



RESOLUTION No. 26-392

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING THE GOOD NEIGHBOR AGREEMENT (FS AGREEMENT NO. 26-GN-11051700-XXX) BETWEEN THE USDA FOREST SERVICE, TAHOE NATIONAL FOREST, AND THE NEVADA COUNTY OFFICE OF EMERGENCY SERVICES, FOR THE EVACUATION SAFETY CORRIDOR AND PROTECTION ENHANCEMENTS (ESCAPE) COLLABORATION, IN THE AMOUNT OF \$158,261, FOR THE PERIOD OF MAY 30, 2026, TO DECEMBER 30, 2035, AUTHORIZING THE DIRECTOR OF EMERGENCY SERVICES TO EXECUTE THE AGREEMENT AND ALL DOCUMENTS REQUIRED FOR THE AGREEMENT, AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE FISCAL YEAR 2026/27 EMERGENCY SERVICES BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)

WHEREAS, the County of Nevada has a severe and present danger from wildfire, and a significant proportion of Nevada County acreage is USDA Forest Service and Tahoe National Forest land; and

WHEREAS, the County of Nevada Office of Emergency Services (OES) and Tahoe National Forest (TNF) both have a vested interest in supporting wildfire resilient communities and landscapes in Nevada County; and

WHEREAS, OES has entered into Good Neighbor Agreements (GNA) with the USDA Forest Service and the Tahoe National Forest (Resolution 24-411 and Resolution 25-031) to increase the pace and scale of wildfire mitigation efforts on Tahoe National Forest land within Nevada County; and

WHEREAS, the Tahoe National Forest and OES have demonstrated success in multi-jurisdictional GNA frameworks that support collaborative efforts to execute authorized forest, rangeland, and watershed restoration activities; and

WHEREAS, the Evacuation Safety Corridor and Protection Enhancements (ESCAPE) GNA projects may take place throughout Nevada County, on and off National Forest System (NFS) lands, so long as the projects primarily benefit NFS lands and their watersheds; and

WHEREAS, this agreement recognizes funding and includes the authority for work on the TNF, as part of specific grant-funded projects, and provides an opportunity for the collaborative identification of additional projects with a nexus to Nevada County's 2025 Community Wildfire Protection Plan (Resolution 25-064) and the 2024 Evacuation Study (File No. 24-0695); and

WHEREAS, project activities may include the removal of surface and ladder fuels, mastication, chipping, biomass removal, timber removal, hazardous tree removal, use of an air curtain incinerator, and targeted herbicide application; and

WHEREAS, this agreement provides the County of Nevada with the opportunity to administer roadside timber sales, on behalf of the Tahoe National Forest, and to invest any revenue gained from these sales into additional mutually agreed-upon wildfire hazard mitigation projects, and projects with benefit to NFS watershed(s); and

WHEREAS, all activities shall adhere to applicable environmental compliance, including the National Environmental Policy Act on federal land for which the USDA is responsible; and

WHEREAS, all projects proposed for completion under this Agreement will undergo a collaborative process to ensure that both parties understand the goals and objectives of the agreed upon restoration services, and all necessary rules, regulations, and policies as outlined in this agreement; and

WHEREAS, the ESCAPE GNA recognizes secured funding for three distinct projects: (1) National Forest Foundation (NFF) Direct Grant Funds in the amount of \$7,000,000, to complete 1,528 acres of treatment (Resolution 26-130 and SR 26-0584), (2) Sierra Nevada Conservancy funding in the amount of \$1,027,721, to complete 172 acres of treatment (Resolution 25-386 and SR 26-0585), and (3) \$158,261 of USFS funding for maintenance treatments (included as part of this Resolution); and

WHEREAS, all additional projects will be brought to the Board of Supervisors for approval and fund acceptance.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves the Good Neighbor Agreement (FS Agreement No. 26-GN-11051700-XXX) between the USDA Forest Service, Tahoe National Forest, and the Nevada County Office of Emergency Services, for the Evacuation Safety Corridor and Protection Enhancements (ESCAPE) Collaboration, in the amount of \$158,261, for the period May 30, 2026, to December 30, 2035, authorizes the Director of Emergency Services to execute the Agreement and all documents required for the agreement, and directs the Auditor-Controller to amend the fiscal year 2026/27 budget (4/5 affirmative vote required) as follows:

Increase:

FD1000 CC20702 PG4141000 SC21520	\$158,261
FD1000 CC20702 PG4141000 RC46700	\$158,261

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of July 2026, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Robb Tucker, Lisa Swarthout, Susan Hoek, and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

Recuse: None.

ATTEST:

LAURIANA CECCHI
Interim Clerk of the Board of Supervisors

By: _____





Lisa Swarthout, Chair



= FS Agreement No. 26-GN-11051700-XXX
Cooperator Agreement No. _____

GOOD NEIGHBOR AGREEMENT
Between
COUNTY OF NEVADA
And the
USDA FOREST SERVICE,

This Good Neighbor Agreement is hereby made and entered into by and between the County of Nevada, hereinafter referred to as “County” or “Cooperator” and the USDA Forest Service, Tahoe National Forest or “Forest Service” under the authority of the Agricultural Act of 2014, Pub. L. 113-79, section 8206 as amended, 16 USC 2113a, (Good Neighbor Authority) and the Expanding Public Lands Outdoor Recreation Experiences Act (EXPLORE Act) of 2025, Pub. L. 118-234, section 351, 16 USC 8571 (Good Neighbor Authority for Recreation). The Assistance Listing Number for this agreement is 10.716.

For purposes of this award, the following shall be substituted for Section 1.11 of the USDA General Terms and Conditions for Federal Awards:

1.11: National Environmental Policy Act

The USDA awarding agency has the responsibility to comply with the National Environmental Policy Act (NEPA) of 1969, 42 U.S.C. § 4321 et seq., and the USDA NEPA regulations at 7 CFR part 1b. All discretionary Federal awards, unless otherwise specifically exempted by statute, require compliance with NEPA and other relevant environmental laws. The level of NEPA review, and whether environmental analysis is needed, depends on the activity supported by the awarding agency.

The recipient may not initiate any activity under this Federal award (except NEPA support activities described below) unless, and until, the NEPA process has been completed for that activity and approval has been provided by the USDA awarding agency. The agency may determine that further review, documentation, and/or mitigation measures are required; if so, the agency and/or recipient must satisfy such requirements or conditions contained in the USDA awarding agency’s determination to complete the NEPA review for that activity and allow for agency approval.

The Forest Service may immediately authorize the initiation by the recipient of activities that support the NEPA process, including the obligation, drawdown, or expenditure of funds associated with such NEPA support activities, under this award. Such activities shall be limited to NEPA support activities that are not inherently governmental and that are identified in the scope of work. Such activities may include, but are not limited to, preliminary NEPA activities, data collection, resource surveys, technical analyses, and preparation of draft environmental documentation consistent with 7 CFR 1b.10. All activities undertaken by any party before a NEPA decision is made by the Forest Service must be consistent with 7 CFR § 1b.2(h).



Authorization of NEPA support activities shall not constitute, nor be construed as, a determination or predetermination of the NEPA decision.

Title:

I. LIST OF EXHIBITS

Exhibit A – Air Curtain Incinerator Example Spec Page

Exhibit B – Notification Procedures

Exhibit C – Fire Inspection Checklist

II. PURPOSE:

The purpose of this Good Neighbor Agreement is to provide the framework and to document the cooperative effort between the parties for authorized services in accordance with the following provisions.

The purpose of this agreement between the Tahoe National Forest and Nevada County is to support implementation of the County's Community Wildfire Protection Plan and Evacuation Study by coordinating fuels-reduction, forest-health, and community-protection activities across Nevada County. Grounded in the principles of cooperative federalism, this partnership aligns federal and local wildfire-risk-reduction responsibilities to achieve outcomes neither entity could fully accomplish alone. Through joint planning and implementation, both parties work to reduce wildfire risk to communities, infrastructure, and natural resources; improve forest and watershed resilience; and integrate federal and local strategies to deliver efficient, landscape-scale results. By working collaboratively, the County and the Forest Service can leverage resources, streamline project development, and ensure consistent, effective wildfire-risk-reduction actions across jurisdictional boundaries.

III. GOOD NEIGHBOR AUTHORITIES OBJECTIVES:

The Forest Service is a land management agency dedicated to the stewardship and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions. This Good Neighbor Agreement (GNA) provides an opportunity for the parties to carry out authorized restoration and recreation services. All Forest Service functional areas may utilize this Agreement with the condition that the activities must be a statutorily authorized service.

The Forest Service will retain National Environmental Policy Act of 1969, 42 U.S.C. 4321 et seq. (NEPA), responsibilities on NFS lands. Any decision required to be made under NEPA with respect to any authorized services provided under either Good Neighbor Authority shall not be



delegated.

All projects proposed for completion under this Agreement will undergo a collaborative process. The collaborative process will ensure that both parties understand the goals and objectives of the agreed upon services and all necessary rules, regulations, and policies as outlined in this Agreement.

III. THE COOPERATOR SHALL:

- A. LEGAL AUTHORITY. The Cooperator shall have the legal authority to enter into this award, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.
- B. Perform the activities described in the applicable appendices, if attached. As appropriate, work will comply with requirements of the National Environmental Policy Act (NEPA) decision as well as provided or approved silvicultural prescriptions and timber marking guides. The Cooperator shall utilize the information provided by the Forest Service to comply with Federal regulations including the protection of federal resources, permitted uses, and forest product accountability.
- C. Work with Forest Service fuels planning officer to ensure that all requirements are met before using the Air Curtain Incinerator. (Exhibit A, Example Spec Page)
- D. When appropriate provide the appropriate equipment and staffing needed to operate the Air Curtain Incinerator without Forest Service presence on site. This includes providing a truck and licensed driver (contracted or County employee) to haul the Air Curtain Incinerator to project sites.
- E. Follow Notification Procedures outlined in Exhibit B
- F. When submitting invoices include the amount of funds requested for each ALN.
- G. Provide review of County contracts to ensure compliance with Forest Service regulations as requested.

IV. THE FOREST SERVICE SHALL:

- A. Perform in accordance with the attached Scope of Work and Financial Plan, and Appendices .
- B. Complete all applicable NEPA requirements. Any decision required to be made under NEPA with respect to any authorized services to be provided under this agreement on NFS lands shall not be delegated to the Cooperator.



- C. Ensure appropriate boundary line determination and designation is completed prior to implementation of project activities.
- H. Inform the Cooperator of any changes to the Good Neighbor Agreement policy, law and regulations.
- I. Provide annual general pesticide handler, safety and chemical training as needed.
- D. Recognize the Cooperator's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- E. Loan the Air Curtain Incinerator to the County for projects that are mutually agreed upon and benefit NFS lands.

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

- A. **U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS.** In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions, Federal Awards dated 12/31/2026, and its implementing regulations, 2 CFR 400, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery
- B. **FOREST SERVICE GENERAL TERMS AND CONDITIONS.** The Forest Service General Terms & Conditions for Federal Financial Assistance dated 2/24/2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at <https://www.fs.usda.gov/working-with-us/grants/terms-conditions>
- C. **STATEMENT OF MUTUAL INVOLVEMENT.** To perform the Forest Service's stewardship and land management responsibilities and meet the legislative requirements, the Forest Service must be involved in the development and implementation of any work performed on NFS lands. The Forest Service's specific responsibilities are described in detail in the attached and hereby incorporated Statement of Work.
- D. **JOINT STATEMENT OF WORK (SOW).** Both parties will collaborate in the development of an SOW, which is incorporated and made a part of this agreement as Appendix A. At a minimum, the SOW must clearly provide a plan of operations and quality control for project work, identify activities to be performed, and the responsible



party. The funding for those activities will correspond to and be reflected in the financial plan. A timeline for the work activities should be included to serve as a monitoring tool for both parties, and to help ensure completion of the work within the period of performance of the SOW. The work described in the SOW must reflect the activities approved in the applicable National Environmental Policy Act (NEPA) document and any mitigation activities identified therein.

- E. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfil their purposes.
- F. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Agreement.

Principal Cooperator Contacts:

Cooperator Project Coordinator	Cooperator Administrative Contact
Name: Alex Geritz Address: 950 Maidu Ave City, State, Zip: Nevada City, CA Telephone: 530-557-5057 Email: Alex.Geritz@nevadacountyca.gov	Name: Alex Keeble-Toll Address: 950 Maidu Ave City, State, Zip: Nevada City, CA Telephone: 530-470-2521 Email: Alex.Keeble-Toll@nevadacountyca.gov

Principal Forest Service Contacts:

Forest Service Project Coordinators	
Name: Kenneth Remmert Email: kenneth.remmert@usda.gov Role: Fuels Specialist – Yuba River Ranger District	Name: Richard Steffke Telephone: 530-562-7020 Email: richard.steffke@usda.gov Role: Timber Management Officer – Truckee Ranger District
Name: Kevin Mecham Telephone: 530-847-8020 Email: kevin.mecham@usda.gov Role: Fuels Specialist – Truckee Ranger District	Name: Josselyn Adema Email: josselyn.adema@usda.gov Role: Timber Management Officer – Yuba River Ranger District
Forest Service Program Manager	Forest Service Program Manager



Name: Katherine Powelson Address: 631 Coyote St City, State, Zip: Nevada City, CA 95959 Telephone: (530) 559-3946 Email: katherine.powelson@usda.gov	Name: Ryan Davy Address: 631 Coyote St City, State, Zip: Nevada City, CA 95959 Email: ryan.davy@usda.gov
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- G. REIMBURSABLE PAYMENTS. Reimbursable payments are approved under this Good Neighbor Agreement. The total Forest Service funding for this agreement is shown in the attached Financial Plan. Only costs for those project activities approved in (1) the initial agreement, or (2) modifications thereto, are allowable. Requests for payment must be submitted on Standard Form 270 (SF-270), Request for Advance or Reimbursement, and timed with actual, immediate cash needs. In order to approve a Request for Advance Payment or Reimbursement, the Forest Service shall review such requests to ensure advances or payments for reimbursement are in compliance and otherwise consistent with OMB, USDA, and Forest Service regulations and USDA General Terms and Conditions.

Advance payments must not exceed the minimum amount needed and timed with actual, immediate cash requirements of the Cooperator in carrying out the purpose of the approved project. If the Cooperator receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, upon expiration of this agreement must be returned to the Forest Service.

The Program Manager reserves the right to request additional information prior to approving a payment.

The invoice must be sent by one of three methods (email is preferred):

EMAIL: SM.FS.asc_ga@usda.gov

FAX: 877-687-4894

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

Send a copy to the Forest Service Program Manager in the Principal Contacts.

- H. REVENUE. Revenue received by a Cooperator from the sale of Federal timber shall be held, expended, and accounted for by the Cooperator in accordance with the Good Neighbor Authorities. Revenue shall be expended for authorized work. The Cooperator



may assess their indirect administrative costs approved under the Good Neighbor Agreement as an indirect rate against the revenue as it is expended, following the terms of their NICRA or alternatively they may use the de minimis rate if they do not have a NICRA (2 CFR 200.414).

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

The authority to enter into new agreements that generate revenue or transfer revenue from one Good Neighbor agreement to another expires October 1, 2028.

- I. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANT LIABILITY. The Cooperator agree(s) that any of their employees, volunteers, sub-Cooperators, contractors, and participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as the Cooperator hereby willingly agrees to assume these responsibilities to the extent allowed by law.

Further, the Cooperator shall provide any necessary training to their employees, volunteers, sub-Cooperators, contractors, and participants to ensure that such personnel are capable of performing tasks to be completed. The Cooperator shall also supervise and direct the work of its employees, volunteers, and participants performing under this Agreement.

- J. PROGRAMMATIC CHANGES. The Cooperator shall obtain prior approval for any change to the scope or objectives of the approved project or transfer of substantive programmatic work to another party.

- K. NOTIFICATION. The Cooperator shall immediately notify the Forest Service of developments that have a significant impact on the activities supported under this agreement. Also, notification must be given in case of problems, delays or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

- L. PROGRAM MONITORING AND PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are achieved. Performance reports must contain the following information: A comparison of actual accomplishments to the goals established for the period.

- a. A computation of the cost per unit of output must be documented, as applicable.



- b. Reason(s) for schedule delays if established goals were not met.
- c. Additional pertinent information.

The Cooperator shall submit performance reports to the U.S. Forest Service Program Manager and due at least 30 days prior to the reporting period as indicated: **quarterly**. The final performance report must be submitted either with the Cooperator/Recipient final payment request, or separately, but not later than 120 days after the expiration date of the agreement.

M. **FINANCIAL STATUS REPORTING.** The Cooperator shall prepare a financial report that includes all relevant expenditures for the reporting period. Additionally, for each respective ALN, a Federal Financial Report (form SF-425), must be submitted to the U.S. Forest Service Program Contact and to asc_payments@usda.gov according to the reporting schedule.

For awards with multiple ALNs, each ALN may have distinct financial reporting requirements. Single reports must be submitted according to the most frequent reporting requirement. (e.g. One ALN requires annual reporting and another requires quarterly reporting therefore the award reporting requirement will be quarterly.) The reporting frequency will be determined during pre-award negotiations and will be stated in the Statement of Work.

Financial reports are due no later than 30 days after the reporting period end. (e.g. The reporting period ends on June 30, so the report is due on July 30.)

The financial report comprises of accounting for each ALN under a single award. There must be one form SF-425 (and Federal Financial Report Attachment, SF-425A) for each ALN. The SF-425 form may be found at [Post-Award Reporting Forms | Grants.gov](#).

At close out, all final financial reports, SF-425(s), must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement, whichever is soonest.

N. **TIMBER VALUATION REPORTING.** The Cooperator shall submit timber valuation reports to the Forest Service for all forest products sold under this agreement. Reports will be submitted within 30 days following appraisal and each sale and shall include total volume by species and product class, appraised value, final sale value, and product value rates.

O. **COORDINATION OF LAW ENFORCEMENT.** Either party to this agreement shall provide to the other party any and all reports of violations of law cited within the project area or otherwise associated with the activities of the agreement.



- P. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are subject to the same regulations and administration of the Forest Service as would other National Forest improvements of a similar nature. No part of this Agreement entitles the cooperator to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.
- Q. OFFSETS, CLAIMS AND RIGHTS. Any and all activities entered into or approved by this agreement will create and support afforestation/ reforestation efforts within the National Forest System without generating carbon credits. The U.S. Forest Service does not make claims of permanence or any guarantees of carbon sequestration on lands reforested or afforested through partner assistance. The U.S. Forest Service will provide for long-term management of reforested and afforested lands, according to applicable Federal statute regulations and forest plans.
- R. GOVERNMENT-FURNISHED PROPERTY. The Cooperator may use Forest Service property furnished under this Agreement only for performing tasks assigned in this Agreement. The Cooperator shall not modify, cannibalize, or make alterations to Forest Service property. A separate document, Form AD-107, must be completed to document the loan of Forest Service property. The Forest Service shall retain title to all Forest Service-furnished property. Title to Forest Service property must not be affected by its incorporation into or attachment to any property not owned by the Forest Service, nor must the property become a fixture or lose its identity as personal property by being attached to any real property.

Partner Liability for Government Property.

1. Unless otherwise provided for in the Agreement, the Cooperator shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this agreement, except to the extent of State law when any one of the following applies—
 - a. The risk is covered by insurance, or the Cooperator is otherwise reimbursed (to the extent of such insurance or reimbursement).
 - b. The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Cooperator's managerial personnel. The Cooperator's managerial personnel, in this clause, means the Cooperator's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of all or substantially all of the Cooperator's business; all or substantially all of the Cooperator's operation at any one plant or separate location; or a separate and complete major industrial operation.
2. The Cooperator shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Cooperator shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.



3. The Cooperator shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.
4. Upon the request of the G&A Specialist, the Cooperator shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of Agreements of assignment in favor of the Government in obtaining recovery.

S. DISPUTES.

1. Any dispute under this agreement must be decided by the Forest Service Signatory Official. The Signatory Official shall furnish the Cooperator a written copy of the decision.
2. Decisions of the Forest Service Signatory Official shall be final unless, within 30 days of receipt of the decision of the Signatory Official, the Cooperator appeals the decision to the Forest Service's Director, Washington Office - Office of Grants and Agreements (WO OG&A). Any appeal made under this provision shall be in writing and addressed to the Director, WO OG&A, USDA, Forest Service, Washington, DC 20024. A copy of the appeal shall be concurrently furnished to the Cooperator.
3. In order to facilitate review on the record by the Director, WO OG&A, the Cooperator shall be given an opportunity to submit written evidence in support of its appeal. No hearing will be provided.
4. A decision under this provision by the Director, WO OG&A, is final.
5. The final decision by the Director, WO OG&A, does not preclude the Cooperator from pursuing remedies available under the law.

T. PERIOD OF PERFORMANCE. This agreement is executed as of the date of the Forest Service signatory official signature.

The start date of this award is **05/30/2026**, pre-award costs are authorized pursuant to 2 CFR 200.

The end date, or expiration date is **12/30/2035**. This instrument may be extended by a properly executed modification.

U. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Agreement. In witness whereof, the parties have executed this Agreement as of the last date written below.

ALEX KEEBLE-TOLL, Director of Emergency
Services

Date



Nevada County Office of Emergency Services

AMBER WATERS, Acting Forest Supervisor
U.S. Forest Service, Tahoe National Forest

Date

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

NAME
U.S. Forest Service Grants Management Specialist

Date



Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4.45 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, , sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

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



APPENDIX A STATEMENT OF WORK

DESCRIPTION OF PROJECT AREA

Good Neighbor Authority projects may take place throughout Nevada County, California. Funded projects can take place on and off National Forest System (NFS) lands but must primarily benefit NFS lands. Projects in wilderness areas, wilderness study areas, and lands where removal of vegetation is prohibited are excluded.

GENERAL PROJECT DESCRIPTION AND AGREED TO ACTIVITIES

The County and Forest Service are entering into this agreement to fund cooperative efforts to perform forest, rangeland, and watershed restoration services to treat insect and disease infected trees; activities to reduce hazardous fuels; and any other activities to restore or improve forest, rangeland, and watershed health. Funds provided under this agreement will be utilized to support Good Neighbor Authority project planning and implementation within Nevada County.

This agreement is intended to cover a ten-year period in total. Additional project areas will be added to this agreement through mutual agreement via appropriate modification procedures.

It is Mutually Understood and Agreed by and Between the Parties That:

- I. The financial plan is an estimate for the project period. The final project costs and Revenues will vary and may exceed or fall short of estimated levels.
- II. Utilization of cash funds to Nevada County and Revenue must be consistent with this Agreement, including its Appendices.
 - The funds may be used on any project or project category referenced in the Agreement or its Appendices.
 - With program manager approval up to 10% of the total value of the agreement can be used for different cost element categories (e.g. contract costs vs. salaries/labor, rental of equipment or purchase of equipment valued at less than \$5,000, supplies, temporary housing, travel, etc.). The financial plan should be updated to reflect these changes during the annual modification process.
- III. Project activities identified in Agreement Appendices may be delayed or dropped if funding is insufficient to cover those activities. These changes will be tracked part of the annual performance monitoring and via modification.
- IV. Labor costs charged for County staff will be based on an hourly rate inclusive of fringe and benefits. These costs may include overtime at the overtime pay rate, as well as leave that each employee is entitled to under their compensation plan or contract.
- V. Actual contracting expenses may be based on an hourly, area, volume, or other basis.
- VI. All contracts related to timber removal or sale administered by the County will be provided to the Tahoe National Forest Timber Contracting Officer for review at least two weeks prior to advertisement.
- VII. The County shall not be responsible for wood products, biomass, or other forest products that do not sell or are determined to have no merchantable value. If mutually agreed upon by the



Tahoe National Forest and the County, grant funds may be used to subsidize the processing, transportation, disposal, or removal of non-merchantable biomass or other material generated through project activities.

- VIII. The County will align contracting documents with FS2400-6 as closely as possible.
- IX. Project activities that will impact access to recreation areas, campsite or Forest Service roads need to be communicated to District Rangers as early at least one month prior.

PROJECT SPECIFICS

The Appendix G outlines general agreed upon responsibilities of the Forest Service and the County for each project. This is meant to be a snapshot of general workflow additional detail can be found in Appendix F& G. Appendix F & G will be updated on an annual bases or more regularly as needed to support project work. Project maps can be found in Appendix C.

I. South Yuba Evacuation Safety Corridor & Washington Wildfire Defense-

Funding Source: FS cash, Coop non-cash, FS non-cash, and timber revenue

Timber removal and fuels reduction work prioritizing critical ingress and egress routes identified in the South Yuba Roadside Fuel CE (66923) and Washington Fuels Reduction Project EA.

The authority and funding for a portion of the hazardous fuels reduction work with these project areas will be supported and tracked through 23-SA-11051700-020. All timber removal and any remaining hazardous fuel reduction work be authorized and accounted for under this agreement. Revenue generated through the sale of timber will be used to fund mutually agreed upon activities within this project area and pre-approved activities described below. Additional project areas and treatment activities shall be identified on an annual basis and consequently this agreement shall be modified annually to incorporate additions and subtractions from the list of agreed activities and project areas.

Project	FY 2026			FY 2027				FY 2028			
	Q2 (Jan-Mar)	Q3 (Apr-Jun)	Q4 (Jul-Sep)	Q1 (Oct-Dec)	Q2 (Jan-Mar)	Q3 (Apr-Jun)	Q4 (Jul-Sep)	Q1 (Oct-Dec)	Q2 (Jan-Mar)	Q3 (Apr-Jun)	Q4 (Jul-Sep)
Cascade											
Gastonville - Deck sale											
Twin Ridges -Deck Sale											
Cruzonville Phase II											
Giant King											
Bowman Project											
Little town											
contract award											

Figure 1. Timeline for contract award. Dates are approximate. Project timelines will be developed for additional projects and updates via modification as appropriate.

II. Pre-Approved Activities -

Funding Source: Coop non-cash, FS non-cash, and timber revenue

Due to the nature of the work accomplished through Good Neighbor Authority urgent watershed work may arise. With Forest Supervisor approval the following activities can be accomplished with timber revenue or non-federal resource. Approval will be documented via a letter and put into the project file. The financial must be updated to reflect these activities on an annual basis.



Hazard Trees – The Forest Service defines hazard trees as a tree that exhibits structural defects such as decay, cracks, cankers, weak branch unions, or root compromise that elevate the risk of failure, endangering people or property within its potential strike zone. The County and Forest Service can collaborate to address hazard trees on NFS land.

Hazardous Waste and Litter Abatement – Hazardous waste and litter abatement within a forest health project area is an essential step in restoring and maintaining safe, functional, and ecologically sound landscapes. These materials can leach toxins into soil and waterways, create safety hazards for workers and the public, interfere with restoration activities, and effect recreation experiences. Hazardous waste and litter abatement protects water quality, supports healthy soils, reduces the risk of chemical contamination during prescribed fire, and ensures that newly restored areas can function as intended. The County and Forest Service can collaborate to address hazard waste removal.

‘Highest’ and ‘High’ priority projects as identified in the Nevada County Community Wildfire Prevention Plan - The ‘Highest’ and ‘High’ Priority areas in the Nevada County CWPP are zones where three critical values Community Lifelines, Community Health, and Natural Resources simultaneously face the greatest wildfire risk, indicating an urgent need for targeted mitigation. As resources become available ‘Highest’ and ‘High’ priority projects will be coordinated and tracked through this agreement.

III. Truckee Evacuation Corridor Enhancement -

Funding Source: Coop non-cash, FS non-cash, and timber revenue

Tahoe National Forest and Nevada County have identified priority project areas on NFS land that would improve evacuation routes for Nevada County residents. Nevada County and Tahoe National Forest will coordinate to complete NEPA for these projects areas and pursue implementation.

APPENDIX B FINANCIAL PLAN

Incorporate a budget and associated breakdown. Forest Service form FS-1500-17 is recommended, although other formats may be used if there is sufficient detail.

APPENDIX C

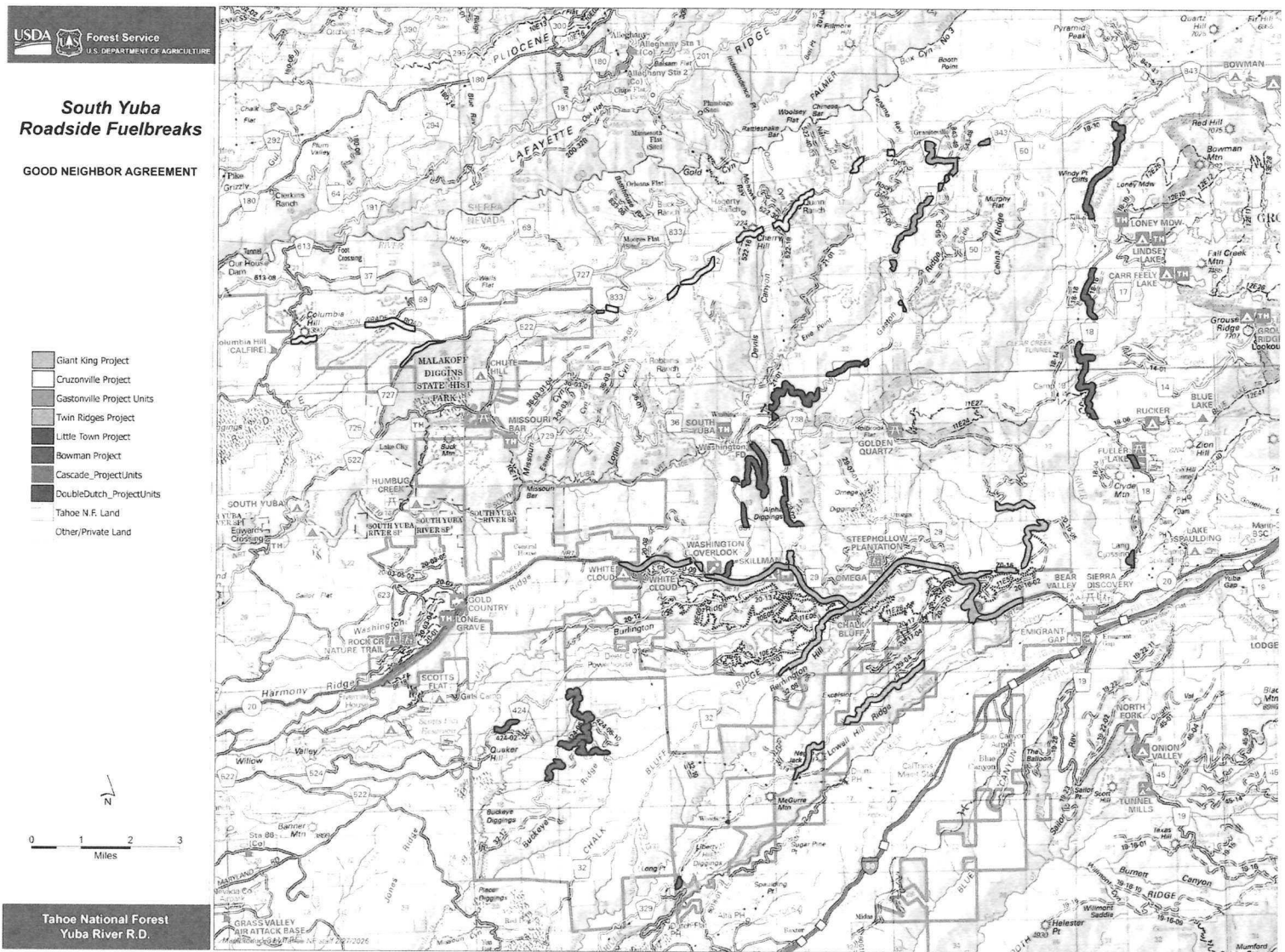


Figure 2. South Yuba Evacuation Safety Corridor Projects (1)

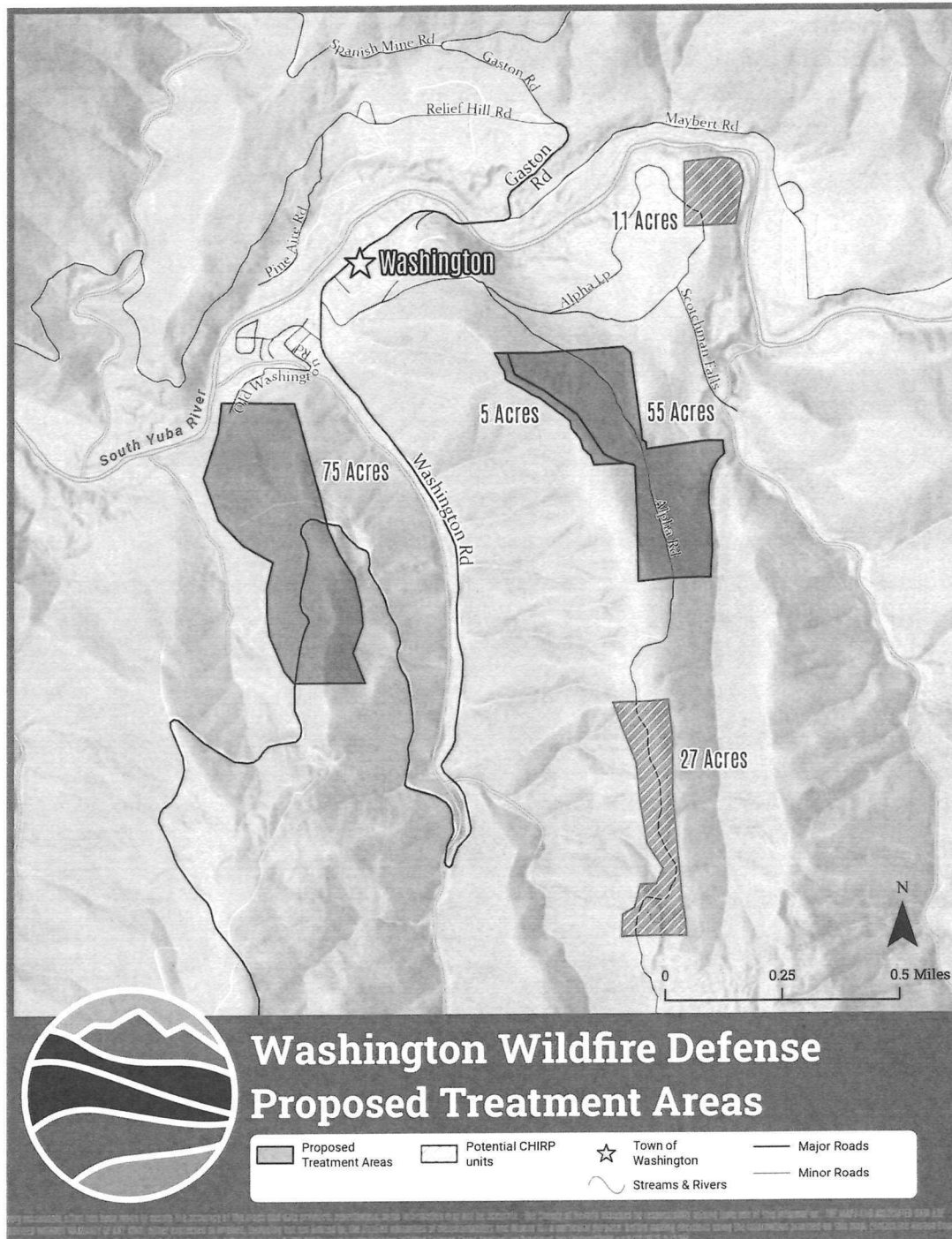


Figure 3. Washington Wildfire Defense Project Area. (II)

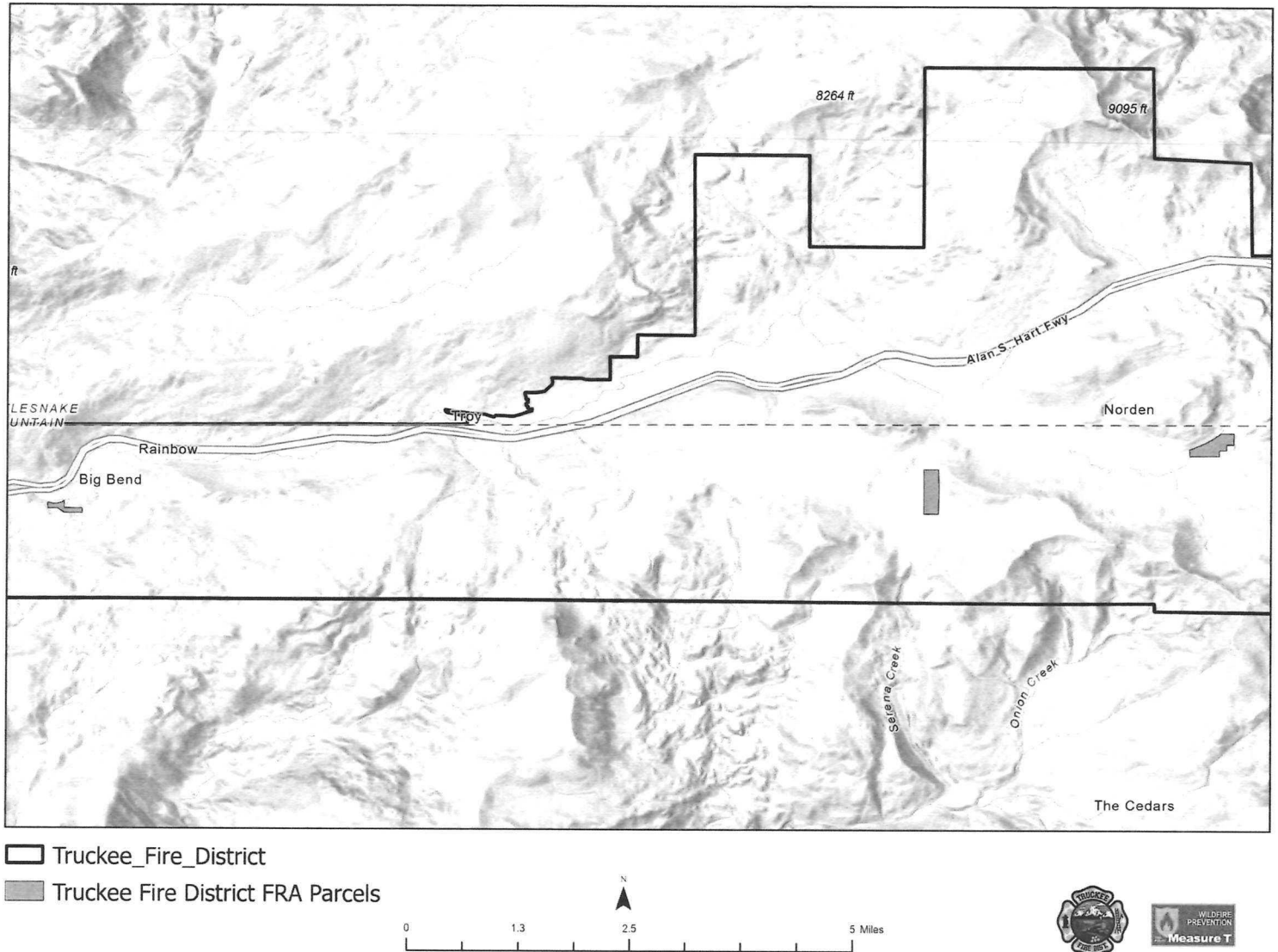


Figure 4. Truckee Evacuation Corridor Enhancement (III)

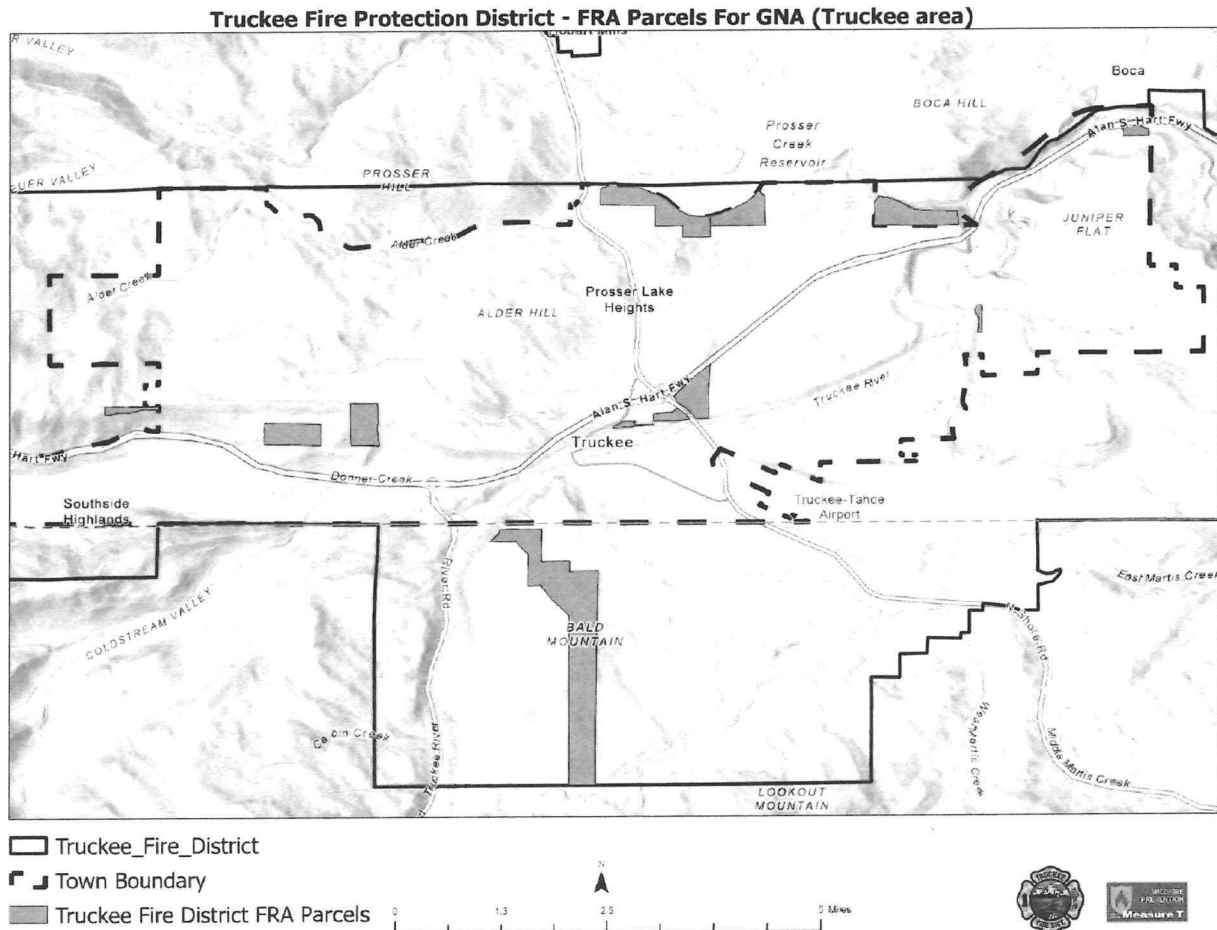


Figure 5. Truckee Evacuation Corridor Enhancement (II')



APPENDIX D TIMBER REMOVAL PLAN

The approved and included Timber Removal Plan must include the following (This Appendix must be updated as the project develops and information becomes available):

- 1. Proposed timber removal activities**
See Scope of Work and Financial Plan
- 2. Project area map that details location of proposed activities and access needed**
Appendix C
- 3. Principal Forest Service Technical Contacts**

District Rangers	District Project Coordinator
Name: Jonathan Fisher Email: jonathan.fisher@usda.gov Mobile: 530-587-3558 Title: Truckee District Ranger	Name: Richard Steffke Telephone: 530-562-7020 Email: richard.steffke@usda.gov Mobile: 530-562-7020 Role: Timber Management Officer – Truckee Ranger District
Name: Amber Nelson Email: amber.nelson@usda.gov Mobile: 530-478-6287 Title: Yuba River District Ranger	Name: Josselyn Adema Email: josselyn.adema@usda.gov Mobile: 530-559-2340 Role: Timber Management Officer – Yuba River Ranger District
	Name: Kenny Remmert Email: kenneth.remmert@usda.gov Role: Fuels Specialist – Yuba River Ranger District
	Name: Kevin Mecham Email: kevin.mecham@usda.gov Role: Fuels Specialist – Truckee Ranger District
Timber Management Officer	Vegetation Management Officer
Name: Bill Butterfield Address: 631 Coyote St City, State, Zip: Nevada City, CA 95959 Mobile: 530-478-6269 Email: William.Butterfield@usda.gov	Name: Ryan Davy Address: 631 Coyote St City, State, Zip: Nevada City, CA 95959 Mobile: 530-720-7499 Email: ryan.davy@usda.gov
Timber Sale Administrator	Forest Roads Manager



Name: Chris Pennington
Address: 631 Coyote St
City, State, Zip: Nevada City, CA 95959
Mobile: 530-913-3016
Email: Christopher.Pennington@usda.gov

Name: Bob Reugenbrink
Telephone: 530-906-0879
Email: robert.reugebrink@usda.gov

4. Agreement on fire liability requirements outlined in the Cooperator's contract

Operations Fire. An "Operations Fire" is a fire caused by contractors Operations, in the course of fulfilling the agreement, other than a Negligent Fire.

The County agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount of \$71,000 see Limited Liability for Operations Fires below. The request for reimbursement must be made by the Forest Supervisor within 30 business days. The Forest Supervisor can decline to pursue reimbursement. The cost of County's actions, supplies, and equipment on any such fire provided at their discretion or at the request of Forest Service, shall be credited toward such maximum. If the County's actual cost exceeds its fire liability, Forest Service shall reimburse the County.

Negligent Fire. A "Negligent Fire" is a fire caused by carelessness or fault of the Operations, including, but not limited to, one caused by smoking by persons engaged in Operations during the course of their service, or during rest or lunch periods; or if failure to comply with Fire Precautions and Control results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by the County.

Limited Liability for Operations Fires.

Maximum Amount of County's Obligation per Operation's Fire. Entry should be determined as follows and rounded up to the nearest \$100. The minimum amount will be \$1,000.00. If County statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

$[(1) \times (2) + (3) \times (4)] \times (5) = \text{Maximum Amount of Cooperator's Obligation per Operations Fire. Round up to the next \$100.}$

(1) Equals the number of workers normally required to operate the size of proposed project.

6 Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

\$ 22.16 /Hr. x 12 hours = \$ 265.92

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

3 Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator,



from current local engineering cost guide.

\$ 350 /Hr. x 12 hours = \$ 4,200 /12hr.

(5) Equals the number of days normally required to control and mop up such fires to a point where control lines can reasonably be expected to hold under foreseeable conditions. Minimum is one day and maximum is 10.
5 days

Cooperator's Obligation per Operations Fire,
Maximum Amount: \$ 71,000

5. Agreement on respective roles and responsibilities to complete activities related to timber removal including (as appropriate):

- **Identification and management of transportation system, including:**
 - a) The County shall require National Forest System roads to be maintained commensurate with use by timber purchasers to, at minimum, maintain the road in as good of condition as at the beginning of use. Construction and decommissioning of temporary roads allowed in this agreement.
 - b) Temporary roads are authorized to be constructed for the purpose of facilitating removal of Forest Products. The County shall agree with their Contract Purchasers to temporary road needs and locations, erosion control and closure measures per the County's Timber Sale Contract.
 - c) Road reconstruction, repair, restoration, or maintenance of existing roads allowed in this agreement. This includes a plan for decommissioning any roads that were previously identified as not needed according to 36 CFR 212.5(b)(2) which must be decommissioned according to the travel management plan no later than 3 years after completion of the applicable authorized restoration project. Any use of private or other non-NFS roads.
 - d) The County may acquire easements or use agreements for private roads associated with authorized projects.
 - e) All work performed by the County on National Forest System land must meet applicable Federal laws, regulations, and orders, including requirements of associated documents such as National Environmental Policy Act decisions and Forest Plans.
 - f) All road work must be consistent with approved Road Management Objectives including current travel management decisions.
 - g) County contracting procedures including specifications may be used. Plans and specifications, including maintenance must meet the U.S. Department of Agriculture Forest Service requirements in accordance with FSM 7721.1.

h) The National Forest will identify a qualified engineer, as defined in FSM 7720.5, as a technical point of contact for all Good Neighbor Authority project agreements that include reconstruction, repair, or restoration of a National Forest System road which is necessary to carry out authorized services. The qualified engineer identified as the point of contact should coordinate with their respective Regional and National Transportation Engineers, as necessary, to ensure the authority is being implemented appropriately and consistently.

- **Mapping and establishment of timber sale boundaries**

- a) Responsibility will be determined on a per project basis. See Appendix F and G.

- **Timber designation, cruise design, and cruising**

- a) See Appendix F and G.

- **Tracer paint management**

The use of tracer paint is not anticipated. If tracer paint is needed the Forest Service will purchase and manage paint.

- **Timber valuation appraisal**

See Appendix F

- **Trust Fund plans**

- a) Brush Disposal (BD) The County is responsible for the collection of these funds and the execution of the projects. Prior to implementation it must be identified who is doing brush disposal and/or road maintenance work associated with a timber sale. That decision will be documented in the project file. If the County elects to have the Forest Service perform the work, a separate Collection Agreement will be executed to transfer that portion of the revenue to the Forest Service. This must be captured in the GN agreement and on the financial plan.

- b) Knutson-Vandenberg (KV) and Salvage Sale (SSSS, SSSC) funds will not be reimbursed to the Forest Service as they would be under a typical Forest Service timber sale. The County is allowed to retain all revenue from the sale of forest products and invest them in mutually beneficial projects.

- c) The expenditure of trust funds will be discussed and agreed upon between cooperators. Trust funds will be tracked via updates to the financial plan as appropriate.

- **Billing and payment procedures**



- a) The Forest Service shall review and approve draft timber sale contract documents submitted by the County, including timber appraisal, timber sale area map, and a complete draft timber sale contract within 15 business days of submission or provide written notification with justification and alternative completion timeframe.
 - b) See Appendix F
- **Developing and approving timber sale contract (see Appendix E)**
 - a) See Appendix F
- **Timber sale administration, log load accountability, and coordination with law enforcement**
 - a) The County shall conduct all timber sale administration in accordance with existing policies and procedures. SEE FSH and FSM 2400 - <https://www.fs.usda.gov/about-agency/regulations-policies/national-directives>.
 - b) The County shall inform the Forest Service local Project Contact of any observed law enforcement issues that they reasonably known violations of state or federal law within GNA Project Areas. Examples include but are not limited to illegal timber harvest, property boundary issues, illegal special forest products harvesting, ATV or other illegal motorized access activities, illegal dumping, or abandoned property.
 - c) The County and Forest Service Law Enforcement personnel shall share information, with the other party's respective contacts, regarding any investigations, citations of other law enforcement concerns involving Good Neighbor projects.
- **Final acceptance and close out process**

Coordinated through Timber Contracting Officer.



APPENDIX E

TIMBER SALE CONTRACT CHECKLIST

Ensure the final draft Cooperator timber contract includes the following items, as appropriate for the project (Reference to FS2400-6 contract clauses in parenthesis):

- ☐ Correct location description (A1)
- ☐ Timber volume and utilization standards matches cruised volume (A2)
- ☐ Timber payment rates are not less than appraised value and appraised value is not less than Forest Service minimum rates (A4)
- ☐ Project Area Map (B1)
 - ☐ Map is within NEPA Decision Area
 - ☐ Map display matches maps and information provided by the Forest Service
- ☐ Timber is properly designated to cut or leave (A3, B2)
- ☐ Payments for Stumpage (B4.0)
 - ☐ Contract payment procedures or Cooperator assurance in Appendix D ensure payment to Forest Service.
 - ☐ Use of Payment Guarantee? _____
Yes/No
- ☐ Road Use and Maintenance (B5.0)
 - ☐ Road reconstruction/construction/repair covered in agreement, permit, or contract outside of GNA Agreement
 - ☐ Contract requires roads to be maintained to acceptable standard
 - ☐ Contract does not restrict access by Forest Service
 - ☐ Contract shows roads with restricted or prohibited access
 - ☐ Contract includes temporary road construction and decommissioning
- ☐ Operations and Resource Protection (B6.0)
 - ☐ Contract provides protection of improvements
 - ☐ Contract provides protection of property owned by FS and others
 - ☐ Contract provides for protection of land survey monuments
 - ☐ Contract contains special protection measures listed in NEPA and other documents provided by the Forest Service.

Specific Protection measures may be documented in an attachment

TES species: _____

Cave _____



Historic/Prehistoric_____

Other_____

- ☐ Contract provides for the containment of petroleum spills
- ☐ Contract provides for notice if other hazardous materials are spilled
- ☐ Contract provides for the cleaning of equipment to prevent invasive species
- ☐ Contract provides for the cutting and removal of all Included Timber
- ☐ Contract provides for the protection of soils and timber regeneration
- ☐ Contract provides for the protection of water resources including streams, meadows, and wetlands
- ☐ Contract provides for erosion control and prevention and revegetation where needed
- ☐ Contract provides for measuring products for payment
Scaling_____ Pre-Sale Measurement_____
- ☐ Contract provides for Product Identification measures as described in the agreement between the FS and the Cooperator
- ☐ Contract provides for disposal of slash created by the logging operations

☐ Fire Precautions (B7.0)

Either

- ☐ Contract provides for preventing and responding to fires; both operational fires and other fires through cooperative agreement between FS and Cooperator.

Or

- ☐ Specific fire precautions and response measures are included.

And

- ☐ Liability for negligence is not waived or limited.

☐ Other Conditions (B8.0)

- ☐ Timber title transfer is as specified in Forest Service timber sale contract
- ☐ Contract includes appropriate measures to properly identify and account for National Forest timber that is subject to the Forest Resources Conservation and Shortage Relief Act of 1990 as amended (16 USC 620 et seq.)
- ☐ Contract describes how payment will be affected if damage to Included Timber occurs.
- ☐ Contract specifies an acceptable Termination Date for the timber contract.
- ☐ Contract provides an acceptable method for extending the Termination Date if circumstances beyond the control of the Cooperator occur (force majeure).
- ☐ Contract provides for sale suspension or cancellation if the Forest Service is required to interrupt or cancel operations due to a court order or to comply with NEPA or other legal sanction.
- ☐ Contract contains a nondiscrimination provision.



- ☐ Contract requires the Cooperator's purchaser and the purchaser's subcontractor(s) to provide certification regarding debarment, suspension, ineligibility, and voluntary exclusion (AD-1048, as required by the Agreement, is sufficient).
- ☐ Contract contains language preventing the Cooperator from doing business with corporations or their principals that have been convicted of a felony criminal violation under any Federal law within the preceding 24 months and /or have unpaid Federal tax liability. Corporation or their principals subject to this requirement shall provide the appropriate certifications.
- ☐ Performance and Settlement (B9.0)
 - ☐ Contract contains a procedure for protecting the interests of the United States in event a contractor defaults, such as a performance bond
 - ☐ Contract contains language to settle disputes between Cooperator and the Purchaser

APPENDIX F

GOOD NEIGHBOR PROJECT OPERATING PROCEDURES AND QUALITY CONTROL

1. Silvicultural and Fuels Prescriptions

- Silvicultural and fuels prescriptions, marking guidelines, and reforestation plans will be written by Forest Service staff for all stands in each project site.
- Forest Service Project manager will coordinate with county staff to ensure that the need for silvicultural prescriptions are communicated to the appropriate Forest Service staff and aligned with the needs of the project timeline.
- If mutually agreed upon by the County and District Ranger silvicultural prescriptions, marking guidelines, and reforestation plans can be written by a Registered Professional Forester (RPF). All silvicultural prescriptions written by and RPF must be reviewed and approved by Forest Service Certified Silviculturist.
- Updated fire inspections form will be provided as appropriate partner will conduct fire inspections. (Exhibit C)

2. Sale Boundaries, Project Design and Layout, Resource Flagging, and Risk Assessment for Virtual Boundary

- Risk assessment for virtual boundary should be completed for each project area. Forest Supervisor signature is required prior to project initiation.
- Forest Service will coordinate with the County to develop a full understanding IF appropriate the County may complete the risk assessment for virtual boundaries. Templates and review opportunities will be provided as needed by Forest Service staff. Signature authority cannot be transferred and will remain with Forest Supervisor.
- District flagging guide should be utilized on County projects and can be requested through District Timber Management Officer.
- Unit layout can be established by the County.
- Resource flagging can be completed by Forest Service staff, contractors or county staff. The responsible party should be identified at the beginning of each project (see Scope of Work and Appendix G) and any changes should be coordinated and communicated through the project manager.

3. Cruising and Appraisal

- Cruising will typically be completed by Forest Service staff. The County can use an RPF to oversee a cruise is coordinated and approve through the project manager. Cruise plan review and check cruise will be completed by the Forest Service regardless of implementor.
- Appraisal will always be maintained as a Forest Service responsibility.
- The Forest Service must ensure that the project is generating legitimate stumpage revenues and not approve any project that does not meet the minimum appraised value. While counties may retain receipts from the sale of NFS timber, such timber must be sold by counties in accordance with subsection (a) of NFMA. (36

CFR 223.60 and 61). Specifically, under a good neighbor agreement, counties must sell NFS timber for not less than the products' appraised value. The County should coordinate with the Timber Contracting Officer and Timber Management officer prior to timber removal to ensure that timber is tracked and accounted for as needed to meet this responsibility.

4. Wildlife Surveys (California Spotted Owl Surveys, American Goshawk Surveys, Surveys to Lift Limited Operating Periods, Federally Listed Species)

- Pre-implementation surveys will typically be completed by Forest Service staff. The County can also contract or complete survey work but must coordinate with wildlife biologist and/or project manager to ensure protocols are followed and data are transferred.
- Surveys to lift limited operating periods (LOPs) can be completed by the Forest Service or a contractor. Prior to field season, the County should communicate the need for Forest Service to complete surveys to lift LOPs. Upon mutual agreement and availability of funds, surveys to lift LOPs can be contracted or completed by qualified County staff.
- If in place, California Spotted Owl LOP is typically from March 1st-August 15th and American Goshawk LOP from February 15th-September 15th.
- Project manager and County should assess need for additional threatened and endangered species surveys (e.g., Sierra Nevada yellow-legged frog) during the development of a project.

5. Heritage Surveys and Heritage Site Evaluations

- Pre-implementation surveys will typically be completed by Forest Service staff. The County can also survey work but must coordinate with the district archeologist and/or project management and ensure data is transferred.
- As funding and capacity are available the County is encouraged to complete site evaluations. Sites that are expected to be ineligible should be prioritized to ensure the most effective treatment can occur in the project area. Site evaluations can be completed by a certified archeologist and should be coordinated through the district archeologist.

6. Botanical Surveys, Invasive Weed Surveys and Pesticide Use

- Botanical surveys will typically be completed by Forest Service staff. The County can also contract or complete survey work but must coordinate with botanist and/or project manager to ensure protocols are followed and data are transferred.
- Invasive weed surveys will typically be completed by Forest Service or the County.
- Pesticide use must be coordinated through the Forest's Pesticide Use Coordinator, at the time of signature that role is filled by the Vegetation Management Officer (see project contacts).
- The District Ranger should be consulted on pesticide use and can make the decision not to allow it to proceed.



7. Development of Road Package and Roads Work

- Forest Management has various cooperative programs that can be related to timber sales. Cooperative Roads Agreements are special funds paid by the purchaser to cover functions that are inherent to the Forest Service. The County is responsible for the collection of these funds and the execution of the project. Agreements between the County and Forest Service will detail whether the revenues will be returned to the Agency through a Collection Agreement or the work will be done through the County. Either route is approved.
- The default is that the County will retain roads funds and complete roads work.
- The Forest Service will retain full responsibility for road package development.
- If the County cannot complete road work funds can be transferred back to the Forest via a Collection Agreement.



8. Inspections and Control of Operations

Roles and Responsibilities Inside Good Neighbor Agreements

CO = Contracting Officer (william.butterfield@usda.gov), SA = Sale Administrator (Christopher.Pennington@usda.gov), DR= District Ranger (see , FSR = Forest Service Representative , EO = Executive Officer (Forest Supervisor)

Provision	Agreement or Action	Responsibility			Timeframe for FS Response (Working/Business Days) (*** is situation dependent)	Remarks
		County Representative	FS Representative			
F.2	Agree to Include Timber Subject to Agreement per F.2	X	CO, FSR			*Lowest level of authority listed
F.6, F.8	Mark and include timber in authorized clearings (e.g. skid trails, temp. roads, landings)	X				FS to provide tree marking paint and measuring table for volume determination
NA	Revise, add or subdivide Payment Units		CO, FSR		5 days	
F.6	Designate damaged trees for felling; agree to include	X				FS to provide tree marking paint and measuring table for volume determination
F.8	Mark dead or unstable trees in advance of felling	X				FS to provide tree marking paint and measuring table for volume determination
F.8	Agree to not require removal of material which would damage roads	X	SA, ER		5 Days	



F.9-d	Agree to remove timber from or fell trees into such areas (e.g. cultural sites)			SA	5 days	
F.9-a	Agree to other methods of obliteration	X		SA	30 days	
F.9-d; Stewardship Requirements	Agree to substitute equipment or methods***			FSR		
F.9-d; Stewardship Requirements	Agree to other felling, bucking, limbing requirements and stump treatments			SA		
G.20	Agree to other than flagging skid roads	X				
F.9-d	Agree to remove and/or reduce width of stream course buffer strips	X		SA	3 days	
F.9-d	Environmental Education			DB		Provided by FS
	Respond/Interact with public complaints	X		SA,FSR,CO,DR	***	FS DR will lead response with support from NFF
F.9-d	Environmental Compliance	X		SA,FSR,CO,DR		
F.9-e, 10, Stewardship Requirements	Agree to alternate slash measures and decking of logs not meeting utilization standards	X		SA	3 days	after consultation with FS
F.9-d	Agree to reevaluate LOP			FSR		consultation with FS biologist
F.10	Agree to hauling prior to pre-haul maintenance work	X		FSR, ER	3 days	after consultation with FS
F.10; T-Specs	Make agreements within the scope of road maintenance specifications	X				
NA	Release Payment Unit(s) for cutting	X		FSR	3 days	FS responsible for FPFS
F.13	Bill Contractor for Advanced Deposits	X				FS responsible for FPFS



NA	Agree to not require completion of all contract requirements prior to releasing additional Payment Unit(s)		FSR	10 days	
G.40, G.41	Agree to haul route & locations for accountability checks & return of books		FSR	3 days	
GR3	Accept specific work on a Contract Area Payment Unit (such as logging, slash disposal, erosion control, or snag felling)	X		5 days	Partners retain responsibility unless gross negligence in acceptance has been identified by FS. In matter of dispute, consult with FSR.
GR3	Accept all contractual requirements on a Contract Area Payment Unit	X	SA, FSR, CO	5 days	Partners retain responsibility unless gross negligence in acceptance has been identified by FS. In matter of dispute, consult with FSR. Refer to Item 40.
GR7	Request Contractor's records	X	CO		
GR10	Agree to include timber damaged by natural causes	X	SA	***	after consultation & agreement with Partner
GR10	Agree to include unintentionally cut undesignated timber or undesignated timber cut for safety	X	SA	3 days	after consultation with Partner
GR10	Approve other material, timber not listed in F.2, or timber not meeting utilization standards in F.2 as requested by Contractor	X	CO	5 days	after consultation with Partner
GR10	Agree to minor changes	X	SA	5 days	after consultation with FS
GR10	Approve revision of Proposal	X	CO	30 Days	Any increase in cost must be approved by EO
GR10	Modify SPA	X	CO		Any increase in cost must be approved by EO



GR10,11	Approve modifications to Operating Schedule	X	FSR		Any increase in cost must be approved by EO
GR10,11	Approve Contract Term Extension	X			EO
GR12	Authorize Contract Term for Delays	X			EO
GR13	Delay, Interrupt or Terminate Contract	X			EO
GR13	Suspension of Work	X	CO, FSR, SA, HI	***	for threat of immediate or irreparable damage to resources or threat to human life
G.2	Agree that the use of an existing road not listed in F.10-B will not cause damage	X	FSR, SA, ER	3 days	after consultation with FS
F.10	Approve/agree to skidding on permanent roads	X	SA, ER	3 days	
F.10	Approve snow removal and agree to methods to repair damage	X	SA, ER	3 days	after consultation with FS
F.9, G.22	Approve water supply development in advance of use		FSR, SA, ER	3 days	
G.5	Agree to traffic control plan	X			
G.8	Agree to cleanup and restoration of a polluted site	X	FSR, SA, ER	3 days	after consultation with FS
G.11	Agree to locations for cleaning of equipment and control of off-site impacts	X	SA	3 days	
G.11	Approve the cleaning of equipment	X			
G.11	Agree on treatment of new infestations	X	SA	5 days	after consultation with FS
G.12	Require or authorize timber to be left	X	SA	3 days	after consultation with FS
G.13	Agree to alternate method of falling	X	SA	3 days	after consultation with FS
G.15	Agree to leaving stump heights greater than specified	X			
G.15	Agree to alternate disposal method for severed stump portions	X			



G.48	Agree to locations of landings, tractor roads and skid trails	X				
G.21	Agree that arches and dozer blades will not materially damage residual stand	X				
G.22	Designate stream crossing	X	Hydro	3 days	after consultation with FS	
G.22	Authorize temporary stream diversion		SA	3 days		
G.23	Agree to timing changes for erosion prevention and streamcourse protection work	X				
G.23	Make decision that ground conditions are such that excessive damage will result (erosion)	X	SA	3 days	consultation with FS for determination of acceptable soil moisture standards	
G.30	Agree to establish erosion control structures without marking on the ground	X				
G.30	Designate location of needed work for erosion prevention and control	X				
G.25	Agree to alternate meadow protection measures	X	SA	3 days	after consultation with FS	
G.48	Agree to location and clearing width for temporary roads	X	SA	5 days	after consultation with FS	
G.30	Stake or otherwise designate cross-ditches and waterbars for temporary roads	X				
G.27	Agree to other than restoration of temporary roads		SA	3 days		
G.29	Agree to alternate erosion measures on landings	X				
G.30	Agree to backblading skid trails in lieu of cross-ditching and other comparable erosion control measures	X				



G.31	Agree to not remove temporary erosion control structures	X			
G.31	Agree to not construct temporary erosion control structures	X			
G.42	Agree to waive/adjust requirements for branding and painting		CO	5 days	
G.42	Assign brand		CO	3 days	
G.42	Waive branding and painting of remanufactured products		CO	5 days	
G.42	Approve use of a catch brand		CO	5 days	
G.46	Change dates of fire precautionary period		CO		
G.46	Authorize substitute fire precautionary measures or waive specific requirements		CO, FSR	5 days	
G.47	Shut down Contractor's equipment for emergencies and agree on rates	X	CO	***	after consultation & agreement
G.47	Require further actions by Contractor for fire fighting	X	CO	***	after consultation & agreement
G.47	Make determination that a fire is an "Operations Fire" and approve amount of billing or reimbursement		CO	***	
G.47	Make determination that a fire is a "Negligent Fire" and approve amount of billing		CO	***	
G.46	Designate locations for storage and parking, and smoking		SA	3 days	
G.46	Perform fire inspections	X	SA	3 days	in conjunction with FS
G.46	Agree to allow one patrolman on more than one sale		FSR	5 days	
G.46	Agree to alternate headquarters location for Communications		FSR	5 days	



G.46	Approve Variance			CO	***	after consultation & agreement
G.46	PAL Provisions-Change Project Activity Levels			CO	***	When IFPAL is authorized the FS and County will meet to understand any impacts
	If the Forest Service cannot approve, accept, or sign off on agreements or actions within the specified timeframe for FS response, the Partner will be given authority to approve, accept, or sign off on all agreements and actions identified as a Partner responsibility. All action and agreement decisions made by the partner are considered final and agreed to by the FS, except under instances of gross negligence.	X			See specified timeframes	
	Resource flagging	X				Forest Service is responsible for providing required data needed to support harvest card development
	Harvest card (optional)	X				If virtual boundaries are being used a risk assessment must be completed and signed by the forest supervisor. The County can complete risk assessments independently using Forest Service procedures. FS agrees to provide support and training as the County builds capacity.
	Risk assessment for virtual boundary	X		X		