

**COST SHARE REQUEST / AGREEMENT**

AGREEMENT BETWEEN MO DEPT. OF CONSERVATION (MDC),

AND:

Cooperator Name:

**City of Columbia Tree Board**

Address

**A 701 East Broadway, City Hall, Attn: Steve Fritz Community Development**

City:

**Columbia**

State:

**MO**

Zip:

**65201**

Phone(s):

**573 874 6357**

County:

**Boone**

Township:

Range:

Section:



Practice / Components (____ Program)	Project Number (ex.MDC 200.B.1)	Units Planned (acres, feet, etc.)	Unit Type	Cost Share Rate	Maint enance (years)	Partner Funding Requested	MDC Funding Requested	Units Completed (acres, feet, etc.)	Unit Type	Partner Funding Earned	MDC Funding Earned
Tree Planting Projects	<b>900.B.10</b>	1	Each	90%	10		\$10,011.00		Each		\$0.00
<b>TOTALS</b>						\$ -	<b>\$10,011.00</b>			\$ -	<b>\$0.00</b>

\* Attach Plan (if program requires)

Non-Focus Area/CC Tier 3 [ ] Tier 1-4 Geography/ CC Tier 2 [ ] Tier 1 Geography With RCT approval/ CC Tier 1 [ X ]

Tier 1

List landowner's objectives: Wildlife [ ] Forestry/Woodland [ ] Wetland/Aquatic [ ] Prairie/Glade [ ] Recreation [ ] Other [ ]

Heritage Review [ X ] Monarch Planting [ ] Native Forage [ ] New Customer [ ] MDC Employee [ ]

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 cooperator 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 cooperators'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) Cooperator 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). Cooperator will allow MDC to report to USFWS 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 cooperator 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) Cooperator acknowledges that MDC may, if the cooperator fails to comply with the actions listed in the noncompliance letter, withdraw technical or financial support, disqualify the cooperator 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 cooperator under this agreement. (6) Cooperator 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 cooperator'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.

Tier 1 Community Geographies Receiving Upfront Payment- I agree to reimburse the Department for any unspent funds with thirty (30) days of project checkout. I understand that undocumented expenses are not eligible to be included within calculation of actual project expenses.

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.

**COOPERATOR SIGNATURE**

DATE

PARTNER REVIEW (if applicable)

DATE

ALLOCATION APPROVED (MDC)

DATE

PRACTICE(S) COMPLETED (MDC)

DATE

02/29/2024

Cooperator:		
City of Columbia, Missouri		

Region:	Planner Name:	Approved By: (Print Name)
Central Region	Ann Koenig	De'Carlton Seewood
Amount of Payment:	\$0.00	Signature:
WPI Number:	Org Code:	
Object Code Number	3403	Title:
		City Manager
Appropriation:		Date:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor

ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

CERTIFICATION: I hereby certify that there are sufficient unencumbered funds in Account No. 11004010-505990 to provide for reimbursable expenses.

By: \_\_\_\_\_  
Matthew Lue, Director of Finance