

# COST SHARE REQUEST / AGREEMENT

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

City of Jackson, MO

AND:

Landowner/Cooperator Name: <b>City of Jackson</b>			
Address <b>381 E Deerwood Drive</b>			
City: <b>Jackson</b>	State: <b>Missouri</b>	Zip: <b>63755</b>	Phone(s): <b>573 204 8848</b>
County: <b>Cape Girardeau</b>	Township:	Range:	Section:



Practice / Components (____ Program)	Project Number (ex.MDC 200.B.1)	Units Planned (acres, feet, etc.)	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Partner Funding Earned	MDC Funding Earned
Community Conservation Grant Program (CCGP)	<b>900.B</b>	1	N/A	10	\$ 2,841.00	\$2,841.00			\$0.00
<b>TOTALS</b>					<b>\$ 2,841.00</b>	<b>\$2,841.00</b>		<b>\$ -</b>	<b>\$0.00</b>

\* Attach Plan (if program requires)

Non-Focus Area  | Tier 1-4 Priority Geography  | Tier 1 Priority Geography With RCT approval  | Geography Name: \_\_\_\_\_  
 Heritage Review Completed  | Monarch Planting  | Native Forage  | New Customer  | MDC Employee  |  
 Will Use HCP Bat Guidelines  | Will Use NRCS Bat Guidelines  |

**If Using The HCP Bat Guidelines Use The Following Agreement Language**

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if before the expiration of the specified practice lifespan, I (a) fail to satisfactorily maintain the practice, (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice(s) has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of its lifespan, whether or not the new owner agrees to maintain the practice.

By entering into this agreement, the landowner will receive coverage under the MDC's Bat Habitat Conservation Plan (MDC Bat HCP), approved by the U.S. Fish and Wildlife Service (USFWS) under the authority of the Federal Endangered Species Act, for any incidental take of the Endangered or Threatened Indiana Bat, Little Brown Bat, Grey Bat, Northern Long-eared Bat, and Tricolored Bat resulting from the activities conducted under the agreement this coverage is specifically conditioned upon the landowner's compliance with the agreement, including the following terms and conditions: (1) Landowner will implement the planned practice consistent with the practice specifications provided within the site specific management plan. (2) Landowner will allow MDC staff to inspect the practice as needed to confirm the practice has been implemented as described in the site-specific management plan. (3). Landowner will allow MDC to report to USFSW the landowner's enrollment in the MDC Bat HCP and their compliance with the practice implementation requirements. (4). Landowner acknowledges that compliance with the practice implementation requirements included within the site-specific management plan is a condition of the agreement and failure to comply will constitute a violation of the agreement. If a violation occurs, MDC will notify the landowner with a noncompliance letter within 30 days of detection. The letter will include the actions necessary for the landowner to bring the site back into compliance within a specific timeframe (Deadlines will vary depending on the nature of the violation). (5) landowner acknowledges that MDC may, if the landowner fails to comply with the actions listed in the noncompliance letter, withdraw technical or financial support, disqualify the landowner from future participation in MDC Programs, or similar actions consistent with the scale of the violations. Depending on the scale and nature of the violation, MDC may seek reimbursement, through legal means if necessary, of any funds granted to the landowner under this agreement. (6) Landowner acknowledges that noncompliance results in an automatic suspension of the incidental take exemptions extended to the landowner under this agreement.

I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the landowner's control (e.g. drought, flood, etc.) as determined by the resource planner, are considered "no-fault" terminated. Pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented, or can legally represent the ownership (MDC POA form required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

**If Using The NRCS Bat Guidelines Use The Following Agreement Language (This option doesnot include coverage for the incidental take of endangered bat species)**

I request cost share assistance to install the above described practice(s). If funded, I agree to maintain the practice(s) for the specified maintenance length for each practice listed above, and I agree to refund all or part of the cost share assistance paid to me if, before the expiration of the specified practice lifespan, I (a) Fail to satisfactorily

maintain the practice (b) destroy the approved practice, or (c) voluntarily relinquish control or title to the land on which the approved practice has been established and the new owner and/or operator of the land does not maintain the practice for the remainder of it's lifespan, whether or not the new owner agrees to maintain the practice . I further understand that failure to comply with this agreement may make me ineligible for participation in future MDC cost share programs. Failed practices due to causes beyond the landowner's control (e.g. drought, flood, etc..) as determined by the resource planner are considered "no-fault" terminated pending available funding, landowner is eligible to re-establish failed practice as a new practice, with all documentation and timelines reinitiated.

I certify that the funds requested above do not duplicate (although they may be used in conjunction or "piggybacked" with) funds provided by other state or federal cost share practices and that multiple program enrollment on the same acre(s) will be for complimentary purposes.

In signing this form (spouses should co-sign), I (we) attest and confirm sole legal ownership of the property where these practices will be implemented or can legally represent the ownership (MDC POA for required) for the purpose of entering into this contract to implement these practices and accept payment on behalf of all owners.

**LANDOWNER(S) SIGNATURE**

_____	DATE _____
PARTNER REVIEW (if applicable) _____	DATE _____
ALLOCATION APPROVED (MDC) _____	DATE _____
PRACTICE(S) COMPLETED (MDC) _____	DATE _____

Region:	Approved By: (Print Name)
Amount of Payment: <b>\$0.00</b>	Signature:
WPI number: _____ Acct. Number: _____	Title:
Object Code Number: <b>3403</b>	Date:
Appropriation:	