest Service shall reimburse the State for the Forest Service's share of actual expenses incurred, not to exceed \$, as shown in the 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

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: FS PROGRAM MANAGER

4. OVERPAYMENT. Any funds paid to the State in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by the State to the U.S. Forest Service:

- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the State.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

5. 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 SPA.

6. CONTRACT REQUIREMENTS. When procuring property and services under this Master 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.
7. MODIFICATIONS. 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 U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
8. PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of activities described in the SOW 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. 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,
- *Additional language may be added which outlines specific report requirements.*

The State shall submit (QUARTERLY, SEMI-ANNUAL, OR ANNUAL) 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 this SPA.

9. 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.
10. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The State may be granted access to U.S. Forest Service facilities and/or computer systems to accomplish work described in the Operating Plan or Statement of Work. All non-government employees with unescorted access to U.S. Forest Service facilities and computer systems must have background checks following the procedures established by USDA Directives 3800 series. Those granted computer access must fulfill all U.S. Forest Service requirements for



mandatory security awareness and role-based advance security training, and sign all applicable U.S. Forest Service statements of responsibilities.

11. **GOVERNMENT-FURNISHED PROPERTY.** The State may only use Forest Service property furnished under this SPA for performing tasks assigned in this SPA. 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 this SPA, 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 Grants Management 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 assignment in favor of the Government in obtaining recovery.
12. **PROPERTY IMPROVEMENTS.** Improvements placed on National Forest System land at the direction or with approval of the Forest Service become property of the United States. These improvements are be 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 SPA entitles the State to any interest in the



improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

13. USE OF GOVERNMENT OWNED VEHICLES. U.S. Forest Service vehicles may be used by the State employees or State participants for official U.S. Forest Service business only 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.
14. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the State's purchase of equipment and supplies. Equipment is defined as having a fair market value of \$5,000 or more per unit and a useful life of over 1 year.
15. AGREEMENT CLOSE-OUT. Within 90 days after expiration or notice of termination the parties shall close out this SPA.

Any unobligated balance of cash advanced to the State or unexpended program income must be immediately refunded to the U.S. Forest Service, including any interest earned in accordance with 2 CFR 200.343.

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

If this SPA is closed out without audit, the U.S. 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.

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

1. When the U.S. 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.
2. 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 U.S. Forest Service decides that the remaining portion of the SPA will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate this SPA in its entirety.

Upon termination of an agreement, the State shall not incur any new obligations for the terminated portion of this SPA after the effective date, and shall cancel as many outstanding obligations as possible. The U.S. Forest Service shall allow full credit to the State for the U.S. Forest Service share that cannot be cancelled and were



properly incurred by the State up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

17. Add Conditional Provision(s) As Necessary.

III. CONTACTS & TIME LIMITS:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal State Contacts:

State Program Contact	State Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

B. PERIOD OF PERFORMANCE. This SPA 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 XX/XX/20XX), 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 XX/XX/20XX (use when start date is after signature date)

The end date, or expiration date is **XX/XX/20XX**. This instrument may be extended by a properly executed modification.

C. Incorporate any other relevant information, if any.

IV. APPROVAL



A. 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 hereto have executed this agreement as of the last date written below.

NAME, POSITION TITLE Date
State Agency

NAME, POSITION TITLE Date
U.S. Forest Service, National Forest

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

NAME Date
U.S. Forest Service Grants Management Specialist

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 4 hours per response, 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

SCOPE OF WORK

Recommended elements for Scope of Work:

1. Description of the project and agreed-to activities
2. As applicable, include a map and description of the project area, treatment activities corresponding treated acres, and other agreed-to activities
3. Plan of operations
4. Quality control plan
5. Timeline for work activities

SPECIFICATIONS. *[By item number, describe the type of work, i.e., slash treatment, weed treatments, etc. and the corresponding specifications.]*:

The State Shall:

Enumerate items that are the responsibility of the State.

The Forest Service Shall:

Enumerate items that are the responsibility of the Forest Service

REQUIRED SPECIFICATIONS FOR ACTIVITIES RELATED TO TIMBER

REMOVAL *(remove if timber sale preparation and/or commercial timber removal are not proposed)*

If timber removal is proposed, the State and Forest Service shall cooperatively develop roles and responsibilities to complete all associated tasks identified in Appendix D, Timber Removal Plan.

The State shall:

Comply with Forest Service policy or demonstrate State practices sufficient to meet objectives of Forest Service policy as agreed to by both parties. This requirement may apply to any timber sale contract preparation, award, and administration tasks proposed to be performed by the State, such as sale area and volume determination, timber sale contract language, and forest product accountability and payment procedures as documented in Timber Removal Plan, Appendix D.

Work cooperatively with the Forest Service, according to agreed-upon roles and responsibilities, to develop and incorporate into Appendix D:

- methods for implementing silvicultural prescriptions and timber marking guides that meet the intent of the prescriptions.
- procedures and methods for determining timber volume and establishing fair market value for the timber products.



- measures to ensure payment and accountability for National Forest timber that is sold as a result of this GNSPA.

Provide a draft timber contract for the Forest Service to review. The timber contract shall be approved by the Forest Service prior to soliciting bids. The contract shall contain language sufficient to satisfy the requirements of the NEPA decision and other requirements for resource protection and accountability as described in Appendix E of this SPA or otherwise provided by the Forest Service.

Act on behalf of the Forest Service to implement authorized timber removal activities using State contracting procedures.

Sell Forest Service timber at not less than appraised value. Return timber receipts to the Forest Service for not less than appraised value, which may not be less than Forest Service minimum rates.

Manage revenue from timber sales in excess of appraised value as Program Income to be used for authorized restoration services approved in this GNSPA.

Ensure coordination between State and Forest Service law enforcement personnel to share all reports of unauthorized timber cut in the project area.

The Forest Service shall:

Work cooperatively with the State, according to agreed-upon roles and responsibilities, to aid development of:

- methods for implementing silvicultural prescriptions and timber marking guides that meet the intent of the prescriptions.
- procedures and methods for determining timber volume and establishing fair market value for the timber products pursuant to the requirements of 36 CFR 221 and the National Forest Management Act.
- measures to ensure payment and accountability for National Forest timber that is sold as a result of this GNSPA.
- the final timber sale contract.



APPENDIX B
FINANCIAL PLAN

Budget breakdown

Preferred format FS-1500-17

May use other format



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:**
 - Road maintenance of existing roads allowed in this agreement
 - Construction and decommissioning of temporary roads allowed in this agreement
 - Agreement, permit, or contract needed to perform construction or reconstruction on NFS roads not authorized in this SPA
 - 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