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A FORESTER'S GUIDE TO THE FAMILY FOREST CARBON PROGRAM IN THE MIDWEST

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Introduction

The Family Forest Carbon Program (FFCP) supports private landowners in managing their forests in ways that help mitigate climate change. The program is designed to help landowners meet their forest management goals including recreation, creating wildlife habitat, and producing sustainable forest products. The FFCP is a partnership between the American Forest Foundation (AFF) and The Nature Conservancy (TNC). AFF is the implementation partner and represents the program in its relationships with foresters and landowners.

The FFCP is an opportunity to engage forest landowners with new types of incentives supported by the carbon market, helping contribute to the cost of forest management practices and offering opportunities for income. Landowners interested in this program will work with a professional forester that will provide technical assistance and professional guidance to landowners on the best options for their forests.

This guide applies to the work of FFCP in the states of Michigan, Wisconsin and Minnesota. Foresters can use this guide to learn more about how FFCP works, and how they might be able to engage with it either through contracting with FFCP or working directly with landowners. It contains information on the FFCP approach, landowner eligibility, qualifying forest management practices, forester approval, and the enrollment process.

Approach

Traditional carbon programs are based on payments tied to the measured carbon stocks at the project or property level. Most landowners have historically been restricted from accessing these programs because of the high costs associated with measurement, monitoring and verification of carbon stocks on parcels less than several thousand acres in size.

FFCP is different. It incentivizes specific forest management practices which have been scientifically demonstrated to enhance carbon stocks, improve forest health, and provide other important ecosystem benefits. Landowners are paid for implementing practices, not for their carbon stocks. Carbon gain is tied to specific forestry practices and calculations are done per practice instead of per property. The amount of carbon sequestered through these practices is verified through on-the-ground monitoring of a random sampling of properties. By using the random sampling approach across many properties enrolled in the program, the FFCP opens the door for owners of family forests as small as 30 acres to participate.

The methodology used by FFCP to calculate the carbon benefit of its work is a new one that both reduces costs and increases the rigor and additionality of the credits it produces. The program uses a grouped project carbon accounting methodology that measures carbon benefits at a landscape scale, instead of isolating and tracking the specific benefit for every enrolled property. Although the FFCP monitors each landowner's compliance with his or her contractual obligations, specific carbon measurements are made on a randomly selected subset of properties. This enables us to spread what are still high monitoring and verification costs across all enrolled landowners via a random sample approach, ensuring that we are still maintaining a robust and statistically significant calculation of the overall carbon benefit.

In addition, the methodology advances the integrity of environmental claims arising from carbon projects by selling carbon credits only when/if the forest management done on lands enrolled in the FFCP result in higher carbon stocks than control (US Forest Service Forest Inventory and Analysis (FIA)) plots across the whole landscape. Project plots are matched with non-project control plots (FIA plots) that are similar across several different criteria and covariates, and the two sets of plots are compared over time. This accounting approach isolates a single variable – the presence of a contract between the FFCP and an enrolled landowner – and observes the difference in carbon stocks because of that variable. As part of every verification cycle, the program will re-measure both the permanent monitoring plots in the selected enrolled FFCP properties¹ and update the baseline composite plots based on updated FIA data. Both the FFCP monitoring plots and FIA control plots are based on real observations and data collected in the field, *not* on long-term growth and yield modeling. The difference between the project and baseline plots equals the carbon benefit that can then be verified and eventually monetized².

It is important to note that FFCP bears all the risks associated with this approach. Landowners are guaranteed payments over the life of the contract so long as they comply with its forest management terms³, and carbon is only sold once it is actually measured on the ground.

The Role of a Forester

There are two different ways that foresters may be involved in the FFCP:

1. FFCP-Approved: can plan FFCP projects on their existing clients' land but will not be sent new landowners/leads to visit.

2. FFCP-Participating: will receive new client leads and help to verify eligibility and plan Family Forest Carbon Program (FFCP) projects for those new clients. They can also plan projects on their existing clients' land.

With either of these relationships, the process of supporting landowners through program enrollment is largely similar. Landowners interested in the FFCP will work with a forester to delineate a project area and collect basic forest stand information. The forester will support the landowner in determining which areas of the property are appropriate for which FFCP practices. If the landowner has a current management plan, that may be used as the basis for project delineation and planning.

² You can learn more about the methodology here: <u>https://www.forestfoundation.org/why-we-do-it/family-forest-</u> blog/determining-a-true-carbon-benefit-part-1-additionality

¹ The likelihood of a monitoring plot being located on any particular individual property depends on property size and the number of monitoring stands (based on forest type and practice) in the cohort, as well as how much land we expect to enroll in the monitoring cohort. We aim for 30 monitoring strata (ten plots per stratum) per practice per cohort. The more land in any one property that is enrolled, the greater the chances it gets selected. If a property does have a plot, up to one monitoring visit a year may be required. There is no cost or obligation to the landowner where a plot is located (management should occur agnostic to the presence of a plot, similar to a CFI plot). We'll give landowners at least ten days' notice before we come to monitor the plot, do our best to coordinate a time that works for the landowner or forester if they want to join us, and will send the landowner a report on the findings for your plot specifically, as well as the landscape level report that all landowners will get each year.

³ In the event of a natural disturbance that significantly impacts carbon stocks on the forest, a contract with a landowner may be modified or terminated at no cost to the landowner. Any payments made to the landowner during the contract term will be honored.

Properties enrolled in state funded forestry programs are likely eligible for enrollment in FFCP. There are many considerations in planning a project on a property enrolled in a state funded forestry program, and these are described below. For properties enrolled in said program, landowners or their foresters *must inform FFCP before enrolling* to ensure alignment between the two programs (see section "Coordination with State Agencies" below).

If the landowner does not have a forest management plan, this will require a joint site visit between the landowner and forester to discuss the landowner's forest management goals and tour the property together to identify potential project locations. The forester will need to delineate the project area and practices then provide this information to FFCP through the CRM (described below).

FFCP staff foresters and contracted consulting foresters will provide visits and project planning services for landowners who do not have a prior relationship with a forester. In the cases where landowners come in through FFCP marketing channels but do have a prior relationship with a forester, we will encourage that landowner to continue working with their existing forester if the forester is FFCP-approved.

The payments for services outlined below (<u>Table 1</u>) are based on Project Area acreage and are meant to include all costs associated with completing the project planning visit and completing the project planning forms, including all time, materials, mileage, and travel. *Consulting foresters shall not charge the landowner for any work related to these specific tasks.*

FFCP Approved and Participating Foresters

Natural Resource Professionals meeting the requirements of an FFCP Approved, or Participating Forester are encouraged to work with landowners to plan FFCP projects. The FFCP will work with Approved and Participating Foresters to ensure they are prepared to work with their landowner clients and have access to the online tools to assist with planning and documentation. From time to time, FFCP may contract directly with Participating Foresters to conduct site assessments, collect data, or develop management and project planning documents. FFCP will maintain a list of Participating Foresters on our website as a resource for landowners.

The question of whether to be a Participating vs. Approved Forester comes down to whether you would like to receive new clients who come into the FFCP and don't yet have a forester with whom they work. Approved Foresters work with existing clients only, while Participating Foresters work both with their existing clients and with new clients who are interested in the FFCP and referred to the Participating Forester by the program. Most of the foresters we've worked with so far choose to be a Participating Forester as they want to receive new client leads that are interested in the FFCP.

Consulting foresters must comply with all state forestry laws, including being licensed in the state(s) in which they are practicing, if applicable. Foresters can apply to become a Participating or Approved Forester by visiting https://www.familyforestcarbon.org/foresters.

In addition to completing training on FFCP practices and processes, foresters must meet one or more of the following requirements:

- □ Society of American Foresters Certified Forester
- □ American Tree Farm System (ATFS) Tree Farm Inspector
- □ Association of Consulting Foresters Full Member
- □ Forest Stewards Guild Professional Member
- □ NRCS Technical Service Provider (TSP)
- □ Wisconsin Cooperating Forester
- □ Wisconsin Consulting Forester
- □ Wisconsin Association of Consulting Forester
- □ Michigan Association of Consulting Forester
- □ Minnesota Association of Consulting Forester
- □ Certified Managed Forest Law Plan Writer
- □ Michigan Registered Forester
- □ Michigan ACF Certified Forester
- □ Minnesota Stewardship/SFIA/2c Plan Writer
- □ Minnesota Association of Consulting Forester

A sample of the consulting forester contract can be found in Appendix A.

Summary of Consulting Forester Tasks

- 1. If the landowner does not have a forest management plan, a site visit shall be conducted to confirm eligibility and delineate stands. A forest management plan shall be completed within one year of enrollment.
- 2. If the landowner has a forest management plan, the forester skips step one and reviews the plan.
- 3. If the landowner is enrolled in a state funded forestry program or is interested in becoming enrolled, the forester shall advise the landowner on the program's alignment or conflict with FFCP requirements.
- 4. The forester completes the Project Planning and Information Form and enter it along with the forest management plan and stand spatial data.
- 5. The forester submits invoices for work completed. Forester to <u>submit any invoices to both Senior Forestry</u> <u>Managers.</u> See <u>Appendix B</u> for a comprehensive billing guide.
 - Chrissy Shaw (SFM): <u>cshaw@forestfoundation.org</u>
 - Brittany VanderWall (SFM): <u>bvanderwall@forestfoundation.org</u>

Payments for Services:

Project area acre range	Project Planning Payments (NO Site Visit Needed)	Project Planning Payments (Site Visit Needed)
30 - 100	\$200	\$600
101 - 250	\$250	\$800
251 - 500	\$300	\$1,000
501 - 1000	\$450	\$1,500
1001 +	\$600	\$2,000

Table 1: Forester/Landowner (LO) Payment Table for Pre-Enrollment Activities based on Project Size

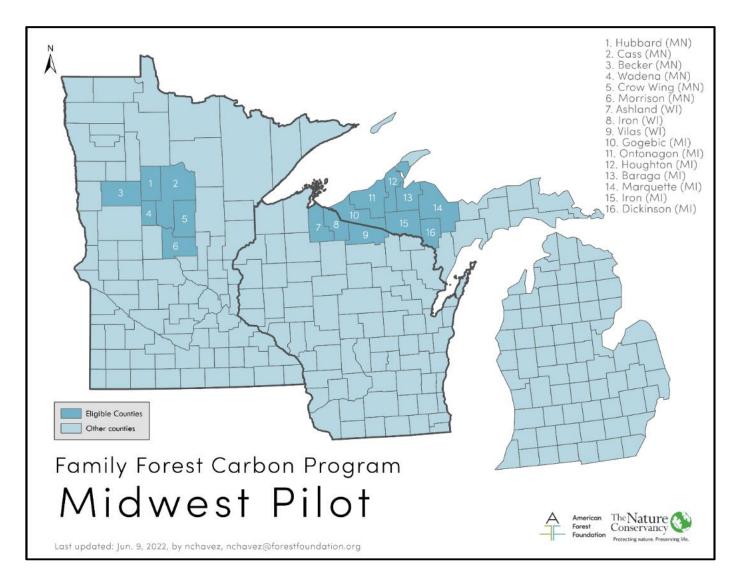
Property acre range	Management Plan Amendment or New Plan Development Payments
30 - 100	\$900
101 - 250	\$1,500
251 - 500	\$2,000
501 - 1000	\$2,500
1001 +	\$3,000

Table 2: Forester/Landowner (LO) Payment Table for Post-Enrollment Plan Amendment or Development based on <u>Property</u> Size

Family Forest Carbon Program Eligibility

It is the goal of FFCP to be as inclusive as possible toward family forest ownerships while maintaining the financial feasibility of the program. To be eligible for enrollment in the FFCP, the following criteria must be met:

- 1. The property is located within eligible counties.
- 2. The property is not enrolled in any other forest carbon programs.
- 3. The program will begin in a pilot phase focused on the counties identified in the map below; however, exceptions can be made if landowners meet practice eligibility criteria and have a current management plan or existing relationship with a FFCP-trained forester. It is our intent to expand throughout the Northwoods region in the summer of 2023 and be available statewide in 2024.



- 4. The property is in private ownership, including ownership by individuals, families, trusts, corporations, or non-profit organizations.
- 5. Forests must be naturally occurring (no plantations, areas subject to enrichment planting may be approved on a caseby-case basis).
- 6. Forests **must be able to be commercially harvested**. These metrics are defined by FFCP and found within the practice descriptions below. Foresters shall conduct a quick cruise to determine if a stand has sufficient volume or basal area during the project planning process.
- 7. Forests must be physically accessible and available for harvest.

- 8. The project area is not subject to any existing legal encumbrance (e.g., conservation easement or state/local restrictions) that prohibits timber harvest activity (e.g. riparian buffers, designated reserves or no harvest areas) within the project area.⁴Note that enrollment in a state funded forestry program does not represent a disqualifying restriction. Please note sugaring operations do not disqualify forest that otherwise is eligible.
- 9. The whole property must be subject to at least one written forest management plan per term of the contract.
- 10. The minimum size of an enrolled project area is 30 forested acres under the same ownership.
- **11.** If the property meets the eligibility criteria above, the forest stands must be evaluated to determine stand eligibility and the overall acreage for enrollment.

Midwest Eligible Practices

The Family Forest Carbon Program is based on improved forest management practices which have been scientifically demonstrated to enhance carbon stocks over traditional forest management practices and follows recommendations from the Climate Change Field Guide for Northern Wisconsin Forests⁵ guide Climate Change Field Guide for Northern Wisconsin Forests: site level considerations and adaptations 2nd Edition.

There are two practices described in the guide that are currently available for support through FFCP: Growing Mature Forests and Promoting Diverse Forests.

These practices represent archetypes for management, and the forester and landowner should work together to determine which practices are appropriate for different forest stands based on the landowner's management goals and forest conditions. These practices may be combined within a single project, so long as they are delineated prior to a signed contract as per the terms described below.

The two FFCP practices are as follows:

Growing Mature Forests

PRACTICE DESCRIPTION AND SPECIFICATIONS:

- 1. General Description The purpose of this practice is to increase forest carbon storage by letting trees grow larger while still allowing sustainable harvesting to occur. Through this practice landowners can enhance wildlife habitat, increase carbon storage and long-term timber value. The practice involves the Landowner engaging the assistance of a professional forester to develop and adhere to a management plan to increase standing timber volume and forest carbon stocks during the 20-year Term of the Agreement, and design and administer all harvests the landowner undertakes to meet the following requirements for live tree retention.
- 2. Forest type within the project area is Maple-Beech-Birch as defined at the US Forest Service FIA forest-type group level. At least 50% of the stocking in the project area is composed of sugar maple, red maple, American beech, yellow birch, paper birch, sweet birch, black cherry, basswood, and/or white ash.
- 3. If the landowner already has a forest management plan, it can be submitted to FFCP staff for review.

⁴ Land subject to a conservation easement that permits timber harvest may be eligible and will be determined on a case-by-case basis.

⁵ <u>Climate change field guide for northern Wisconsin forests, 2nd Edition | Climate Change Response Framework</u>

- 4. One commerical timber harvest and non-commercial tree cutting may occur during the Agreement Term under the specifications provided below. The intended result of this practice is to build the standing commercial and environmental value of the forest while allowing a working forest pursuant to the Landowner's management goals. Note: These specifications may be waived by Family Forest Impact Foundation (FFIF) in salvage situations provided a written and signed waiver is obtained by the landowner from FFIF in advance of any management action.
- 5. Operable timber harvest conditions, specifically minimum stocking of 100 sq.ft/acre and at least 4,000 board ft/acre of merchantable volume within the Project Area.
- 6. During the agreement term, harvesting is only permitted in stands containing at least **130 sq. ft/acre** and must meet the following requirements:
 - a. Harvests may only remove 25% of the basal area present immediately prior to harvest.
 - b. Harvests may not reduce the average stand diameter by more than 10%.
 - c. In any thinning, a minimum of 5 logs per acre must be left either standing dead or on the ground as coarse woody debris. Those 5 logs must:
 - i. Be at least 8 ft. in length.
 - ii. Have a diameter on one end greater than or equal to either 12 inches or the average stand diameter, whichever is smaller.
- 7. Commercial removal of dead wood from the project area is not permitted, except where dead wood creates a threat to human safety and health. See Table 3 for maximum firewood harvest limits.
- 8. Tree removals are prohibited within 50 feet of intermittent and perennial streams with defined banks, spring seeps, lakes, ponds, and vernal pools.
- 9. Removal of invasive species using methods that do not significantly impact stand health or structure is allowed at any time.
- 10. Landowner shall not place (or allow to be placed) any legal restrictions on the property that permanently prohibits timber harvesting within the Project Area.

Forested Project Area (acres)	Max Cords/year
30-199	5
200-299	10
300-399	15
400-499	20
500+	25

Table 3: Maximum Firewood Harvest

Promoting Diverse Forests

PRACTICE DESCRIPTION AND SPECIFICATIONS:

1. General Description - The purpose of this practice is to increase forest carbon sequestration and storage by increasing the amount of living trees retained during coppice or clearcut harvests. This practice is designed to balance the financial and ecological benefits of harvesting, while enhancing wildlife habitat, biodiversity, and resiliency in the face of a changing climate. The practice involves the Landowner engaging the assistance of a professional forester to develop and adhere to a management plan to increase timber volume and forest carbon stocks during the 20-year Term of the Agreement, and design and administer all harvests the landowner undertakes to meet the following requirements for tree retention.

- 2. Forest type within the project area is Aspen/Birch as defined at the US Forest Service FIA forest-type group level. Aspen and birch species representing at least 60% of the Project Area's basal area.
- 3. If the landowner already has a forest management plan, it can be submitted to FFCP staff for review.
- 4. One commerical timber harvest and non-commercial tree cutting may occur during the Agreement Term under the specifications provided below. The intended result is to retain higher levels of residual stocking in stands typically managed through coppice regeneration while allowing a working forest pursuant to the landowner's management goals. Note: These specifications may be waived by Family Forest Impact Foundation (FFIF) in salvage situations so long as a written waiver is obtained by the landowner from FFIF.
- 5. Operable timber harvest conditions, specifically minimum stocking of 10 cords/acre and at least 350 total cords of merchantable volume within the Project Area.
- 6. For any harvest during the Agreement Term, no more than 60% of the volume can be removed with the remaining 40% of the harvest area left uncut in a combination of clumps, islands/patches, or fingers.
- 7. No living or dead biomass is to be removed from these reserved or uncut areas. No live trees are to be either cut or otherwise killed, except for invasive species.
- 8. Reserve areas must be a minimum of 1 acre in size and distributed throughout the harvest unit.
- 9. The average volume per acre of the reserved areas cannot be more than 10% less than the average volume per acre of the stand.
- 10. If possible, consider a diversity of patch sizes on diverse site conditions including adjacent to Riparian Management Zones, or centered around wetland inclusions or seasonal ponds, active den or cavity trees, mast trees or preferred tree species, or sensitive communities or sites.
- 11. Areas not harvested to meet standard Best Management Practices (BMPs) such as Riparian Management Zones or cultural resource setbacks can only contribute to half the required reserved area acreage (20% of harvest area).
- 12. Commercial removal of dead wood from the project area is not permitted, except where dead wood creates a threat to human safety and health. See Table 4 for maximum firewood harvest limits.
- 13. Tree removals are prohibited within 50 feet of intermittent and perennial streams with defined banks, spring seeps, lakes, ponds, and vernal pools. As stated above, the unharvested area required by this provision can only count towards half of the required reserved areas.
- 14. Landowner shall not place (or allow to be placed) any legal restrictions on the Property that permanently prohibits timber harvesting within the Project Area.

Forested Project Area (acres)	Max Cords/year
30-199	5
200-299	10
300-399	15
400-499	20
500+	25

Table 4: Maximum Firewood Harvest

Project Planning

Foresters and other natural resource professionals should utilize this guide to plan forestry practices through the Family Forest Carbon Program (FFCP). The steps included in the project include forest stand delineation, project area selection, data collection, and data summarizing and reporting.

Please review the ownership structure before/during your visits with landowners and project planning. Our contracts are based on the data from deeds registered with the county that dictate the legal owner of the land. The named owner on the deed is who the contract will be constructed for, even if it is an LLC or org that is solely owned by an individual landowner. After the contract is signed, we file it with the county to transfer the LOs carbon rights over to us, so we need the ownership to match. If it does, the county bounces it back to us and slows down the process.

Thus, if for example one parcel is under the landowner's name, and another parcel is under an LLC owned by the landowner – they need to be two separate projects/contracts. Same goes if for example one parcel is owned by one brother and the other parcels are owned by the other brother. So, in summary, if there is a complex ownership structure, you must collect the appropriate amount of data and plan the projects (submit planning forms) separate even though they are theoretically the same owner. We sympathize and share in how cumbersome this is but appreciate the extra work on the front end, so we don't have to go back and recollect data to fix it.

If you know of or have discovered that there's a land survey that is more accurate than the county parcel data, please send that to us if you can get a copy. At a minimum, please let us know about it when submitting the data so we can ask the landowner for it.

Stand Delineation

The forester will need to delineate the project area and provide this information to FFCP staff in the form of delineation on the CRM map. The forester must ensure the landowner agrees to project boundary prior to submitting the project to FFCP, including any landowner desires to develop future residences or structures on the property. The practice area should align with forest stands identified in a property's forest management plan as appropriate.

It is critically important that the stand delineation for the FFCP enrolled project area is accurate to preserve the integrity of our monitoring data.

There are two methods for conducting this evaluation:

Landowner with existing forest management plan:

An existing forest management plan with stand maps and descriptions can be used to determine eligibility. Review the plan to determine when it was written and use the Project Planning Information to articulate the eligibility of each stand based on stocking, volume, and harvest recommendation data.

Landowner without forest management plan:

Eligible forest stands will need to be delineated and digitally mapped for landowners without forest management plans based on the eligibility criteria above. Eligible forest type, commercial volume and stocking should be verified through field reconnaissance and inventory as needed.

Data Collection

Additional data must be collected for the stands in which an FFCP practice is prescribed. The data required depends on the practice. The forester will record the GPS coordinates of each plot and provide the plot coordinates to FFCP staff.

Landowners or their foresters will need to provide information to FFCP to determine eligibility and landowner incentive rates. Common to all practices, information provided should include:

- Property location, size
- Deed
- Conservation easements or other encumbrances on the property
- Cost share forestry program status (if applicable)
- Project and practice boundaries and size

Variable radius plots at the minimum sampling intensity listed above (Table 5). Record species, DBH, and merchantable height for each tree. Only merchantable live trees shall be included in the inventory. Tree species should be recorded with common name, or FIA code. Diameter should be recorded in 1" classes. Heights should be recorded in 16-foot logs to include half logs. Borderline trees should be tallied alternatively as "in" or "out".

Project Size (acres)	Minimum # of Plots	
50	7	7
100	8	8
150	9	9
250	11	1
500+	16	6

Table 5: Sampling Intensity by Project Size

Project Planning Forms

Midwest FFCP Planning Forms and Inventory excel spreadsheets are an FFCP developed inventory tool available for consulting foresters to use. Planners at a minimum are required to fill out the project planning and information forms located on a tab within the excel spreadsheet (shown below) and manually enter them to the online CRM. In addition to the planning form, utilize the CRM Mapping Tool to delineate the project area. We also require copies of the raw forest inventory data to be uploaded into the CRM.

Project Planning Form data must be manually entered into the fields in the CRM database. See 2 images below.

est test		
ummary Mapping Objectives	Management Plan Qualification Timeline FFCP Documentation (Beta)	
₽ Switch to Legacy	Û	
FFCP Contract: 21479-1		
« Back to Contract List		
Met Ländowner	л	Go to Step
 	STEP 4 OF 6	
	Planning Form Details	
	Select the contract type and, either fill in the planning form manually or upload it.	
	Project Types	
	 Growing Mature Forest (Midwest) Promoting Diverse Forests (Midwest) Select the appropriate practice for your project. 	
	Planning Form	
	 Manually fill in the Planning Form Upload Planning Form from file Select manually fill in the Planning Form.	

PLANNER INFORMATION	 Manually fill in the Planning Form Upload Planning Form from file 	Select Manually fill in the Planning Form.
mplementation Agreement Value		Total Agreement Value
inprementation Agreement value		Joan Agreement value
Planner Name(s)		
Planner Mailing Address		
Planner Phone		Planner Email
Does the Primary Forest Type meet the Maple-Beech-Bi	irch* requirements?	
"Maple-Beech-Birch: at least 50% of the stocking is con	mposed of sugar maple, red maple, American I	beech, yellow birch, paper birch and/or white ash.
PROJECT AREA AND CONDITION		
Area: 0 acres () 🖉		
orest Stand(s) from Forest Management Plan		
andowner Goals for Unit		
andowner Goals for Unit		
	hibit timber harvesting?	
Does the Project Area have any legal restrictions that prof	hibit timber harvesting?	Rasal Area
	hibit timber harvesting?	Basal Area
Does the Project Area have any legal restrictions that prof	hibit timber harvesting?	Basal Area Estimated Sawtimber Volume (Board feet/acre, International ½°)
Does the Project Area have any legal restrictions that prof Forest Type Average Stand / Quadratic Mean Diameter	hibit timber harvesting?	
Does the Project Area have any legal restrictions that prof Forest Type	hibit timber harvesting?	
Does the Project Area have any legal restrictions that prof Forest Type Average Stand / Quadratic Mean Diameter	hibit timber harvesting?	
Does the Project Area have any legal restrictions that prof Forest Type Average Stand / Quadratic Mean Diameter	hibit timber harvesting?	
Does the Project Area have any legal restrictions that prof Forest Type Average Stand / Quadratic Mean Diameter	hibit timber harvesting?	

GMF Planning Form:

Growing Mature Forests	
The data calulcated on this form is required for planning a Growing Mature Forests practice. You must manually enter	
it to the CRM under the "FFCP Documentation" tab. In addition to this form, planners should delinate the project area	
using the CRM mapping tool.	
Please also upload the output from forest inventory anal	lysis system that you use OR fill out the "Inventory Data" tab
into CRM database.	
Landow	ner Information
Landowner Name(s):	
Landowner Tax Parcel ID Number(s):	
Landowner Forested Acreage:	
Landowner Mailing Address:	
Planne	er Information
Planner Name(s):	
Planner Company:	
Planner Email:	
Project A	rea Information
Forest Type	
Acres 🛈	Determined by FFIF based on data provided
Basal Area per Acre	#DIV/0!
Trees per Acre	#DIV/0!
Average Stand Diameter	#DIV/0!
Estimated Sawtimber Volume 🛈	#DIV/0!
Does the Project Area have any legal restrictions that	
prohibit timber harvesting?	
What kind of Forest Management Plan (FMP) does the	
LO want? *	
* For example if the LO wants to enter a state funded pr	
please write in the appropriate program they wish to be	In

PD Planning Form:

Project Planning and Information Form		
Promoting Diverse Forests		
	g a Promoting Diverse Forest practice. You must <i>manually</i> b. In addition to this form, planners should delinate the project	
area using the CRM mapping tool.		
Please also upload the output from forest inventory ana	lysis system that you use OR fill out the "Inventory Data" tab	
into CRM database.		
Landow	ner Information	
Landowner Name(s):		
Landowner Tax Parcel ID Number(s):		
Landowner Forested Acreage:		
Landowner Mailing Address:		
Plann	er Information	
Planner Name(s):		
Planner Company:		
Planner Email:		
Project	Area Information	
Forest Type		
Acres 🛈	Determined by FFIF based on data provided	
Basal Area per Acre	#DIV/0!	
Trees per Acre	#DIV/0!	
Average Stand Diameter	#DIV/0!	
Estimated Pulpwood Volume 🛈	#DIV/0!	
Does the Project Area have any legal restrictions that		
prohibit timber harvesting?		
What kind of Forest Management Plan (FMP) does the		
LO want? *		

CRM

This information shall be submitted to FFCP via the Woodscamp CRM located here: <u>https://crm.woodscamp.com/</u>

This article explains how a forester can enroll their existing clients in the Family Forest Carbon Program: <u>https://woodscamp.zendesk.com/hc/en-us/articles/1500012699462-How-to-enroll-your-EXISTING-landowners-into-the-</u> <u>Family-Forest-Carbon-Program-through-the-CRM-</u>

This article explains how to enroll a *NEW* Landowner that is assigned to a forester by the Family Forest Carbon Program: <u>https://woodscamp.zendesk.com/hc/en-us/articles/1500006524922-How-to-Enroll-a-NEW-Landowner-that-is-</u> assigned-to-you-by-WoodsCamp-or-the-Family-Forest-Carbon-Program

The online CRM (Client Relationship Manager) is a tool for foresters to track and enter landowner and project planning information. It also contains helpful tools such as a mapping tool that enables foresters to delineate project areas and upload spatial data. Once a forester signs up as an FFCP-Approved Forester, AFF will provide a log-in and information on how to use the CRM. Foresters must fill out these forms on the online Client Relations Management site (CRM) found at https://crm.woodscamp.com. In addition to the planning form, foresters will use the CRM Mapping Tool to delineate the project, practice areas, as well as submit pre- and post-harvest data.

Contracts

While it is not the consulting forester's responsibility to draw up a Landowner's contract, it is important to have some basic knowledge of them since your work contributes to the total contract price that is offered to the Landowner. The total contract price is based on the forester's delineation of project acres. The acres delineated for each practice are translated into a contract price for each individual landowner. For the Midwest region, GMF and PD have two distinct per acre rates seen below.

Growing Mature Forests (GMF) – \$200 per acre over the lifetime of the contract Promoting Diverse Forests (PD) – \$150 per acre over the lifetime of the contract

The landowner will get 20% of the total balance upfront with annual rates thereafter reflected in Table 6.

Program Payment Schedule

So long as Landowner fulfills the responsibilities of the contract, payments shall be made to the landowner commencing 60 days after the contract is signed and will continue on an annual basis as described in the payment schedule table below:

Project Year	Percentage of Program Payment
1	20%
2 - 8	3%
9-14	4%
15 – 19	5%
20	10%

Table 6: Annual Payment Schedule Per Contract

Landowners will be required to execute a Notice of Agreement. This Agreement is intended by the parties to "run with the land" and be binding up the heirs and executors of Landowner and all present and future owners and lien creditors of the Property, subject to the rights of termination provided later in this Agreement. Landowners will be required to record this Agreement that is specific to the acres enrolled into FFCP with official land records.

Transfer of Carbon Rights

Landowners will transfer carbon rights generated by their project during the life of the contract to FFIF, for the purposes of selling any generated carbon credits. Should the project not produce the intended carbon credits, the landowner will not bear any financial repercussions and would still receive the full payment of their contract as signed. It is the intent of the program to reduce the impacts of climate change and as such sell carbon credits generated by projects to companies dedicated to reducing emissions in other ways.

Transfer of Ownership and Sale of Property

Landowners will be required to provide written notice of property sale with new owner information, 30 days prior to transfer or sale. If the new Landowner does not wish to complete the Transfer of Agreement, they will be liable for a termination payment.

Force Majeure

The Agreement may be terminated in the event of unforeseeable circumstances that prevent a landowner from fulfilling a contract, without any financial penalties.

Death of a Landowner

At the request of any new landowner who succeeds the deceased owner, they may continue in the FFCP program either by assuming the responsibilities of the previous Agreement or by entering a new FFCP Agreement.

In the event of death of a Landowner, *if the Landowner was the sole owner*, the executor of the estate must repay all payments plus prime rate of interest value.

In the event of death of a Landowner, *if the Landowner was the sole owner operating under an LLC*, the executor of the estate may continue in the program by completing the transfer of agreement process <u>or</u> repay all payments plus prime rate of interest value.

In the event of death of a Landowner, *if the Landowner had possession with other individuals or entities ("co-owners"*), the "co-owners" shall continue in the program <u>unless</u> the deceased landowner has a divisible interest in the property that is inherited or conveyed by a will. In this case, the new owners may exit the program by repaying all payments plus prime rate of interest value

Ongoing Implementation

Forest Management Plans

Landowners enrolling in FFCP will be offered support to develop a forest management plan or amend an existing plan for compliance with FFCP practices.

Landowners who are interested in developing a new management plan have the option of adopting a management plan based on the FFCP management plan template, or to pursue a management plan that fits the guidelines of a specific state program that they are interested in (ex. MFL/QFP/FSP). With either option, there must be one compliant management plan in existence for the life of the contract, and FFCP will provide support for either option described in this paragraph (Table 2).

If a landowner does not have a plan and would like one that also meets the standards for a desired state program, we will refer them to consulting foresters with the corresponding credentials to create said plan in their state/location/area. In these cases, the landowners and foresters will be responsible for negotiating the total cost of the FMP, to which FFCP will contribute a flat amount that is based on property size (Table 2). In addition, the plan **must** incorporate adaptive management (described below). Landowners must maintain a plan that is no more than twenty years old.

Landowners must work with a professional forester to not only write but also to implement their forest management plan. Foresters and landowners linked together through FFCP may continue working together on additional projects that fit within the allowances of the practice, such as timber sales, if both parties wish to do so. **The cost of these services will be borne by the landowner**.

Adaptive Management

Describe current and likely future threats to forest health the landowner should be aware of. For current threats, discuss what level of risk these threats pose and what mitigation options are available. For likely future threats, discuss what the landowner / land manager should look for when monitoring the property and who the landowner should contact if a threat is discovered (ex. DNR Service Forester, Consulting Forester, Extension). Forest management plans should be adaptive; the plan can be updated to include monitoring progress and results, lessons learned, and revised management recommendations as needed. Though only one plan is required per life of the contract – frequent, informal updates are encouraged so that the most current information is incorporated into decision making.

Coordination with State Agencies

Ongoing coordination between FFCP and state agencies is necessary to ensure compatibility and alignment of FFCP with state regulations and programs, including state funded forestry programs. For properties enrolled in a state funded forestry program, this will require coordination between the landowner and FFCP in order to ensure clear expectations and understanding. Before executing a contract, the landowner or their forester will inform FFCP of existing enrollment or intent to enroll in a state funded forestry program. FFCP will advise the landowner and their forester on the alignment and potential conflict between the programs and their own woodland management.

Where existing state funded forestry program management plans need to be amended to accommodate FFCP practices, FFCP will provide a flat rate based on the property size to the landowner for the development of a management plan amendment (Table 2). The landowner and their forester will be responsible for coordinating the compliance requirements of the applicable state forestry program within the requirements of FFCP. Areas within properties that are restricted from management (for instance, riparian buffers) as part of state BMPs required for compliance with state forestry programs should be excluded from the FFCP project area.

Example Programs (including but not limited to):

MI:

- Qualified Forest Program (QFP)
- Commercial Forest Program (CF) WI:
- Managed Forest Law (MFL) MN:
- Sustainable Forest Incentive Act (SFIA)
- Class 2c Managed Forest Land

Practice Implementation

After a landowner is enrolled in FFCP, it will be necessary to provide updates that describe activities on the enrolled property. This allows us to confirm compliance with the contract terms and address any potential issues around management implementation that might arise.

Pre- and Post- Harvest Data Collection

If a landowner decides to conduct a timber harvest while enrolled in FFCP, their forester will need to <u>conduct a pre-harvest cruise</u> at least 30 days in advance and provide the data to FFCP describing the basal area, QMD, any forest health issues or invasive species concerns, as well as spatial data describing the harvest boundary and area of impact to each stand within CRM database. Following the operation, the landowner's forester will <u>conduct a post-harvest cruise</u>, recording the same metrics at the same sampling intensity, and submit both cruise reports and the spatial data describing the harvest boundary and impact to stands to FFCP within 30 days of harvest within the CRM database. FFCP will review harvest documentation for consistency with the requirements of the contract and will inform the landowner of any potential problems. *The cost of this work is borne by the landowner, and the landowner and forester should negotiate a fair and reasonable rate for the service.*

For the pre- and post-harvest cruise, foresters should follow the procedure below in order to establish the precision necessary to confirm compliance with the contract's forest management terms.

For pre- and post-harvest cruise, install variable radius plots at the minimum sampling intensity listed below in table 6. Record species, DBH, and merchantable height for each tree. Only merchantable live trees shall be included in the inventory. Tree species should be recorded with common name or FIA Code. Diameter should be recorded in 1" classes. Heights should be recorded in 16-foot logs to include half logs.

Inventory plots for the purposes of pre- and post-harvest data collection should follow the following minimum sampling density guidance:

Minimum # of Plots
1 plot per acre
10 + 1 additional plot for each 5 acres
above the initial 10

Table 7. Sampling Intensity for Pre- and Post-Harvest Data

Future Practices and Forest Health and Resilience

The FFCP practices include numerous safeguards that ensure the long-term resilience of the forest, which also helps to secure its carbon stock and ensure net future carbon sequestration. These are "climate-smart" practices, considering both short-term carbon gain and long-term resilience. As noted in the practice specifications above, it is also important for landowners and foresters to work with loggers to safeguard streams, wetlands, and soils when considering access and operations. While 20 years is a short amount of time from the standpoint of a forest, it is long enough that it may require adaptive management during the contract term. For example, a landowner who plans to create gap openings in their forest might shift harvest to another part of the stand, harvest fewer trees, or change the timing of harvest if a storm or forest pest creates natural gaps in the forest during the contract period.

Recognizing that the current financial structure of the carbon markets does not support practices such as removal of invasive plants, competing vegetation, protection of seedlings and saplings from deer browse, or tree planting, we strongly encourage foresters to include these practices in management plans where appropriate, and require foresters to notify FFCP where invasive plants, competing vegetation or deer browse is so severe as to prevent regeneration of native tree species. Currently, other programs such as those offered by the US Natural Resources Conservation Service and various state programs may provide technical and/or financial assistance to cover the cost of these practices. Over time, as carbon markets mature, some of these practices may be incorporated into the FFCP to further enhance forest health and resilience alongside carbon benefits. See below for a few links with specific recommendations. Carbon stocking is only one of many important values that can be shaped by forest management decisions.

- Climate Change Field Guide for Northern WI (Link)
- Michigan: How the Climate Affects Forests (Link)
- Climate Change and Minnesota's Forests (Link)

APPENDIX A: CONSULTING AGREEMENT FOR FORESTERS

Consulting Forester Agreement for the Family Forest Carbon Program – Midwest Region

This Consulting Agreement (the "Agreement") is entered into by and between **Family Forest Impact Foundation**, **LLC** (**FFIF**), which is an affiliate of the American Forest Foundation, and

("Consultant").

The Consultant shall be either a "Participating Forester" or an "Approved Forester". Please check one:

- Participating Foresters will receive new client leads and help to verify eligibility and plan Family Forest Carbon Program (FFCP) projects for those new clients. They can also plan projects on their existing clients' land.
- □ **Approved Foresters** can plan FFCP projects on their existing clients' land but will not be sent new landowners/leads to visit.

FFIF and Consultant agree as follows:

1. SCOPE OF AGREEMENT

This Agreement shall cover the responsibilities of the parties.

The Family Forest Impact Foundation, working with partners to execute the Family Forest Carbon Program (FFCP), has as a strategic priority to provide landowners with the motivation and guidance necessary to enhance carbon storage and sequestration on their properties, while also enhancing other co-benefits including forest resiliency, wildlife habitat, water quality, and sustainable wood supply.

The Family Forest Impact Foundation, LLC (FFIF), will occasionally provide opportunities for Participating Foresters to take on new landowner clients who are interested in enrolling in the FFCP. The FFIF will pay Participating Foresters for completing each of these visits and submitting FFCP Project Planning Data, as outlined in the FFCP Forester Manual.

The FFIF will also pay Participating and Approved Foresters to submit FFCP Project Planning Data as described in the FFCP Forester Manual for their existing landowner clients who have a current forest management plan. Payments to Consultants will not be based on any landowner outcome, only for services rendered.

The following fees outlined below are based on project area acreage and are meant to include all costs associated with completing the project planning visit, completing the project planning forms, and completing the Forest Management Plans including all time, materials, mileage, and travel.

<u>Consultant</u> **shall not** charge the landowner for any work related to FFCP project planning or the preparation of a Forest Management Plan using the FFCP template. Consultant **can** charge the landowner for costs associated with developing <u>a plan in a format agreed upon with the landowner, beyond the portion of the cost paid by FFIF.</u>

Project area acre range	Project Planning Payments (NO Site Visit Needed)	Project Planning Payments (Site Visit Needed)
30 - 100	\$200	\$600
101 - 250	\$250	\$800
251 - 500	\$300	\$1,000
501 - 1000	\$450	\$1,500
1001 +	\$600	\$2,000

Forester/Landowner (LO) Payment Table for Pre-Enrollment Activities based on Project Size

Property acre range	Management Plan Amendment or New Plan Development Payments
30 - 100	\$900
101 - 250	\$1,500
251 - 500	\$2,000
501 - 1000	\$2,500
1001 +	\$3,000

Forester/Landowner (LO) Payment Table for Post-Enrollment Management Plan Amendment or Development based on <u>Property</u> Size

2. RESPONSIBILITIES OF THE PARTIES

- 2.1. Consultant Responsibilities:
- 1.1. Consultants must comply with all state forestry laws, <u>including being licensed in the state(s) in</u> which they are practicing, if applicable.
- 1.2. To become an FFCP-participating or approved forester, the consultant must meet **one or more** of the following requirements (**please check applicable qualifications**):
- □ Society of American Foresters Certified Forester
- □ American Tree Farm System (ATFS) Tree Farm Inspector
- □ Association of Consulting Foresters Full Member
- □ Forest Stewards Guild Professional Member
- □ NRCS Technical Service Provider (TSP)

- □ Wisconsin Cooperating Forester
- □ Wisconsin Consulting Forester
- □ Wisconsin Association of Consulting Forester
- □ Certified Managed Forest Law Plan Writer
- □ Michigan Association of Consulting Forester
- Michigan Registered Forester
- □ Michigan ACF Certified Forester
- Minnesota Association of Consulting Forester
- □ Minnesota Stewardship/SFIA/2c Plan Writer
- □ Minnesota Association of Consulting Forester
 - 1.3. Consultants must participate in a training before they are accepted into the program as FFCPparticipating or FFCP-approved consultants. Trainings will include information on FFCP Practices, and project planning and reporting requirements.
 - 1.4. Consultant must provide a list of counties they are interested in and <u>committed</u> to service. Project partners will only provide landowner leads to a forester based on these stated preferences. If the Consultant consistently does not respond to landowner request for services within a county they have registered to service, FFIF reserves the right to follow up with the Consultant, reassign the landowner lead, if need be, or terminate the agreement.
 - 1.5. Consultant will accept or decline landowner leads within <u>1 week</u> of receiving a lead. If declined, consultant will inform FFCP via email. If accepted, the consultant must contact and schedule a visit within <u>1 week</u> of receiving a lead and conduct a field visit within <u>30 days</u>. If the Consultant does not respond to a lead within the allotted <u>1 week</u> timeframe, FFIF reserves the right to follow up with the Consultant, reassign the landowner lead, if need be, or terminate the agreement.
 - 1.6. The consultant <u>must</u> utilize the Landowner CRM for submitting project planning documents, updating the landowner status and notes, mapping the stands that comprise the practice and project areas, and updating with any pre-harvest and post-harvest data collected. (See Forester Manual)
 - 1.7. The Consultant will update and submit any completed project planning documents within <u>2</u> weeks of the completed visit. Specifics regarding this reporting requirement will be covered in a training session mentioned above. If the Consultant does not update the CRM within <u>2 weeks</u>, FFIF reserves the right to follow up with the Consultant, reassign the landowner lead, if need be, or terminate the agreement if project planning updates chronically exceed 2 weeks.
 - 1.8. In the case that the visit was put on hold or canceled, consultants must update the online CRM within <u>1 week</u> along with the reason why. This will help the program improve and keep track of existing projects.

- 1.9. In the case that the Consultant was selected to update an existing management plan or contracted to development a new management plan, the consultant agrees to follow the management plan requirements set forth by the program and complete the update or development within **<u>10 months</u>** of receiving the request.
- 1.10. Consultant must submit a monthly invoice for months in which project planning data or a management plan was updated or developed was submitted. (See Forester Manual)
- 1.11. Consultants must agree to work cooperatively with our project partners (i.e., the American Forest Foundation and The Nature Conservancy, among others).
- 1.12. Consultant must agree to sign a written contract articulating these requirements and other project roles and responsibilities. Failure to follow contract terms could result in termination of the agreement.

2.2. FFIF/Partner Responsibilities:

- 2.2.1. Provide training and support for what the Consultant should communicate to the landowner and how to record data.
- 2.2.2. Track interest from landowners that comes in from outreach efforts.
- 2.2.3. Provide initial contact to those landowners interested in meeting with a consulting forester.
- 2.2.4. Subject to Consultant completing all Consultant Responsibilities, FFIF will pay Consultant for project planning work based on invoices submitted, not to exceed amount per project planning visit and submission laid out in payment table above. Payment will be made within 60 days after submission of Consultant W-9 and invoice, whichever is later.
- 2.2.5. FFIF will provide all necessary landowner contact data to Consultant as well as all resources needed to plan the project, including FFCP Forester Manual, Project Planning and Information Forms, and an account in the Landowner CRM to keep track of next steps and submit project data.

3. PERSONNEL

Consultant is responsible for all employee-related salary and applicable benefits to Consultant and Consultant's personnel performing under this Agreement and all actions or inactions performed by Consultant and/or Consultant's personnel in connection with this Agreement.

4. TERM AND TERMINATION

- 4.1. This Agreement shall begin at signing and unless terminated by the terms below, shall be indefinite.
- 4.2. This Agreement may be terminated by either party upon fifteen (15) days advanced written notice in the event of:

- 4.2.1. a material breach of this Agreement by the other party;
- 4.2.2. fraud by the other party;
- 4.2.3. insolvency, bankruptcy, reorganization or receivership of one of the parties;
- 4.2.4. breach of fiduciary duties by one of the parties;
- 4.2.5. FFIF's dissatisfaction with the quality of the project;
- 4.2.6. Consultant's failure to complete the project in a timely manner or;
- 4.2.7. Gross or willful negligence, persistent or prolonged neglect or misconduct by one of the parties.
- 4.2.8. If a consultant who is the sole owner and proprietor of a company shall perish, this Agreement is terminated.
- 4.3. This Agreement may be terminated, without cause, by either party upon thirty (30) days advance written notice to the other party.
- 4.4. Upon Termination of this Agreement, Consultant shall immediately, within thirty (30) days, deliver all work performed pursuant to this Agreement to FFIF, including documents provided to Consultant by FFIF and any work in progress, such as notes, drafts, and sketches) and shall, upon FFIF's written request, document on a time and materials basis, in detail, the status of the services that have been terminated and the delivered work. If requested by FFIF, Consultants shall, after termination, cooperate on a time and materials basis with FFIF in its or another's efforts on FFIF's behalf to complete any services or deliverables set forth in writing and to provide for an orderly transition.

5. NONDISCLOSURE

During the term of this Agreement, Consultant may have access to information of a confidential and proprietary nature. Such confidential information may include, without limitation, membership lists, corporate or facility data regarding FFIF members, information about trade secrets, costs, markets, strategies, plans for future development, and any other development, and any other information of a similar nature pertaining to FFIF. Consultant hereby expressly covenants and agrees that, at any time during the term or after termination or expiration of this Agreement, Consultant shall not use, furnish, or disclose any confidential or proprietary information to any other person, corporation, association, or other entity without the prior written consent of FFIF. This section shall survive termination of this Agreement.

6. TRADEMARKS

Consultant agrees that FFIF has the exclusive right to the names FAMILY FOREST IMPACT FOUNDATION and FAMILY FOREST CARBON PROGRAM, as well as the FFIF logo. Consultant agrees that said logo and names shall not be used outside of the context of this Agreement without the prior written approval of the appropriate party.

7. NOTICE

Any notice or report required or permitted to be given under provisions of this Agreement shall be in writing and be delivered either by mail or by personal delivery. If delivered by mail, notices shall be sent by Federal Express or a similar type of delivery service, or by certified, or registered mail, return receipt requested, with all postage and charges prepaid. All notices shall be addressed to the individuals in the capacities indicated below, or as specified by subsequent written notice delivered by the party whose address has changed.

For FFIF:

Christine Cadigan Director Family Forest Impact Foundation 2000 M St NW, Ste. 550 Washington, DC 20036

For Consultant:

Name: ______Title: _______Address: ________

8. INDEMNIFICATION

- 8.1. Consultant agrees to indemnify and hold FFIF harmless for all liability, claims, and damages, including the cost of defense and investigation incident thereto, arising as a result of Consultant's negligence or knowing misrepresentations.
- 8.2. Consultant shall indemnify and hold FFIF harmless from any proceedings or claims asserted against FFIF resulting from materials solely furnished by Consultant involving copyright infringement, violations of personal rights of privacy, misappropriation of ideas or rights and literary piracy or plagiarism, excepting claims arising from materials or information furnished by FFIF or from matters with respect to which Consultant has advised FFIF, in writing, of the legal risks involved and FFIF, by its specific approval, has assumed the risks thereof, in which case FFIF shall so indemnify Consultant.
- 8.3. FFIF agrees to indemnify and hold Consultant harmless from all liability, claims, and damages, including the cost of defense and investigation incident thereto, arising as a result of FFIF's negligence or knowing misrepresentation.

9. INSURANCE AND WORKERS COMPENSATION

Consultant shall obtain, maintain, and provide evidence of insurance in minimum amounts of \$100,000/occurrence and \$200,000 aggregate to provide coverage for any liabilities arising out of or resulting from Consultant's obligations pursuant to this Agreement. Consultant shall provide proof of insurance and workers compensation upon execution of this Agreement.

10. GOVERNING LAW

Any controversy or claim arising out of or relating to this Agreement, shall: first, be settled by best attempts of the parties to craft a mutually agreeable resolution and, second, be settled with the assistance and facilitation of a trained mediator who is mutually selected by the parties. The parties to this Agreement to share equally any costs and professional fees involved in mediation proceedings, but not the preparation for the proceedings on the part of the parties to the dispute.

This Agreement shall be governed by and pursuant to the laws within the state where such a dispute occurred. All suits or claims by either party shall be brought in the state in which the dispute occurred.

11. ENTIRE AGREEMENT/SEVERABILITY

This Agreement constitutes the entire agreements between the parties hereto and supersedes all prior understandings and writings and may be amended or modified only by a writing signed by the parties. If any provision of this Agreement, or the application thereof to any person or circumstances, shall to any extent be void, invalid, unenforceable, or illegal for any reason, the remainder of this Agreement, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12. WAIVER

The failure of either party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any right or remedy contained herein shall not be construed as a waiver or as a relinquishment for the future of such term, provision, right, or remedy. Neither this Agreement nor any provisions thereof may be changed, waived, or discharged, except by an in instrument in writing signed by the parties.

13. EQUAL OPPORTUNITY

Consultant agrees that it is in compliance with Executive Order 11246 and Revised Order No. 4, the Vietnam-Era Veterans Readjustment Assistance Act of 1974, the Vocational Rehabilitation Act of 1973, and other federal and state anti-discrimination laws.

14. MISCELLANEOUS

- 14.1. Consultant will be independent for its performance under this Agreement. This Agreement will not be construed to constitute either party as a representative, agent, employee, partner, or joint venturer of the other.
- 14.2. Neither party shall be liable for any failure or delay in the performance of its obligations due to a fire, flood, earthquake, elements of nature, or acts of God, acts of war, terrorism, riots, civil disorder, rebellions, or other similar cause beyond the reasonable control of the party affected, provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented, and provided further that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay.

15. GEOGRAPHIC RESTRICTIONS

- 15.1. Consultant <u>must</u> either provide a list of counties they are available to service or indicate that they would *not* like to take on new clients at all. Project partners may reach out to consultants from time to time with new leads in these counties.
- 15.2. Consultant/Participating Foresters should list counties (MI/WI/MN) in which they **are willing** to provide service in the space below:

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

FAMILY FOREST IMPACT FOUNDATION, LLC:

Christine Cadigan

Date

Director

CONSULTANT:

Signature: _	
Name:	
<mark>Company: _</mark>	
Address:	
Phone:	
E-mail:	



<mark>Date</mark>

APPENDIX B CONSULTING FORESTER BILLING GUIDE

Billable Party	Price
FFIF, Send invoice to both	Not to exceed designated rates. Reference
Midwest Sr. Forestry Managers	<u>Table 1</u>
FFIF, Send invoice to both	Not to exceed designated rates. Reference
Midwest Sr. Forestry Managers	Table 1
FFIF, Send invoice to both	Not to exceed designated rates. Reference
Midwest Sr. Forestry Managers	Table 2
FFIF, Send invoice to both	Not to exceed designated rates. Reference
Midwest Sr. Forestry Managers	Table 2
FFIF, Send invoice to both	FFIF billing not to exceed designated rates.
Midwest Sr. Forestry Managers	Reference <u>Table 2</u> .
	~
~And~	Consultants can charge the Landowner for
	costs associated with developing a plan in a
Landowner	format agreed upon, beyond the portion of
	the cost paid by FFIF.
Landowner	Negotiate a fair market price for service.
Landowner	Negotiate a fair market price for service.
	Midwest Sr. Forestry ManagersFFIF, Send invoice to bothMidwest Sr. Forestry ManagersLandownerLandowner