



North Dakota Forest Service – North Dakota Outdoor Heritage Fund
Windbreak Renovation Initiative Agreement # - FAR0025145

I. PURPOSE

This Agreement, entered into between the North Dakota Forest Service, hereinafter referred to as the “NDFS,” and **First Last**, hereinafter referred to as the “Landowner,” is to detail the cooperative arrangement between the Parties to renovate a windbreak.

II. LANDOWNER INFORMATION

Name: First Last Mailing Address: Address City, State, Zip: City, State Zip

III. PROJECT LOCATION & DESCRIPTION

Quarter: Q Section: S Township: T Range: R County: County

As described in the attached NDFS approved management plan.

IV. TERM OF AGREEMENT

The term of this Agreement shall be ten (10) years ending on December 31, 2025.

V. ALLOWABLE PROJECT COMPONENT COSTS & COST SHARE INCENTIVES

Project components and estimated costs are described in the attached Application. Reimbursement (cost-share) will be 50% of the actual cost of project implementation including all credits, in-kind and cash, not to exceed total documented landowner cash expenditures, up to \$10,000.

VI. REIMBURSEMENT PROCEDURE

The NDFS will provide reimbursement following completion of the windbreak renovation. The NDFS will make payment after visually inspecting the site and receiving:

1. Completed Windbreak Renovation Reimbursement Form; and
2. Copies of paid receipts, invoices showing zero balance due, or cancelled checks showing the actual costs of project implementation and evidence that the landowner has paid all costs associated with the windbreak renovation.

VII. REIMBURSEMENT DEADLINE

All reimbursement materials must be received by **December 31, 2017**, at the following address:
North Dakota Forest Service, 300 2nd Avenue NE-Suite 208A, Jamestown, ND 58401.

VIII. RESPONSIBILITIES

The following other responsibilities are accepted by each Party as noted below:

1. North Dakota Forest Service
The NDFS will provide reimbursement directly to the Landowner. Payment will be made upon completion and be based on actual performance and invoices for project costs as described in Section VI and VII above.
2. Landowner

- Implement the windbreak renovation as described in the NDFS approved management plan and Application attached.
- Provide access to the renovation to NDFS authorized representatives for inspection and monitoring purposes.
- Maintain the completed renovation for the term of this Agreement.

The windbreak renovation will be implemented as described in the NDFS approved management plan and Application attached. Modifications must be approved in writing by NDFS prior to being implemented. Costs associated with modifications will only be eligible for reimbursement with documented prior approval.

IX. LIABILITY

The Landowner shall indemnify and hold harmless and save the State of North Dakota, its officers, employees, agents, bureaus, commissions, and assigns from any and all liability claims expenses, loss or damage for work or any other obligations performed or incurred under this agreement or arising upon the above described property, excepting claims resulting from the sole negligence of the state.

X. TERMINATION

In the event of default by Landowner under this Agreement, the NDFS may terminate the Agreement at any time by giving written notice. The Landowner agrees to refund all or part of funds paid as determined by the approving Official, if, before expiration of the term of this Agreement: a) the practice is destroyed, or; b) the Landowner voluntarily relinquishes the control or title to the land on which the approved practice has been established and the new owner/operator of the land does not agree in writing to properly maintain the practice for the remainder of the term of this Agreement. The Parties to this Agreement do hereby execute this contract, and agree to abide by its terms.

XI. AUDIT

Landowner will provide reasonable cooperation with NDFS during the term of this Agreement for requests for information related to compliance with the program goals, including providing information relevant for program audit purposes.

XII. GOVERNING LAW

The laws of the State of North Dakota, United States of America shall govern the interpretation of this subcontract. The only appropriate venue for resolution of disputes to this subcontract shall be in the State of North Dakota, United States of America.

IN WITNESS WHEREOF, the parties to this Agreement do hereby execute this contract, and agree to abide by its terms.

NORTH DAKOTA FOREST SERVICE

LANDOWNER

Larry Kotchman, State Forester

Date

Landowner

Date

North Dakota State University is fully committed to equal opportunity in employment decisions and educational programs and activities, in compliance with all applicable federal and state laws and including appropriate affirmative action efforts, for all individuals without regard to race, color, national origin, religion, sex, disability, age, Vietnam Era Veterans status, sexual orientation, status with regard to marriage or public assistance, or participation in lawful activity off the employer's premises during nonworking hours which is not in direct conflict with the essential business-related interests of the employer.

Agreement #