



# Montana West Economic Development Landowner Forestry Assistance Cost-Share Agreement

<i>Internal Use Only</i>	
Treatment Acres	Agreement Number
County	Project Area
Agreement Ends	

This Agreement is between Montana West Economic Development Forestry Assistance Program (MWED-HAZ) and \_\_\_\_\_, herein referred to as "Landowner." The Parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**Section 1. PURPOSE.** The purpose of this Agreement is to establish mutually agreeable terms, conditions, and specifications, and to grant to the Landowner a percentage of the cost of approved activities listed herein to reduce the risk of wildland fire(s) and to create defensible space around the residence and other structures on private property belonging to the Landowner. Forestry assistance activities include, but are not limited to thinning, pruning, and slash disposal. This grant is issued contingent upon MWED-HAZ receiving federal funding through the Montana Department of Natural Resources and Conservation. This is a cost-share project, for which the Landowner will be reimbursed by MWED-HAZ upon completion of the work and verification of actual costs paid.

**Section 2. TERM.** This Agreement is effective when signed by all parties to the Agreement. The effective date is the last date of signing and shall terminate as indicated above in this agreement unless terminated earlier pursuant to Section 9, Termination.

**Section 3. CONTACTS.** All communications by the Landowner to MWED-HAZ concerning this Agreement shall be addressed to:

Program Contact	Phone Number
Email Address	
Mailing Address	

All communications by Forestry Assistance to the landowner shall be addressed to:

Landowner Name	Phone Number
Email Address	
Mailing Address	

**Section 4. SCOPE OF WORK.**

Service Location Address
Legal Description

Brief Project Description

## Landowner Forestry Assistance Cost-Share Agreement

Purpose (check all that apply)

Defensible Space Practices  
 Hazard Prevention Thinning  
 Hazard Reduction Pruning

Hazard Reduction  
 Burning of Hand Piles  
 Other (specify) \_\_\_\_\_

Size/Specifics of Proposed Treatment Area \_\_\_\_\_

### TREATMENT(S) AND COST-SHARE AMOUNTS\*

<i>Treatment Activity</i>	<i>No. of Acres</i>	<i>Max Cost/Acre</i>	<i>Cost</i>	<i>Cost Share Basis %</i>	<i>Minimum Landowner Share</i>	<i>Maximum Reimbursement</i>
<b>Grand Total</b>						

*\*Numbers may not total exact due to rounding error.*

The Landowner shall be responsible for implementation of the agreed-upon hazardous fuel reduction and defensible space creation treatments. MWED-HAZ will work with the Landowner to identify approved activities, allowable costs, and reimbursable limits for the work necessary to achieve the goal(s) of this cost-share program. The Landowner may perform some or all of the work themselves, utilize contracted labor, and/or utilize other appropriate means of completing the work.

### MWED-HAZ Agrees to:

1. Provide technical assistance through Community Forester(s) and financial assistance as outlined in this Agreement for cost-shared hazardous fuels reduction activities and defensible space creation on the Landowner's private property.
2. Reimburse the Landowner for completion of approved cost share practices not to exceed the maximum costs allowed outlined in the above table. If actual treatment costs per acre are less than the maximum allowed, payment will be based on the actual invoiced cost on the same cost share basis. Work performed by the landowner will be reimbursed at the cost allowances shown in above table.
3. Upon completion of the allowed practices, both the Community Forester and the Landowner shall sign the Project Completion Verification form and submit an itemized original Contractor's receipt documenting the expenses incurred by the Landowner in carrying out those activities.

### Landowner Agrees to:

1. Complete the agreed-upon cost-shared hazardous fuels reduction and defensible space creation activities specified in this Agreement and in compliance with the agreed-upon project objectives and specifications.
2. Notify MWED-HAZ when the cost-shared activities begin and when they are completed.
3. Provide signed, dated, itemized, original Contractor receipts documenting the allowable expenses incurred by the Landowner in carrying out those cost-shared activities.
4. Provide access to MWED's Community Forester(s) to conduct an on-site review or inspection of approved work on the Landowner's property, preferably with the Landowner present. If the Landowner is unable to be present, they may designate one or more representatives to participate in their stead.
5. Retain all receipts for project expenses (materials, labor, etc.) for which cost-share payment will be requested. Provide MWED-HAZ with the originals of those receipts when submitting the request for cost-share payment.
6. Obtain a Hazard Reduction Agreement through the Montana Department of Natural Resources and Conservation if any wood products are to be sold as a by-product of the hazardous fuels reduction and defensible space creation treatments being performed under this Agreement.
7. Adhere to the State of Montana Streamside Management Zone (SMZ) and Water Quality Best Management Practice laws for any treatments carried out under this Agreement that would potentially impact areas covered by those laws and associated regulations.
8. Provide a completed and signed W-9 form (Payer's Request for Taxpayer Identification Number) and AD-1048 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form).
9. Comply with all federal, state, and/or local laws, statutes ordinances, rules, regulations, and standards governing activities conducted under this Agreement.
10. Agree that any action at law or suit in equity, or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana. This Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance. In the event of litigation concerning the terms of this Agreement, the venue shall be in the Montana district court in the county where the work is performed.

It is Further Agreed that:

1. This Agreement may be modified in writing, if necessary, at the request of any signatory by mutual consent of all signatories.
2. Work under this Agreement must be completed by the specified completion date unless an extension is mutually agreed upon and documented in writing.
3. Neither MWED-HAZ nor the Landowner shall be liable for damage to the other's property resulting from operations under this Agreement unless such damage is the result of gross negligence or misconduct.
4. Landowner agrees to maintain reduced hazardous fuels and defensible space conditions in the project area for 10 years following project completion.

**Section 5. PAYMENT.** Cost-share payments will be made to the Landowner following satisfactory completion of the activities covered by this Agreement, inspected, and certified by a Community Forester and documented through the submission to MWED-HAZ of all required invoices substantiating cost-share-eligible expenses. Payment normally will be made within ninety (90) days of receipt of a properly executed request for payment.

Partial payments for completed individual activities are discouraged but will be considered by MWED-HAZ in exceptional circumstances on the basis of need.

**Section 6. EQUAL EMPLOYMENT.** Any hiring of employees under this Agreement shall be based on merit and qualifications, and there shall be no discrimination on the basis of race, color, religion, creed, sex, national origin, age, disability, marital status, or political belief. "Qualifications" mean qualifications as are generally related to competent performance of the particular occupational task.

**Section 7. ASSIGNMENTS, TRANSFERS AND SUBCONTRACTS.** There will be no assignment, transfer or subcontracting of this Agreement, nor any interest in this Agreement, unless agreed to by both parties in writing. This Agreement shall be binding on all successors and assigns of the Landowner, including successors in interest.

**Section 8. AUDIT.** The Landowner shall maintain reasonable records of its performance under this Agreement. The Landowner agrees that MWED-HAZ may audit all records, reports, and other documents which the Landowner maintains under or in the course of this Agreement to ensure compliance with this Agreement. Such records, reports, and other documents may be audited at any reasonable time.

**Section 9. TERMINATION.** Upon breach of any of the terms and conditions of this Agreement by the Landowner, MWED may terminate this Agreement and have any and all remedies at law or equity. The Landowner may cancel this Agreement with MWED-HAZ's written consent, and MWED-HAZ may postpone, amend, or cancel this Agreement if funding becomes unavailable.

**Section 10. WAIVER.** A waiver of any particular provision of this Agreement by MWED-HAZ shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude NW MT Haz Fuels from insisting on strict compliance with this Agreement in other circumstances.

**Section 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.** The project is for the benefit of the Landowner. MWED-HAZ is not an owner or general contractor for the project, and MWED-HAZ does not control the work activities or worksite of the Landowner or any contractors that might be engaged for completion of the project. The Landowner is independent from and is not an employee, officer, or agent of MWED. The Landowner, their employees and/or contractors are *not* covered by the Workers' Compensation laws applicable to MWED as an employer. The Landowner is responsible for making sure that their employees are covered by Workers' Compensation Insurance and that their contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

**Section 12. INDEMNITY AND LIABILITY.** The Landowner shall defend, indemnify, and hold harmless MWED and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damages to persons or entities arising out of or resulting from the performance of the work or services funded by this cost-share Agreement. This Agreement is not intended to relieve a liable party of financial or legal responsibility.

Landowner acknowledges that the project described in this Agreement will be undertaken on their land and is aware that the treatments being conducted could reduce the wildfire risk on the property but will not “fireproof” it.

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Signature of Landowner

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Date

*(Not required if included in electronic signature)*

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Signature of MWED-HAZ

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Date

*(Not required if included in electronic signature)*

Additional documents required for eligibility:

Form AD 1048 “Certification Regrading Debarment...”

IRS W-9 Form “Request for Taxpayer ID Number...”