

INTERAGENCY AGREEMENT

Between the

USDI-FISH AND WILDLIFE SERVICE

and the

USDA-FOREST SERVICE, HURON-MANISTEE NATIONAL FORESTS

I. PURPOSE

This Interagency Agreement between the U.S. Fish and Wildlife Service, Department of the Interior, hereafter referred to as the "Wildlife Service," and the U.S. Forest Service, Department of Agriculture, hereafter referred to as the "Forest Service," is hereby entered into under the authorities of the Endangered Species Act of 1973, as amended, and in accordance with the policy of interagency cooperation in matters of endangered and threatened species conservation, as expressed in the Recovery 2000 concept document signed by the respective Regional Directors in 1989. This Interagency Agreement is to facilitate the cooperation of the two parties in the conservation of the Kirtland's warbler, and it provides for the limited exchange of services, personnel, equipment, and funds to accomplish this goal.

This Interagency Agreement is intended to focus the parties' efforts on the development of a program to improve the knowledge of the general public in regard to endangered species conservation, and particularly of the status and needs of the Kirtland's warbler, and the interagency efforts underway, as well as those not yet begun, to save this species from extinction. These activities are described in the Kirtland's Warbler Recovery Plan and designated as actions needed to prevent the extinction or further decline of Kirtland's warbler populations.

II. AUTHORITY

The authority for the Forest Service to enter into this agreement with the Wildlife Service and to place orders for work or services is the Economy Act, 31 U.S.C. 1535.

III. SCOPE OF WORK

Such conservation efforts are best served when agencies jointly determine priorities and jointly seek funding and expertise to carry out high priority actions. This Interagency Agreement will allow funds, personnel, expertise, and equipment, as they become available, to be shared by the two parties to accomplish conservation actions that are mutually judged to be of high priority.

Such high priority actions include, but are not limited to the following:

1. In consultation with the Kirtland's Warbler Recovery Team, the selection of goals for a public education program.
2. The identification of specific components of the general public to target for educational efforts.
3. The identification of particular forms of educational materials and programs.
4. The development and distribution of educational materials and programs.
5. The evaluation of the success of the materials and programs in meeting the goals identified in point 1.
6. The selection of a private entity to develop, test, and evaluate such educational materials.

Projects to be carried out under this Interagency Agreement will be jointly prioritized by the Region 3 Director of the U.S. Fish and Wildlife Service and the Region 9 Director of the U.S. Forest Service, or their designees. In the event those individuals are unable to agree on the prioritization of projects the matter will be referred to the Directors of both agencies for a decision.

The Wildlife Service will provide:

- 1) Advice on national priorities and data resulting from research being carried out by Wildlife Service personnel or via contract.
- 2) Personnel and equipment, as they become available.
- 3) Funding as it becomes available. There is no guarantee of Wildlife Service funding in any subsequent fiscal year through this Interagency Agreement.
- 4) Advice resulting from other Wildlife Service public education programs.

The Forest Service will provide:

- 1) Advice on national priorities and data resulting from past and ongoing Forest Service research and management of Kirtland's warbler habitat.
- 2) Recommendations on public education needs arising from experience with extensive public contacts on the Huron-Manistee National Forests.
- 3) Personnel and equipment, as they become available.
- 4) Funding as it becomes available. There is no guarantee of Forest Service funding in any subsequent fiscal year through this Interagency Agreement.

5) Advice resulting from other Forest Service public education programs.

IV. PERIOD OF PERFORMANCE

The period of performance of the Interagency Agreement is from the date of signature by both parties until September 30, 1993. This agreement can be extended by the mutual consent of both parties.

Reports covering work carried out under this Interagency Agreement are to be furnished to the cooperating party within 90 days following the completion of the work.

V. FINANCIAL ADMINISTRATION

When funding becomes available to the Wildlife Service it will be transferred to the Forest Service for use on high priority projects which have been jointly selected. The Forest Service shall provide a summation of expenditures of Wildlife Service funds for each joint project within 45 days of the close of each fiscal year and within 45 days of the termination of this Interagency Agreement. Any Wildlife Service funds remaining at the close of the period of performance of this Interagency Agreement must be returned to the Wildlife Service. Alternatively, if this Interagency Agreement is extended, such funds may continue to be used by the Forest Service during the extension period.

The Wildlife Service hereby provides \$2,500 for the initial efforts, as identified in the previous paragraph, and also agrees to act as contracting agency for the administration of any contracts, purchase orders, or other expenditures made outside of the agencies while carrying out the activities covered by this Interagency Agreement.

VI. PROJECT OFFICERS

Project officer, for the purpose of administering this agreement, including the receiving and reviewing of reports and handling of termination notices, are:

For the Wildlife Service: Mr. William F. Harrison, Acting Chief
Division of Endangered Species
U.S. Fish and Wildlife Service
Federal Building, Ft. Snelling
Twin Cities, Minnesota 55111
(612/725-3276)

For the Forest Service: Mr. Kenneth R. Ennis
Huron-Manistee National Forests
421 S. Mitchell Street
Cadillac, MI 49601
(616/775-2421)

VII. SPECIAL PROVISIONS

1. Nothing in this Interagency Agreement shall be construed as obligating the Wildlife Service or the Forest Service to expend, or as involving the United States in any contracts or other obligation for future payment of, money in excess of the appropriations authorized by law.

2. The U.S. Fish and Wildlife Service General Provisions for Grants and Cooperative Agreements, dated August 1985, are applicable to this Interagency Agreement and are hereby incorporated by reference.

VIII. TERMINATION

This agreement may be terminated with the consent of both organizations with a written 30-day advance notice.

VIII. SIGNATURES

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

Regional Director
U.S. Fish and Wildlife Service

Date

Acting Forest Supervisor
Huron-Manistee National Forests

Date