

EXHIBIT G
ILF MITIGATION PROJECT PROVIDER AGREEMENT
RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT
IN-LIEU FEE PROGRAM

Project Title: _____

ILF Mitigation Project Provider: _____

Long-term Steward: _____

_____, ILF Mitigation Project Provider, is responsible for complying with all conditions of this ILF Mitigation Project Provider Agreement (the "Agreement"), including all referenced attachments. _____, Long-term Steward, is responsible for implementing the Long-term Management Plan in accordance with Section IV.5 of this Agreement and Attachment D-1.

For the purposes of this Agreement, _____ is referred to as "Program Sponsor;" the U.S. Fish and Wildlife Service _____ State Field Office is referred to as "USFWS;" _____ is referred to as the "ILF Mitigation Project Provider;" and _____ is referred to as the "Long-term Steward."

In consideration of their respective compliance with the terms of this Agreement and relevant Attachments, Program Sponsor has agreed to reimburse funds to the ILF Mitigation Project Provider and the Long-term Steward from the Range-wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program ("ILF Program") Account, subject to the terms and conditions set forth below.

I. AWARD: An award of \$ _____ (the "Award") to the ILF Mitigation Project Provider has been approved, which includes funds for the Long-term Steward, for the purposes of satisfactorily implementing the proposed project entitled _____ (the "Project"), as more fully described in the Project Development Plan, dated _____ (the "Project Development Plan"), attached hereto as **Attachment A**. The Project Development Plan includes the allocation of Award funds and any matching funds being used to complete the acquisition, restoration and long-term maintenance components of the Project, as applicable.

II. PURPOSE: The Award proceeds shall be used to assist with implementation of the Project which involves the acquisition of the [fee simple/conservation easement interest] in _____ +/- acres of land located in _____ (the "Property") [and restoration of the Property as Indiana bat and/or northern long-eared bat habitat], as more fully described in the Project Development Plan. The information contained in the Project Development Plan shall remain true, accurate and correct through the date of closing on the Project. The ILF Mitigation Project Provider must promptly notify Program Sponsor of any material changes to the information contained in the Project Development Plan, which changes shall be subject to Program Sponsor's prior approval as a condition to disbursement of funds.

The Award may be used to fund certain eligible costs for the Project consisting of the purchase of land or a conservation easement, due diligence expenses, legal and closing costs, restoration costs, and/or conservation easement enforcement and monitoring, in each case as applicable to the Project, and all of which are more fully set forth in the Project Development Plan. A total of \$ _____ of the Award shall be allocated toward [costs of acquiring the property/conservation easement, including the purchase price, due diligence expenses, legal and closing costs, and \$ _____ of the Award shall be allocated to long-term management, maintenance, monitoring and enforcement costs, and

\$ _____ of the Award shall be allocated to Property restoration costs]. Award funds will be used solely to cover costs associated with implementing the Project in accordance with the Project Development Plan. No portion of the Award funds may be used to cover general operating expenses, overhead, or other indirect expenses.

III. PERIOD OF PERFORMANCE: The period of performance shall be a period of time commencing on the date the last party to this Agreement signs this Agreement and terminating on _____.

IV. AWARD CONDITIONS: The Award is made to the ILF Mitigation Project Provider and the Long-term Steward subject to the following terms and conditions:

1. Due Diligence. The ILF Mitigation Project Provider shall conduct due diligence for the Project in a manner that meets the due diligence standards and adheres to the time frames attached hereto as **Attachment B**. Program Sponsor shall have fifteen (15) business days to review and provide comments on the due diligence materials. Approval of the due diligence materials by Program Sponsor shall be a condition precedent to reimbursement of Award proceeds to ILF Mitigation Project Provider. Any deviation from the due diligence standards or the time frames set forth in Attachment B must be agreed to in writing between ILF Mitigation Project Provider and Program Sponsor.
2. Notice of Award Agreement. The Property being acquired with the Award shall be subject to the activity and use restrictions set forth in the Notice of Award Agreement appended to this Agreement as **Attachment C**. The ILF Mitigation Project Provider shall provide Program Sponsor with a draft of the Notice of Award Agreement for review according to the schedule set forth in Attachment B. Program Sponsor's approval of the draft Notice of Award Agreement shall be a condition precedent to disbursement of Award proceeds. The Notice of Award Agreement shall be recorded in the appropriate land records in the County where the Project is located immediately after recording of the Deed or Conservation Easement.

The USFWS shall be named as a third party beneficiary in the Notice of Award Agreement and shall be a party authorized and empowered to monitor and assist with enforcement of the terms of the Notice of Award Agreement. All monitoring and enforcement activities shall be carried out in USFWS' sole and absolute discretion.

3. Closing Documents. For acquisition projects, the ILF Mitigation Project Provider shall provide to Program Sponsor the documents set forth in **Attachment B** prior to the closing on the acquisition of the Property or Conservation Easement (the "Closing Documents"). Program Sponsor shall have fifteen (15) business days to review and provide comments on the Closing Documents. Approval of the Closing Documents by Program Sponsor shall be a condition precedent to reimbursement of Award proceeds to ILF Mitigation Project Provider.
4. Long-term Management Plan[and Restoration Plan].

[For Projects that do not include a Restoration Plan]

The ILF Mitigation Project Provider and/or the Long-term Steward have completed a Long-term Management Plan that was included with the Project Development Plan, which describes the long-term management, monitoring, maintenance and operation of the Project. The Long-term Management Plan was prepared using the template attached hereto as **Attachment D** and is attached hereto as **Attachment D-1**.

The Long-term Management Plan was subject to the review and prior approval of the USFWS, which occurred at the time the Project was approved. Prior to closing and disbursement of any Award proceeds, the ILF Mitigation Project Provider, Long-term Steward and the USFWS must execute and date the final approved Long-term Management Plan, the official copy of which will remain on file in the offices of the USFWS. The Long-term Steward shall manage, monitor, maintain and operate the Project in accordance with the provisions of the approved Long-term Management Plan. Any changes to the Long-term Management Plan shall be subject to the prior written approval of USFWS. This provision shall survive the completion of the Project and the termination of this Agreement.

The Long-term Steward shall assume responsibility and liability for the long-term management, maintenance, monitoring and operation of the Project, including the requirements of the Long-term Management Plan, when the permanent site protection instrument for the Project site is recorded in the appropriate land records. Upon Program Sponsor's submission to USFWS of an Annual Report for the ILF Program that describes the Project, Program Sponsor and the ILF Mitigation Project Provider (if different from the Long-term Steward) shall be released from all further responsibility and liability associated with the Project, unless USFWS releases Program Sponsor and ILF Mitigation Project Provider from such responsibility and liability at an earlier date.

[For Projects that include a Restoration Plan:]

The ILF Mitigation Project Provider has completed a Restoration Plan that was included with the Project Development Plan, that describes the actions to be taken to cause the ecological function of the Project site to return or establish habitat conditions conducive to Indiana bats and/or northern long-eared bats, and includes performance standards ("Performance Standards") approved by USFWS. The Restoration Plan is attached hereto as **Attachment D-2.**

The ILF Mitigation Project Provider will monitor the Project relative to the Performance Standards within thirty (30) days following the completion of restoration activities, and repeat this monitoring three (3) years after completion, and seven (7) years after completion. If Performance Standards are met at the end of the first seven (7) years and no Adaptive Management is required, at such time, the Long-term Steward shall assume responsibility and liability for the long-term management, maintenance, monitoring and operation of the Project, including the requirements of the Long-term Management Plan. Upon such assumption of responsibility and liability, Program Sponsor and ILF Mitigation Project Provider (if different from the Long-term Steward) shall be released from all management, maintenance, monitoring, operation and other responsibilities associated with the Project.

If Performance Standards are not met at the end of seven (7) years and Adaptive Management is required, the ILF Mitigation Project Provider must develop an Adaptive Management Plan for approval by Program Sponsor and USFWS. The ILF Mitigation Project Provider must implement, and revise as necessary, the Adaptive Management Plan for three (3) additional years. At the end of such three (3) additional years of Adaptive Management, the Long-term Steward shall assume responsibility and liability for continued Adaptive Management and for the long-term management, maintenance, monitoring and operation of the Project, including the requirements of the Long-term Management Plan. Upon such assumption of responsibility and liability, the ILF Mitigation Project Provider and Program Sponsor are released from management, maintenance, monitoring, operation and other responsibilities associated with the Project. The Long-term Steward will have responsibility and liability for continued Adaptive Management until Performance Standards are

met, or until the USFWS approves terminating the Adaptive Management Plan, and will have responsibility for implantation of the Long-term Management Plan.

For purposes of this Agreement, Adaptive Management means actions to address unforeseen changes in Project site conditions or other components of the Project. An “Adaptive Management Plan” is a management strategy to address unforeseen changes in Project site conditions or other components of the Project, including the party or parties responsible for implementing adaptive management measures.

5. **Compliance Report.** The ILF Mitigation Project Provider shall submit a Compliance Report to Program Sponsor and USFWS using the template attached hereto as **Attachment E** on an annual basis following the closing until responsibility for the Project has transferred to the Long-term Steward. The Long-term Steward shall submit a Compliance Report to USFWS using the template attached hereto as **Attachment E** on an annual basis after responsibility for the Project has transferred to the Long-term Steward. The ILF Mitigation Project Provider and the Long-term Steward further agree to cooperate fully with representatives of the USFWS and provide any information requested to monitor the compliance of the ILF Mitigation Project Provider’s Project, including on-site visits to the Property.

Compliance Reports shall be submitted annually by January 31 beginning the year following closing to the USFWS Field Office Points of Contact:

_____ **Field Office:**

U.S. Fish and Wildlife Service

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____@fws.gov

V. ILF MITIGATION PROJECT PROVIDER AGREEMENT AND ATTACHMENTS: This fully executed ILF Mitigation Project Provider Agreement and the documents identified in Attachment B Phase 2 must be submitted to Program Sponsor at the beginning of the Period of Performance.

VI. DISBURSEMENT OF AWARD PROCEEDS:

1. **For Acquisitions.** Award proceeds for the acquisition of the fee simple interest in or a conservation easement over a Project shall be either paid to the Closing Agent’s Escrow Account (if funding is provided for the Closing) or reimbursed to the ILF Mitigation Project Provider, in accordance with the time frames set forth in Attachment B Phase 3 and following Program Sponsor’s receipt of all items identified in Attachment B Phase 3 and satisfaction of all conditions precedent to Award disbursement set forth in Section IV above.
2. **For Restoration Projects.** Award proceeds for implementation of the Restoration Plan shall be reimbursed to the ILF Mitigation Project Provider within thirty (30) business days following receipt of all items identified in Attachment B Phase 3 and satisfaction of all conditions precedent to Award disbursement set forth in Section IV above.

3. For Long-term Management. Award proceeds for implementation of the Long-term Management Plan shall be disbursed to the Long-term Steward upon the transfer of and assumption of responsibility and liability pursuant to Section V.4.

VII. REPORTING REQUIREMENTS: It is the responsibility of the ILF Mitigation Project Provider to keep Program Sponsor informed of Project progress. All reports shall be in digital/electronic format. ILF Mitigation Project Provider shall be required to submit the reports and other documents to Program Sponsor in accordance with Attachment B Phase 4.

The ILF Mitigation Project Provider must communicate early and in writing with Program Sponsor and USFWS about problems with providing these final reports and other documents on a timely basis. The ILF Mitigation Project Provider must notify Program Sponsor immediately when it is apparent that a report or other document will not be available on the date it is due. Any requests for extensions of the reporting dates must be made in writing to Program Sponsor and USFWS at least **fifteen (15) days prior to the required submission date set forth above**, and will be approved or declined in writing. Inaccurate or incomplete reports will delay payment of invoiced funds. Failure to provide complete and timely reports will be considered a breach of this Agreement. The ILF Mitigation Project Provider should contact

_____, _____, _____,
_____, _____, _____,
_____@_____, with any questions.

VIII. FINANCIAL MANAGEMENT PROCEDURES:

1. ILF Mitigation Project Provider's Books and Records. The ILF Mitigation Project Provider must maintain complete books and records of revenues and expenditures relating to the Award, together with appropriate supporting documentation. These books and records must be made available for inspection at reasonable times if deemed necessary by Program Sponsor or USFWS. Award records must be kept for at least five (5) years after the end of the Period of Performance.
2. Variances from Budget. The ILF Mitigation Project Provider will report to Program Sponsor any Budget variances that exceed two percent (2%) of the total Project budget ("Budget") that is included in the Project Development Plan. The ILF Mitigation Project Provider must submit a written request and amended Budget to Program Sponsor for approval prior to reprogramming Award funds to cover such variances.
3. Audit. Program Sponsor and USFWS may, at their own expense, examine, audit, or have audited the Award records during the Period of Performance and for a period of five (5) years following the termination of this agreement in the case of the ILF Mitigation Project Provider. The ILF Mitigation Project Provider will reimburse Program Sponsor, at the ILF Mitigation Project Provider's sole expense, the amount of any expenditure disallowed by auditors through an audit exception or other appropriate means. USFWS may, at its own expense, examine, audit, or have audited the expenditure of funds by the Long-term Steward for implementation of the Long-term Management Plan at any time.

IX. DEFAULT/ TERMINATION: Should the ILF Mitigation Project Provider or the Long-term Steward default in its performance of any of the terms and conditions contained herein, and fail to correct such default within the time frame established for cure in a written notice of default issued by Program Sponsor, then Program Sponsor may, at its sole discretion, immediately terminate the Award, cancel all future disbursements of Award proceeds and demand that the ILF Mitigation Project Provider or the Long-term Steward, as the case may be, repay, within thirty (30) days, all Award funds and interest earned which have been advanced.

X. INDEMNIFICATION: In making this Award, Program Sponsor and USFWS assume no liability for injuries or loss to persons or property resulting from the ILF Mitigation Project Provider's activities under this Agreement. The ILF Mitigation Project Provider agrees to release and indemnify Program Sponsor and USFWS, and their respective officers, employees, agents and contractors, from any liability, claims of liability, judgments, actions or suits of any kind whatsoever arising from the Award, the Project or any product funded by this Agreement. Award recipients that are agencies of Federal, State or Local governments, shall be required to indemnify Program Sponsor and USFWS to the extent allowed by applicable law. If a Federal, State or Local government is by law barred from indemnifying Program Sponsor and USFWS, a letter so stating and citing the appropriate statute must be submitted to Program Sponsor and USFWS.

XI. PUBLICITY: Copies of any and all press releases, publications, annual reports, video credits, dedications, and other public communications regarding the Project and the Award will be provided to Program Sponsor and the USFWS as part of the reporting process with draft copies being provided to Program Sponsor for review and comment at least ten (10) business days prior to publication. The ILF Mitigation Project Provider and the Long-term Steward give Program Sponsor and the USFWS the right and authority to publicize Program Sponsor and USFWS' cooperative financial support for the Project, the Award, the ILF Mitigation Project Provider and the Long-term Steward in press releases, publications and other public communications, and to use the names, likenesses, logos or other official representations of the ILF Mitigation Project Provider and the Long-term Steward in such communications.

XII. NOTICE: All notices and correspondence between the parties should be addressed to:

PROGRAM SPONSOR:

Phone: () _____

Fax: () _____

E-mail: _____@_____

With a copy to:

Phone: () _____

Fax: () _____

E-mail: _____@_____

USFWS FIELD OFFICE:

U.S. Fish and Wildlife Service

Phone: () _____
Fax: () _____
E-mail: _____@fws.gov

ILF MITIGATION PROJECT PROVIDER:

Phone: () _____
Facsimile: () _____
E-mail: _____

LONG-TERM STEWARD:

Phone: () _____
Facsimile: () _____
E-mail: _____

ILF Mitigation Project Provider and Long-term Steward must notify Program Sponsor immediately concerning changes to point of contact, address, telephone, etc.

XIII. MISCELLANEOUS:

1. Amendments. Any material change to the Project, the Project Development Plan, including but not limited to the Budget, or this Agreement shall be subject to the prior written approval of Program Sponsor. **The ILF Mitigation Project Provider must receive written acceptance of any proposed changes prior to proceeding further with the Project.**
2. Assignment and Subcontracts. Neither the ILF Mitigation Project Provider nor the Long-term Steward shall assign or convey any rights or benefits arising from the Award or this Agreement to any other entity without the prior written consent of Program Sponsor and the USFWS.
3. Prevailing Terms. In the event of a conflict between the terms of the Project Development Plan and this Agreement, the terms of this Agreement shall prevail.
4. Additional Support. In making this Award, Program Sponsor assumes no obligation to provide further funding or support to the ILF Mitigation Project Provider or the Long-term Steward beyond the terms stated herein. Payment made to the ILF Mitigation Project Provider or the Long-term

Steward under this Agreement shall not be interpreted by direct reference or implication, as an endorsement by Program Sponsor or the U.S. Government of the ILF Mitigation Project Provider's or the Long-term Steward's products or activities.

5. **ATTACHMENTS:** This Award Agreement requires an understanding of and compliance with all attached documents listed below, which shall be completed by ILF Mitigation Project Provider and/or the Long-term Steward and delivered to Program Sponsor:
 - a. ATTACHMENT A: Project Development Plan;
 - b. ATTACHMENT B: Due Diligence Standards and List of Required Documents;
 - c. ATTACHMENT C: Notice of Award Agreement Template;
 - d. ATTACHMENT D: Long-term Management Plan Template;
 - e. ATTACHMENT D-1: Final Long-term Management Plan
 - f. ATTACHMENT D-2: Final Restoration Plan (as applicable)
 - g. ATTACHMENT E: Compliance Report Template;
 - h. ATTACHMENT F: Financial Report Template;
 - i. ATTACHMENT G: Final Report Template;
 - j. ATTACHMENT H: Invoice Template.

6. **COUNTERPARTS.** This Agreement may be executed in counterparts, all of which shall constitute one agreement which shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart.



Executed and made effective by the authorized representative of _____.

PROGRAM SPONSOR

By: _____ Date: _____

ILF MITIGATION PROJECT PROVIDER

Name: _____ Title: _____

_____ acknowledges receipt of this Agreement and attachments as referenced above for ILF Mitigation Project Provider, _____. The terms and conditions set forth herein are acceptable and the undersigned, as ILF Mitigation Project Provider, agrees

to comply with them. ILF Mitigation Project Provider understands that failure to comply with all conditions listed herein may result in immediate termination of this Award.

Signature: _____

Date: _____

Name: _____

Title: _____

LONG-TERM STEWARD

_____ acknowledges receipt of this Agreement and attachments as referenced above for Long-term Steward, _____. The terms and conditions set forth herein are acceptable and the undersigned, as Long-term Steward, agrees to comply with them. ILF Mitigation Project Provider understands that failure to comply with all conditions listed herein may result in immediate termination of this Award.

Signature: _____

Date: _____

Name: _____

Title: _____

**ATTACHMENT A
PROJECT DEVELOPMENT PLAN**

**RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT IN-LIEU FEE
PROGRAM**

*[Final Project Development Plan to be attached; form included as Exhibit D to Amended and Restated
Program Instrument for the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee
Program]*

ATTACHMENT B

DUE DILIGENCE STANDARDS AND LIST OF REQUIRED DOCUMENTS FOR RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT IN-LIEU FEE PROGRAM FUNDING

Below is a list of all due diligence materials and other documents that must be submitted to Program Sponsor prior to closing your grant file. Electronic versions are preferred for all documents. If you are unable to reduce the documents to a reasonable size (<10 MB) for emailing purposes, please let us know and we will share a link with you to a Box folder where you can upload your files.

Please note the due diligence materials and other documents are listed in association with Phases 1-4 of the grant process when they are required; however, we will gladly accept materials and documents during previous phases of the grant process, provided that any updates, which may occur to those documents, are submitted by the completion of the grant phase in which they are required. For example, Appraisals are required 45 days prior to closing in either Phase 3a/3b, but the Appraisals can be submitted at any time during Phases 1 and 2.

Be advised, it can take up to 90 days from submission of the Project Development Plan to closing.

Phase 1: PROJECT DEVELOPMENT PLAN REQUIRED DOCUMENTS – The documents listed below must be submitted with the Project Development Plan for consideration for funding for Project pursuant to the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program. Be advised, it can take up to four weeks to review and approve the Project Development Plan before an ILF Mitigation Project Provider Agreement can be prepared (Phase 2).

Item (Notes)	Submitted	Received
Project Development Plan (Using Project Development Plan Template)		
Project Budget (Using Project Budget Template, Tab 1, Financial Forms.xls)		
Timeline/Project Schedule for Implementation (including timeframe for monitoring)		
Regional Map (Show landscape context of the Project including other protected lands)		
Boundary Map (Include inset map showing location within State, Aerial Photography should be used as map background)		
Project Photos that represent the Conservation Values. Photos from the site are preferred. (Resolution: 300 dpi or greater, format: .jpeg, include photo credit in file name)		
Proposed Conservation Easement (if applicable)		
Conservation Easement Monitoring and Enforcement Funds Calculation (Conservation Easements Only)		
Proposed Long-term Management Plan (Attachment D)		
Most recent Audited Financial Statement		
IRS Determination Letter		

Phase 2: ILF MITIGATION PROJECT PROVIDER AGREEMENT REQUIRED DOCUMENTS

– In addition to the documents listed above the following documents must be submitted with the Fully Executed ILF Mitigation Project Provider Agreement. If there have been changes to any of the documents submitted with the Project Development Plan, please submit the updated documents. Be advised it can take up to 21 days to prepare, review, and sign an ILF Mitigation Project Provider Agreement after the grant request has been approved.

Item (Notes)	Submitted	Received
Board Resolution authorizing applicant to purchase property or conservation easement.		
Board Resolution authorizing applicant to enter into an ILF Mitigation Project Provider Agreement.		
Final USFWS Approved and Executed Long-term Management Plan		

Phase 3: REQUIRED DOCUMENTS WHEN DISBURSAL OF FUNDS IS REQUESTED –

For Acquisitions. In addition to all documents listed previously, the following documents must be submitted before any portion of funding can be disbursed from the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program Account to the ILF Mitigation Project Provider/Closing Agent’s Escrow Account. If funds will be disbursed in advance of closing on the protected property or conservation easement, funds from the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program Account will be wired into the Closing Agent’s Escrow Account and will not be disbursed directly to the ILF Mitigation Project Provider.

Item (Notes)	Submitted	Received
Following Documents Required 45 days Prior to Closing:		
Fully Executed ILF Mitigation Project Provider Agreement		
Fully Executed Purchase Agreement		
Appraisal (USPAP standards preferably in Narrative Form, indicating Fair Market Value for land/interest of land being acquired. Appraisal should list FMV as full value and per acre value and show an effective date within 6 months of anticipated closing.)		
Phase I Environmental Assessment (Completed by 3 rd party qualified to complete environmental reports and assessments and in accordance with relevant ASTM standards. Phase I work must have been performed no more than 180 days prior to Closing.)		
Preliminary Title Report		
Acreage verification of the property as established by surveys, GIS maps, deed plotting or analysis of deeds and tax maps		
DRAFT Baseline Documentation Report (Conservation Easements Only)		
Following Documents Required 15 days Prior to Closing:		
DRAFT Deed (If Fee Simple)		
DRAFT Conservation Easement (If Applicable)		
DRAFT Notice of Award Agreement		
DRAFT Settlement Statement		
FINAL Baseline Documentation Report (Conservation Easements Only)		
Following Documents Required 10 days Prior to Closing:		
FINAL Title Insurance Policy		
Title Agent Contact Information & Wire Information (If Applicable)		
Written Notice of Closing date		

Item (Notes)	Submitted	Received
Following Documents Required 5 days Prior to Closing:		
FINAL Deed (If Fee Simple)		
FINAL Conservation Easement (If Applicable)		
FINAL Notice of Award Agreement		
FINAL Settlement Statement		
Following Document Provided by Program Sponsor 3 days Prior to Closing:		
Program Sponsor Escrow Instructions & Wire (If Applicable)		
Following Document Required 10 days Prior to Release Date for Review:		
DRAFT Press Release/Outreach (refer to the ILF Mitigation Project Provider Agreement for a detailed statement)		
Following Document Required 10 days Prior to Release Date for Review:		
DRAFT Press Release/Outreach (refer to the ILF Mitigation Project Provider Agreement for a detailed statement)		

For Restoration Projects: In addition to all documents listed previously for Phases 1 and 2, the following documents must be submitted prior to reimbursement to the ILF Mitigation Project Provider of restoration costs. If a restoration project involves an acquisition, all documents listed above for acquisitions must be submitted as well.

Item (Notes)	Submitted	Received
Following Documents Required 30 business days Prior to Payment		
RECORDED Notice of Award Agreement		
Reimbursement Request Invoice (Using Attachment H, Invoice Template)		
Documentation evidencing payment in full of out of pocket expenses being reimbursed with Award proceeds		
Financial Report (Using Attachment F, Financial Report Template, Tab 2, Financial Forms.xls)		
FINAL Report (Using Attachment G, Final Report Template)		

Phase 4: CLOSING FILE REQUIRED DOCUMENTS – In addition to all documents listed previously, the following documents must be submitted within 60 days of closing unless noted differently below or provided previously.

Item (Notes)	Submitted	Received
RECORDED Deed or Conservation Easement		
RECORDED Notice of Award Agreement		
FINAL Fully Executed (signature page executed, etc.) Baseline Documentation Report (Conservation Easements Only)		
RECORDED Notice of Award Agreement		
Financial Report (Using Attachment F, Financial Report Template, Tab 2, Financial Forms.xls)		
FINAL Reimbursement Request Invoice (For reimbursement grants or advance grants if only partial disbursement of Award was made at closing) (Using Attachment H, Invoice Template)		
FINAL Report (Using Attachment G, Final Report Template)		
FINAL versions of all publications, press releases, representative materials, brochures, reports and other materials relating to the Project		
GIS shapefiles for the following pertinent boundaries: Total Property Boundary, Area of Property to be permanently protected, Area of Property to be restored (If possible send as a File Geodatabase in USA Contiguous Albers Equal Area Conic projection; otherwise please provide the projection information for the shapefile)		
At least 3 high resolution (300 dpi or greater) digital color photographs to use for Project Sponsor's outreach purposes that illustrate the Project's best conservation attributes along with a brief photo caption, photo credit and written release for Program Sponsor to use the photos. All Photos submitted should be high resolution (300 dpi or greater) jpegs.		
A high resolution (300 dpi or greater) jpeg of organization's logo to use on future publications, reports and other materials relating to the Fund		
Completed Photo Release Form		
Compliance Reports (Using Attachment E, Annual Compliance Report Template) – Due Annually to USFWS		
Grant Extension Requests – 15 days Prior to Deadline		

ATTACHMENT C

**NOTICE OF AWARD AGREEMENT TEMPLATE
RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT
IN-LIEU FEE PROGRAM**

NOTICE OF AWARD AGREEMENT (THE “AGREEMENT”)

The [ILF MITIGATION PROJECT PROVIDER, LONG-TERM STEWARD AND/OR OTHER PROPERTY OWNER/CE HOLDER] (the “Grantor”) [is the owner of] [retains a Conservation Easement on] a certain piece or parcel of land located in [TOWN, COUNTY, STATE] more particularly described in **Exhibit A** attached hereto and made part of hereof (the “Property”).

The Grantor preserved the Property with \$_____ in funding (the “Award”) provided by the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program pursuant to an ILF Mitigation Project Provider Agreement between _____ (“Program Sponsor”), _____ [ILF Mitigation Project Provider] and _____ [Long-term Steward] dated _____, a copy of which is attached as **Exhibit B**.

1. **PURPOSE:** The purpose of the Award is to provide funding to preserve the Property for the conservation of Indiana bat and/or northern long-eared bat habitat (the “Project”), and by entry into this Notice of Award Agreement, and as an express condition to the funding of the Award, the Grantor has agreed to [maintain and operate the Property] [monitor and enforce the Conservation Easement] in compliance with the Long-term Management Plan dated _____ (“Long-term Management Plan”) and on file in the offices of the _____ Field Office of the United States Fish and Wildlife Service (“USFWS”). The [Grantor as owner of the Property] [Grantor and other entity as applicable] agree(s) to permanently preserve the Property with certain activity and use restrictions as more fully described and detailed in the Long-term Management Plan, to protect such Indiana bat and/or northern long-eared bat habitat. The Grantor, Program Sponsor and USFWS acknowledge and agree that USFWS is a third party beneficiary to this Notice of Award Agreement for the purpose of providing USFWS the right to monitor and enforce compliance with the Long-term Management Plan and the activity and use restrictions contained herein.

2. **RESTRICTIONS:** The Grantor hereby agrees to [manage the Property] [enforce the terms of the Conservation Easement] to permanently protect the habitat for Indiana bats and/or northern long-eared bats. The Grantor shall implement the management actions described in the Long-term Management Plan and shall annually review the Long-term Management Plan and adjust actions as necessary to preserve and enhance the habitat. The Grantor, its successors and assigns, hereby covenant and agree not to convey, sell, lease or assign the [Deed] [Conservation Easement] herein conveyed or convert it to uses or purposes inconsistent with the original Purpose set forth herein and the Long-term Management Plan without written approval, in its sole discretion, of the USFWS.

3. **COMPLIANCE REPORTING:** The Grantor agrees to annually review the Long-term Management Plan and submit a Compliance Report using the template attached hereto as **Exhibit C**. The Grantor further agrees to cooperate fully with representatives of Program Sponsor and the USFWS and provide any information requested to monitor the progress of the Project, including on-site visits to the Property. Compliance Reports shall be submitted by January 31 of each year to the USFWS Field Office Point of Contact:

U.S. Fish and Wildlife Service

Phone: (____) _____
Facsimile: (____) _____
E-mail: _____@fws.gov

4. **RIGHT OF ACCESS:** The Grantor [and other entity] and its [their] successors or assigns hereby grant(s) to the USFWS a right of access to the Property in order to monitor compliance with and otherwise enforce the Long-term Management Plan and activity and use restrictions specified in this Agreement.
5. **DEFAULT CLAUSE:** Should the Grantor default in its performance of any of the terms and conditions contained therein, and fail to correct such default within the time frame established for cure in a written notice of default issued by USFWS, then USFWS shall elect, in its sole discretion, to require the Grantor to either:
- A. Pay to the Range-Wide Indiana Bat and Northern Long-eared Bat In-Lieu Fee Program Account an amount that is equal to the original Award; or
 - B. Replace the [Property] [Conservation Easement] funded through the Award with [property] [a conservation easement] of equal monetary value at current market prices and equal conservation value for Indiana bat and/or northern long-eared bat habitat. Replacement shall be subject to the USFWS' approval.

In the event the Grantor fails to remedy the default as described above the USFWS may:

- A. Institute a suit to enjoin any breach or enforce any term of this Agreement by temporary, and/or permanent injunction either prohibitive or mandatory, including a temporary restraining order; and require that the Property be restored promptly to the conditions that existed prior to the breach.
- B. Institute a suit for monetary damages.
- C. Pursue any other remedies available at law or in equity.

USFWS' remedies shall be cumulative. If the Grantor is found to be in default, the Grantor shall reimburse USFWS for any costs incurred by USFWS, including court costs and reasonable attorney's fees. No failure on the part of USFWS to enforce any term hereof shall discharge or invalidate such term or any other term hereof or affect the right of USFWS to enforce the same in the event of a subsequent breach or default.

The terms of this Notice shall be binding upon the Grantor [and other entity] and its designees and successors.

IN WITNESS WHEREOF, the Grantor has set its hand and seal this ____ day of _____, 20__.

By:

Its:

DULY AUTHORIZED

STATE OF ()
COUNTY OF ()

On this ____ day of _____, 20__, before me personally appeared _____, to me personally known, who, being by me duly sworn did state that _____ is the _____ of the corporation named in the foregoing instrument; that the seal affixed to said instrument is the corporation seal of said corporation; and acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

[Additional acknowledgment from fee owner required for Conservation Easements or other entity]

EXHIBIT A
Legal Description of the Property
EXHIBIT B
ILF Mitigation Project Provider Agreement
EXHIBIT C
Compliance Report Template

ATTACHMENT D

RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT IN-LIEU FEE PROGRAM LONG-TERM MANAGEMENT PLAN OUTLINE TEMPLATE

The Long-term Management Plan is intended to be a living document based on adaptive management principles and should be revised as necessary to respond to changing circumstances (e.g., changed conditions as a result of climate change, natural disaster, etc.). Site management will depend on the specific needs of the existing landscape; every site may not need the same level of management. The Long-term Management Plan and all revisions to the Long-term Management Plan are subject to United States Fish and Wildlife Service (“USFWS”) approval.

The Long-term Management Plan must be incorporated by reference into the Notice of Award Agreement or other site protection mechanism and should include at a minimum:

- a) Purpose of ILF Mitigation Project and purpose of Long-term Management Plan.
- b) Baseline description of the setting, location, history and types of land use activities, habitats present (after the ILF Mitigation Project meets performance criteria), and brief species descriptions. Include maps and photographs.
- c) Roles and responsibilities of landowner, land manager (if any) and Long-term Steward; description of long-term site protection strategy, including the long-term protection mechanism.
- d) Overall management, maintenance, and monitoring goals; specific tasks and timing of implementation; and a discussion of any constraints that may affect goals.
- e) Biological monitoring scheme including a schedule, appropriate to the species and site, and consistent with the requirements of the ILF Program Instrument. Biological monitoring over the long term is not required annually, but must be completed periodically to inform any adaptive management actions that may become necessary over time.
- f) Reporting schedule for ecological performance and administrative compliance.
- g) Cost-analysis of all long-term management activities cross-referenced with the tasks described in paragraph (c) above and including a discussion of the assumptions made to arrive at the costs for each task. Describe how the cost of long-term management activities will be funded (i.e., annual appropriations, long-term management fund) and how future funding will be assured (i.e., transferability of a long-term management fund) if ownership of the property changes.
- h) Discussion of adaptive management principles and actions for reasonably foreseeable events, possible thresholds for evaluating and implementing adaptive management, a process for undertaking remedial actions, including monitoring to determine success of the changed/remedial actions, and reporting.
- i) Describe public access, if any, and co-benefits (i.e., historic, cultural, or other species conservation) are being managed. Describe rights of access to the ILF Mitigation Project by partners/agencies and prohibited uses of the mitigation area, as provided in the site protection instrument.
- j) An outline of procedures for amendments to the Long-term Management Plan, notices to the USFWS and other partners and requests for approval from the USFWS.

- k) Reporting schedule for ecological performance and administrative compliance including annual reports to the USFWS. Annual reports to the USFWS are necessary for the USFWS to fulfill its due diligence responsibilities in ensuring that the Range-wide Indiana Bat and Northern Long-Eared Bat In-Lieu Fee Program is successful and continues to meet its stated objectives. To that end, the reports must contain the appropriate level of detail and documentation.
- l) Acknowledgment and approval from Long-term Steward, USFWS, landowner, and land manager (if any).

Example Table of Contents for Long-term Management Plan (LTMP)

1. INTRODUCTION

1.1. Site Description

1.1.1. Purpose of mitigation site and purpose of LTMP

1.1.2. Location and context (i.e., location in region, state, and nearby protected lands)

1.1.3. Current Condition (i.e., habitats and species present)

1.1.4. Description of Bat Presence and Habitat

1.1.5. Land Use History

1.1.6. Cultural, Historic, Other attributes

1.1.7. Summary of Phase 1 Environmental Assessment

1.1.8. Summary of Title (i.e., easements and encumbrances)

2. ROLES AND RESPONSIBILITIES

2.1. Landowner

2.2. Land Manager

2.3. Long-term Steward

2.4. Long-term Site Protection Strategy

3. LONG-TERM MANAGEMENT

3.1. Overall Management Goals

3.1.1. Specific Actions

3.1.2. Anticipated Outcomes

3.1.3. Constraints to Success

3.1.4. Task Prioritization and Schedule

3.1.5. Adaptive Management

4. COST ANALYSIS OF MANAGEMENT

4.1. Cost of Specific Tasks and/or Outcomes

4.2. Funding strategy for Long-term Management

4.3. Management and transportability of Long-term Management Fund

5. MONITORING AND REPORTING

5.1. Overall

5.2. Bats

5.3. Schedule

ATTACHMENT E

**RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT
IN-LIEU FEE PROGRAM**

PROJECT

U.S. FISH & WILDLIFE SERVICE

Enter name of pertinent Field Office. **FIELD OFFICE**

ANNUAL COMPLIANCE REPORT

Annual Compliance reports are to be provided to the USFWS in accordance with the reporting requirements outlined in Section VII.C of the Range-Wide Indiana bat and Northern Long-eared Bat Program Instrument.

To be completed by ILF Mitigation Project Provider or Long-term Steward:

Project Name:

Contact Name: [Click here to enter text.](#)

Organization Name: [Click here to enter text.](#)

Telephone: [Click here to enter text.](#)

Street Address or P.O. Box: [Click here to enter text.](#)

City: [Click here to enter text.](#)

State: [Choose an item.](#)

Zip Code: [Click here to enter text.](#)

Briefly describe management, maintenance, monitoring and other plans for next year: [Click here to enter text.](#)

Ownership changed since last year: [Choose an item.](#)

Deed Transferred From: [Click here to enter text.](#)

Deed Transferred To: [Click here to enter text.](#)

Notice of Award Agreement and Activity and Use Restrictions referenced in deed? [Choose an item.](#)

Annual Report: [Choose an item.](#)

Current Report Date: [Click here to enter a date.](#) Previous Report Date: [Click here to enter a date.](#)

PRESENT LAND USE:

Describe current forest/land cover conditions including acreage of Indiana bat and/or northern long-eared bat habitat and other habitat types. If possible, include forest canopy cover, understory density, herbaceous layer density, tree species present and successional stages.

[Click here to enter text.](#)

Describe ILF Mitigation Project Performance Standards and if/how they are being met. If Performance Standards are not being met, please provide an Adaptive Management Plan. [Click here to enter text.](#)

Are all of the Activity and Use Restrictions being complied with? [Choose an item.](#)

If **No**, please specify: [Click here to enter text.](#)

Are there any proposed alterations that require US Fish & Wildlife Service approval? [Choose an item.](#)

If **Yes**, please list: [Click here to enter text.](#)

ADAPTIVE MANAGEMENT

Describe the status of Adaptive Management efforts. [Click here to enter text.](#)

ATTACHMENT F
FINANCIAL REPORT TEMPLATE
RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED BAT IN-LIEU FEE PROGRAM
Project Budget

Project Name: _____

Project Expenses		Project Income	
ITEM	AMOUNT	ITEM	AMOUNT
<i>Land Protection</i>		Donated Land Value	
Land Cost		Donated Easement Value	
Conservation Easement Cost		<i>Other Support If Any (list)</i>	
Appraisal		Other Support X	
Environmental Report		Other Support Y	
Title Review/Insurance		Other Support Z	
Attorney Fees		<i>In-Kind Support (list)</i>	
Boundary Survey		In-Kind Support X	
Recording Fees		In-Kind Support Y	
Real Estate Taxes		In-Kind Support Z	
Transfer Taxes		<i>Other Income (list)</i>	
Closing Fees		Other Income X	
Monitoring and Enforcement Cost		<i>In-Kind Support (list)</i>	
Carrying Costs			
Other:			
Subtotal:			\$0
<i>Restoration</i>			
Land Preparation			
Tree/seed Costs			
Planting Costs			
Land Management Plan Preparation		Subtotal:	\$0
Subtotal:		<i>Fund Request</i>	
<i>Management, Maintenance, Monitoring</i>		Acquisition Costs	
Long-term Management		Restoration Costs	
Subtotal:		Management Costs	
<i>Other Qualified Expenses</i>		Other Costs	
Other:		Subtotal:	\$0
Subtotal:			
*Total Project Expenses:		*Total Project Income:	\$0

*Total Project Expenses should equal Total Project Income. Attach a Budget Narrative if necessary.

ATTACHMENT G

**RANGE-WIDE INDIANA BAT AND NORTHERN LONG-EARED
IN-LIEU FEE PROGRAM
FINAL REPORT**

Organization: Click here to enter text.

Grant Award: \$

Project Name (County, State): Click here to enter text. (Click here to enter text., Choose an item.)

Acres Acquired: Click here to enter text.

Acres Eased: Click here to enter text.

Acres Restored: Click here to enter text.
date.

Closing Date: Click here to enter a date.

Closing Date: Click here to enter a date.

Completion Date: Click here to enter a date.

Appraised Value of Fee: \$ Click here to enter text.

Purchase Price of Fee: \$ Click here to enter text.

Appraised Value of Easement: \$ Click here to enter text.

Purchase Price of Easement: \$ Click here to enter text.

Project Summary (3-5 sentence overview of the Project's conservation significance to Indiana bats and/or northern long-eared bats and other conservation, social or cultural benefits the Project provides): Click here to enter text.

