



FS Agreement No. _____

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
U.S. FISH AND WILDLIFE SERVICE AND THE MICHIGAN DNRE
And The
USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the U.S. Fish and Wildlife Service, Region 3 and The Michigan DNRE, hereinafter referred to as “.S. Fish and Wildlife Service, Region 3 and The Michigan DNRE,” and the USDA, Forest Service, Region 9, hereinafter referred to as the “U.S. Forest Service.”

Background: Kirtland’s Warbler requires perpetual implementation of five key recovery strategies including habitat regeneration, cowbird control, monitoring, research and education efforts. The current Kirtland’s Warbler Recovery Plan is the guiding document for our agencies’ implementation of these five key recovery strategies. As a conservation-reliant species, Kirtland’s Warbler cannot be removed from the Endangered Species List unless an alternative to the recovery plan is provided that will satisfactorily guide the implementation of these five key recovery strategies once the species is removed from the protections of the Endangered Species Act. The National Fish and Wildlife Foundation continues to make progress on its efforts to establish a Friends group and a fund for ongoing management of the Kirtland’s warbler.

Title: Commitment to Develop a Kirtland's Warbler Conservation Plan

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to develop a Kirtland's Warbler Conservation Plan in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The future management of this species is best served by the development of a collaborative partnership among government agencies, non-government agencies and private companies in the form of the Kirtland’s Warbler Conservation Plan. The appropriate expertise to conduct roundtable information gathering and draft this Kirtland’s Warbler Conservation Plan is possessed by the dedicated personnel within our agencies that currently serve in the implementation of the current Recovery Plan.

In consideration of the above premises, the parties agree as follows:



III..S. FISH AND WILDLIFE SERVICE, REGION 3 AND THE MICHIGAN DNRE SHALL:

- A. n/a
- B.

IV. THE U.S. FOREST SERVICE SHALL:

- A. n/a
- B.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. Each agency would commit the equivalent of one full-time employee for approximately 240 hours (30 days) between October 1, 2010 and September 30, 2011 to work on the coordination and development of the Kirtland’s Warbler Conservation Plan. We will consider the recommendation of the Kirtland’s Warbler Recovery Team to identify individuals whose expertise will best contribute to the plan.
- B. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Region 3 Director USFWS Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Rebecca Humphries, Director Michigan DNRE Address: City, State, Zip: Telephone: FAX: Email:	Name: Address: City, State, Zip: Telephone: FAX: Email:

Principal U.S. Forest Service Contacts:



U.S. Forest Service Program Contact	U.S. Forest Service Administrative Contact
Name: Kent Connaughton, Regional Forester, Region 9, USDA Forest Service Address: USDA Forest Service Eastern Region 626 East Wisconsin Ave. City, State, Zip: Milwaukee, WI. 53202 Telephone: 414-297-3600 FAX: 414-297-3808 Email: kconnaughton@fs.fed.us	Name: Gary Begg Address: City, State, Zip: Telephone: FAX: Email:

- C. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.

- D. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the cooperators is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
 - To the U.S. Forest Service Program Manager, at the address specified in the MOU.

 - To the cooperators, at the cooperators’s address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or the cooperators from participating in similar activities with other public or private agencies, organizations, and individuals.

- F. ENDORSEMENT. Any of the cooperators’s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the cooperators's products or activities.

- G. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be



independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the cooperators to use the U.S. Forest Service Insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications prior to use of the insignia.

- I. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.

- J. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

- K. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. is/are encouraged to give public notice of the receipt of this instrument and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Region 9 of the U.S. Forest Service, Department of Agriculture, ."

may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- L. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.

- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.



- N. DEBARMENT AND SUSPENSION. shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the cooperators or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- O. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- P. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.

- Q. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.

,	Date
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,	Date
U.S. Forest Service, National Forest	Date



The authority and format of this instrument have been reviewed and approved for signature.

Date

U.S. Forest Service Grants & Agreements Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.