

Good Neighbor Authority Guidance



2021

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BACKGROUND

Beginning in 1998, the Department of Agriculture’s U.S. Forest Service (USFS) and the Colorado State Forest Service (CSFS) began exploring ways to implement forest health and restoration treatments across ownership boundaries more efficiently. They determined it would be beneficial in certain cases for foresters employed with the State of Colorado through the CSFS to provide forestry services or serve as agents of the USFS for the purpose of implementing projects on federal land adjacent to state or private lands.

In 2000, Congress authorized the USFS to initiate the “Good Neighbor” pilot program (Public Law 106-291 Sec. 331 Oct. 11, 2000). The legislation authorized the USFS to permit CSFS to plan and implement “treatment of insect infested trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat” on National Forest land when conducting similar activities on adjacent state or private land. The law authorized the state to implement projects directly or act as an agent of the Federal Government to enter into subcontracts using the respective states’ contracting procedures.

Reauthorization of the Good Neighbor Authority (GNA) in 2004 (PL 108-447 Sec. 336 Dec. 8, 2004) added Bureau of Land Management (BLM) lands in Colorado to the scope of the authority. The Consolidated Appropriations Act, 2014 (PL 113-76 Sec. 417 Jan 17, 2014) reauthorized GNA and expanded it to all states that contain BLM or USFS lands. Subsequently the Agricultural Act of 2014 (PL 113-79 Sec. 8206 Feb. 7, 2014) was passed which also included a similar version of GNA. PL 113-76 has sunset, but the Agriculture Act version remains valid and is the basis for this guidance. Although the initial pilot GNA (2000) focused on forested watersheds, GNA is available to multiple program areas and authorizes a broad scope of land management activities including fuels management, rangeland, watershed, wildlife, and fish habitat restoration, and abandoned mine land reclamation. The Agriculture Improvement Act of 2018 (PL 115-334) further expanded the authority to counties and tribes and other provisions as described in this guidance.

GUIDANCE OBJECTIVE

The purpose of this document is to provide guidance for identifying, preparing, and implementing GNA projects that meet the requirements of applicable laws. The authorizing statute for GNA is [16 U.S.C. 2113a](#).

SUMMARY OF GOOD NEIGHBOR REQUIREMENTS AND AUTHORITIES

As provided in the authorizing statute (16 U.S.C. 2113a), in order for a project to qualify as a GNA project, the following criteria must be met.

1. The project consists of Authorized Restoration Services, which include: treatment of insect and disease infected trees, hazardous fuels reduction, or any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat.

2. The agreement or contract is with an entity of state or county government or an Indian tribe. These entities will herein be referred to as cooperating entities.
3. The project does not include construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas, or the construction, alteration, repair or replacement of public buildings or public works.
4. The project does not include public lands that have the following designations: National Wilderness Preservation System, Wilderness Study Areas, or any other area where removal of vegetation is prohibited or restricted by Act of Congress or Presidential Proclamation including the applicable implementation plan.
5. The BLM provides or approves all silviculture prescriptions and marking guidelines for projects that include the sale of forest products.
6. Although the agreement or contract may allow a cooperating entity to provide National Environmental Policy Act (NEPA) services and site surveys, the decision to authorize a project remains the responsibility of the BLM and cannot be delegated.

GNA projects constitute the use of one or more of the following authorizations:

1. A sole source contract or a cooperative agreement citing a GNA Notice of Funding Opportunity (NOFO) or a single source with a Notice of Intent (NOI) to award to a state government entity, county entity, or Indian Tribe. (Stewardship contracting may not be used in conjunction with GNA).
2. A contract or agreement where the cooperating entity is serving as an agent in providing up to all services necessary to carry out Authorized Restoration Services.
3. A contract or agreement with a state government entity that authorizes the sale of timber and allows the state to retain receipts from the sale to fund BLM authorized restoration services on BLM land under the existing agreement or contract or another authorized GNA project in the state if there are funds remaining after carrying out restoration services under the existing agreement. This authority expires on October 1, 2023.

GNA applicability:

1. The authorizing statute specifies that GNA applies to Federal land, non-Federal land, and land owned by an Indian Tribe. Under this authority, funds may be used for GNA projects on non-BLM managed lands if the project directly benefits BLM-managed lands.

ROLES AND RESPONSIBILITIES

BLM Headquarters Office

- A. The responsibility of the Headquarters Office (HQ), HQ-700 and HQ-200 Directorates in coordination with Fire and Aviation Directorate (FA) is to provide policy guidance to state offices and oversight of GNA implementation.

BLM State Office

A. State Director

1. Assesses the proper use and management of the GNA as a normal part of BLM statewide resource programs and actively reviews those programs utilizing the authority.
2. Designates a State Office Good Neighbor Coordinator to fulfill the roles described in paragraph C of this section including reviewing and approving the project approval checklist.
3. Ensures that field offices complete the reporting and tracking requirements identified in this guidance.
4. Seeks opportunities to partner with states, counties, and tribes to expand the use of the GNA on both forest and rangelands.

B. Grants Management Officer (GMO)

1. Post all NOFOs and NOIs under GNA Assistance Listing (CFDA) number 15.015.
2. GMO will coordinate with State Office Good Neighbor Coordinator to determine whether they will post an approved GNA template NOFO each fiscal year allowing recipients to apply throughout the fiscal year or post a directed single source NOI in the Grant Solutions (GS) Grants Management Module(GMM) directing the NOI to a specific recipient(s).
3. Insert the statement in Exhibit 2 in the NOFO and NOI to certify the cooperative agreement signatory is authorized to represent the state, county, or Indian tribe and that the entity is eligible under 16 USC 2113a. The signing of the SF 424 application referencing the NOFO, or NOI fulfills the certification requirement.
4. Prior to award obtain a copy of the signed project approval checklist (Exhibit 1) and coordinate with the State Office Good Neighbor Coordinator to ensure the requested action falls within the scope of the approved project.
5. Ensure cooperative agreement is awarded under the GNA authority, GNA Assistance Listing number 15.015 and check the GNA Project Category in GS GMM.
6. Coordinate with the State Office Forestry Lead to review agreements that have the sale of vegetative products.

C. Contracting Officer (CO)

1. Obtain a copy of the signed project approval checklist (Exhibit 1) prior to initiating a contract and coordinate with the State Office Good Neighbor Coordinator to ensure the requested action falls within the scope of the approved project.
2. Complete a sole source justification in accordance with FAR Part 13 or a justification for other than full and open competition in accordance with FAR Part 6. Sole sourcing under the GNA is authorized by statute. Obtain the proper approvals on the sole source justification based on dollar value and ensure compliance with the posting requirements.
3. Complete an acquisition plan, market research report, and obtain a fully approved DI-1886, plus any other applicable acquisition planning documents.
4. Provide Exhibit 2 to the prospective contractor to certify that they are authorized to represent the state, county, or Indian tribe and that the entity is eligible under 16 USC 2113a. File a copy of the signed certification under C54 of the eFile checklist; a signed certification must be obtained before a contract can be awarded.
5. Engage with the prospective contractor to ensure they understand the type of contract and what their options are under that contract. For example, most GNA contracts are fixed price contracts with deliverables, and the contract can only be modified when project circumstances affect work and/or the Government needs changes. If delays are caused on the contractor side, the Government may be entitled to consideration on a modification. Ensure the prospective contractor understands the Government is paying a pre-determined price for the scoped services and cannot modify because the prospective contractor did not budget enough or have a cost overrun. Also ensure the prospective contractor understands they will not be paid until they make adequate progress and complete the project and provide the deliverables.
6. Per the DOI-AAAP-0024 Enhancing Competition, for any acquisition where only one offer was received, the Contracting Officer shall ensure that thorough and detailed price and/or cost analysis is documented in writing in the contract file. At a minimum, this analysis must include comparison of the offered price to market pricing. Comparison to an Independent Government Estimate is not adequate as the sole basis for determining that the price is fair and reasonable.
7. Complete all required solicitation, award decision, and award documentation in accordance with the applicable FAR part and DOI-AAAP-0046 Electronic Contract Files.

8. Coordinate with the State Office Forestry Lead to review contracts that have the sale of vegetative products.

D. State Office Good Neighbor Coordinators

1. Provide technical support for GNA policy including providing guidance on appropriate contracting or agreement tools.
2. Review all proposed projects to ensure GNA criteria are met using the checklist (Exhibit 1) submitted by the project lead. Sign and return form to project proponent.
3. Coordinate with the State Office Forestry Lead to provide guidance on the proper procedures to convey products for GNA projects that entail vegetative product sales.
4. Coordinate GNA use among all applicable program leads and encourage the appropriate use of GNA across a variety of programs. Particular programs of interest include Forestry, Range Management, Fish and Wildlife, and Fire/Fuels Management.

BLM Field Office

A. Project Lead

1. Meet with state, county, or tribal representative, relevant manager, and procurement analyst to explore projects where the GNA would increase efficiencies and help select the appropriate implementation mechanism.
2. Complete the project approval checklist (Exhibit 1) and maintain it in the administrative record file. For projects originating from a field office, forward the completed approval checklist to the field manager for approval.
3. Work with CO or GMO to initiate contract or agreement.
4. Be delegated by the CO or GMO to serve as COR, PO, or Project Inspector (PI) on agreements and contracts executed under this authority.
5. Enter data from projects that sell vegetative products into the Stewardship Contracting Information Database (SCID). Follow policies for data entry for other programs such as National Fire Plan Operations and Reporting System (NFPORS) for Fuels Management.

B. Field Manager

1. Approve GNA projects using the project approval checklist (Exhibit 1) for projects originating in a field office and forward to the state office GNA coordinator.

INTRODUCTION

GNA allows the BLM to create a contract or agreement that looks much like the conventional contracts or agreements the BLM uses, but that are not subject to regulations pertaining to advertisement and competition. This allows the BLM and states, counties, and tribes to take advantage of opportunities to share financial and personnel resources where doing so improves efficiency and reduces project implementation costs. In order to take advantage of the GNA provisions, six criteria must be met as outlined in the law and listed in the project approval checklist (Exhibit 1).

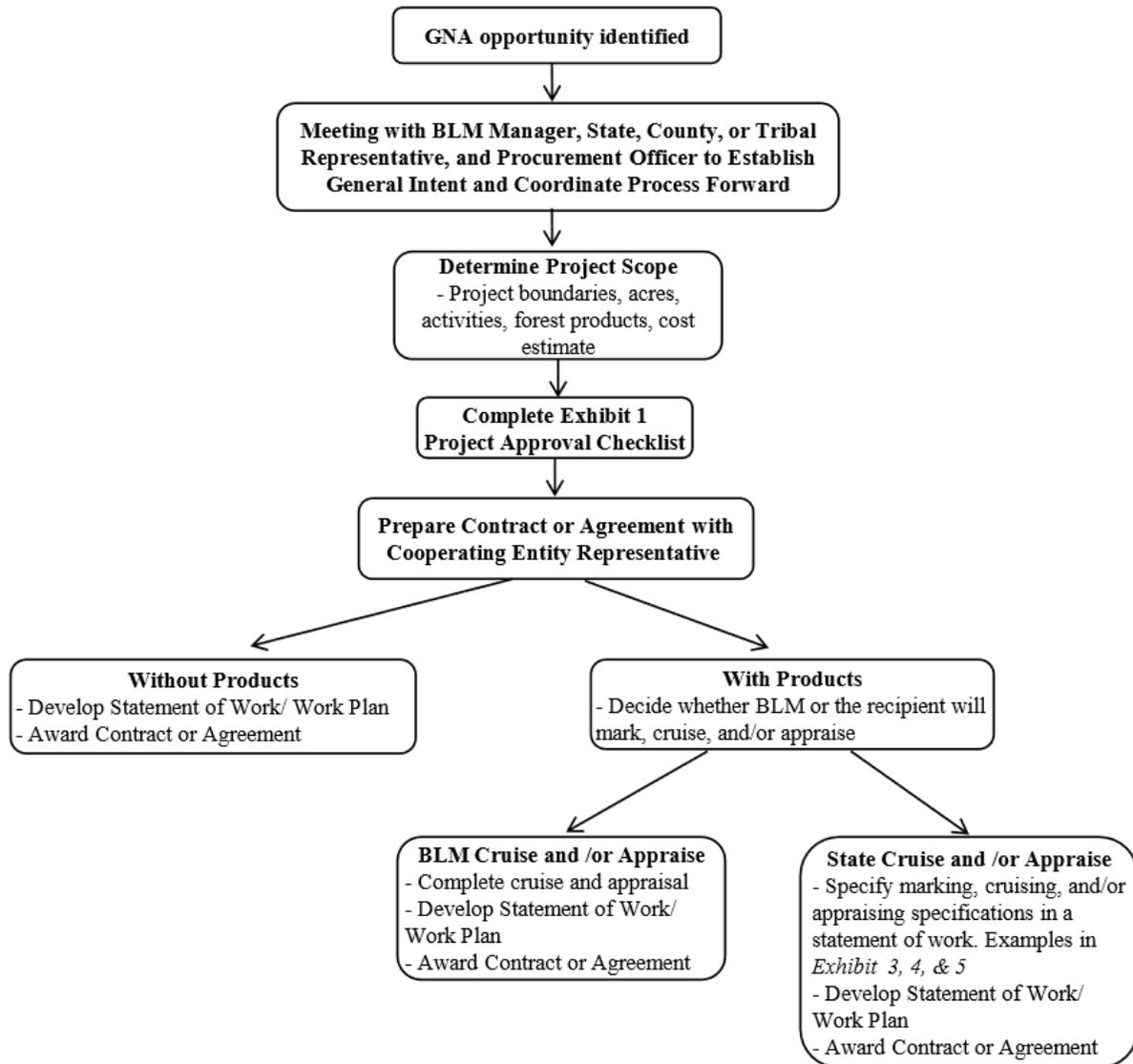
The purpose of this guidance is threefold. The first is to establish policy through this guidance and control points such as the approval checklist to properly apply the Good Neighbor statute ([16 U.S.C. 2113a](#)) and other applicable laws. The second is to emphasize that the GNA is available for a wide variety of projects and programs. The third is to provide an example GNA workflow. This example is not intended to limit the development of more complex arrangements that utilize the GNA provisions. Scenarios that entail the development of multiyear and programmatic agreements that cover a wide range of activities across multiple project areas or projects that include the conveyance of forest products are potential elements that also can occur under more complex GNA projects.

IMPLEMENTATION FOR ALL APPLICABLE PROGRAMS

As authorized, GNA is available for “forest, rangeland, and watershed restoration services,” which includes “activities to treat insect and disease infected trees, reduce hazardous fuels, and any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat.” Examples of work that could be accomplished through the GNA include but are not limited to: fuel breaks, herbicide application, planting, post-fire burned area rehabilitation, salvage/sanitation timber sales, pre-commercial/commercial thinning, prescribed fire, targeted grazing to meet rangeland health objectives, proactive forest or range restoration to provide wildlife habitat and improved livestock forage, noxious weed and invasive species treatments, wildland-urban interface fuels reduction, riparian or upland restoration as well as NEPA analysis and document preparation, endangered species act or cultural clearances, and data collection when conducted in conjunction with an authorized restoration service. See Exhibit 3 for examples of non-forestry projects that could be completed using GNA.

GNA is available to all BLM program areas that implement projects that meet the criteria described above. Once the procurement instrument is identified and a GMO or CO is assigned, a relationship with the cooperating entity is established through a sole source contract or a single source agreement that cites the GNA law for authorization.

Good Neighbor Simplified Process Workflow



DETERMINING A FEDERAL NEXUS UNDER GOOD NEIGHBOR

GNA is often used to facilitate cross boundary partnerships where multiple landowners and managers are cooperating to implement treatments to accomplish similar restoration objectives. The question arises with some GNAs whether the BLM has certain obligations under NEPA, the National Historic Preservation Act (NHPA) regarding Section 106 compliance process, and section 7 consultation for Endangered Species Act (ESA) on non-BLM lands that are part of a GNA project. This guidance helps answer that question.

NHPA

The BLM is responsible for Section 106 of the Act and compliance with NHPA regulations whenever the BLM determines that there is an undertaking. An undertaking is defined as a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval (36 CFR 800.16(y)). For GNA projects that include treatments on non-BLM lands, the BLM responsibility for completing the NHPA Section 106 process is dependent on whether the bureau directly funds treatments on non-BLM lands. If the project is an undertaking, field surveys conducted to identify historic properties may or may not be necessary in support of NHPA Section 106 compliance. Program alternatives such as State-specific Protocol Agreements between the BLM and State Historic Preservation Offices may identify expedited consultation procedures or lists of activities exempted from routine Section 106 consultation that may reduce or minimize consultation timeframes. BLM State Office Deputy Preservation Officers can offer guidance on the level of field survey and options for completing the NHPA Section 106 compliance process.

ESA

Federal agencies must consult with the U.S. Fish and Wildlife Service (FWS) when any action the agency carries out, funds, or authorizes (e.g., permits) may affect a listed species. Effects of an action are defined by the FWS as all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action (50 CFR 402). A consequence is caused by the proposed action if it would not occur *but for* the proposed action, and it is reasonably certain to occur (this definition collapses and includes direct, indirect, interrelated, and interdependent effects).

How to apply the above: The first step in determining if you need to complete section 7 on non-Federal land is to complete the “but for” test: a vegetation treatment on non-Federal lands that is treated in conjunction with a BLM GNA agreement may require section 7 consultation if that project could not be accomplished *but for* BLM funding or involves BLM discretion or approval. An example of this would be if BLM was permitting a new right-of-way across BLM lands to access the non-Federal land for completion of the project. If no BLM permit or funding is used to complete the vegetation treatment on non-Federal land, then no section 7 consultation is required for that portion of the project.

If a “but for” condition exists, the second step to determine if you need to complete section 7 consultation is to determine if there is clear and substantial information that consequences to listed species or critical habitat are “reasonably certain to occur”. For example, the permitting of a right-of-way to upgrade a two-track road to a crown and ditch road through the habitat of a listed plant species may have clear and substantial impacts as compared to permitting access across an existing road that does not need to be upgraded. These analyses will be site- and species- specific. Cooperating with partners using GNA to realize benefits from cross-boundary restoration projects does not alone trigger section 7 responsibilities for the BLM.

NEPA

Regulations pertaining to NEPA establish when actions trigger responsibility under NEPA which would require BLM to analyze the action for environmental impacts. The question is whether BLM must analyze actions conducted on adjacent non-BLM lands that are implemented in cooperation with the BLM in a GNA project. 40 CFR 1508.1(q)(vi) specifies that "actions" do not include... Non-Federal projects with minimal Federal funding or minimal Federal involvement where the agency does not exercise sufficient control and responsibility over the outcome of the project. In addition, GNA projects are cooperative and voluntary, and the BLM does not exercise control over the actions on non-BLM lands in GNA projects. If the BLM is not directly providing funding to the non-BLM treatment, then BLM would not include the non-BLM action as part of a proposed action. Under such circumstances, it may still be necessary to address the action implemented on non-BLM lands as part of the reasonably foreseeable planned actions in the description of the affected environment (40 CFR 1502.15).

WORKFLOW NARRATIVE

The following example workflow and narrative presents an example GNA workflow. The BLM would enter into a cooperative agreement or contract directly with an eligible entity without advertising the opportunity. The eligible entity would then implement the agreement or contract with their existing capacity or through subcontracts.

The initial meeting can include the BLM project lead, the BLM official that will be responsible for signing the decision record, the responsible state, county, or tribal official, and a BLM Contracting Officer or Grants Management Officer. The meeting should cover the scope of the project, the roles of each entity, the feasibility, and the general procurement or agreement process. It is important that clear objectives are set and that both parties understand who will be responsible for each task.

The next step of determining scope may vary, for example the amount of project planning already completed may affect the scope. In some cases, NEPA and project design has already occurred, and the initial meeting is primarily focused on treatment implementation. In other cases, the cooperating entity, during their project development phase, may approach the BLM to treat BLM managed land as a part of their project and assess whether the BLM has any existing plans or project NEPA for the identified area. As needed, project development and appropriate environmental analysis consistent with NEPA would begin.

One of the first steps in the procurement process is to develop the statement of work for a contract, or in the case of an agreement publish a NOFO or post a directed single source (NOI) in the GS GMM. The contract statement of work is a description of services that the cooperating entity is agreeing to provide. The description of work will vary depending on whether or not there are vegetative products as indicated in the workflow diagram. The statement of work may contain general instructions to meet land management objectives similar to a performance work statement or it can be more prescriptive. The statement of work may include tasks such as but not limited to assistance in NEPA development, survey or clearances (e.g., archaeology and threatened and endangered species), vegetation treatment, preparation of treatments, which in the case of vegetative products may include layout, marking, cruising, or appraising (Exhibits 4, 5, & 6). Note that in contracts where the cooperating entity is assisting with NEPA, it may not be

possible to use a contract for both the NEPA and the treatment, since the treatment requirement for the contract may not be known until after NEPA is complete. After finalization of the description of work, the BLM procurement process can proceed by completing a purchase requisition through the Financial and Business Management System (FBMS) for routing to the procurement or financial assistance group to go through the steps of awarding a contract or agreement.

Award of a contract to a contractor or agreement to a recipient will establish them as the cooperating entity that the COR/PO will monitor and communicate with throughout project implementation. If the cooperating entity subcontracts services, they will be responsible for communication and direction of the subcontractor. .

SALE OF FOREST AND VEGETATIVE PRODUCTS UNDER GNA

The sale and removal of forest products is often necessary to meet the objectives of forest and woodland treatments. GNA may entail a cooperating entity assisting the BLM with tasks such as layout, marking, cruising, appraising, awarding, and administering the sale of timber or other forest products for the BLM. The BLM can opt to have the cooperating entity, through a contract or agreement, provide services to help prepare forest product sales that the BLM would conduct using standard BLM procedures. The BLM can also opt to delegate the entire forest product sale process to the cooperating entity to complete using their procedures, in which case the BLM timber sale regulations (43 CFR 5400 - 5474) and policies including policies on the cruising, appraising, and minimum prices are waived under the authority of the 16 USC 2113a.

The following process assumes the cooperating entity will not purchase products from the BLM but will use their competitive sale process to advertise and award a forest product sale contract used by the cooperating entity for the sale of products from BLM managed lands to a third party. In this case, a BLM Stewardship or forest product sale contract will not be used. The conveyance of products is from the BLM to the third-party purchaser via the cooperating entity process. The third party will be subject to the stipulations on the cooperating entity's contract. The BLM will collect 100% of the receipts as defined in the cooperating entity's forest product sale contract and will not treat any product value as Program Income in the case of an agreement except where bullet 5(b) below applies.

Follow these steps when products will be sold as a result of the project objectives:

1. Determine if the cooperating entity will cruise, mark, and/or appraise the products and develop the service contract or agreement accordingly. Note that a BLM cruise volume and appraisal is not required prior to award to the cooperating entity.
2. For service contracts with the cooperating entity, include all the clauses in Exhibit 8 of this guidance except for "Revenue from the Sale of Products" when 5(b) of this section is being used. For agreements with the cooperating entity, include in the agreement terms and conditions the "Log Export Restriction" and "Revenue from the Sale of Products" unless option 5(b) of this section is used.

3. Work with the cooperating entity to ensure NEPA design features and requirements are incorporated in the cooperating entity's contract such as Endangered Species Act or cultural resource conservation measures.
4. When the hauling of forest products across private land is necessary and an existing access agreement is in place, such as a reciprocal right-of-way, coordinate with the cooperating entity to ensure that BLM initiated requests for access or use of the rights-of-way are completed and that appropriate language is included in the cooperating entity's contract related to any licensee responsibilities. Note that in most cases the BLM is not required to acquire access rights prior to issuing an agreement. The cooperating entity may independently enter into access agreements in some cases.
5. Determine the process for collecting revenue. The following options are at the discretion of the State Director and should consider the impact of applicable receipts distributions. Option (b) is only available for state governments.
 - a) The purchaser of the cooperating entity's contract will pay the BLM directly. The collection will be entered into Collections and Billing System (CBS) and associated with the SCID record through the contract number. Distribution of receipts is based on the land base the products were harvested from the same as would be done for a timber sale or forest product permit; or
 - b) The purchaser of a state government contract will pay the state government, and the state government will retain the receipts to be used on the contract that the receipts were received from, or if funds remain, on other GNA work within that state in accordance with 16 USC 2113a(b)(2)(C). Receipts determined by the state and the BLM to be excess, meaning they will not be used by the state for the project they were received from or for other GNA work in the state, shall be paid to the BLM as a collection as outlined in 5(a). This option is effective until October 1, 2023, unless extended by a future Act.
6. The naming convention in SCID should be "*Sale Name Good Neighbor Cooperating Entity*" where the italicized text is replaced by the relevant information.

TRACKING AND REPORTING

SCID

A project named "Good Neighbor Tracking *State Office*" is established for each state office in SCID where all GNA agreements with forest product sales will be tracked and reported for volume performance measures. All sawtimber sold and removed from BLM managed lands must be entered into the SCID. The purchaser for timber sold through GNA will be the cooperating entity in all cases including if the entity is using a subcontractor to harvest the timber.

To enter a new sale in SCID, find the Good Neighbor Tracking *State Office* project. Once in the project, create a new "FPS contract". The naming convention in SCID should be "*Sale Name Good Neighbor Cooperating entity*". Use this FPS to track volume and receipts.

NFPORS

All fuels management treatments and activities (including Community Assistance actions) designed to meet specific fuels management goals, need to be reported in the fuels NFPORS module.

Exhibit 1 - Good Neighbor Project Approval Checklist

Good Neighbor Project Approval Checklist			
Project Name			
State/District/Field Office		Project lead, On date:	
CO or GMO identified for project			
Functional Area/Funding Code(s)			
Qualification (all five must be checked "yes")			Yes
			No
1. The project consists of Authorized Restoration Services, which include: treatment of insect or disease infected trees, hazardous fuels reduction, or any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat.			
2. The agreement or contract is with a state government entity, a county government entity, or an Indian tribe.			
3. The project does not include construction, reconstruction, repair, or restoration of paved or permanent roads, parking areas, public buildings, or public works.			
4. The project does not include Public Lands that have the following designations: National Wildemess Preservation System, where removal of vegetation is prohibited or restricted by Act of Congress or Presidential Proclamation including the applicable implementation plan, or Wildemess Study Areas.			
5. The BLM will provide or approve all silviculture prescriptions and marking guidelines for timber sold (Applies to forest projects only, Write "N/A" in Yes column for other projects.).			
6. The Decision will be signed by a BLM official.			
At least one of the following elements must exist in order to be classified as a Good Neighbor project.			
Good Neighbor Provisions			Yes
			No
Will the contract or agreement be sole sourced to a state or county entity or tribe?			
Is a state, county, or tribal official serving as an agent to provide up to all services necessary to carry out Authorized Restoration Services?			
Additional Information			Yes
			No
Was a standard competitive procurement considered for this project and the GNA option deemed most efficient for the BLM? (<i>Explain</i>)			
Implementation Mechanism: service contract/agreement			
Type of Vegetative By-Products being sold if any			

*1. Forward copy of completed form to the BLM state office Good Neighbor coordinator for review and approval. 2. Return signed form to project proponent.

Field Manager (field office originated projects only)

Date

State Office Good Neighbor Coordinator

Date

Exhibit 2 - Good Neighbor Authorized Official Certification

Entities eligible to enter into a Good Neighbor contract or agreement with the BLM are defined in 16 USC 2113a as the Governor or any other appropriate executive official of an affected State, an Indian tribe as defined in 25 USC 5304, or an appropriate executive official of an affected county; or in any case in which multiple counties are affected, the appropriate executive official of a compact of the affected counties.

The official representing the state, county, or Indian tribe must certify in writing that he or she is an authorized representative of an eligible entity as defined in 16 USC 2113a. For contracts, the written statement must be provided to the Contracting Officer prior to award. For cooperative agreements, the certification is fulfilled when the prospective recipient signs an SF 424 Application for Federal Assistance when applying to the 15.015 Good Neighbor Authority NOFO containing the eligibility language in this exhibit.

Exhibit 3 - Various Program Examples

A wide variety of activities across all program areas that manage vegetation can use GNA as a versatile procurement tool. When a cooperating entity has the capability to provide services to the BLM and an efficiency can be achieved, a GNA contract or agreement can be used to sole source with them. The following examples all fit the criteria of Authorized Restoration Services as defined in the GNA law.

- Targeted grazing – Targeted grazing (prescribed grazing or managed herbivory) is the carefully controlled grazing by livestock to accomplish specific vegetation management objectives. Livestock may be used as a means to improve land health through weed control, wildfire fuels reduction, and other restoration activities. Activities that are often needed to implement targeted grazing include installation of fence, installation of range improvements including enclosures, maintenance of improvements, and livestock and range monitoring.
- Noxious weeds and invasive species treatments – Treatment of noxious weeds and invasive species is often carried out across multiple ownerships in a coordinated effort. GNA can be an effective tool to partner with a cooperating entity that is carrying out weed treatments, whether using herbicide, mechanical, or biological controls, in a coordinated cross boundary effort.
- Fuels Management* – Treatments and activities to include fuel breaks, mechanical thinning, biological applications, and prescribed fire to protect communities at risk, improve wildfire resiliency, and provide a safe and effective wildfire response.
- Community Assistance* – Projects across ownership boundaries with mutual benefit and the ability to leverage funds to complete work on the ground. Some treatments could include thinning around a community at risk, juniper removal to improve landscape resiliency.
- Rangeland plant restoration – Whether impacts are from wildfire, drought, or noxious weeds and invasive species, it is often necessary to aid the re-establishment of rangeland vegetation. This could entail development of plant materials, seed collection, site preparation, and seed or seedling planting. Native plant restoration is also often a cross boundary need and where a cooperating entity is conducting these activities, GNA can be used to conduct these activities on BLM managed lands.
- NEPA – GNA stipulates that the BLM decision cannot be delegated to a cooperating entity. However, a cooperating entity can provide assistance in conducting NEPA for a restoration project when it is a part of the overall project to implement Authorized Restoration Services.
- Riparian restoration – Restoration work following flood events, large washouts, or changes to riparian area form and function that support wildlife and livestock is often

more effective when implemented throughout a stream reach in coordination with a cooperating entity and other federal agencies. GNA can be used to install headcut and erosion control structures, check dam repair and removal, leaking ditches, re-contouring, or revegetation to support stream banks.

* Note that fuels management program-funded work (from the LF310 program), a GNA agreement or contract may be authorized for fuels management work on federal land or adjacent non-federal land for activities that benefit resources on federal land in accordance with the applicable appropriations authorization.

Exhibit 4 - Sample Appraisal

Timber volume is based on a net board foot volume derived using a sample tree cruising method across the ___acre project. The smallest tree measured was 12 inches DBH and the top diameter used for deriving volumes was 6 inches diameter. Biomass was determined using volumes estimated by a survey of local loggers and was not measured in plots. Move in cost was determined from previous projects of similar scope to be approximately \$2,500. Biomass logging cost is incorporated into the \$0.25 price per ton. This appraisal conforms to [43 CFR 5420](#) and [BLM Manual 9350](#).

- Logging cost = \$150 per MBF (sawlog)

- Hauling cost = \$90 per hour

- Profit and risk factor = 10%

Biomass = 13,000 green tons / 25 green tons per load = 520 loads

Sawlog = 553 MBF / 4 MBF per load = 139 loads

Sawlog = Bald Hills Stewardship cruise report

Logging cost (sawlog) = \$150 * 553 MBF = **\$82,950**

Haul cost = \$90 (per hr) * 2.5 hr (round trip) * 659 loads = **\$148,275**

Move in cost = **\$2,500**

Profit and risk = \$233,725 * 1.10 = **\$257,098**

Total cost = **\$257,098**

- Pond value ponderosa pine (6" – 11": 38% of volume) = \$260

(12" – 17": 53% of volume) = \$360 (≥ 18": 9% of volume) = \$420 ∴ (.38*553MBF*\$260)

= \$54,636 (.53*553MBF*\$360) = \$105,512 (.09*553MBF*\$420) = \$ 20,903

Total = **\$181,051**

- Biomass = \$0.25/Green Ton (13,000 tons * \$0.25) = **\$3,250**

Total timber value = **\$184,301**

Total appraised value = **(\$72,797)**

Pond values are from the July 15, 2011 issue of the OREGON LOG MARKET REPORT (OREGON DOMESTIC LOG PRICES EASTSIDE) published by John Lindberg Co-Publisher/Editor, 307 NE 63rd St #10, Vancouver, WA 98665, Telephone: 360-693-6766

Exhibit 5 - Sample Timber Marking Specification

The purpose of these specifications is to provide tree marking guidelines that are based on a silvicultural prescription and facilitate compliance with NEPA (document number) stipulations. Use of these specifications conforms to [43 CFR 5400](#).

The primary objectives of this project are to reduce the risk of high severity wildfire in the naturally regenerated stand and to increase spacing to enhance growth of trees in the plantation units. The secondary benefits include improving wildlife habitat by increasing resources available to understory vegetation and enhancing forest stand resilience to insects and disease. The desired results are 1) uneven aged structure with high retention of trees with late successional characteristics 2) reduce the number of small diameter and suppressed crown class pine trees (less than 12 inches diameter at breast height (DBH)) to create a stand with a residual basal area between 40 to 80 square feet per acre 3) retention of some saplings exhibiting good growth form for later recruitment into larger crown classes and 4) reduction in malformed stems to a couple per acre to reduce growing space dominated by legacy damage agents.

Trees to be harvested will be identified using the designation-by-description method of operator select for trees < 12 inches DBH and by blue mark for trees \geq 12 inches DBH. Using the parameters above, mark the cut trees with blue paint around the circumference at breast height and at least one butt mark at ground level. As a general guide, target crown spacing is 30 feet.

BLM will provide timber marking paint according to the office's policies and specifications. Paint security measures may be needed, and paint use should be tracked. Return used cans to BLM for proper disposal as well as excess paint.

Exhibit 6 - Sample Cruise Specifications

The purpose of this cruise design is to estimate the volume of timber to be conveyed to the purchaser on (insert stewardship contract or product sale form #) This cruise design conforms to [43 CFR 5422](#) , [BLM Manual 5300](#), and [BLM Manual 5310](#).

Trees greater than or equal to 12 inches DBH were market and tallied. (Tree volume of timber to be thinned that is < 12 inches DBH has been estimated from compiled weight reports for biomass harvests from similar stands).

This cruise will sample 10 percent of the population of trees to be harvested as sawtimber. Using a random point generator in GIS, generate the number of points needed to measure no more than four of the closest trees to each point. For example, if there are 300 trees total, one could generate 10 points to measure three of the closest trees at each point for a total of 30 trees or 10 percent. Measure species, height, DBH, defect, and grade each 16-foot log. Data will be collected by the BLM and processed in BLM's cruise processor.

Exhibit 7 - Minimum Clauses

Clauses for Service Contracts and Agreements that Sell Timber

Log Export Restriction

All timber to be removed by the Contractor/Purchaser under the terms of this contract/agreement are restricted from export from the United States in the form of unprocessed timber and are prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber means trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use. The term "unprocessed timber" does not include timber processed into any one of the following: (i) Lumber or construction timbers, except Western Red Cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list grades, sawn on 4 sides, not intended for remanufacture; (ii) Lumber, construction timbers, or cants for remanufacture, except Western Red Cedar, meeting current American Lumber Standards Grades or Pacific Lumber Inspection Bureau Export R or N list clear grades, sawn on 4 sides, not to exceed 12 inches in thickness; (iii) Lumber, construction timbers, or cants for remanufacture, except Western Red Cedar, that do not meet the grades referred to in clause (ii) and are sawn on 4 sides, with wane less than ¼ of any face, not exceeding 8¾ inches in thickness; (iv) Chips, pulp, or pulp products; (v) Veneer or plywood; (vi) Poles, posts, or piling cut or treated with preservatives for use as such; (vii) Shakes or shingles; (viii) Aspen or other pulpwood bolts, not exceeding 100 inches in length, exported for processing into pulp; (ix) Pulp logs, cull logs, and incidental volumes of grade 3 and 4 sawlogs processed at domestic pulp mills, domestic chip plants, or other domestic operations for the primary purpose of conversion of the logs into chips, or to the extent that a small quantity of such logs are processed, into other products at domestic processing facilities.

Thus, timber manufactured into the following will be considered processed: (i) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (ii) chips, pulp and pulp products; (iii) green or dry veneer and plywood; (iv) poles and piling cut or treated for use as such; (v) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (vi) shakes and shingles.

The Contractor/Purchaser shall complete "Export Determination" (Form 5450-17) and return it to the BLM prior to contract award. In the event the Contractor/Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Contractor/Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5450-17 and file the form with the Authorized Officer.

Prior to the termination of this contract, the Contractor/Purchaser shall submit to the Authorized Officer a "Log Scale and Disposition of Timber Removed Report" (Form 5460-15) which shall be executed by the Contractor/Purchaser. In addition, the Contractor/Purchaser is required under the terms of this contract/agreement to retain for a three-year period from the date of termination of the contract/agreement the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Revenue from the Sale of Products from BLM Managed Lands

All revenue from the sale of products from BLM managed lands shall be remitted to the BLM as follows: The cooperating entity shall facilitate the collection payment due to the BLM in accordance with the cooperating entity's timber sale contract. If their contract does not have a payment specification, the BLM may provide a payment schedule.

Commercial Volume Trespass and Suspension

If in connection with operations hereunder the Contractor, its subcontractors, or the employees of any of them cuts, injures, or removes any Government commercial volume, other than commercial volume to be removed under this contract, such action shall be construed as trespass and the Contractor shall be liable for damages under applicable state law, up to triple damages. If the Contractor cuts or removes any commercial volume not authorized for removal under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render the Contractor liable for damages under applicable state law, up to triple damages.

If trespass is determined by the Government as willful, the Contractor shall be responsible for damages up to triple the single damage fair market value of the particular commercial volume cut or removed or injured at the time of trespass, plus all administrative costs incurred by the Government during inspection and appraisal. The total price of commercial material removal (Schedule B) in trespass shall be deducted to the extent of single damages or the value of commercial material under Schedule B, whichever is lesser, from amount due because of trespass. The Contractor shall pay Government for such damages after written demand therefore by the Contracting Officer.

If the Contractor, its subcontractors, or the employees of any of them, cuts, injures, or removes any commercial volume and/or leave trees reserved under this contract, they shall fully cooperate, upon request of the COR, in the investigation of such acts. If full cooperation is not received or will not be forthcoming, the Contracting Officer may suspend that portion of the Contractor's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Hold Harmless and Responsibility for Damages to the Government

The Contractor agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death and to be liable for any damage suffered, cost, or expense incurred by the Government which claim, damage, cost or expense arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of the Contractor, its subcontractors, or employees of any of them. The Contractor shall pay the Government for such damages after written demand therefore by the Contracting Officer.

Protection of Roads, Utilities, Improvements and Monuments

Existing telephone, telegraph and transmission lines, fences, ditches, roads, gates, monuments including corners and brass caps, and all other improvements shall be protected as far as practicable in all phases of Contractor's construction or logging operations. All such roads and ditches shall be kept free of logs, slash, and debris. Damage to roads, utilities and improvements

shall be promptly paid for or repaired to a condition which, in the opinion of the Contracting Officer, is at least as good as the condition just prior to such damage.

Simultaneous Use of Contract Area by Others

The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the Contracting Officer first determines that such use of the contract area will not seriously interfere with the operations of the Contractor.

Watershed Protection: Water Quality, Erosion Control, and Soil Damage

The Contractor shall comply with all applicable state and federal laws and regulations pertaining to water quality in connection with any operations under this contract. The Contractor shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If the Contractor's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, the Contractor shall correct the condition to the satisfaction of the COR.

The Contractor shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the COR. The Contractor shall immediately discontinue any construction or commercial volume harvesting operations under this contract, upon receipt of written notice from the COR that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The COR shall notify the Contractor, in writing, when such operations may be resumed.

Refuse Control and Disposition of Waste Materials

The Contractor shall remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials or other refuse resulting from Contractor's operations. Areas for disposal of waste material shall be subject to approval of the COR.

Waste materials, such as garbage, trash, oil, grease, chemicals, and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near the Contractor's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement, or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Storage and Handling of Hazardous Materials

All petroleum products, industrial chemicals and similar toxic or volatile materials stored by the Contractor on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the COR, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

In addition, the Contractor shall comply with all applicable state and federal laws and regulations concerning the storage, handling, use and disposal of industrial chemicals, pesticides, herbicides, and other hazardous substances.

Records and Reports

Upon request of the COR, the Contractor shall furnish the following records and reports:

(1) volume or quantity of commercial volume cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing commercial volume from the contract area; and (3) prices received for lumber or other wood products.

Time for Removal of Personal Property

The Contractor shall have the right within one month after expiration of time for cutting and removal to remove equipment, improvements, or other personal property from Government lands or rights-of-way; provided, however, that any improvements such as road surfacing, culverts and bridges which have become a permanent part of a Government road shall not be removed. The Contracting Officer may grant an extension of time, not to exceed three months for removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed and disposed at the expense of the Contractor.