

COOPERATIVE AGREEMENT  
(Act of 6/30/14 - 38 Stat. 430)

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1962, by and between the \_\_\_\_\_, hereinafter referred to as the Cooperator, and the Forest Supervisor, Lower Michigan N.F., U.S. Department of Agriculture, Cadillac, Michigan, hereinafter known as the Forest Service, WITNESSETH:

WHEREAS, the Cooperator desires to assist the Forest Service in the development and maintenance of the Kirtland's Warbler Management Area for the preservation of this rare species, and

WHEREAS, Forest Service is responsible and desires to intensify the wildlife habitat improvement phase of its multiple-use program, and has established the Kirtland's Warbler Management Area on the Mio and Harrisville Districts of the Huron National Forest for the development of suitable nesting habitat for the Kirtland's Warbler, and

WHEREAS, this rare species which only nests in scattered locations in North Central Michigan, of which the center of its range and some of the best habitat is found on the Huron National Forest, and

WHEREAS, there is need for such management and habitat improvement to prevent the possible extinction of this species, and the Forest Service welcomes the assistance of the Cooperator in this program.

NOW, THEREFORE, it is agreed as follows:

The Cooperator Agrees:

*the Treasury of the United States, to be credited to*

1. To deposit into the Cooperative Work Fund, Forest Service such sums as may be agreed upon by both parties, estimated to be <sup>in amounts of</sup> about \$100.00 per year. Deposits are to be made by remittances drawn payable to the Forest Service, USDA, and mailed direct to the Regional Fiscal Agent, U.S. Forest Service, 710 North Sixth Street, Milwaukee 3, Wisconsin. Payments must be received at Milwaukee, Wisconsin prior to doing any of the work described herein.

2. To encourage and promote the cooperation and preservation of this species, and the development of this area in its civic programs, literature, and meetings.

3. That it shall not acquire any title to any of the improvements or special interest or consideration in the benefits resulting from these projects.

4. To recognize the multiple use and coordinated management plans of the Forest Service in the selection and approval of projects to be financed.

The Forest Service Agrees:

1. To prepare work plans for the accomplishment of improvement projects financed by the Cooperator, in accordance with work planning procedures of the Forest Service. A copy of these plans will be furnished to the Cooperator for its information and approval.
2. To use deposits, furnished by the Cooperator, in accordance with the above plans to finance labor, material, and other direct costs for the development and maintenance of projects. No charge will be made to cover overhead and supervision costs.
3. To keep the Cooperator currently informed of accomplishments, status, condition, and needs of the cooperative projects.

It is mutually agreed:

1. That funds made available by the Cooperator can be combined with regular Forest Service, Wildlife Funds, in financing the development of the project area in accordance with the Management Plan for the Kirtland's Warbler Management Area (Reference 2650).

2. That the Management Plan for the development of this area will be subject to changes, which, through adequate research, will improve habitat conditions for the benefit of the Kirtland's Warbler.

3. Nothing contained in this agreement, nor contributions by the Cooperator into the Cooperative Work Fund, shall entitle the Cooperator to any share or interest in the area involved other than the right to use subject to the rules and regulations of the Forest Service.

4. Unexpended funds remaining at the completion of an approved project will be retained and applied to additional projects. However if balances are available at the termination of this agreement, they will be refunded to the Cooperator.

5. That nothing in this agreement shall require the Forest Service to perform any service or expend any funds in the absence of an appropriation therefor by the Congress.

6. 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.

7. That, this agreement will become effective upon date of approval of the Kirtland's Warbler Management Plan and establishment of the area under Forest Service rules and regulations.

multiple use management procedures.

*Plans no part in Agreement. Why*

*Why not date of Department + clause not necessarily needed.*

8. That, this agreement, <sup>will be effective until Jan 1, 1972, but</sup> may be terminated upon 90 days written notice from either party to the other, <sup>and in the event of such termination</sup> any unobligated deposited funds remaining on <sup>the</sup> such date of termination will be refunded to the Cooperator.

*Why not include period  
agreement will be  
effective as it  
can be auto-  
matically terminated (if  
desired) 5 or  
10 years  
hence.*

IN WITNESS WHEREOF, the parties hereto have executed this agreement in triplicate, on the day and year first above written.

U.S. FOREST SERVICE

\_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title Forest Supervisor

*Note: Red inked items only were included on draft  
returned to the Lower Michigan. H10*

*(Handwritten mark)*