

FS Agreement No. 16-GN-11062754-011

Cooperator Agreement No. _____

**MASTER
GOOD NEIGHBOR AGREEMENT
Between
THE STATE OF OREGON
OREGON DEPARTMENT OF FORESTRY
OREGON DEPARTMENT OF FISH AND WILDLIFE
And the
USDA FOREST SERVICE, REGION 6**

This Master Good Neighbor Agreement (Master Agreement) is hereby made and entered into by and between the OREGON DEPARTMENT OF FORESTRY and the OREGON DEPARTMENT OF FISH AND WILDLIFE, hereinafter referred to as “the State,” and the USDA Forest Service, Region 6, 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 Master Agreement with OREGON DEPARTMENT OF FORESTRY and OREGON DEPARTMENT OF FISH AND WILDLIFE

I. PURPOSE:

The purpose of this Master 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 and any Supplemental Project Agreements (SPAs), executed under this Master Good Neighbor Agreement.

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 Master Good Neighbor Agreement provides an opportunity for the parties to carry out “authorized forest, rangeland, and watershed restoration services” on NFS lands. The Forest Service must ensure that funding used must be 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 work on paved or permanent roads, temporary roads necessary to complete restoration or improvement work are allowed.

Allowable forest, rangeland, and watershed restoration services, including timber sales, will use the Supplemental Project Agreement instrument. The Forest Service retains responsibility for approval of silviculture prescriptions and marking guides for vegetation management activities.

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

All projects conceived under this Master 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 Master Agreement and corresponding Supplemental Project Agreements.

III. THE FOREST SERVICE SHALL:

- A. Work in collaboration with the State to identify projects that may be appropriate to accomplish through an SPA under this Master Agreement.
- 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. Inform the State of any changes in Good Neighbor Agreement policy, law, and regulations.
- D. Recognize the State's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. 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 each SPA.

IV. THE STATE SHALL:

- A. LEGAL AUTHORITY. The State shall have the legal authority to enter into this Master 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 non Federal share of project costs, when applicable.



The State has general authorization to enter into this Agreement, pursuant to ORS 190.110. Specifically, the Department of Forestry has authority to enter into the Agreement, pursuant to ORS 526.274 and the Department of Fish and Wildlife has the authority to enter into the Agreement pursuant to ORS 496.164.

The State's payment obligations under this Agreement are conditioned upon the State's receipt of funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow the State, in the exercise of its reasonable administrative discretion, to meet its payment obligations under this Agreement. Nothing in this Agreement is to be construed as permitting any violation of Article XI, section 7 of the Oregon Constitution or any other law regulating liabilities or monetary obligations of the State.

- B. OMB CIRCULARS AND OTHER REGULATIONS. This Agreement is subject to the OMB Government wide Guidance for Grants & Cooperative Agreements found in subparts A through F 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.

The OMB Circulars are available http://www.whitehouse.gov/omb/circulars_default. Electronic copies of the CFRs can be obtained at the following internet site: <http://www.gpoaccess.gov/cfr/index.html>. If you are unable to retrieve these regulations electronically, please contact the U.S. Forest Service Administrative Contact (Grants Management Specialist).

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.

- C. 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.
- D. 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 only to the extent allowed by State law as stated in Article XI, section 7, of the Oregon Constitution and the Oregon Tort Claims Act (ORS 30.260 through 30.300). Each party to this Agreement agrees that it is responsible for the acts, omissions, or negligence of its own officers, employees or agents, to the extent allowed by the applicable 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 Master Agreement, and any subsequent Supplemental Project Agreements executed under this Master Agreement.



- E. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). The State shall maintain current information in the System for Award Management (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, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- F. INDIRECT COST RATES. Indirect cost rates must be formalized in a written agreement between the cognizant agency and Recipient. 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.
- G. 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.
- H. 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 agreement is in effect; or
 - (3) Use forced labor in the performance of the agreement or subawards under the agreement.



- 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 a.1 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 a.1 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 a.1 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 a.1 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 a.1 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 a.1 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).

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

- A. 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 a Financial Plan for each SPA.
- B. PRINCIPAL CONTACTS. The Principal Contacts for the State and the Forest Service are listed in Attachment A. This list may be updated as needed without formal modification to this Master Agreement.
- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Master Agreement and agree to actions essential to fulfill its purposes.
- D. PROJECT PLANNING. The parties will meet as mutually agreed to discuss potential projects and jointly review the active project proposal list.
- E. SUPPLEMENTAL PROJECT AGREEMENTS. Nothing in this Master Agreement obligates either party to offer or accept any project proposals under this Master Agreement. Any projects added to this Master Agreement must be by mutual consent of the parties through a specific SPA. At a minimum, an SPA must:
 1. Include language stating that the SPA will be made a part of this Master Agreement thereby subjecting it to the terms of the Master Agreement.
 2. Include a description of the project and agreed to activities. Requirements are further clarified in the SPA template.
 3. As applicable, include a map and description of the project area, treatment activities and corresponding treated acres, and other agreed to activities.
 4. Describe the desired end result of the project(s).
 5. Designate a Forest Service representative and a State official to monitor their respective responsibilities outlined in the SPA.
 6. Include a Financial Plan to identify each parties contributions, as applicable, for projects identified in the SPA.
 7. Include any necessary forest restrictions and closure dates to allow the State to implement and complete the project(s) within the specified timeframes.
 8. Provide necessary direction to the State to ensure compliance with appropriate laws and regulations to fulfill the terms of the SPA.
 9. Identify any reporting requirements.
 10. Be reviewed and approved by a Forest Service Grants & Agreements Specialist.



11. Be mutually agreed to, in writing, by both parties and executed by the designated Signatory Officials.
12. Supplemental Project Agreements can be entered into by either the Department of Forestry or the Department of Fish and Wildlife and signed by their respective authorized representative or designee.

In addition, if timber removal is anticipated, the Supplemental Project Agreement must include a detailed Timber Removal Plan, activities must be coordinated with the Forest Service, and the State's timber sale contract must be reviewed and approved by a Forest Service delegated timber contracting officer.

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. PERFORMANCE REPORTING. Performance reporting will be required for each Supplemental Project Agreement. There is no performance report required for this Master Agreement.

H. 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 Master Agreement.

To the State Program Manager, at the address shown in this Master Agreement or such other address designated within this Master Agreement.

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



- I. PARTICIPATION IN SIMILAR ACTIVITIES. This Master 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.
- J. 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 Master Agreement.
- K. 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 Master Agreement, or benefits that may arise therefrom, either directly or indirectly.
- L. 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 Master Agreement, or the completion date of this Master 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.
- M. 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.
- N. 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 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 Master 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.
- O. FREEDOM OF INFORMATION ACT (FOIA). Public access to Master Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the applicable law. The Forest Service will comply with the "Freedom of Information" Act (5 U.S.C. 552), and the State will comply with the Public Records Law (ORS 192.410 to 192.505).



P. 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.

Q. 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 Master 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.

R. 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 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 Master Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

S. GOVERNMENT-FURNISHED PROPERTY. The State may only use Forest Service property furnished under this Master Agreement for performing tasks assigned in this Master 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 Master 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 Master Agreements of assignment in favor of the Government in obtaining recovery.
- T. TERMINATION BY MUTUAL AGREEMENT. This Master 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 Master Agreement must not accomplish the purpose for which the Master Agreement was made, the Forest Service may terminate the agreement upon 30 days written notice in its entirety.

Upon termination of a Master Agreement, the State shall not incur any new obligations for the terminated portion of the Master 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.



U. 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 of 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.

- V. 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 for AD-1048 will be completed by each sub-recipient or contractor and retained by the State.

- W. MODIFICATION. Modifications within the scope of this Master 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.

Future modifications of this Master Agreement shall only require signatures of the respective Directors of Oregon Department of Forestry and the Oregon Department of Fish and Wildlife.



X. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature. The end date, or expiration date is **03/31/2026**.

Y. 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 Master Agreement. In witness whereof, the parties have executed this Master Agreement as of the last date written below.

Kate Brown

3/29/16

KATE BROWN, Governor
State of Oregon

Date

Doug Decker

3-29-2016

DOUG DECKER, State Forester
Oregon Department of Forestry

Date

Curt Melcher

3/29/16

CURT MELCHER, Director
Oregon Department of Fish and Wildlife

Date

James M. Peña

3/29/16

JAMES M. PEÑA, Regional Forester
U.S. Forest Service, Region 6

Date

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

Janelle Geddes

3/29/16

JANELLE GEDDES (16GN11062754011)
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.

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 part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

ATTACHMENT A
Principal Contacts
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EXAMPLE SUPPLEMENTAL PROJECT AGREEMENT
as attached



**ATTACHMENT A
PRINCIPAL CONTACTS**

Individuals listed below are authorized to act in their respective areas for matters related to this Master Agreement (16GN11062754011; March 2016).

Principal State Contacts:

State Project Coordinators	State Administrative Contacts
Name: Chad Davis, Oregon Dept. of Forestry (Senior Policy Analyst) Address: 2600 State Street City, State, Zip: Salem, OR 97310 Telephone: 503-602-2130 Email: chad.davis@oregon.gov	Name: Norm Miller, Oregon Dept. of Forestry (Partnership Development Program Director) Address: 2600 State Street City, State, Zip: Salem, OR 97310 Telephone: 503-945-7419 Email: namiller@odf.state.or.us
Name: Shannon Hurn, Oregon Dept. of Fish and Wildlife (Deputy Director for Fish and Wildlife Programs) Address: 4034 Fairview Industrial Dr. SE City, State, Zip: Salem, OR 97302 Telephone: 503-947-6072 FAX: Email: shannon.m.hurn@state.or.us	Name: Bill Herber, Oregon Dept. of Fish and Wildlife (Deputy Director for Administration) Address: 4034 Fairview Industrial Dr. SE City, State, Zip: Salem, OR 97302 Telephone: 503-947-6031 FAX: Email: bill.herber@state.or.us

Principal Forest Service Contacts:

Forest Service Project Coordinator	Forest Service Administrative Contact
Name: Carol Boyd, Region 6 (Assistant Director, Natural Resources) Address: 1220 SW 3 rd Avenue PO Box 3623 City, State, Zip: Portland, OR 97294-2825 Telephone: 503-808-2990 Email: cboyd@fs.fed.us	Name: Janelle Geddes, Region 6 (Supervisory Grants Management Specialist) Address: 16400 Champion Way City, State, Zip: Sandy, OR 97055 Telephone: 503-668-1418 Email: jgeddes@fs.fed.us



FS Agreement No. XX-GN-XXXXXXXX-XXX

Cooperator Agreement No. _____

EXAMPLE ONLY– ALL ACTIONS TIERED TO THE MASTER AGREEMENT WILL BE EXECUTED UNDER SEPARATE SUPPLEMENTAL PROJECT AGREEMENTS. ITEMS IN THIS SPA MAY CHANGE DEPENDING ON TYPE OF WORK CONTEMPLATED. PROVISIONS SHALL REMAIN THE SAME UNLESS NEGOTIATED and AGREED.

**GOOD NEIGHBOR AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT**

To

MASTER GOOD NEIGHBOR AGREEMENT #16-GN-11062754-011

BETWEEN

OREGON DEPARTMENT OF FORESTRY AND
OREGON DEPARTMENT OF FISH AND WILDLIFE

USDA, FOREST SERVICE
REGION 6

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 #16-GN-11062754-011. The CFDA for this agreement is 10.691.

**Title: Good Neighbor Supplemental Project Agreement for Forest Restoration Services –
*INSERT ADDITIONAL SPECIFIC TITLE here***

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 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 Scope 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 Scope of Work, 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 National Forest System (NFS) lands.
3. Complete all necessary National Environmental Policy Act (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 National Environmental Policy Act (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, REIMBURSABLE OR ADVANCE AND REIMBURSABLE PAYMENTS. (ADVANCE, REIMBURSABLE OR ADVANCE AND REIMBURSABLE) payments are approved under this Good Neighbor Agreement. 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 only to the extent allowed by State law as stated in Article XI, section 7, of the Oregon Constitution and the Oregon



Tort Claims Act (ORS 30.260 through 30.300). Each party to this Agreement agrees that it is responsible for the acts, omissions, or negligence of its own officers, employees or agents, to the extent allowed by the applicable 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 Supplemental Project Agreement.

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 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. 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 the Good Neighbor Agreement.

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. 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 Master Agreement entitles the State to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
12. 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.
13. FUNDING EQUIPMENT FOR STATE RECIPIENTS. Federal funding under this Good Neighbor Agreement is 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. The State will adhere to State laws and procedures regarding purchase, use, and disposition of equipment.

OR

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.

14. AGREEMENT CLOSE-OUT. 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 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 agreement, 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 agreement 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.

15. TERMINATION BY MUTUAL AGREEMENT. This agreement 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 agreement will not accomplish the purposes for which the agreement was made, the U.S. Forest Service may terminate the agreement 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 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.

16. *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: Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:

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

- B. **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 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 agreement 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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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



APPENDIX A
SCOPE OF WORK
AGREEMENT #: INSERT AGREEMENT NUMBER HERE

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

Example Only



APPENDIX D
TIMBER REMOVAL PLAN
AGREEMENT #: *INSERT AGREEMENT NUMBER HERE*

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
AGREEMENT #: *INSERT AGREEMENT NUMBER HERE*

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