

MICHIGAN AUDUBON SOCIETY - HURON-MANISTEE NATIONAL FORESTS

COOPERATIVE AGREEMENT

KIRTLAND'S WARBLER MANAGEMENT PROGRAM

THIS COOPERATIVE AGREEMENT, made and entered into by and between the Michigan Audubon Society, hereafter referred to as the MAS and the Forest Supervisor, Huron-Manistee National Forests, Forest Service, U.S. Department of Agriculture, hereinafter referred to as the Forest Service, under the provisions of the Act of June 30, 1914 (16 USC 498). WITNESSETH:

WHEREAS, the MAS desires to assist the Forest Service in the management and protection of the Kirtland's Warbler, an endangered species, and

WHEREAS, the Forest Service is responsible for the implementation of the Kirtland's Warbler Recovery Plan on the Huron-Manistee National Forest, and

WHEREAS, the Recovery Plan includes direction for the management of designated critical habitat to sustain suitable nesting conditions; the protection of that habitat; and the control of use of the public of occupied nesting areas.

NOW, THEREFORE, it is agreed as follows:

A. The MAS agrees:

1. To deposit into the Treasury of the United States, to be credited to the Cooperative Work Fund, Forest Service (Kirtland's Warbler Cooperative Fund) such sum as may be voted annually by the Executive Committee of the Michigan Audubon Society (not to exceed \$400.00). Deposits are to be made by remittances drawn payable to the USDA, Forest Service and mailed to the Collection Officer, Huron-Manistee National Forest, 421 S. Mitchell Street, Cadillac, Michigan 49601, by December 31 of each year. Should no contribution be voted, the Forest Service shall be so advised by this date.
2. To continue to encourage the support of its members and the general public for management and protection programs directed for the preservation of the Kirtland's Warbler through its civic programs, literature and meetings.

- B. The Forest Service agrees:
1. To develop and maintain a management plan for the Kirtland's Warbler on the Huron National Forest consistent with the guidelines set forth in the Kirtland's Warbler Recovery Plan.
 2. To use funds deposited by the MAS in combination with funds appropriated by the Congress to carry out various facets of the management plan, including visitor information services (naturalist programs, signing, publications, etc.) and habitat improvement work.
 3. To give credit to the MAS for cooperatively funded items where and when appropriate.
 4. To provide information to the MAS on the use of their previous year's deposit by October 15 of each year along with a summary of all program accomplishments.
- C. It Is Mutually Agreed and Understood By and Between the Said Parties That:
1. Nothing in this agreement shall be construed as obligating the Forest Service to expend or as involving the United States in any contract or any other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
 2. 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.
 3. No contribution to the cooperative work funds provided herein or donation or gift of any kind shall entitle the cooperator, contributors, or donors to any share of interest in the said land, timber, or improvements other than the right to use and enjoy the same under the existing regulations of the Forest Service. All improvements constructed in whole or in part from cooperative work funds shall be and will remain the property of the United States.

4. The implementing of planned work shall be at such times as the Forest Supervisor sees fit and shall be done at the direction of and under the sole supervision of Forest Supervisor, Huron-Manistee National Forests, Cadillac, Michigan.
5. Either party may terminate the agreement by providing 30 days written notice. This agreement will remain in force until so terminated.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last date written below.

Date

President,
Michigan Audubon Society

Date

Forest Supervisor
Huron-Manistee National Forests