



Southern Pine Beetle (Cost Share Program) Prevention



GEORGIA FORESTRY COMMISSION 2018 APPLICATION & CONTRACT

Applicant (Property Owner As listed on Tax Records): _____

Mailing Address: _____

City: _____ State: _____ Zip Code _____

E-Mail: _____

Home Phone: _____ Cell Phone: _____ Fax No: _____

Land Location - _____ Land Location - _____

County: _____ Parcel #/Description _____

Practice Requested: Non-Commercial Thinning of Loblolly/Shortleaf Pine _____ acres
 Release of Loblolly/Shortleaf Pine _____ acres
 Prescribed Burning of Loblolly/Shortleaf Pine _____ acres
 Prescribed Burning of Longleaf (10 yrs old or less) _____ acres

Primary Contact (if different from above) _____ Phone No.: _____

(NOTE: ALL COST DOCUMENTATION IS REQUIRED TO BE TURNED IN TO GFC WHEN PRACTICE IS COMPLETE)

I have read, understand and agree to all terms and conditions in this application and contract, as attested to by my below signature.

Applicant Name (Print): _____ Applicant Signature: _____

Witness Signature: _____ Date: _____

Georgia Forestry Commission Official Use Only

Acres Requested	Component Name	Organization #	Acres Approved	Rate \$ / acre	C / S Approved	Acres Performed	C / S Earned
	Non-Commercial Thinning of Loblolly/Shortleaf Pine	4203100235		\$70			
	Release of Loblolly/Shortleaf Pine			\$40			
	Prescribed Burning of Loblolly/Shortleaf Pine			\$5			
	Prescribed Burning of Longleaf Pine (10 yrs old or less)			\$5			
	TOTALS**						

Tract Ranking: Select applicable boxes & enter multiplier

<input type="checkbox"/> 50 pts.	Non-commercial Thinning
<input type="checkbox"/> 40 pts.	Release of Pine Stands
<input type="checkbox"/> 30 pts.	Prescribed Burning
<input type="checkbox"/> 50 pts.	Limited Resource Landowner (include print out from self determination tool)
<input type="text"/>	Total points
<input type="text"/>	County SPB Hazard Multiplier (See Manual)
<input type="text"/>	Total Score

Date Practice to be Completed: _____

Initial Needs Approval: _____
GFC Forester Signature Date

Performance Check Approval: _____
GFC Forester Signature Date

Explain any amendments approved by GFC Forester: _____

Approved for Payment by: _____
Administrative Representative Date Received

TERMS & CONDITIONS

In consideration of the benefits that accrue to me by participating in the Southern Pine Beetle Prevention, Restoration, and Suppression Program, otherwise known as SPBPRS, I agree to the following terms and conditions in favor of the Georgia Forestry Commission (GFC):

1. I certify that I am the legal owner, or have legal authority to act in the legal owners behalf, of the land described on the reverse side of this application and contract and that I have not applied for or received any other federal cost share assistance on this land. I further certify that I am applying as a non-industrial forest landowner, which means any private individual, group, association, corporation, Indian tribe or other native group, or other private legal entity, excluding corporations whose stocks are publicly traded or legal entities principally engaged in the processing or manufacturing of wood products. I further certify that I own, or have legal authority to act in the legal owner's behalf, of a minimum of ten (10) acres of land either currently growing or suitable for growing trees.
2. I understand and agree that the total maximum payment limitation for all combined prevention practices is \$2000 per owner per federal funding year. Cost share payments must not exceed 75% of the documented landowner cost.
3. I agree to provide the GFC with all cost documentation in writing justifying my expense incurred when my practice is complete, and I further understand and agree that my cost share will not be processed until the full completion of all components within my practice as determined by the GFC Forester.
4. I agree to install this practice according to the specifications set forth within the SPBPRS Multiple Resource Plan that will be provided me by the GFC Forester upon application approval. I further agree to maintain the practice for a period of ten (10) years unless practice is so noted on the SPBPRS Resource Practice Plan that a lesser number of years are determined for maintenance.
5. I agree to notify GFC when I have completed installation of all components for this practice, whereupon the GFC Forester will determine component units performed and approved, which will be the basis for my receipt of cost share duly earned.
6. I agree to refund all or part of the cost-share assistance paid to me as determined by the GFC Forester, if, before the expiration of the above practice maintenance period, I (a) destroy the practice or otherwise fail to maintain the practice in accordance with GFC'S SPBPRS Guidelines or, (b) voluntarily relinquish control or title to the land and the new owner or operator of the land does not agree, in writing, to be bound by all the terms and conditions of this application and contract, including but not limited to agreeing to maintain the above land in accordance with GFC'S SPBPRS Guidelines, all as determined by the GFC, for the remainder of the maintenance period from the date of performance approval.
7. I understand and agree that where practice establishment does not meet the minimum specifications due to factors beyond my control, the State Forester or designee may approve cost-share payment provided:
 - Satisfaction is shown to the GFC forester or designated natural resource professional that a reasonable effort was made to meet the minimum practice requirements; and the practice, as performed, adequately meets the intent, purpose and objectives of the program.
8. I understand and agree that if any owner, successor, or assignee uses any scheme or device to unjustly or illegally benefit from this program, the financial assistance funds shall be withheld or a refund of all or part of any program payments otherwise due or paid that person shall be secured. A scheme or device includes, but is not limited to, coercion, fraud or misrepresentation, false claims, or any business dissolution, reorganization, revival, or other legal mechanism designed for or having the effect of evading the requirements of SPBPRS. I further understand that I may not receive funding from other programs for the practice for which I am applying.
9. I understand and agree that if any owner or successor takes any action or fails to take action, which results in the destruction or impairment of a prescribed practice for the duration of the practice, cost share payments shall be withheld or a recapture of all or part of any SPBPRS payments otherwise due or paid shall be secured based on the extent and effect of destruction and impairment.
10. I understand and agree that if an owner sells, conveys, or otherwise loses control of the SPBPRS assisted land, except when determined by the State Forester to have been beyond the landowner's control, upon which there is a continuing obligation to maintain a practice, and the new owner does not agree to assume the responsibility for maintaining the practice, the owner who was originally obligated to maintain the practice shall be liable to reimburse the State for all cost-share on such practices.
11. Nothing in this application and contract requiring the withholding or refunding of financial assistance funds shall preclude any penalty or liability otherwise imposed by law.
12. I certify that I have no conflict of interest in connection with this contract and that the laws of the State of Georgia regarding conflicts of interest have not been violated in any respect in connection with this contract.
13. I agree that GFC may, by thirty (30) days written notice to me, terminate this contract in whole or part, without limitation of any other remedy of GFC under this contract.
14. I agree that I may not assign or delegate, in whole or in part, my performance or benefits hereunder without prior written consent of GFC
15. I agree that this contract is a Georgia contract made under the laws of the State of Georgia and deemed executed in Georgia. Any suit on a claim arising from this contract must be brought in the Superior Court of Fulton County, Georgia
16. I agree that there are no third party beneficiaries of this contract.
17. I have read and agree to adhere to all requirements in **Appendix A, *FFATA Terms & Conditions, Federal Requirements***. **One requirement of this Appendix is the inspection of records pertaining to this contract. I agree to keep a separate file for this contract which will include a copy of the signed contract, all invoices, proof of payment for each invoice and time records for any oversight invoices.**

(Appendix A can be found at <http://www.gfc.state.ga.us/forest-management/forest-health/pine-bark-beetles/spb-cost-share-program/index.cfm>. If you do not have web access, please contact your local Georgia Forestry Commission office and a copy will be provided.)