

Good Neighbor Authority



2026

Table of Contents

GUIDANCE OBJECTIVE	3
SUMMARY OF GOOD NEIGHBOR REQUIREMENTS AND AUTHORITIES.....	3
ROLES AND RESPONSIBILITIES	5
INTRODUCTION	9
AUTHORIZED ACTIVITIES AND APPLICABLE PROGRAMS.....	10
DETERMING A FEDERAL NEXUS UNDER GOOD NEIGHBOR.....	11
WORKFLOW NARRATIVE.....	11
SALE OF FOREST AND VEGETATIVE PRODUCTS UNDER GNA	11
TRACKING AND REPORTING.....	13
Exhibit 1 - Good Neighbor Project Approval Checklist.....	14
Exhibit 2 - Good Neighbor Authorized Official Certification.....	15
Exhibit 3 - Various Restoration Program Examples.....	16
Exhibit 4 - Sample Appraisal.....	18
Exhibit 5 - Sample Timber Marking Specification.....	19
Exhibit 6 - Sample Cruise Specifications	20
Exhibit 7 - Minimum Clauses.....	21

GUIDANCE OBJECTIVE

The purpose of this document is to provide policy and examples for identifying, preparing, and implementing GNA projects that meet the requirements of applicable laws. The authorizing statutes for GNA are [16 U.S.C. 2113a](#) and [16 U.S.C. 8571](#).

SUMMARY OF GOOD NEIGHBOR REQUIREMENTS AND AUTHORITIES

For a project to qualify for GNA, the following criteria must be met.

1. The project consists of:
 - a. 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 on Federal land, non-Federal land, and land owned by an Indian tribe and by either the Secretary or a Governor or county as applicable, pursuant to a good neighbor agreement.
 - b. Authorized Recreation Enhancement or Improvement Services, which include: establishing, repairing, restoring, improving, relocating, constructing, or reconstructing new or existing—
 - i. trails or trailheads;
 - ii. campgrounds and camping areas;
 - iii. cabins;
 - iv. picnic areas or other day use areas;
 - v. shooting ranges;
 - vi. restroom or shower facilities;
 - vii. paved or permanent roads or parking areas that serve existing recreation facilities or areas;
 - viii. fishing piers, wildlife viewing platforms, docks, or other constructed features at a recreation site;
 - ix. boat landings;
 - x. hunting or fishing sites;
 - xi. infrastructure within ski areas; or
 - xii. visitor centers or other interpretative sites; and
 - xiii. activities that create, improve, or restore access to existing recreation facilities or areas.

Refer to the Authorized Activities and Applicable Programs section below for additional explanation

2. The agreement or contract is with an entity of state, county government, or an Indian tribe. These entities will herein be referred to as cooperating entities.
3. A project for Authorized Restoration Services does not include construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas, other than the reconstruction, repair, or restoration of a BLM-managed road that is necessary to

carry out authorized restoration services pursuant to a good neighbor agreement; or the construction, alteration, repair or replacement of public buildings or public works.

4. A project for Authorized Restoration Services 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.

A GNA project constitutes the use of one or more of the following authorizations:

1. A sole source contract, 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 or Authorized Recreation Enhancement or Improvement Services.
3. A contract or agreement with a state government entity, county entity, or Indian tribe that authorizes the sale of timber and may allow the cooperating entity to retain receipts from the sale of the timber or other forest products. The cooperating entity must use the retained receipts to fund authorized restoration services or authorized recreation enhancement or improvement services under the existing GNA project or another authorized GNA project. Notwithstanding 2 CFR 200.307 regulations pertained to program income, the Good Neighbor Authority in 16 USC 2113a (b)(2)(C) authorizes the cooperating entity to collect and retain receipts from the sale of timber and other forest products regardless of the expiration of the GNA contract or agreement. The authority to award new contracts or agreements that authorized the cooperating entity to collect and retain receipts from the sale of timber or other forest products expires on October 1, 2028, or other later date as authorized by law. Existing agreements with retained receipts provisions will continue as awarded, and the expiration of the authority does not require the BLM to collect balances the cooperating entity collected pursuant this provision.

GNA applicability:

1. The authorizing statutes specify 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

Department of the Interior and BLM Headquarters Office

The responsibility of the Department of the Interior (DOI) Office of Grants Management (PGM), Office of Acquisition and Property Management (PAM), and the Office of the Solicitor (SOL) in coordination with Headquarters Office (HQ), HQ-700, HQ-200, and the US Wildland Fire Service 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 D 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.
5. Taking into consideration the effect on receipts distributions, determine the method for collecting receipts for GNAs with the sale of forest products. (Refer to Sale of Forest Products section of this guidance).
6. GNA allows for a single source award authority, so the BLM program may have conversations and meetings with the potential recipients prior to application submission to discuss potential projects, project scope, capacity, and project specifics, but the BLM program/employees cannot write, develop or assist the potential recipient with developing their proposal packages. If the award will not be made using the single source award authority, but rather made from a competitive NOFO, the BLM program/employees cannot have any conversations with the potential recipients prior to notification of award.

B. Grants Management Officer (GMO)

1. Follow the 2 CFR 200 and Departmental policies.

2. Post all GNA NOFOs and NOIs under GNA Assistance Listing (CFDA) number 15.015. NOFOs are not required for a GNA agreement but can be used for purposes of attracting more potential recipients if a direct award is not being utilized. However, use of an NOI is the preferred method.
3. Insert the statement in Exhibit 2 in the NOFO or 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. GNA agreements can sometimes have a performance period of up to 10 years. This is permissible if aligned with project needs and available funding, or if option years are included in the award.

All reviews, including Office of Grants Management (PGM) and Solicitor, will be conducted in accordance with departmental policy.

One area of consideration in the period of performance is the type of appropriations being used. The following table shows common types of no-year funding sources, which may support a period of performance for longer than five years.

Subactivity	Short name	Description
L5900	Forest Ecosystem Health/Salvage Fund	43 USC 1736a permanent operating fund for forest heath treatments which are a category of actions authorized under GNA
L6300	O&C Forest Management	O&C appropriation available until expended
L5310, L5320	Repair of Damaged Lands	FLPMA no year funds
L9110, L9120	Road Maintenance	FLPMA 43 USC 1762 no year funds
LF320	Burned Area Recovery	Fire appropriations
LF310	Fuels Management	Fire appropriations
L1232	Rec Fees	Federal Lands Recreation Enhancement Act, may be used given the Explore Act expansion of GNA
L7220	Donations Resource Restoration	FLPMA, Forestry has been using this for donations for tree planting

The following table shows common types of multi-year funding sources. An agreement with these funds may have a period of performance for longer than five years, if “option years” are used on the agreement. (This will be available once PGM establishes policies and procedures for the use of “option years” in agreements.)

Subactivity	Short name	Description
L1020, L1030, L1220, L1160, L1170, MLR	Management of Lands and Resources (MLR)	2-year funds currently
L9620	Forest Health Protection	Forest Service appropriations transferred to BLM. Often 4-year funds

If there is a possibility that “option years” will be considered in the award, specific information must be included in the NOFO and/or NOI. Refer to PGM’s “option year” policy for additional information.

If different funding sources (e.g. no-year funds and multi-year funds) are used in one agreement, it is the GMO’s responsibility to ensure the funding is expensed properly and the recipient is made aware of the timeframe limitations. For example:

A 10-year agreement is awarded with \$100K in no-year funds. The \$100K in no-year funds can be expensed and drawn down through the 10-year period of performance. In year three, the agreement is amended to add \$50K of two-year MLR funds. The \$50K funds can only be expensed for five years (years three through seven of the agreement), and the recipient must draw down those funds in those five years. The GMO must include language in the amendment that makes it clear to the recipient how long they have to expend and draw down those funds.

5. 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.
6. Ensure cooperative agreement is awarded under the GNA authority, GNA Assistance Listing number 15.015 and check the GNA Project Category in GS GMM.
7. Coordinate with the State Office Forestry Lead to review agreements that have the sale of timber or vegetative products. Ensure that any timber sale contracts that the recipient subcontracts to a third party do not have a period of performance that exceeds the contract or agreement period of performance (including potential option years).
8. See Exhibit 8 for project description examples.

C. Contracting Officer (CO)

1. Follow the Federal Acquisition Regulations (FAR) and Departmental policies.
2. 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.

3. 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 an authority authorized by statute. Obtain the proper approvals on the sole source justification based on dollar value and ensure compliance with the posting requirements.
4. Provide Exhibit 2 to the prospective contractor to certify that he or she is 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 usually 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. Coordinate with the State Office Forestry Lead to review contracts that have the sale of timber or vegetative products.

D. State Office Good Neighbor Coordinators

1. Provide technical support for GNA policy.
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 timber or vegetative product sales.
4. Coordinate GNA use among all applicable program leads and encourage the flexibility and appropriate use of GNA across a variety of programs. Particular programs of interest include Forestry, Range Management, Fish and Wildlife, Fire/Fuels Management, Recreation and Visitor Services, and Engineering.

BLM Field Office

A. Field Manager

1. Designate a Project Lead when a GNA project opportunity is identified.
2. Review and approve GNA projects using the project approval checklist (Exhibit 1) for projects originating in a field office and forward to the State Office Good Neighbor Coordinator.

B. 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 the CO or GMO to initiate the contract or agreement.
4. If delegated by the CO or GMO, serve as Contracting Officer's Representative (COR), Program Officer (PO), or Project Inspector (PI) on agreements and contracts executed under this authority.
5. Enter data from projects that sell timber or vegetative products into the Stewardship Contracting Information Database (SCID). Follow policies for data entry for other programs such as Interior Fuels and Post-fire Reporting System (IFPRS) for Fuels Management.

INTRODUCTION

GNA permits the creation of a contract or agreement that 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.

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 statutes ([16 U.S.C. 2113a](#) and [16 U.S.C. 8571](#)) 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 guidance and procedures to aid in implementation.

AUTHORIZED ACTIVITIES AND APPLICABLE PROGRAMS

GNA is authorized 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”. This definition encompasses a broad set of restoration actions that apply to work conducted by many BLM programs. Examples of work that could be accomplished through the GNA include but are not limited to: fuel breaks, herbicide application, seed and seedling 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, and community assistance to reduce the impacts of wildfire on the landscape, 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 restoration projects that could be completed using GNA.

GNA also authorized recreation enhancement and improvement projects, which includes establishing, repairing, restoring, improving, relocating, constructing, or reconstructing new or existing recreation infrastructure such as: trails or trailheads, campgrounds and camping areas, cabins, picnic areas or other day use areas, shooting ranges, restroom or shower facilities, paved or permanent roads or parking areas that serve existing recreation facilities or areas, fishing piers, wildlife viewing platforms, docks, or other constructed features at a recreation site, boat landings, hunting or fishing sites, infrastructure within ski areas, or visitor centers or other interpretative sites. In addition, GNA includes activities that create, improve, or restore access to existing recreation facilities or areas.

The question often arises whether inventory, surveys, and monitoring qualify under GNA. The restoration and recreation services defined in the GNA law imply that the authorized activities will alter vegetation, the aquatic environment, or habitat or recreation infrastructure. The GNA law also implies that the NEPA process, which may include data collection and surveys, may be part of a GNA project. Using GNA to implement stand-alone data collection or monitoring, is appropriate when there is a clear connection to future authorized restoration services.

Questions also arise about the interpretation of the exclusions in GNA of certain construction related activities within the restoration services authorization (recreation enhancement and improvement projects authorize a range of construction activities). In 2022, Public Law 117-328 amended GNA to remove the blanket prohibition on road work. The BLM is now authorized to include in GNA the reconstruction, repair, or restoration of BLM roads necessary to carry out the restoration activity including building temporary roads that would be rehabilitated after the restoration work is completed. A common example of this is the upgrade of culverts on permanent roads to improve fish passage and fish habitat.

GNA also prohibits construction of public buildings or works as a restoration service. This does not include features such as fence to protect wildlife or aquatic habitat or water catchments that

are installed for wildlife water sources. The guiding principle is whether or not the construction directly contributes to the restoration of vegetation or habitat.

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. Consult with the respective program lead for questions on this.

WORKFLOW NARRATIVE

The following is an example GNA workflow. Choosing whether to use a contract or agreement consistent with Federal Grant and Cooperative Agreement Act ([31 U.S.C. 6301-6309](#)). A meeting that includes the BLM project lead, the responsible state, county, or tribal official, and a CO or GMO may be beneficial for discussions on the best instrument as well as discussing the scope of the project and the roles of each entity.

The scope of a GNA may vary depending on the amount of project planning already completed. In some cases, NEPA and project design has already occurred, and the initial meeting is primarily focused on implementation of authorized restoration or recreation services. In other cases, the cooperating entity, during their project development phase, may approach the BLM to conduct a type of work or suite of projects on 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 process is to develop the description of work for a contract, or in the case of an agreement publish a NOFO or post a directed single source NOI. 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 and specifications 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.

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 restoration. 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 may 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 may also delegate the entire forest product sale process to the cooperating entity to implement 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 processes assume the cooperating entity will not purchase products from the BLM but will use their sale process to advertise and award a forest product sale contract to a third party. 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's process and contract. The third-party will be subject to the stipulations on the cooperating entity's contract. 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. 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, particularly on O&C Lands. 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.

It is important to work with the cooperating entity to determine the amount of time needed to complete the contract, because the term of the sale contract must end before the end of the GNA term/period of performance. The following two processes cover the collection of receipts in GNA and are at the discretion of the State Director.

GNA's where the purchaser on the forest product sale contract will make payments directly to the BLM.

1. The BLM may delegate volume estimation, tree marking, and the estimation of value to the cooperating entity through the GNA contract of agreement. A BLM cruise volume and appraisal is not required prior to award to the cooperating entity.
2. For service contracts, include all the clauses in Exhibit 7. For agreements with the cooperating entity, include in the agreement terms and conditions the "Log Export Restriction" and "Revenue from the Sale of Products". The "Revenue from the Sale of Products" clause instructs the cooperating entity to direct the forest product purchaser to make payments to the BLM.
3. Payments for the forest products will be entered into Collections and Billing System (CBS) (soon to be ACREs) 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.

GNA's where the cooperating entity retains the receipts.

1. This option is effective until October 1, 2028, unless extended by a future Act. If the authority for retained receipts expires, the BLM will discontinue awarding new GNA's that provide for retained receipts. Receipts collection already authorized under existing GNA's may continue and balances already collected by the cooperating entity may be utilized until expended. The purchaser of a cooperating entity contract that

sells forest products from BLM lands will pay the cooperating entity, and the cooperating entity will retain the receipts to be used for other GNA work consistent with 16 USC 2113a(b)(2)(C). If the cooperating entity has remaining receipts as the expiration of the GNA approaches and the cooperating entity and BLM agree there is additional Good Neighbor work, a new GNA can be awarded to carry the balance forward through a continuation.

1. For service contracts, include all the clauses in Exhibit 7 of this guidance except for “Revenue from the Sale of Products”. For agreements, include in the agreement terms and conditions the “Log Export Restriction”.
2. Unused receipts retained by the cooperating entity and determined by the cooperating entity and the BLM to be excess as the expiration of the GNA approaches, should be paid to the BLM as a collection.
3. 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 timber 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.

IFPRS

All fuels management treatments and activities (including Community Assistance actions) designed to meet specific fuels management goals, need to be reported in the fuels IFPRS 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 must be checked "yes" unless not applicable)			Yes
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; or Authorized Recreation Services.			<input type="checkbox"/>
2. The agreement or contract is with a state government entity, a county government entity, or an Indian tribe.			<input type="checkbox"/>
3. The project does not include construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas, other than; or does not include the construction, alteration, repair or replacement of public buildings or public works. Exception for the reconstruction, repair, or restoration of a BLM-managed road that is necessary to carry out authorized restoration services pursuant to a good neighbor agreement. (Does not apply to Authorized Recreation Services)			<input type="checkbox"/>
4. The project does not include Public Lands that have the following designations: National Wilderness Preservation System, where removal of vegetation is prohibited or restricted by Act of Congress or Presidential Proclamation including the applicable implementation plan, or Wilderness Study Areas. (Does not apply to Authorized Recreation Services)			<input type="checkbox"/>
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.).			<input type="checkbox"/>
6. The Decision will be signed by a BLM official.			<input type="checkbox"/>
At least one of the following elements must exist in order to be classified as a Good Neighbor project.			
Good Neighbor Provisions			Yes
Will the contract or agreement be awarded to a state or county entity or Indian tribe?			<input type="checkbox"/>
Is a state, county, or tribal official serving as an agent to provide up to all services necessary to carry out Authorized Restoration or Recreation Services?			<input type="checkbox"/>
Is the state, county, or Indian tribe retaining receipts from the sale of forest products?			<input type="checkbox"/>
Additional Information			Yes
Was a standard competitive procurement considered for this project and the GNA option deemed most efficient for the BLM? (<i>Explain</i>)			<input type="checkbox"/>
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 after reviewing this eligibility language.

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 or prescribed grazing 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 or prescribed 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)

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.

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 will be included, 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 contract name or #) This cruise design conforms to [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 - Additional 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 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 Project 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.

Exhibit 8- Project Description Examples

The following examples of scope incorporate appropriate project guidelines and flexibility. In each case, however, the Program Office and the Grants Management Officer (GMO) will tailor the project description within the individual award document to reflect the specific facts, objectives, funding limitations, performance milestones, statutory authorities, and compliance requirements applicable to that recipient and project. This tailored approach ensures that while awards remain consistent with overarching programmatic goals and eligibility parameters, they also provide sufficient specificity to establish clear expectations, measurable outcomes, and enforceable terms and conditions aligned with the approved scope of work.

Example 1:

Project Description: Under the Good Neighbor Authority, financial assistance eligibility is limited to states, counties, and federally recognized Indian tribes. XXX State Office of the Bureau of Land Management (BLM) seeks to engage cooperators to support hazardous fuels reduction activities on public and private lands along the wildland-urban interface (WUI) to reduce the risk to resources on both federal and private lands from wildfire. Reducing the risk of wildfire to communities, property, wildlife, and critical infrastructure is essential to public and firefighter safety.

Specific Management Actions: Specific outputs from this project include: Implement hazardous fuels reduction activities, on federal land, or on adjacent nonfederal land for activities that mitigate the threat of catastrophic fire to communities and natural resources in high risk areas; Community programs and partners that develop local and regional capability including; implementation, assessment, planning, and mitigation activities. Technical Approach will include (but not be limited to):

- Commercial and non-commercial thinning of forests
- Hand and mechanized treatment of vegetation to reduce hazardous fuel conditions and or improve habitats
- Seeding of appropriate wildlife browse and forage species for habitat enhancement, and seeding for erosion and noxious weed control on sites disturbed by management activities. Seeding's will be of native species unless science and experience have proven non-native, non-invasive species are more effective.
- Layout of treatment unit boundaries under the direct supervision of BLM staff.
- Prescribed fire planning and implementation will be part of the overall project. Federal agency personnel will serve as the lead partner for any prescribed fire planning and operations.

Example 2:

Lands across [geographic area] face challenges from invasive species, threats to priority species habitat such as Greater sage-grouse, mule deer, elk and pronghorn, degradation of riparian and aquatic habitat, aging rangeland infrastructure, barriers to fuels management. The Bureau of Land Management and [geographic area] will work extensively as partners to manage the complex and varied issues that challenge the landscapes of the state. The purpose of this

agreement is to enter into a new partnership in [geographic area] between the BLM and the State, utilizing Good Neighbor Authority. This partnership between the entities will allocate resources to streamline the evaluation, prioritization, implementation and monitoring of habitat enhancement projects critical to both entities, within 19 million acres of land in [geographic area]

Expected Outcomes:

The partnership outlined in this agreement aims to:

- Inventory, treat and evaluate invasive species presence across the area- up to 19 million acres of land in [geographic area]
- Assess vegetation treatments in priority habitats, including nearly 8 million acres of GRSG Core habitat, and identified migration corridors, as well as other priority habitats.
- Improve riparian and aquatic habitat quality in portions of the geographic area watersheds
- Reduce fuel loading by collaborating on fuel treatment projects within the [geographic area]
- Modify or improve rangeland infrastructure for the benefit of wildlife and livestock on over 100 grazing allotments.

Public/BLM Benefits: Both the BLM and the State share the goals of effective landscape management to benefit habitat, wildlife and natural resources for the benefit of the public. This agreement will be undertaken utilizing Good Neighbor Authority (GNA). 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”. Entering into this agreement will increase the efficiency of the partnership to identify, prioritize, evaluate and implement projects to benefit the landscapes of [geographic area].