



FS Agreement No. : _____
Cooperator Agreement No. : _____

**GOOD NEIGHBOR AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT
To
MASTER GOOD NEIGHBOR AGREEMENT #XX-GN-XXXXXXXX-XXX
BETWEEN THE
COOPERATOR
AND THE
USDA, FOREST SERVICE
REGION/AREA/STATION/UNIT**

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the Cooperator, hereinafter referred to as “Cooperator,” or the Cooperator and the USDA Forest Service, REGION/AREA/UNIT, hereinafter referred to as the “Forest Service,” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206 as amended, 16 U.S.C. §2113a, (Good Neighbor Authority) and specified under the provisions of Master Good Neighbor Agreement #XX-GN-XXXXXXXX-XXX. The ALN for this agreement is 10.691.

TITLE:

Good Neighbor Supplemental Project Agreement for Forest Restoration Services

Authorized Activities: Authorized forest, rangeland, and watershed restoration services include 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 habitat.

The Good Neighbor Authority excludes construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas, except for reconstruction, repair or restoration of a National Forest System Road that is necessary to carry out authorized restoration services under this agreement. Any such roads reconstructed, repaired or restored that were previously identified as not needed according to 36 CFR 212.5(b)(2) must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project. Construction, alteration, repair, or replacement of public buildings or works is not authorized. Projects are not authorized in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited or restricted by an Act of Congress or Presidential proclamation.

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 COOPERATOR 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, the Financial Plan, attached as Appendix B and the Timber Removal Plan, Appendix D, or other applicable appendixes 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 Cooperator 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 REPORTS. The cooperator shall prepare a financial report that includes all relevant expenditures for the reporting period. Additionally, for each respective ALN, a Federal Financial Report, form SF-425, must be submitted to the Forest Service Program Contact and to asc_payments@usda.gov according to the reporting schedule.

For ALN __. __, a [QUARTERLY] financial report is required.

For ALN __. __, an [ANNUAL] financial report is required.

The quarterly financial report for each respective ALN is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The annual financial report for each respective ALN is due no later than 90 days after the reporting period ending March 31, June 30, September 30, December 31. All final financial reports, SF-425(s), must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement, whichever is soonest. The SF-425 form may be found at [Post-Award Reporting Forms | GRANTS.GOV](#) .

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 (Select the appropriate response: quarterly, semi-annually, or annually). 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 120 days from the expiration date of the Good Neighbor Agreement.

4. INDIRECT COST RATE. The indirect cost rate at the time of execution of this SPA is %.
5. ELECTION OF DE MINIMIS INDIRECT RATE. The Cooperator has elected to use the *de minimis* indirect cost rate of 15% 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 Cooperator 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.
6. *List additional provisions regarding the roles and responsibilities necessary to complete the project.*

B. THE FOREST SERVICE SHALL:

1. Collaborate with the Cooperator in development of the SOW as described in C1 below.
2. Perform the activities described in the SOW, attached as Appendix A, the Financial Plan, attached as Appendix B, and the Timber Removal Plan, Appendix D, and any other attached appendices 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 Cooperator.
4. Provide information to the Cooperator, 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 AGREED AND UNDERSTOOD 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 Forest Service shall reimburse the Cooperator 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 Cooperator 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: SM.FS.asc_ga@usda.gov

FAX: 877-687-4894

POSTAL: USDA Forest Service
Budget & Finance - Grants and Agreements
4000 Masthead St, NE
Albuquerque, NM 87109



Send copy to: U.S. Forest Service Program Manager

4. REVENUE. Revenue received by a State from the sale of Federal timber shall be held, expended, and accounted for by the State in accordance with the Good Neighbor Authority. Revenue shall be expended for mutually agreed upon authorized restoration work under a Good Neighbor agreement on National Forest System lands. The State may assess their indirect administrative costs approved under the Good Neighbor Agreement as an indirect rate against the revenue as it is expended, following the terms of their NICRA or alternatively they may use the de minimis rate of 15% if they do not have a NICRA (See 2 CFR 200.414).

Except as provided below, the State may not offer, nor may the Forest Service request, the return of any revenue as the State is responsible for performance of the revenue-funded restoration work under this Good Neighbor agreement. Should the State elect to have the Forest Service perform the essential reforestation (KV work), Brush Disposal, or required Road Maintenance they may enter into a separate Collection Agreement under the authority of the Cooperative Funds Act of June 30, 1914, 16 U.S.C. §498 as amended by PL 104-127.

The authority to enter into new agreements that generate revenue or transfer revenue from one Good Neighbor agreement to another **expires December 20, 2024**.

5. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator 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 Cooperator hereby willingly agrees to assume these responsibilities to the extent allowed by state law.

Further, the Cooperator 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 Cooperator 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 Cooperator must follow the same policies and procedures it uses for procurements from its non-Federal funds, as described in 2 CFR 200.317.
7. MINIMUM WAGE AND PAID SICK LEAVE REQUIREMENTS. Executive Order 14026, Increasing the Minimum Wage for Federal Contractors, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, and Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the



federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

8. 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, 60, or 90 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.
9. PROGRAM MONITORING AND 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 Cooperator 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 Cooperator's final payment request, or separately, but not later than 120 days from the expiration date of this SPA.

PROGRAM MONITORING AND PERFORMANCE REPORTS. The parties to this agreement shall monitor the work activities to ensure that performance goals are being achieved.

The cooperator shall prepare a performance report for each reporting period that contains the following:

- A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, the report shall also include a computation of the cost per unit or output, as applicable. *Example: Goal-50 miles of trail maintenance; Actual-25 miles of trail work completed near mile marker 0.7. 25 miles x \$422/mile = \$10,500*



- If established goals were not met, the report shall include (1) the reason for the delay, (2) a detailed explanation of why the goal was not achieved and identify any factors that may have contributed to the delay, and (3) a plan of action for addressing the issue and getting the project back on track. The plan should outline the specific steps that will be taken to address the issues and a timeline for implementing these steps. This information will enable the Forest Service to understand the reasons for the delay to determine if an agreement modification is warranted. *Example: Due to severe weather conditions, the crew was unable to reach certain areas impacted by landslides. The schedule has been modified to have a 5-person crew onsite starting in May 2023 to complete the remaining 25 miles of trails when optimal weather conditions are expected.*

- The report shall also include any additional pertinent information relevant to the project.

For each ALN, the performance report must include all relevant project work completed and/or invoiced for the reporting period then submitted to the Forest Service Program Contact. The quarterly performance report for each respective ALN is due no later than 30 days after the reporting period ending March 31, June 30, September 30, December 31. The annual performance report for each respective ALN is due no later than 90 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Cooperator's final payment request, or separately, no later than 120 days from the expiration date of the agreement, whichever is soonest.

For ALN __.__, a [QUARTERLY] progress report is required.

For ALN __.__, an [ANNUAL] progress report is required.

If financial and performance reports are not timely submitted according to the outlined terms and schedules, it is considered a material breach of the agreement and will result in payment delays and could potentially lead to termination of the agreement.

10. 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.

11. BUILDING AND COMPUTER ACCESS BY NON-FOREST SERVICE PERSONNEL. The Cooperator may be granted access to 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 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 Forest Service requirements for mandatory security awareness and role-based advance security training and sign all applicable Forest Service statements of responsibilities.



12. GEOSPATIAL DATA. All data collected will meet the requirements of the Geospatial Data Act of 2018 where applicable. This will always include the documentation of all relevant metadata standards, use of standard data formats; description of quantitative measures of uncertainty and source of uncertainty and sources of uncertainty associated with the data. Additionally, the data must meet specific standards specified elsewhere to ensure the data is useful to support the USDA's mission. The recipient/cooperator agrees to comply with USDA's Department-wide enterprise geospatial data management policy implemented in [Departmental Regulation 3465-001](#) which establishes the USDA policy for defining the strategic direction necessary to optimize the management of the USDA geospatial data and geospatial infrastructure, including all geospatial data created for, by, and enhanced by USDA.
13. SCIENTIFIC INTEGRITY. USDA is committed to the highest levels of integrity in all of our scientific activities and decision making. This includes to performing, recording and reporting the results of scientific activities with honesty, objectivity, and transparency. All persons performing under this agreement shall adhere to the principles of scientific integrity described in [Departmental Regulation \(DR\) 1074-001](#).
14. PUBLIC ACCESS TO SCHOLARLY PUBLICATIONS AND DIGITAL SCIENTIFIC RESEARCH DATA. The recipient agrees to comply with USDA's Department-wide [public access policy](#) implemented in [Departmental Regulation 1020-006](#) which establishes the USDA policy for public access to scholarly publications and digital scientific research data assets. The USDA will make all peer-reviewed, scholarly publications and digital scientific research data assets arising from unclassified scientific research supported wholly or in part by the USDA accessible to the public, to the extent practicable.
15. BUY AMERICA BUILD AMERICA. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for an infrastructure project unless:
 - (1) All iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
 - (2) All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and



(3) All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The construction material standards are listed below.

Incorporation into an infrastructure project. The Buy America Preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Categorization of articles, materials, and supplies. An article, material, or supply should only be classified into one of the following categories: (i) Iron or steel products; (ii) Manufactured products; (iii) Construction materials; or (iv) Section 70917(c) materials. An article, material, or supply should not be considered to fall into multiple categories. In some cases, an article, material, or supply may not fall under any of the categories listed in this paragraph. The classification of an article, material, or supply as falling into one of the categories listed in this paragraph must be made based on its status at the time it is brought to the work site for incorporation into an infrastructure project. In general, the work site is the location of the infrastructure project at which the iron, steel, manufactured products, and construction materials will be incorporated.

Application of the Buy America Preference by category. An article, material, or supply incorporated into an infrastructure project must meet the Buy America Preference for only the single category in which it is classified.

Determining the cost of components for manufactured products. In determining whether the cost of components for manufactured products is greater than 55 percent of the total cost of all components, use the following instructions:

(a) For components purchased by the manufacturer, the acquisition cost, including transportation costs to the place of incorporation into the manufactured product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(b) For components manufactured by the manufacturer, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (a), plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the manufactured product.



Construction material standards. The Buy America Preference applies to the following construction materials incorporated into infrastructure projects. Each construction material is followed by a standard for the material to be considered “produced in the United States.” Except as specifically provided, only a single standard should be applied to a single construction material.

(1) Non-ferrous metals. All manufacturing processes, from initial smelting or melting through final shaping, coating, and assembly, occurred in the United States.

(2) Plastic and polymer-based products. All manufacturing processes, from initial combination of constituent plastic or polymer-based inputs, or, where applicable, constituent composite materials, until the item is in its final form, occurred in the United States.

(3) Glass. All manufacturing processes, from initial batching and melting of raw materials through annealing, cooling, and cutting, occurred in the United States.

(4) Fiber optic cable (including drop cable). All manufacturing processes, from the initial ribboning (if applicable), through buffering, fiber stranding and jacketing, occurred in the United States. All manufacturing processes also include the standards for glass and optical fiber, but not for non-ferrous metals, plastic and polymer-based products, or any others.

(5) Optical fiber. All manufacturing processes, from the initial preform fabrication stage through the completion of the draw, occurred in the United States.

(6) Lumber. All manufacturing processes, from initial debarking through treatment and planning, occurred in the United States.

(7) Drywall. All manufacturing processes, from initial blending of mined or synthetic gypsum plaster and additives through cutting and drying of sandwiched panels, occurred in the United States.

(8) Engineered wood. All manufacturing processes from the initial combination of constituent materials until the wood product is in its final form, occurred in the United States.

Waivers. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the Buy



America Preference in any case in which the agency determines that:

- (1) applying the Buy America Preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the Buy America Preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [USDA Buy America Waivers for Federal Financial Assistance | USDA](#).

Definitions

“Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

“Construction materials” means articles, materials, or supplies that consist of only one of the items listed in paragraph (1) of this definition, except as provided in paragraph (2) of this definition. To the extent one of the items listed in paragraph (1) contains as inputs other items listed in paragraph (1), it is nonetheless a construction material.

(1) The listed items are:

- (i) Non-ferrous metals;
- (ii) Plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- (iii) Glass (including optic glass);



(iv) Fiber optic cable (including drop cable);

(v) Optical fiber;

(vi) Lumber;

(vii) Engineered wood; and

(viii) Drywall.

(2) Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material.

“Infrastructure” means public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

“Infrastructure project” means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project. See also paragraphs (c) and (d) of 2 CFR 184.4.

“Iron or steel products” means articles, materials, or supplies that consist wholly or predominantly of iron or steel or a combination of both.

16. **GOVERNMENT-FURNISHED PROPERTY.** The Cooperator may only use Forest Service property furnished under this SPA for performing tasks assigned in this SPA. The Cooperator 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 Cooperator 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 Cooperator 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 Cooperator's managerial personnel. The Cooperator's managerial personnel, in this clause, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator 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 Cooperator 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 Cooperator 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.
17. 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 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 Cooperator to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
18. USE OF GOVERNMENT OWNED VEHICLES. Forest Service vehicles may be used by the Cooperator employees or Cooperator participants for official 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.
19. PURCHASE OF EQUIPMENT. U.S. Forest Service funds may be used by the Cooperator to purchase equipment necessary to accomplish activities described in this agreement. The available funding is displayed in the financial plan. Title to the equipment rests with the U.S. Forest Service but may be transferred to on completion of the project, if appropriate.



20. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of the Cooperator's purchase of equipment. Equipment is defined as having a fair market value of \$10,000 or more per unit and a useful life of over 1 year.

21. 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 Cooperator or unexpended program income must be immediately refunded to the 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 Forest Service by the Cooperator.

If this SPA 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.

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

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

Upon termination of an agreement, the Cooperator 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 Forest Service shall allow full credit to the Cooperator for the Forest Service share that cannot be cancelled and were properly incurred by the Cooperator up to the effective date of the termination. Excess funds must be refunded within 60 days after the effective date of termination.

23. *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 Cooperator Contacts:

Cooperator Program Contact

Name:
Address:
City, State, Zip:
Telephone:
Email:

Cooperator Administrative Contact

Name:
Address:
City, State, Zip:
Telephone:
Email:

Principal Forest Service Contacts:

Forest Service Program Manager Contact

Name:
Address:
City, State, Zip:
Telephone:
Email:

Forest Service Administrative Contact

Name:
Address:
City, State, Zip:
Telephone:
Email:

Name:
Address:
City, State, Zip:
Telephone:
Email:

Name:
Address:
City, State, Zip:
Telephone:
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.

Cooperator Name, Title, Organization

Date

U.S. Forest Service Signatory Official Name, Title

Date

The authority and the format of this award have been reviewed and approved for signature.

U.S. Forest Service Grants Management Specialist

Date



Paperwork Reduction Act 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. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. §580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. §§1751-1753). The time required to complete this information collection is estimated to average 4.45 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. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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The Privacy Act of 1974, 5 U.S.C. §552a and the Freedom of Information Act, 5 U.S.C. §552 govern the confidentiality to be provided for information received by the Forest Service.



APPENDIX A **SCOPE OF WORK**

Recommended elements for Scope 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 cooperator to implement and complete the project(s) within the specified timeframes.
5. Provide necessary direction to the cooperator to ensure compliance with appropriate laws and regulations to fulfill the terms of the agreement.
6. Identify any additional reporting requirements.
7. Timeline.

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

The Cooperator Shall:

Enumerate items that are the responsibility of the Cooperator.

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 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.

Manage revenue from timber sales 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 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 reconstruction, repair, restoration, or maintenance of existing roads allowed in this agreement. This includes a plan for decommissioning any roads that were previously identified as not needed according to 36 CFR 212.5(b)(2) which must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project.
 - Construction and decommissioning of temporary roads allowed in this agreement
 - Agreement, permit, or contract needed to perform new construction of 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
 - ☐ 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