



## A FORESTER'S GUIDE TO THE FAMILY FOREST CARBON PROGRAM IN THE CENTRAL AND SOUTHERN APPALACHIANS

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## Introduction

The Family Forest Carbon Program (FFCP) is an opportunity for private landowners to benefit financially from carbon markets by managing their forests in a way that helps 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 and The Nature Conservancy and is administered by the Family Forest Impact Foundation, LLC (FFIF), which is an affiliate of AFF.

The FFCP is an opportunity to engage forest landowners with new types of incentives, which contribute toward the cost of forest management practices and generate an additional source of income. Landowners interested in this program work with professional foresters who provide technical assistance and professional guidance to landowners regarding the best options for their forests.

### Practice-Based Approach

Traditional carbon programs are based on carbon stocks measured 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.

The FFCP is different. It incentivizes specific forest management practices that have been scientifically demonstrated to enhance carbon sequestration, improve forest health, and provide other important ecosystem benefits. 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, the FFCP opens the door for smaller family forest owners to benefit.

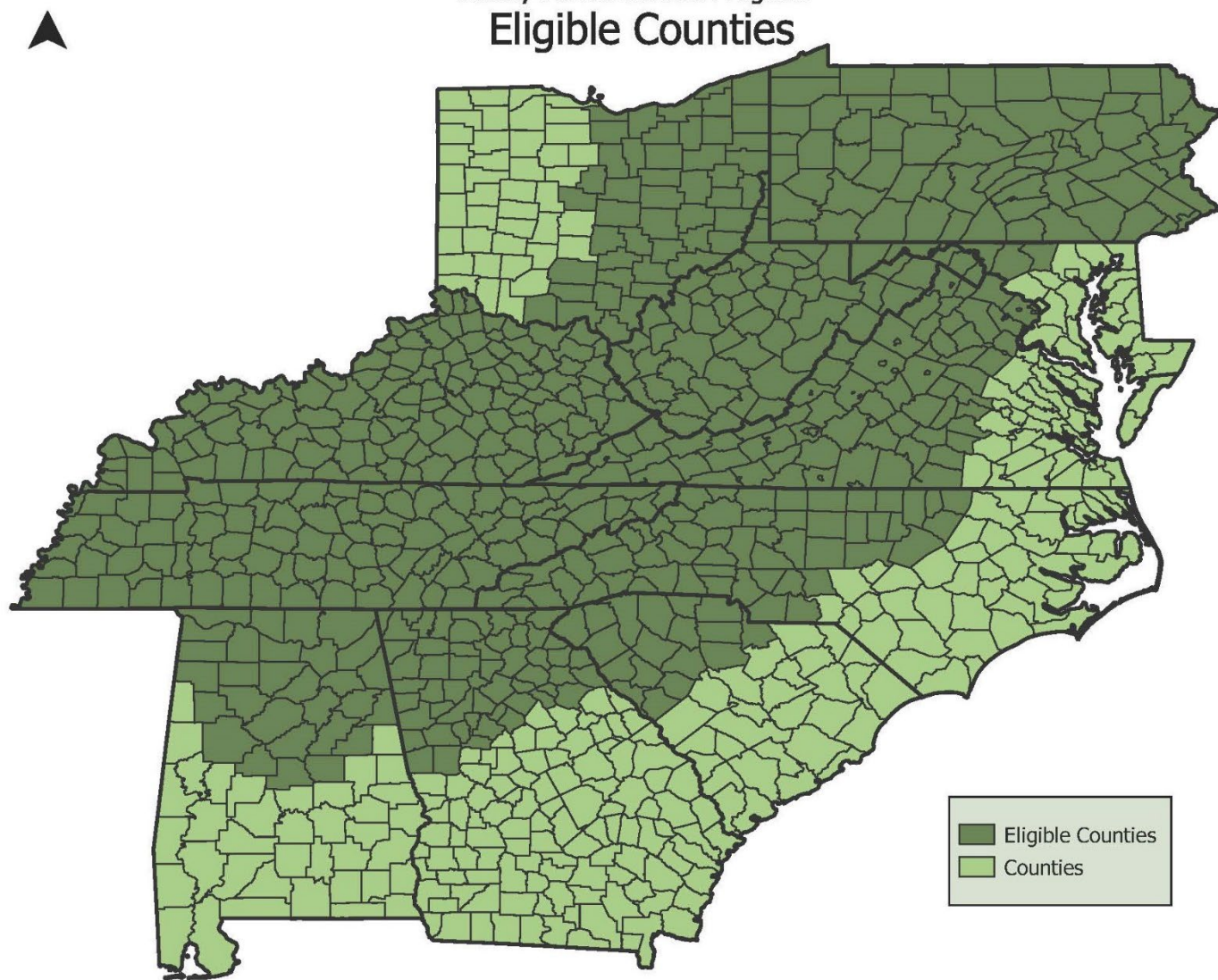
### Landowner Engagement and Enrollment

#### Landowner Eligibility

To be eligible for enrollment in the FFCP, the following criteria must be met at the **PROPERTY** level:

1. The property is within the eligible project areas (see maps below).
2. The property has a minimum of 30 contiguous forested acres (there is no upper acreage limit).
3. The property is not subject to any existing legal encumbrance (e.g., conservation easement or state/local restrictions) that restricts the volume or extent of timber harvest activity (e.g., riparian buffers, designated reserves, or no harvest areas).
4. Additional eligibility criteria may be required at the **PROJECT** level for certain forestry practices. Those additional criteria are listed below with the corresponding practice.

## Family Forest Carbon Program Eligible Counties



### Eligible Counties

**PA:** Entire state

**WV:** Entire state

**MD:** Allegany, Carroll, Frederick, Garrett, Washington

**OH:** Fairfield, Harrison, Morrow, Holmes, Wayne, Portage, Richland, Ross, Medina, Carroll, Delaware, Geauga, Tuscarawas, Guernsey, Athens, Coshocton, Jackson, Huron, Perry, Lake, Trumbull, Mahoning, Meigs, Columbiana, Vinton, Knox, Lorain, Hocking, Stark, Ashland, Cuyahoga, Erie, Scioto, Jefferson, Licking, Morgan, Pike, Gallia, Ashtabula, Lawrence, Muskingum, Adams, Summit, Belmont, Washington, Monroe, Noble

**KY:** Entire state

**TN:** Entire state

**AL:** Franklin, Fayette, Cullman, Blount, Morgan, Clay, Colbert, Winston, Lawrence, Marshall, Etowah, St. Clair, Limestone, Tuscaloosa, Jefferson, Madison, Coosa, Talladega, Jackson, DeKalb, Lauderdale, Bibb, Shelby, Marion, Walker, Cleburne, Calhoun, Chilton, Cherokee

**GA:** Haralson, Forsyth, Spalding, Banks, Bartow, Heard, Polk, Walton, Newton, Rockdale, Stephens, Whitfield, Coweta, Clayton, Fannin, Carroll, Cobb, White, Habersham, Barrow, Towns, Fayette, Madison, Meriwether, Union, Pickens, Gwinnett, Jackson, Gordon, DeKalb, Oconee, Floyd, Murray, Walker, Cherokee, Fulton, Oglethorpe, Douglas, Chattooga, Rabun, Gilmer, Paulding, Catoosa, Franklin, Elbert, Hall, Clarke, Hart, Troup, Dawson, Dade, Henry, Lumpkin

**SC:** Greenville, Saluda, Oconee, Union, Anderson, Abbeville, Laurens, Lancaster, Greenwood, Fairfield, McCormick, Edgefield, Pickens, Newberry, Cherokee, Spartanburg, York, Chester

**NC:** Randolph, Orange, Warren, Vance, Guilford, Stanly, Catawba, Wilkes, Chatham, Henderson, Franklin, Forsyth, Madison, Wake, Surry, Montgomery, Gaston, Durham, Lincoln, Alleghany, Haywood, Yadkin, Alamance, Ashe, Rockingham, Rowan, Cabarrus, Caldwell, Swain, Avery, Jackson, Rutherford, Stokes, Burke, Polk, McDowell, Macon, Graham, Cherokee, Granville, Iredell, Union, Watauga, Yancey, Mitchell, Davie, Caswell, Davidson, Person, Mecklenburg, Transylvania, Clay, Buncombe, Anson, Cleveland, Alexander

**VA:** Manassas Park, Winchester, Rappahannock, Radford, Fredericksburg, Buena Vista, Harrisonburg, Lexington, Fairfax, Charlottesville, Buckingham, Fluvanna, Norton, Clarke, Falls Church, Galax, Bristol, Russell, Craig, Fauquier, Halifax, Salem, Nottoway, Bath, Lee, Franklin, Lynchburg, Culpeper, Waynesboro, Fairfax, Page, Carroll, Rockbridge, Grayson, Alexandria, Madison, Mecklenburg, Montgomery, Arlington, Charlotte, Cumberland, Lunenburg, Louisa, Henry, Scott, Spotsylvania, Prince Edward, Manassas, Washington, Smyth, Stafford, Nelson, Patrick, Botetourt, Albemarle, Warren, Amherst, Dickenson, Pulaski, Shenandoah, Buchanan, Frederick, Amelia, Alleghany, Wise, Campbell, Greene, Giles, Bedford, Bland, Roanoke, Augusta, Orange, Appomattox, Roanoke, Wythe, Goochland, Prince William, Staunton, Rockingham, Floyd, Covington, Loudoun, Powhatan, Tazewell, Highland, Pittsylvania, Danville

### Landowner Outreach

The FFCP has several strategies for recruiting forest landowners to the program. The program builds on existing landowner and forester networks by utilizing the American Tree Farm System, Pennsylvania Forest Stewardship Program, Woodlands Owners Associations, Consulting Foresters, and Bureau of Forestry Service Foresters. Foresters are encouraged to talk to their clients about FFCP to see if the program aligns with their management objectives.

The FFCP also utilizes new technology to recruit forest landowners who are new to forest management and conservation. WoodsCamp is a free online tool designed to help family forest owners connect with programs, services, and professionals that help them care for their land. By leveraging the best available mapping data, WoodsCamp highlights opportunities matched to the landowners' goals and the condition of their forest. It is a tool that efficiently pinpoints forest owners who might be a good fit for conservation projects in specific areas, including FFCP.

## The Role of Foresters

### Planning A Project

Landowners interested in the FFCP will work with a forester to delineate a project area and collect basic forest stand data. Most of the time, this will require a joint site visit between the landowner and the forester to discuss the landowner's forest management goals and to identify potential project locations. The forester will need to delineate the project area and collect basic forest inventory data and provide this information to FFCP.

A property tour may not be necessary if a landowner has a forest management plan less than 10 years old with accurate stand delineations and forest inventory data that can be used to plan the project. Existing plans must have up-to-date information and reflect current conditions of the proposed FFCP project area.

### FFCP Consulting Foresters – Participating and Approved

Natural Resource Professionals that meet the requirements of an FFCP Consulting Forester as described below are encouraged to work with landowners to plan FFCP projects. The FFCP will work with foresters to ensure that they are prepared to work with landowners and have access to the online Customer Relationship Management tool (CRM) to assist with planning.

The Consultant shall be either a "Participating Forester" or an "Approved Forester" and must follow their FFCP Consulting Forester Agreement and the Requirements and Standards for FFCP-Approved Consulting Foresters (Appendix A). Participating Foresters may be contacted with new client leads, should new landowner interest be greater than the on-staff forester capacity, and help to verify eligibility and plan FFCP projects for those new clients. They can also plan projects on their existing clients' land. Participating Foresters are not obligated to accept new leads. If you would like to decline a lead, please make a note in the CRM timeline and notify [caforester@forestfoundation.org](mailto:caforester@forestfoundation.org) so we can reassign that landowner to another forester. Approved Foresters can plan FFCP projects on their existing clients' land but will not be sent new landowners/leads to visit.

The question of whether to be a Participating vs. Approved Forester comes down to whether you would like to receive new clients, i.e., landowners who come into the FFCP and don't yet have a forester with whom they work. 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.

The FFCP expects foresters who are working with landowners to carry out FFCP practices to promptly share information with FFCP staff in accordance with the "Consulting Agreement for FFCP Foresters" and the "Requirements and Standards for FFCP-Approved Consulting Foresters" section below. The FFCP will maintain a list of approved foresters for landowners to contact for project implementation. Once foresters have planned at least two projects, they will be added to that list if desired.

#### Forester – Landowner Working Relationship

The FFIF will have staff outreach foresters *and* contracted consulting foresters to provide no-cost visits and project planning services for landowners who do not have a prior relationship with a forester. In the cases in which 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. Payment rates are outlined in the table below.

Family Forest Impact Foundation, LLC (FFIF), will occasionally provide opportunities for Consultants to take on new landowner clients who are interested in enrolling in the FFCP. FFIF will pay Consultant for completing each of these visits and submitting FFCP Project Planning Data, as outlined in the “FFCP Practices” section below. The Consultant will submit an invoice for services provided to the FFIF according to the payment table below to [caforester@forestfoundation.org](mailto:caforester@forestfoundation.org) monthly.

The fees outlined below 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. Consultant shall not charge the landowner for any work related to FFCP Project Planning.

### Forester/Landowner (LO) Payment Tables

<b>Forester Payment Table for Project Planning based on Project Size. * CANNOT EXCEED RATES.</b>		
<b>Project area acre range</b>	<b>Payment for submitting project planning data, and spatial data</b>	<b>Payment for completing a site visit, submitting project planning data, and spatial data</b>
(Forested acreage less maintained area)	(FMP - NO Site Visit Needed)	(Site Visit Needed)
<b>30-99 acres</b>	\$200	\$500
<b>100-199 acres</b>	\$250	\$600
<b>200-299 acres</b>	\$300	\$900
<b>300-499 acres</b>	\$350	\$1,100
<b>500-999 acres</b>	\$450	\$1,400
<b>1000-1499 acres</b>	\$500	\$1,600
<b>1500-1999 acres</b>	\$600	\$1,900
<b>2000+ acres</b>	\$700	\$2,100
*CANNOT EXCEED RATES. Services are billed to FFIF representative and will be paid upon successful completion of all project planning activities.		

<b>Forester Payment Table for Post-Enrollment FFCP Management Plan Template Development* based on Property Size.</b>	
<b>Project area acre range</b>	<b>Payment to Forester for preparing FFCP Management Plan Template</b>
(Forested acreage less maintained area)	(Available in select states)
<b>30-99 acres</b>	\$600
<b>100-199 acres</b>	\$700
<b>200-299 acres</b>	\$800
<b>300-499 acres</b>	\$900
<b>500-999 acres</b>	\$1,000
<b>1000-1499 acres</b>	\$1,100
<b>1500-1999 acres</b>	\$1,200
<b>2000+ acres</b>	\$1,300

\*FFCP Management Plan Template payments CANNOT EXCEED RATES. Services are billed to FFIF representative and will be paid upon successful completion of project planning activities. Templates are only available in select states.

<b>The Apps/South (Pennsylvania, Maryland, West Virginia, Ohio, Alabama, Tennessee, Kentucky, Georgia, South Carolina, North Carolina, and Virginia) Landowner (LO) Payment Table for Post-Enrollment 3rd Party Management Plan Development or Amendment based on Property Size.</b>		
<b>Project area acre range</b>	<b>Payment to Landowner for preparing 3rd Party Management Plan</b>	<b>Payment to Landowner for preparing Management Plan Amendment</b>
(Forested acreage less maintained area)	(NRCS CAP 106, state run forestry program management plan, stewardship plan, etc.)	(Adding language to current plan beyond Adaptive Management, which will be done in house)
<b>30-99 acres</b>	\$600	\$150
<b>100-199 acres</b>	\$700	\$175
<b>200-299 acres</b>	\$800	\$200
<b>300-499 acres</b>	\$900	\$225
<b>500-999 acres</b>	\$1,000	\$250
<b>1000-1499 acres</b>	\$1,100	\$275
<b>1500-1999 acres</b>	\$1,200	\$300
<b>2000+ acres</b>	\$1,300	\$325

In addition, all landowners are encouraged to work with a consulting forester to fulfill the recommendations in their forest management plan. Doing so will likely include practices in addition to those contracted through FFCP. Foresters and landowners linked together through FFCP may continue working together on additional projects that fit within the allowances of the practice, such as sustainable timber sales, if both parties wish to do so.

## FFCP Practices

The FFCP is based on forest management practices that have been scientifically demonstrated to enhance carbon sequestration and improve forest health. 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. The FFCP practices for the Appalachian region include "Growing Mature Forests" (GMF) and "Enhancing the Future Forest" (EFF). EFF is currently under revision and not available to landowners at this time.

### Growing Mature Forests (GMF)

This practice is intended to avoid unsustainable timber harvesting in sawtimber-sized forest stands. The payment to the landowner will be based on the FFCP Carbon Additionality Model.

In this practice, a landowner agrees to a 20-year commitment of increasing post-harvest forest stocking and quality. GMF is ideal for forested stands where no regeneration harvests are planned.

**Eligibility:** To be eligible for this practice, the project area must average at least 4,000 board feet per acre. The project area must meet the FIA definition of “accessible forest land”. Please see Appendix B: Delineating Forest Land In FFCP.

Plantations are ineligible for this practice. Areas on any property for which coniferous species comprise at least 50% of the basal area and are greater than 25 acres in size are also ineligible. Please exclude these stands from the project area and note why they are excluded in the CRM.

Plantation Definition: A plantation is any contiguous area, at least 5 acres in size, where 50% of the basal area is made up of planted trees.

Guidance for Enrolling/Excluding Plantations: If the naturally regenerated trees account for >50% of the total basal area **and** the board feet per acre **of that natural regeneration** is >4,000 bd ft/acre then the stand is GMF eligible.

A Conifer stand is defined as: A contiguous area at least 25 ac in size, where at least 50% of the basal area is made up of conifer species.

**Project Planning:** Foresters planning a Growing Mature Forests practice will need to complete a basic forest inventory to assess forest stand condition and estimate the average timber volume per acre. The inventory should be conducted using variable-radius plots (i.e., prism or angle-gauge plots). Tree species, DBH, and merchantable height will be recorded for each “in” tree. More information on these criteria is included in the attached Inventory and Planning Guide.

The locations of plots should be well distributed, unbiased, and located within conditions representative of the forest stand. The forester will record the GPS coordinates of each plot and provide the plot coordinates to FFCP staff. A minimum of 7 plots are required for all projects. On projects greater than 100 acres, an additional plot is required for every 50 acres of proposed project size (e.g., minimum of 10 plots for a 250-acre project). Foresters are encouraged to install more plots if higher accuracy is desired by the forester and/or landowner, if the project area covers multiple forest stands, or if the forest condition is highly variable.

Foresters will calculate the estimated timber volume for the project in International  $\frac{1}{4}$ ” using appropriate log rules for the project area and provide the estimates to FFCP along with an Excel file or similar spreadsheet of the raw inventory data. Existing inventory data will suffice if the inventory reflects current forest conditions, planned project acreage, and minimum sampling intensity.

### Forest Management Plans

The landowner must have an up-to-date (no more than 10 years old) forest management plan (FMP) for their entire property throughout the length of the Growing Mature Forest practice contract. Within 2 years after their agreement is signed, landowners enrolling in the “Growing Mature Forests” practice must submit to FFCP a **property-wide forest management plan** that is less than 10 years old or regularly updated. The landowner must update their plan by the expiration date or in year 10 of the contract, whichever comes first. The landowner has two options to complete this plan:



Option 1: A FFCP Staff Forester or FFCP-Approved and Contracted Consulting Forester will work with the landowner to create a basic forest management plan free of charge for the landowner. For the basic plan, contracted foresters will utilize the FFCP Plan Template and tailor the plan to the landowner's goals and interests. The contracted forester will receive payment directly from FFCP according to the "Forester/Landowner Payment Table" above. They will not receive additional funding from landowners for writing this type of plan unless the landowner opts for a more detailed plan (see option 2). The plan will be updated by an FFCP Staff Forester or FFCP-Approved and Contracted Consulting Forester in year 10. Consulting foresters will receive payment for the update directly from FFCP in year 10 according to the "Forester/Landowner Payment Table" above.

Option 2: If the landowner would like a more detailed plan, e.g., to apply for NRCS funding, we will refer them to consulting foresters. In these cases, the landowners and foresters will be responsible for negotiating the total cost of the FMP, to which FFCP will contribute a set amount to defray costs depending on the enrolled project acreage. The landowner will be paid according to the "Forester/Landowner Payment Table" above. The plan must incorporate an **adaptive management** (described below) section and must be approved by a third party or the FFCP. The landowner must submit both the plan and the proof of third-party approval/oversight to FFCP in these cases. Examples meeting this third-party approval/oversight criterion include, but are not limited to:

- (a) Forest Stewardship Plan (approved by state forestry agency)
- (b) NRCS CAP 106 Forest Management Plan
- (c) Membership in the American Tree Farm System (ATFS)
- (d) Certification under the Forest Stewardship Council (FSC)
- (e) Certification under the Sustainable Forestry Initiative (SFI)

The landowner must get an update when their plan expires or in year 10 of the contract, whichever comes first. The landowners and foresters will be responsible for negotiating the total cost of the FMP update, to which FFCP will contribute a set amount to defray costs depending on the enrolled project acreage. The landowner will be paid for the update according to the "Forester/Landowner Payment Table" above.

- **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. DCNR Service Forester, Consulting Forester, Penn State 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. The plan will be updated in 10 years, but more frequent, informal updates are encouraged so that the most current information is incorporated into decision making.

## Timber Harvests

Commercial timber harvests and non-commercial tree cutting are allowed through the Growing Mature Forests practice but must meet the following criteria to ensure that the cutting is sustainable and meets program goals:

### I. Permitted Removals:

- a. Landowners may remove any dead wood or live trees from their Contract Area that pose a threat to human safety and health. Landowners are responsible for contacting FFCP personnel when hazard removal is to occur.
- b. Landowners may remove dead wood or live trees from their Contract Area for personal use (i.e., not for barter, sale, or trade) in amounts of “Cords” listed in the table below in total during a 12-month period, limited in the case of live trees to those of less than 12” in diameter. Harvest for personal use must be evenly distributed throughout accessible forested areas within the Contract Area and not confined to one area and may not be conducted in a manner that is intended to result in or reduce the requirements for a Substantial Harvest (described below). These permitted removals may not be conducted if they cause or contribute to any Prohibited Removals (described below).

Forested Contract Area (acres)	Maximum Cords per Year
30-199	5
200-299	10
300-399	15
400-499	20
500+	25

- II. A **“Substantial Harvest”** is a removal of live trees or dead wood in the Contract Area that:
  - a. Removes live trees or dead wood in excess of the limits set forth by the personal cordage allotment.
  - b. Removes dead wood or live trees for purposes of barter, sale, or trade.

Prior to conducting a Substantial Harvest, the Landowner must provide to FFIF at least thirty (30) days prior to commencement of such Substantial Harvest:

(a) a written report prepared by a Qualified Forester regarding the results of its pre-Harvest measurements (referred to collectively as the “Initial Timber Assessment”) of Quadratic Mean Diameter, Basal Area per acre, Acceptable Growing Stock and Unacceptable Growing Stock and the species within the Contract Area.

(b) written notice of the Landowner’s plan to conduct a Substantial Harvest, including a spatial file of the proposed Harvest Area, a defined footprint of land within which a Substantial Harvest may occur (the “Harvest Area”), prepared by the Qualified Forester; and a description of the goal of the harvest. For purposes of the Basal Area assessment, the required level of confidence for the calculation is a sampling error of  $\pm 10$  percent at the 90 percent confidence level.

A Landowner, even though a Qualified Forester, may not prepare the report and/or notice to meet the above requirements.

- III. **Prohibited Removals:** Landowners shall not conduct or allow any dead wood or live tree removal, including girdling and hinge cutting, that results in:
- A reduction of more than 25% of the Basal Area per acre in the Contract Area (in an individual harvest or cumulatively over time) compared to the Basal Area per acre set forth in the Initial Timber Assessment.
  - A reduction of more than 10% in the aggregate (in an individual harvest or cumulatively over time) of the Quadratic Mean Diameter of the Contract Area as set forth in the Initial Timber Assessment.
  - A reduction of more than 10% in the Quadratic Mean Diameter determined in accordance with the most recent forest inventory for the Contract Area.
  - Any reduction or removal that does not comply with applicable legal or program requirements related to habitat protection and/or does not comply with all timber harvest regulatory best management practices and voluntary best management practices related to protecting water quality.
- IV. **Post-Harvest Report:** Following a Substantial Harvest, the landowners shall provide the following information prepared by a Qualified Forester (referred to as a “Post-Harvest Forester’s Report”) no more than 30 days after the conclusion of the harvest: Post-harvest measurements of Quadratic Mean Diameter, Basal Area per acre, AGS/UGS, and species within the Contract Area for which the required level of confidence for the calculation of Basal Area is a sampling error of  $\pm 10$  percent at the 90 percent confidence level.

A Landowner, even though a Qualified Forester, may not prepare the report.

## Enhancing the Future Forest (EFF)

**The EFF practice is currently under revision and not available to landowners at this time.**

## Practice Confirmation

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.

If a landowner decides to conduct a timber harvest while enrolled in FFCP, their forester will need to conduct a pre-harvest cruise and provide data to FFCP describing the basal area, QMD and growing stock (% AGS and UGS by basal area), any forest health issues or concerns, as well as a shapefile describing the harvest boundary. Following the operation, the landowner’s forester will conduct and document a post-harvest cruise, recording the same metrics to the same statistical tolerances, and submit both cruise reports and the shapefile describing the harvest boundary to FFCP. 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:

Collect data on trees more than 5” DBH that are “in” according to a 10 or 20-factor prism. Trees selected by the prism are identified as to species, measured for DBH, and evaluated for quality. On the tally

sheet, species is recorded in one of three ways: the Forest Service species code, a mnemonic code, or a forester-defined code. DBH should be measured and recorded by 1--inch size classes. Acceptable Growing Stock is defined as trees of a desirable species that contain at least one log, or will in the future, and likely will persist for another 15 years. Unacceptable Growing Stock is defined as trees of an undesirable species, or do not contain at least one log and never will, or are unlikely to live another 15 years.

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

- For stands smaller than 10 acres, use one regeneration plots per acre.
- For stands of 10 acres or larger, use 10 regeneration plots plus 1 additional plots for each 5 acres above 10 acres.

## Family Forest Carbon Program Forest Inventory and Planning Guide

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.

### Ownership complexities

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 doesn't match, the county bounces it back to us, which slows down the enrollment process.

Thus, if one parcel is under the landowner's name, and another parcel is under an LLC owned by the landowner – a separate project/contract is required for each parcel. The same is true 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) separately 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 (preferred), a shapefile, series of GPS points, or delineation on an accurate map. The practice area should align with forest stands identified in a property's forest management plan as appropriate.

## Data Collection

Additional data must be collected for the stands for 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.

**Growing Mature Forests (GMF):** Variable radius plots at the minimum sampling intensity listed below. Record species, DBH, and merchantable height for each tree. **Only live trees 5 inches DBH or greater shall be included in the inventory.** Tree species should be recorded with any common name, FIA code, Plants symbol, Mnemonic, or local code that is compatible with the USFS SILVAH program. Diameter can be recorded in either 1" or 2" classes. Merchantable heights can be recorded in feet or in 16-foot logs, including half logs (e.g., 1.5 logs = 24 feet).

## Minimum Required Sampling Intensity

A minimum of 7 plots is required for all projects. On projects greater than 100 acres, one additional plot is required for every 50 acres of proposed project size (e.g., minimum of 8 plots for 115 acres, 10 plots for a 250-acre project, etc.). Foresters are encouraged to install more plots if higher accuracy is desired by the forester and/or landowner, the project area covers multiple forest stands, or the forest condition is highly variable.

Project Size (Acres)	Minimum # of Plots
100	7
150	8
200	9
300	11
500	15

## Planning Forms

Planning forms are available in Excel-based spreadsheets for the GMF practice. Planners should fill out these forms using the data collected during the forest inventory and upload them to the online CRM (preferred) or submit them to [caforester@forestfoundation.org](mailto:caforester@forestfoundation.org). In addition to the planning form, **please utilize the CRM Mapping Tool to delineate the project area. If that is not possible, we require submission of spatial data of the project area** (shapefile (.SHP), .KML file, .GeoJSON, .JSON file, or .gpx files (both waypoints and tracks)). We also require **copies of the raw forest inventory data.**

**The online CRM** is a tool for foresters to track and upload landowner and project planning information. It also contains helpful tools such as a mapping tool that enables foresters to delineate project areas and download shapefiles. Once a forester signs up as an FFCP-Approved Forester, AFF will provide a log-in and information on how to use the CRM.

## Appendix A: Requirements and Standards for FFCP-Approved Consulting Foresters

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

- FFCP-Contracted Foresters: Foresters to whom the FFCP may send new, previously unengaged landowners (client leads) for visits and project planning and to whom AFF will provide set payments for these visits.
  - Client leads are not guaranteed and can fluctuate in frequency depending on program demand and FFCP staff forester capacity.
- FFCP-Approved Foresters: Foresters who may plan FFCP projects on existing clients' woodlands. They may be sent new landowners in special cases in which landowner interest exceeds our in-house capacity to complete those visits, with no obligation to accept the new leads.

### I. Program Requirements:

1. Consultants must comply with all state forestry laws, including being licensed in the state(s) in which they are practicing, if applicable.
2. Consultant must meet one or more of the following requirements:
  - i. ATFS Tree Farm Inspector
  - ii. Association of Consulting Foresters Member
  - iii. Society of American Foresters Membership
  - iv. Certified Technical Service Provider (TSP)
  - v. Forest Stewards Guild Professional Member
  - vi. Hold a bachelor's and/or post-graduate degree in wildlife biology, natural resource management, ecology, or forestry, with 2 years of work experience in forest ecosystems.
3. Consultant must provide a list of counties and/or towns they are interested in and committed to service. Project partners will provide landowner leads to a forester based on these stated preferences. Consultant must keep the FFCP informed about their capacity for visits. Counties of service and capacity can be edited in the consultants CRM profile.
4. Consultant will accept or decline landowner leads **within 2 weeks** of receiving a lead from the project coordinator. If accepted, the consultant must contact and schedule a visit within **1 week** of receiving a lead, update the CRM timeline to note when the visit is scheduled for, and conduct a field visit **within 30 days or within a reasonable accommodation of the landowners timeframe** (FFIF reserves the right to determine a reasonable timeframe in which to service the landowner lead and will communicate to the Consultant if service timelines are unreasonable). If the consultant does not respond to the project coordinator within 2 weeks, the lead will be given to another forester.
5. Consultants must agree to work cooperatively with our project partners (i.e., the Family Forest Impact Foundation, American Forest Foundation, The Nature Conservancy, and Audubon, Ruffed Grouse Society, among others).
6. Consultants must participate in training before they are accepted into the program as an FFCP-Approved Forester. The training will include information on FFCP practices,

management recommendations for wildlife habitat, and project planning and reporting requirements.

7. Consultants must commit to following the [Society for American Foresters' Code of Ethics](#).
8. **The forester will update the landowner status within 2 weeks of completing a visit**, including what the results of the visit are (project planning completed, landowner no longer interested, or additional visits needed to complete project planning). They must **submit any completed project planning documents within 2 weeks of the completed visit**. Specifics regarding this reporting requirement will be covered in a brief training session, mentioned above.
9. In the case that the visit was put on hold or canceled, consultants must update the CRM timeline and notify [caforester@forestfoundation.org](mailto:caforester@forestfoundation.org) with the reason why.
10. Consultant must agree to sign a written contract articulating these requirements and other project roles and responsibilities. Failure to follow contract terms will result in dismissal as an FFCP-approved consultant.

## II. Project Standards:

1. Landowners requesting a forester visit will be assigned a consultant on a rotating basis within the geographic region for those that have capacity. Landowner assignments will be rotated through the cooperating consultant list, while simultaneously ensuring that consultants are only assigned landowners in their preferred geographic radius.
2. The project coordinator will conduct an initial screening with landowner respondents and provide the cooperating consultant with as much background as possible to prepare for their visit. Additionally, this screening will help the landowner understand the role of the consultant and the conditions of the visit.
3. As part of the screening process, the project coordinator will determine if landowners have worked (or are working) with consulting foresters. In this case, FFCP will try to serve the landowner by working with his/her existing forester.
4. FFCP-Approved foresters who plan projects for their existing clients will be expected to agree on reasonable payment rates with their clients prior to project planning.
5. The hours spent on each property will be determined by property size, accessibility, etc. All landowners are encouraged to work with a consulting forester to fulfill the recommendations in their forest management plan. Doing so will likely include practices in addition to those contracted through FFCP. Foresters and landowners connected through FFCP may continue working together on additional projects such as sustainable timber sales if both parties wish to do so. Consultants should provide project partners information regarding future landowner actions to ensure that on-the-ground impact can be tracked over time.

## Appendix B: Criteria for Delineating Forest Land in FFCP

Exclude areas from the project area (stand) if area in question is:

If tree-covered:

- Less than 10 percent canopy cover by live tally trees of any size or has had at least 10 percent canopy cover of live tally species in the past, based on the presence of stumps, snags, or other evidence, or
- Less than 1 acre in area and not embedded in larger forest, or
- Less than 120' wide at its widest and not embedded in larger forest, or
- Less than 120' wide at its widest or 363' long at its longest if the area is roadside, streamside, or shelterbelt strips, or
- Area is tree-covered in agricultural production settings, such as fruit orchards, or tree-covered in urban settings, such as city parks.

If not tree-covered but embedded in forest land:

- At least 1 acre in size and at least 120' wide at its widest.
- Permanent, man-made structure such as:
  - Well pad
  - Home site
  - Right of way of any size

Examples:



*Figure 1. The area in question (red) is greater than 1 acre, but it includes areas with tree cover that are less than 120' wide. However, at its widest, the area is at least 120' wide, so the entire polygon is included.*





Figure 2. Even though the area in question (red) is less than 120' wide, it is a component of a larger forested block that is at least one acre in area and at least 120' wide. Thus, the area is not excluded.



Figure 3. The area in question (red) is less than 1 acre but is part of a forested area greater than 1 acre. At its widest, the area is at least 120', so it is included.



Figure 4. A complex example with all areas included. Even though some sections are less than 120' wide, at the block's widest, it is at least 120' wide.



Figure 5. This area is at least 120' wide at its widest, but it is less than one acre in area. The non-forest areas around it are greater than one acre in size. Thus, the noted island would be excluded.

## Appendix C: Creation of New Boundaries for FFCP Enrollment

### Introduction

As various users begin uploading and updating boundaries into the CRM, the protocol was developed to standardize the quality of data being imported/created.

There are different preferences for stand delineation, geographic feature representation and exclusionary areas. All these features are important to capture but must be consistent to avoid confusion and extra work when generating contracts and for MRV documentation.

This document will provide examples and assumes you already know the [basics of creating stands in the CRM](#) and how to delineate a forest for FFCP (additional document explains this further).

### Enrollment Boundary

A defined area that is enrolled in the Family Forest Carbon Program that is subject to contract terms. This is also sometimes referred to as project boundary, project area, contract boundary, woodland.

### Start

CRM Stands should be clearly outlined, named, and without overlap. The term *stands* in the CRM currently refers to the individual layers which represent a feature. It is **not** synonymous with a forestry stand.

Ultimately, each contiguous boundary should consist of 1 layer or stand. This layer in the CRM should encompass the outer most enrollment boundary and any exclusions. It should be clearly named as the FFCP boundary.

This property (image below) has multiple stands and multiple areas that need excluding. Color has been added to show stands. Each stand and exclusion is its own “layer” or stand component in the CRM.

For a contract to be generated, this extra information is not needed.



Figure 1 Boundary with multiple stands and exclusions

Utilizing the [Clip or Snap](#) (depending on need) and the [Exclude](#) tool, one clean boundary should be created at the end. This final layer should be dragged to the top of the stands list and tied to the contract. It should also be locked so that it is not accidentally edited further.

All other layers should be hidden and not linked to the contract.

### Ideal End Result

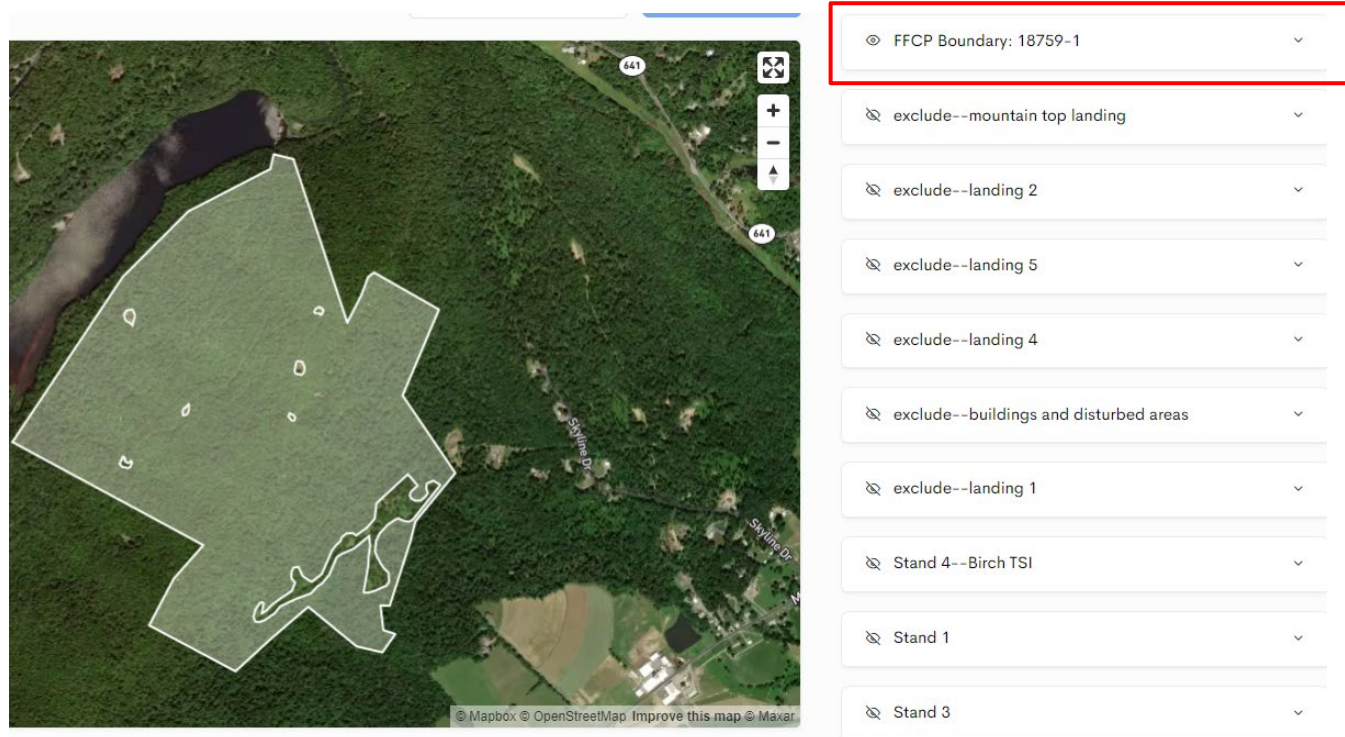


Figure 2 Ideal End Result. FFCP Boundary with woodland ID is at the top and is the only visible layer

An enrolled boundary can have multiple stands within the boundary, but the final boundary to be used for contract and MRV purposes is an exterior boundary with no stand delineation. The only extra lines within the boundary should come from exclusions.

The final boundary should follow this naming format: **FFCP Boundary: [WoodlandID]-[stand number]**. I.E., FFCP Boundary: [WoodlandID]-1, FFCP Boundary: [WoodlandID]-2, FFCP Boundary: [WoodlandID]-etc. If there are multiple non-contiguous parcels being enrolled, then each boundary gets the next number in the sequence. See figure 4 for an example.

If there are multiple contracts, each stand needs to be duplicated and tied to the corresponding contract. The stands naming format would be as follows: FFCP Boundary: [WoodlandID]-[contract #]-[stand number]. I.E., FFCP Boundary: [WoodlandID]-1-1, FFCP Boundary: [WoodlandID]-1-2, FFCP Boundary: [WoodlandID]-2-1, FFCP Boundary: [WoodlandID]-2-2.

Below (figure 3) is an example of 1 enrollment boundary that consists of non-contiguous *forestry* stands. Because these stands are associated with 1 parcel and 1 contract, they will remain together as 1 unit for enrollment tracking purposes.

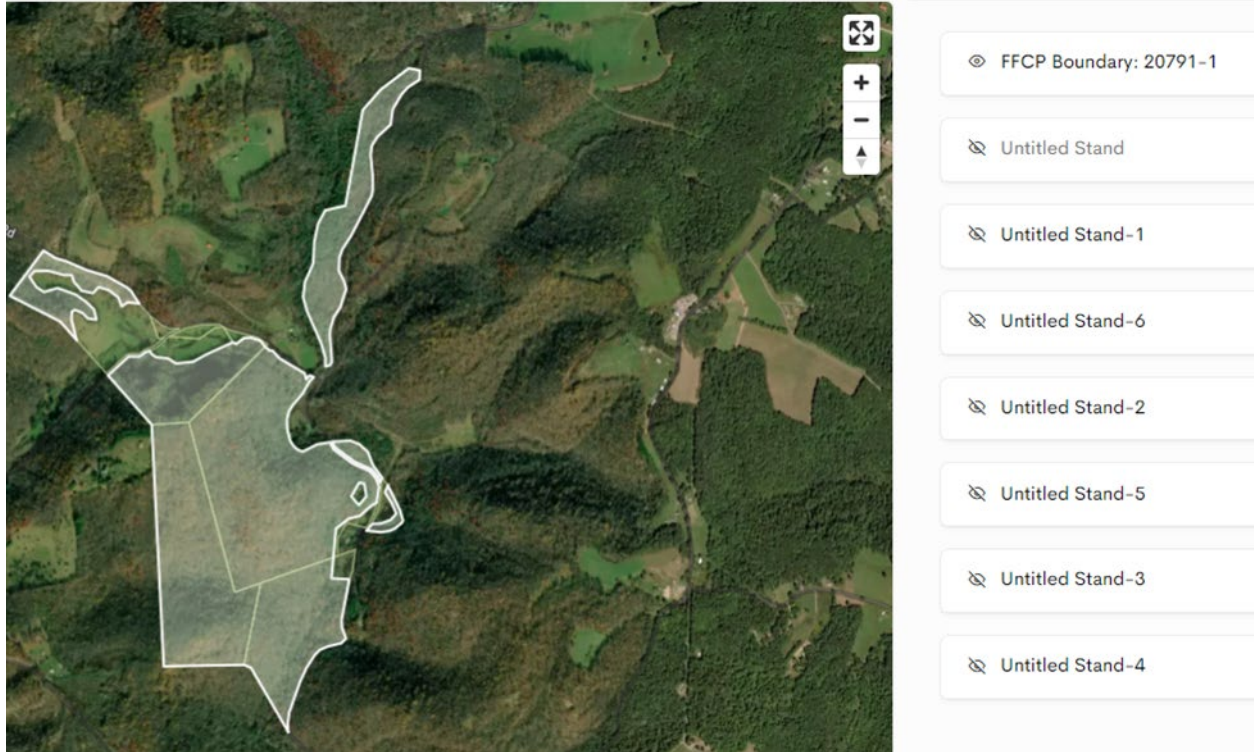


Figure 3 Another example showing non-contiguous Forestry stands. These are still considered 1 enrollment boundary.



Figure 4 An example of 3 non-contiguous parcels enrolled under 1 contract. There are different ownerships in between the parcels, making this a non-contiguous enrollment. As such, the boundaries should be labeled and split into 3 CRM stands.

## Exclusions

Any non-forested areas greater than 1 acre should be excluded from enrollment. See the “Criteria for Delineating Forest Land in FFCP” document for more details. Some of these items include but are not limited to:

- Ponds
- Landing pads
- Roads
- Fields

## Common Issues

Below are a series of examples of issues to avoid.

- Stands crossing over each other or not aligned. If there are stands next to each other, they should be touching without gaps or crossovers in between. In the case of roads, there should not be cross over on the roads.



- Multiple stands with the same name or with no clear distinction between the final, official boundary to be used.

FFCP Project Area Boundary- 5	👁 1a
FFCP Project Area Boundary- 4	👁 1b
FFCP Project Area Boundary- 3	👁 2a
FFCP Project Area Boundary- 2	👁 2b
FFCP Project Area Boundary- 1	👁 3a
FFCP Project Area Boundary- -	👁 3b

### Dealing with Non-contiguous Parcels

Can I add my other properties that are not connected?

It is important to note that for eligibility purposes, in order for a LO's non-contiguous parcels to be eligible, each individual parcel must meet FFCP's minimum acreage and acceptable forest requirements.

- Example 1 - Bob has 50 eligible contiguous acres, and another 40 eligible contiguous acres elsewhere in the city, that do not connect with his original 50 acres - Both these areas would be eligible for contracts.
- Example 2 - Bob has 50 eligible contiguous acres, and another contiguous 20 acres elsewhere in the city, that do not connect with the original 50 acres. In this example, only his original 50 eligible acres area is eligible for contract since the 2nd area does not meet our 30-acre minimum requirement by itself.
- Example 3 - Bob has 20 contiguous acres in one area of the city, and another 15 contiguous acres in the next town over that do not connect. Neither property would be eligible for contract, as neither one meets our minimum 30 forested acre requirements by themselves.

It is also important to note that the ownership/deeded title must match on all properties in order to be considered under 1 contract. So, for example, if a husband owns parcel A alone, but owns parcel B with his wife, they cannot combine both parcels as one contract. Both parcel A and B must meet the minimum program requirements individually to qualify.

## Appendix D: Consulting Forester Agreement

### **Consulting Agreement for FFCP Foresters**

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 [REDACTED] (“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 FFCP projects for those new clients. They can also plan projects on their existing clients’ land.
  - How many visits per month would the Consultant like to do? (Consultant has the right to change capacity at any time in the CRM profile) [REDACTED]
- Approved Foresters** are able to plan FFCP projects on their existing clients’ land but will not be sent new landowners/leads to visit.

FFIF and Consultant agree as follows:

#### **I. 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 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. Consultant 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 a plan in a format agreed upon with the landowner, such as for a complex, NRCS-ready plan, beyond the portion of the cost paid by FFIF.



### Forester/Landowner (LO) Payment Table

Project area acre range	Payment to forester for completing a visit and submitting practice planning form and mapping	Payment to forester for preparing/updating a simpler FFCP template Forest Management Plan	Payment to LO to defray cost of a more detailed, NRCS-ready plan and update
30-99	\$500	\$600	\$600
100-199	\$600	\$700	\$700
200-299	\$900	\$800	\$800
300-499	\$1100	\$900	\$900
500-999	\$1400	\$1000	\$1000
1000-1499	\$1600	\$1100	\$1100
1500-1999	\$1900	\$1200	\$1200
2000-2400	\$2100	\$1300	\$1300

## II. RESPONSIBILITIES OF THE PARTIES

### A. Consultant Responsibilities:

6. Consultants must comply with all state forestry laws, including being licensed in the state(s) in which they are practicing, if applicable.
7. To become an FFCP-participating or approved forester, the consultant must meet one or more of the following requirements **(please check applicable qualifications):**
  - ATFS Tree Farm Inspector
  - Association of Consulting Foresters Member
  - Society of American Foresters Membership
  - Certified Technical Service Provider (TSP)
  - Forest Stewards Guild Professional Member
  - Hold a Associate's, Bachelor's, and/or post-graduate degree in wildlife biology, natural resource management, ecology, or forestry, with 3 years of work experience in forest ecosystems
8. Consultants must participate in a training before they are accepted into the program as FFCP-participating or FFCP-approved consultants. Trainings will include information on FFCP Practices and project planning and reporting requirements.
9. Consultant must provide a list of counties and capacity for visits they are interested and committed to service. Project partners will only provide landowner leads to a forester based on these stated preferences.
10. Consultant will utilize the Landowner CRM for updating counties of service and capacity, submitting project planning documents, updating the landowner status and timeline, and mapping the project area.
11. Consultant will accept or decline landowner leads within 1 week of receiving a lead. If declined, consultant will inform the Senior Forestry Manager via email and update the

CRM timeline. If accepted, the consultant must contact and schedule a visit within 1 week of receiving a lead and update the CRM timeline to indicate the date of the scheduled visit. Consultant must conduct a field visit within 30 days. If the consultant does not respond to the project coordinator within 1 week, FFIF reserves the right to reassign the landowner lead.

12. The Consultant will update the CRM within 1 week when a visit has been completed, including the landowner status and what the results of the visit are (project planning completed, landowner no longer interested, or additional visits needed to complete project planning). They must submit any completed project planning documents with 2 weeks of the completed visit. Specifics regarding this reporting requirement will be covered in a brief training session, mentioned above. If the forester does not update the CRM within 2 weeks, FFIF reserves the right to reassign the landowner lead.
13. In the case that the visit was put on hold or canceled, consultants must update the online CRM and notify the Senior Forestry Manager within 1 week along with the reason why. This will help the program improve and keep track of existing projects.
14. Consultant must submit a monthly invoice to the Senior Forestry Manager for months in which project planning data was submitted and/or a landowner for whom the landowner completed the visit signed their FFCP Landowner Agreement.
15. Consultants must agree to work cooperatively with our project partners (i.e., the American Forest Foundation, The Nature Conservancy, and Audubon Pennsylvania, among others).
16. 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 dismissal as an FFCP-Contracted Forester.

**B. FFIF/Partner Responsibilities:**

- i. Provide training and support for what the consultant should communicate to the landowner and how to record data.
- ii. Track interest from landowners that comes in from outreach efforts.
- iii. Provide initial contact to those landowners interested in meeting with a consulting forester.
- iv. Subject to Consultant completing all Consultant Responsibilities, FFIF will pay Consultant for project planning work based on invoices submitted, in addition to bonuses, 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.
- v. 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.

**III. 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.

#### **IV. TERM AND TERMINATION**

- A. This Agreement shall begin at signing and expire on December 31, 2024 unless terminated earlier in accordance with the terms of this Agreement.
- B. This Agreement may be terminated by either party upon fifteen (15) days advanced written notice in the event of:
  - i. a material breach of this Agreement by the other party;
  - ii. fraud by the other party;
  - iii. insolvency, bankruptcy, reorganization or receivership of one of the parties;
  - iv. breach of fiduciary duties by one of the parties;
  - v. FFIF's dissatisfaction with the quality of the project;
  - vi. Consultant's failure to complete the project in a timely manner or;
  - vii. Gross or willful negligence, persistent or prolonged neglect or misconduct by one of the parties.
- C. This Agreement may be terminated, without cause, by either party upon thirty (30) days advance written notice to the other party.
- D. 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.

#### **V. NONDISCLOSURE**

During the course of 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.

## VI. 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.

## VII. 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 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:

City, State Zip:

## VIII. INDEMNIFICATION

- A. 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.

- B. 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.
- C. 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.

#### **IX. INSURANCE**

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 upon execution of this Agreement

#### **X. 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 of the District of Columbia. Any and all suits or claims by either party shall be brought in the District of Columbia.

#### **XI. 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.

**XII. 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 instrument in writing signed by the parties.

**XIII. 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.

**XIV. MISCELLANEOUS**

- A. 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.
- B. 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

**XV. GEOGRAPHIC RESTRICTIONS**

- A. Consultant must 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 consultant from time to time with new leads in these counties.

**XVI. Consultant/Participating Foresters should list counties in which they are willing to provide service below. This list can be updated as needed in the forester's CRM profile:**

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

FAMILY FOREST IMPACT FOUNDATION, LLC:

\_\_\_\_\_

Christine Cadigan

Director

CONSULTANT:

\_\_\_\_\_

Date

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

## Appendix E: Invoice Template

TSP: Forester Name

INVOICE #0000

February 11, 2023

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

Woodland Name	Service	Acreage	Amount
John Doe	Inventory Visit	135.43	600
*FMPs and Inventory Visits are to be billed separately, as they are paid out differently.			*Fixed rate from forester manual payment tables

Payable to:

**Company Name**

Company Address

Company Address Cont.

THANK YOU!