

PM

MEMORANDUM OF AGREEMENT
BETWEEN
THE U. S. FISH AND WILDLIFE SERVICE
AND
KIRTLAND'S WARBLER RECOVERY TEAM

WHEREAS, the Director, U. S. Fish and Wildlife Service, has been delegated authority by the Secretary of Interior (Departmental Manual Part 242) to carry out the Endangered Species Act of 1973; and further, the Regional Directors and Alaska Area Director have received certain responsibilities by virtue of delegations of authority, program advices, and memoranda of guidance concerning species Recovery Team operations, and;

WHEREAS, Recovery Teams have been appointed by the Director of the Service for the purpose of planning, coordinating and implementation of species recovery efforts.

NOW THEREFORE, it is mutually agreed that:

The U. S. Fish and Wildlife Service will make available an estimated amount of \$900 each fiscal year in support of the Kirtland's Warbler Recovery Team. This amount will include the usual cost of administration of the teams, such as envelopes, stamps, clerical services, reproduction, etc. State and Federal organizations are expected to normally defray the salaries, travel and per diem of team members belonging to those organizations. An exemption may be made where State employees have out-of-state travel problems. Members from universities may require reimbursement for travel. Consultant fees can include travel costs and such fees as shall be determined in advance by the team leader.

The team leader will submit all vouchers and bills on a monthly basis to the Regional Director. The team leader will supply minutes and plans to the Regional Director and cooperating parties as prescribed by Service guidelines on Recovery Team operations.

Funds are not presently available for support of the Recovery Team beyond the current fiscal year. The Service's obligation hereunder is contingent upon the availability of funds, to be appropriated by Congress, from which payment for the purposes of this agreement can be made.

This agreement may be terminated by either party upon written request to the other party at least ninety (90) calendar days prior to the proposed termination date.

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

Equal Employment Opportunity Clause, Form 3-176 (copy attached) is hereby made a part of this agreement.

In witness whereof, the parties hereto have executed this Memorandum of agreement as of the day and year of last signature date indicated below:

Kirtland's Warbler Recovery Team

U. S. Fish and Wildlife Service

BY: John Buelich

BY: Jack E. Humphill

Title: Team Leader

Title: Regional Director

Date: 7/17/75

Date: 6/12/75

U. S. DEPARTMENT OF THE INTERIOR
Fish and Wildlife Service
Bureau of Sport Fisheries and Wildlife

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

(Executive Order No. 11246, as amended October 13, 1967)

Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Employment Opportunity Clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202, of Executive Order No. 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the Equal Employment Opportunity Clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including the sanctions for noncompliance; Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.