

CHALLENGE COST-SHARE AGREEMENT
between the
OHIO STATE UNIVERSITY RESEARCH FOUNDATION
and the
USDA-FOREST SERVICE, HURON-MANISTEE NATIONAL FORESTS

I. AUTHORITY

This Challenge Cost-Share Agreement is made and entered into between the Ohio State University Research Foundation, hereinafter referred to as OSURF, and the USDA-Forest Service, Huron-Manistee National Forests, hereinafter referred to as the FOREST SERVICE. This Agreement is prepared under the provisions of the Interior and Related Agencies Act, P.L. 102-154.

II. PURPOSE

This Challenge Cost-Share Agreement is entered into between the Forest Service and OSURF to develop a computer based simulation model for the Federally endangered Kirtland's warbler (*Dendroica kirtlandii*) for use by the managing agencies as part of the Kirtland's warbler recovery program.

III. BACKGROUND

Kirtland's warblers nest primarily on USDA-Forest Service lands and Michigan Department of Natural Resources lands in portions of Alcona, Crawford, Iosco, Kalkaska, Ogemaw, Oscoda and Roscommon Counties in Michigan. The Fish and Wildlife Service, Forest Service, and Michigan Department of Natural Resources are responsible for habitat and other management activities undertaken for the recovery of the Kirtland's warbler in accordance with the Kirtland's Warbler Recovery Plan. A computer based population model would be used by these managing agencies to assist in planning and analysis of management activities.

IV. RESPONSIBILITIES

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

A. The FOREST SERVICE shall:

1. Reimburse the OSURF up to \$10,000 for actual costs incurred in development of the simulation model as provided in the attached financial project plan. Payment will be made upon receipt of itemized invoices furnished by the OSURF.
2. Designate Rex Ennis, Wildlife Biologist, as project coordinator and contact person (616-775-2421) for the Forest Service, and Thomas Weise, Endangered Species Biologist, as contact person (517-373-1263) for the MI Department of Natural Resources.

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

1. The work under this agreement shall be completed no later than September 30, 1995.
2. Parties cooperating in this project include: USDA-Forest Service, Huron-Manistee National Forests; Michigan Department of Natural Resources; U.S. Fish and Wildlife Service; and Ohio State University Research Foundation. Each party shall recognize the other parties participation in this project.
3. 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(s) 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 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 incurred to the effective date and all noncancellable obligations properly incurred by the cooperating party prior to termination.
4. Any monies that are payable from the United States under this agreement to any person or legal entity not an agency or sub-division 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 or legal entity's responsibility for a commercial debt owed the United States shall be disclosed to consumer or commercial credit reporting agencies.
5. The Ohio State University Research Foundation 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. 88-351), 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.
6. 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.
7. No member of, or Delegate to Congress or Resident Commissioner, 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.

B. The OSURF shall:

1. Develop a model tailored specifically to Kirtland's warblers and their environment. The model should predict population size and distribution under specified management scenarios, and should include the ability to analyze spatial relationships and questions.
2. Provide a graduate student, faculty advisor, training, supervision, facilities, computer hardware and software, and other materials needed to complete the KW model.
3. Assist in the analysis of the capture-recapture data set collected on Kirtland's warblers during the past 10 years. Take primary responsibility for data management and statistical analysis; assist in identification of questions to be addressed and preparation of results for publication.
4. Provide training to selected agency representatives from the Forest Service, MDNR, and Fish and Wildlife Service in the use of the model.
5. Provide the Forest Service and MI DNR with a progress report by October 31, 1994.
6. Submit a progress report and working computer model to the Forest Service and MI DNR for review and testing by March 30, 1995.
7. Submit a final report and completed computer model to the Forest Service and MI DNR by September 30, 1995.
8. Bill the Forest Service (monthly or upon completion of project) for actual costs incurred in the development of the KW model as agreed upon in the financial project plan. Billings shall consist of a statement and itemized receipts submitted to:

Collection Officer
USDA-Forest Service
Huron-Manistee National Forests
421 South Mitchell Street
Cadillac, Michigan 49601

9. 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.

8. That this agreement in no way obligates either party to perform any service or expend any funds in excess of the amount available from appropriations for that fiscal year or to involve either party in any contract or other obligation for the future payment of money in excess of any such appropriations.
9. 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.
10. 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 9 of this section.

V. EFFECTIVE DATE

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

THOMAS L. SWEENEY, Executive Director
Ohio State University Research Foundation
1735 Neil Avenue
Columbus, Ohio 43210

DATE: _____

STEPHEN A. KELLEY, Forest Supervisor
Huron-Manistee National Forests
421 South Mitchell Street
Cadillac, Michigan 49601

DATE: _____

FINANCIAL PROJECT PLAN
OHIO STATE UNIVERSITY RESEARCH FOUNDATION

FOREST SERVICE CONTRIBUTION

	F.S. IN-HOUSE COSTS	F.S. PAYMENT TO PARTNER	TOTAL	GRAND TOTAL
SALARIES	\$ _____	\$ _____	\$ _____	
TRAVEL	\$ _____	\$ _____	\$ _____	
SUPPLIES	\$ _____	\$ _____	\$ _____	
EQUIPMENT USE	\$ _____	\$ _____	\$ _____	
TOTAL DIRECT COST	\$ _____	\$ <u>10,000*</u> 1/	\$ <u>10,000*</u>	
ADD: INDIRECT COST	\$ _____		\$ _____	
TOTAL FS CONTRIBUTION	-----			\$ <u>10,000</u>

*\$10,000 contribution consists of \$2,500 (FS) and \$7,500 (MDNR).
(See Collection Agreement R9-04-CL-94-059)

PARTNER CONTRIBUTION

	PARTNER IN-HOUSE COSTS	PARTNER PAYMENT TO F.S.	TOTAL	GRAND TOTAL
SALARIES	\$ <u>16,700</u>	\$ <u>16,700</u>	\$ <u>16,700</u>	
TRAVEL	\$ <u>4,000</u>	\$ <u>4,000</u>	\$ <u>4,000</u>	
SUPPLIES	\$ <u>200</u>	\$ <u>200</u>	\$ <u>200</u>	
EQUIPMENT USE	\$ <u>1,500</u>	\$ <u>1,500</u>	\$ <u>1,500</u>	
TOTAL DIRECT COST	\$ <u>1,000 (Trng)</u>	\$ <u>1,000</u> 2/	\$ <u>1,000</u>	
ADD: INDIRECT COST		\$ _____	\$ _____	
ADD: VALUE OF VOLUNTEER LABOR		\$ _____	\$ _____	
TOTAL PARTNER CONTRIBUTION	-----			\$ <u>23,400</u>
PROJECT TOTAL	-----			\$ <u>43,400**</u>

** Total includes \$10,000 contribution made separately by Fish & Wildlife Service

Total FS Share	<u>6</u> % of Project Value	Acres _____
		Structures _____
Total Partner Share	<u>94</u> % of Project Value	Acres _____
		Structures _____
Report	_____	Report <u>1</u>

ACCOMPLISHMENT TOTAL: 1

1/ F.S. ESTIMATED PAYMENT TO PARTNER
2/ ESTIMATED PARTNER PAYMENT TO THE F.S.

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

Special Code (\$7,500 MDNR)
MANAGEMENT CODE: 026154 (2,500 FROM FS)
OBLIGATION CARRIED BY: S.O.

COLLECTION AGREEMENT
Between
THE MICHIGAN DEPARTMENT OF NATURAL RESOURCES
And
USDA-FOREST SERVICE, HURON-MANISTEE NATIONAL FORESTS

I. AUTHORITY

This Collection Agreement, made and entered into by and between The Michigan Department of Natural Resources, hereinafter referred to as the **MDNR**, and the U.S. Department of Agriculture, Forest Service, Huron-Manistee National Forests, hereinafter referred to as the **FOREST SERVICE**, under the provisions of the Cooperative Funds Act of June 30, 1914 (16 USC 498).

II. BACKGROUND

The Kirtland's Warbler Recovery Team voted unanimously at its June 1993 meeting to develop a new, spatially-explicit, population model for the Kirtland's warbler. The model would be designed to function as an "assumption analyzer", serving to identify the inevitable consequences of sets of assumptions about Kirtland's warblers and the environment in which they live. Biologists and others who are working on the Kirtland's Warbler Recovery effort would use this model to evaluate management issues such as where to create new habitat, what the effect of reducing cowbird control might be, and evaluate whether the Recovery Goal should be revised. The general approach would be for the biologists and managers to specify processes and assumptions that they believed realistic and the model would then be used to determine the consequences of these beliefs. The model would be a means of identifying the implications of a specified set of beliefs about Kirtland's warblers and the ecosystem they live in.

The following will result from the Challenge Cost-Share agreement entered into between the Forest Service and Ohio State University Research Foundation (OSURF), with MDNR and the Fish and Wildlife Service (FWS) recognized as contributing partners: Develop a comprehensive, centralized data base containing information on Kirtland's warblers and their habitat; Prepare reports on genetics, natural disturbances, and perhaps an analysis of warbler movements; construct the model, a. define the model's general structure, and b. choose options and values to be included in the modelling effort; identify the model outputs of primary interest, determine the assumption sets which will be evaluated, summarize the evidence that the selected assumption set(s) provide reasonable coverage of options and values; and perform the analyses and summarize the results.

III. INTRODUCTION

WHEREAS, the FOREST SERVICE and MDNR wish to participate with the Ohio State University Research Foundation in the development of a computer-based simulation model for the Kirtland's warbler as part of the Kirtland's Warbler Recovery Program; and

WHEREAS, MDNR desires to contribute funds to the FOREST SERVICE to assist in accomplishing this cooperative effort with U.S. Fish and Wildlife Service and Ohio State University Research Foundation; and

WHEREAS, it is mutually advantageous for the two parties to enter into this agreement to benefit and improve the efficiency of the Kirtland's Warbler Recovery Program.

IV. SCOPE OF AGREEMENT

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

A. The MDNR shall:

1. Contribute funds not to exceed \$7,500.00 to the USFS. These monies will be combined with \$2,500.00 of USFS monies to enter into a Challenge Cost-Share Agreement with the Ohio State University Research Foundation.

2. Deposit funds to the following address prior to the beginning of work:

COLLECTION OFFICER
USDA-FOREST SERVICE
HURON-MANISTEE NATIONAL FORESTS
421 S. MITCHELL STREET
CADILLAC, MI 49601

3. Make checks payable to: USDA-FOREST SERVICE.

4. Designate Thomas Weise, Endangered Species Biologist, as the contact person on this project (517-373-1263).

B. The FOREST SERVICE shall:

1. Provide funds in the amount of \$2,500.00. The combined FS and MDNR contributions (\$10,000.00) will be used to enter into a Challenge Cost-Share Agreement with Ohio State University Research Foundation to develop a model tailored specifically to Kirtland's warblers and their environment.

2. Deposit all cash contributions received under the terms of this agreement to the Forest Service Cooperative Work Fund for use for the purpose for which contributed.

3. Refund to MDNR all or any portion of the contributions which the Forest Service is unable to use for the purpose for which contributed.

4. Designate Rex Ennis, Forest Wildlife Biologist, as contact person for this project (616-775-2421).

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

1. The work under this agreement shall be completed no later than September 30, 1995.

2. Both parties agree that the money contributed for this project will be utilized to enter into a Challenge Cost-Share agreement with Ohio State University Research Foundation.

3. Both parties shall recognize the U.S. Fish and Wildlife Service and the Ohio State University Research Foundation as contributing partners in this project.

4. No member or delegate of Congress or Resident Commissioner shall have any share or part of this agreement, or to any benefit that may arise therefrom.

5. Nothing herein shall be construed as obligating the Forest Service to expend or involve the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law.

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

7. Either party may terminate the agreement by providing 60 days written notice; provided that any funds on deposit will be available for expenses incident to closing out the work beyond the period of written notice.

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.

IV. EFFECTIVE DATE

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

BY: _____

GEORGE E. BURGOYNE, Jr.
Chief, Wildlife Division
Michigan Department of Natural Resources
6th Floor, Mason Building
Box 30028
Lansing, MI 48909

Date: _____

BY: _____

GERALD J. THIEDE
State Forester, Forest Mgmt. Division
Michigan Department of Natural Resources
5th Floor, Mason Building
Box 30028
Lansing, MI 48909

Date: _____

BY: _____

STEPHEN A. KELLEY
Forest Supervisor
Huron-Manistee National Forests
421 South Mitchell Street
Cadillac, MI 49601

Date: _____