

CHALLENGE
COST-SHARE AGREEMENT

between

THE MICHIGAN AUDUBON SOCIETY

and

USDA-FOREST SERVICE, HURON-MANISTEE NATIONAL FORESTS

I. AUTHORITY

THIS CHALLENGE COST-SHARE AGREEMENT, is hereby made and entered into by and between the Michigan Audubon Society, hereinafter referred to as the MI AUDUBON and the Huron-Manistee National Forests, U.S. Department of Agriculture Forest Service, hereinafter referred to as the FOREST SERVICE, under the provisions of the Interior and Related Agencies Act, P.L. 101-512.

II. INTRODUCTION

WHEREAS, the FOREST SERVICE wishes to perform Kirtland's Warbler survey work on the Harrisville, Mio, and Tawas Ranger Districts of the Huron National Forest for monitoring of this species survival, and

WHEREAS, the MI AUDUBON desires to assist the FOREST SERVICE to accomplish this end, and

WHEREAS, it is mutually advantageous for the two parties to enter into this agreement for assurance of the Kirtland's Warbler survival, and

WHEREAS, the FOREST SERVICE is willing to reimburse for the agreed upon expenses actually incurred by the MI AUDUBON.

III. SCOPE OF AGREEMENT

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. The FOREST SERVICE shall:

1. Reimburse the MI AUDUBON up to the agreed upon price for actual costs incurred as provided in the attached financial project plan. Payment will be made upon receipt of itemized invoices furnished by the MI AUDUBON.

2. Furnish the necessary maps and aerial photographs.

3. Provide census assistance of four people for June 6, 7 and 8, five people on June 10, seven people on June 11, and twelve or more people for June 12-14. This large number (12) is needed for the Mack Lake area.

4. Develop and implement volunteer agreements with additional individuals needed to accomplish the census.

5. Provide the census crew members with a "Permit to Enter Restricted Kirtland's Warbler Area."

B. The MI AUDUBON shall:

1. Employ G.W. Irvine, Northern Wildlife Services, 5121 N. Crosby Road, Cadillac, MI 49601 to coordinate the census.

2. Perform all necessary work as stated here consistent with the attached financial project plan.

3. Bill the FOREST SERVICE (monthly or upon completion of project) for actual costs incurred according to and as agreed upon in the financial project plan. Billings shall consist of a statement and itemized receipts submitted to:

Collection Officer
Huron-Manistee National Forests
421 S. Mitchell Street
Cadillac, MI 49601

4. Give USDA-Forest Service or the Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to the award.

5. Make pre-census contacts to coordinate with Jerry Weinrich, Michigan Department of Natural Resources, Mike DeCapita, Fish and Wildlife Service, and District Rangers. This is to be accomplished by May 15. Recruit volunteers with the necessary ornithological experience in Kirtland's Warbler censusing to provide the manpower needed to accomplish the census. Make preliminary surveys in all selected Kirtland's Warbler habitat areas where there is potential for Kirtland's Warbler occupation this spring. This should be done from May 31 through June 5. Maps shall be prepared of all census areas and survey layout determined.

6. Perform survey work on the Harrisville, Mio, and Tawas Ranger Districts of the Huron National Forest. The project locations and descriptions follow:

a. Alcona County: Pine River KW Units
Bryon Lake KW Unit

Collect and collate crew counts of this data, determine the number of singing males for each area and summarize this data for the Forest.

8. Prepare a final report and submit it to the Forest Supervisor. This report shall include the singing male counts by Township, Range, and Section for each and a USGS quad map showing the approximate location of each singing male counted during the survey and the extent of the area censused. The summary of the survey results shall be prepared and submitted to the Forest Supervisor by June 19, 1991. The final report shall be submitted by July 2, 1991.

9. Furnish own transportation and the personal expenses of all the volunteers for conducting census activities. The selected volunteers will be approved by the Forest Service.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN BOTH PARTIES:

1. The work under this agreement shall be completed no later than July 2, 1991.

2. The Forest Service, in writing, may terminate the agreement in whole, or in part, at any time before the date of expiration, whenever it is determined that the other party has materially failed to comply with the conditions of this agreement. The other party shall not incur any new obligations for the terminated portion of the agreement after the effective date and shall cancel as many obligations as is possible. Full credit shall be allowed for the Forest Service share of the obligations properly incurred by the cooperating party prior to termination.

3. Any monies that are payable from the United States under this agreement to any person or legal entity not an agency or subdivision of a State or local government may be subject to administrative offset for the collection of any debt the person or legal entity owes to the United States. Information on the person's legal entity's responsibility for a commercial debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.

4. The cooperator shall comply with all Federal Statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex.

5. This agreement in no way restricts the Forest Service from participating with other public or private agencies, organizations, and individuals or from accepting contributions and/or gifts for the improvement, development, administration, operation, and preservation of this or any other project.

- b. Crawford County: Rock Cemetery
Hunter's Lake KW Units
Markle Road Plantation
Douglas Creek KW Unit

- c. Iosco County: Monument Road KW Unit
Rollways KW Unit
Vaughn Creek KW Unit
Pine River KW Unit
Silver Creek KW Unit
Galion Road Plantation

- d. Oscoda County: Briggs Road KW Unit
Meridian East KW Unit
Mack Lake KWMA Units
McKinley KW Unit
County Line KW Unit
Powerline KW Unit
Union Corners KW Unit
West Branch KW Unit
Blockhouse KW Unit
Game and Forest KW Unit
Reed Road KW Unit
Hardy Grade KW Unit
Perry Creek KW Units

7. Conduct the census between June 6 and 14, 1991. Assemble, instruct and assign crew members to their specific census lines and sector for each area to be censused. Traverse the colonies in reasonably straight lines using a compass and keeping track of your location by counting paces. Upon hearing a bird, note its location on a map for later summary and confirmation. Colonies larger than 0.2 mile across on the smaller dimension should be censused by simultaneously running parallel traverse lines across the area. Traverse lines spaced 0.2 mile apart work out well.

Conduct the survey and check to see that crew members are following prescribed procedures.

Ascertain that all censusing crew members can correctly identify the Kirtland's Warbler song in all its varieties and can run a compass line reasonably well.

The census should be completed with as little disturbance to the warblers as necessary.

If warblers are seen at close range, try to determine if banded or not. If banded, record color of band(s) on each leg. It is important however to proceed on transect lines at a uniform rate, so minimal time should be spent trying to determine band combinations.

6. No member of, or Delegate to Congress shall be admitted to any share or part of this agreement, or any benefits 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.

7. Nothing herein shall be considered as obligating the Forest Service to expend or as involving the United States in any contract or other obligations for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.

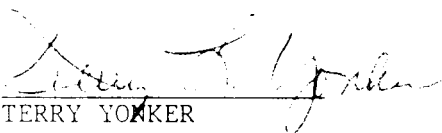
8. This agreement may be revised as necessary by mutual consent of both parties, by the issuance of a written amendment, signed and dated by both parties.

9. Either party may terminate the agreement by providing 60 days written notice, unless terminated by the Forest Service unilaterally for cause in accordance with Article 2 of this section.

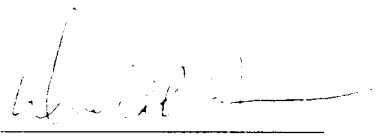
10. Payment will be based upon satisfactory acceptance of the areas surveyed and submission of the report to the Forest Supervisor.

V. EFFECTIVE DATE

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

By: 
TERRY YONKER
Executive Director
Michigan Audubon Society

Date: 5/21/91

By: 
N. FRANK HAUBRY
Acting Forest Supervisor

Date: 5/23/91

FINANCIAL PROJECT PLAN
(KIRTLAND'S WARBLER SURVEY)

FOREST SERVICE CONTRIBUTION

	<u>FS</u>	<u>CHALLENGER</u>	<u>TOTAL</u>
SALARIES	\$ 4400	\$ _____	\$ 4400
TRAVEL	\$ 275	\$ _____	\$ 275
SUPPLIES	\$ _____	\$ _____	\$ _____
EQUIPMENT USE	\$ _____	\$ _____	\$ _____
TOTAL DIRECT COST	\$ 4675	\$ 2500 1/	\$ 2500
ADD: INDIRECT COST	\$ _____		\$ _____
TOTAL FS CONTRIBUTION-----			\$ 7175 \$ 7175

CHALLENGER CONTRIBUTION

SALARIES	\$ _____	\$ 500	\$ 500
TRAVEL	\$ _____	\$ _____	\$ _____
SUPPLIES	\$ _____	\$ 25	\$ 25
EQUIPMENT USE	\$ _____	\$ 25	\$ 25
TOTAL DIRECT COST	\$ 2500 2/	\$ 550	\$ 550
ADD: INDIRECT COST		\$ _____	\$ _____
ADD: VALUE OF VOLUNTEER LABOR		\$ 6700	\$ 6700
TOTAL CHALLENGER CONTRIBUTION -----			\$ 7250 \$ 7250

PROJECT TOTAL ----- \$ 14,425

Total FS Share 49.75 % of Project Value
 Challenger Share 50.25 % of Project Value

1/ ESTIMATED PAYMENT TO CHALLENGER
 2/ AMOUNT TO BE COLLECTED

REIMBURSEMENT WILL BE MADE ONLY UPON ACTUAL EXPENSES INCURRED BY THE CHALLENGER, NOT TO EXCEED ESTIMATED PAYMENT (SEE 1/).

Management Code: 24084
 Obligation carried by: _____