

MEMORANDUM OF UNDERSTANDING



Department of Natural Resources
State of Michigan

Fish and Wildlife Service
U.S. Department of the Interior

This Memorandum of Understanding (MOU), entered into by and between the Department of Natural Resources, State of Michigan, hereinafter called the DNR, under Sections 3.321 and 299.201 of Michigan Compiled Laws, and the Fish and Wildlife Service, United States Department of the Interior, hereinafter called the FWS, acting by and through the Regional Director, Region 3, under the Authority of the Endangered Species Act (87 Stat. 889; 16 U.S.C. 1531-1543 ad amended); the Migratory Bird Conservation Act of February 18, 1929 (45 Stat. 1222 et seq.), as amended (16 U.S.C.715-715r); The National Wildlife Refuge System Administration Act of October 15, 1966 (80 stat. 927), as amended (16 U.S.G. 668dd-668jj); and in accordance with the policy of cooperation with the various states expressed in Section 6 of the Endangered Species Act.

WHEREAS, the DNR has been created under the laws of the State of Michigan to provide an adequate and flexible system for the protection, development and use of natural communities that include lakes, streams, fish, wildlife, plant life, endangered and threatened species, and other outdoor resources and,

WHEREAS, the FWS has as its responsibility the management of migratory birds and the recovery of endangered and threatened species and seeks

to maintain and increase populations of the endangered Kirtland's Warbler so they may continue to exist on earth, and WHEREAS, the DNR has a responsibility for management of the Kirtland's Warbler and other wildlife within the boundaries of the State of Michigan and,

WHEREAS, it is the mutual desire of the DNR and FWS to work in harmony for the purpose of cooperatively acquiring and managing Kirtland's Warbler habitat in Michigan in order to maintain and increase populations for recovery of the species and the best interests of the people of Michigan and of the United States.

The Department of Natural Resources and the Fish and Wildlife Service Mutually Agree:

1. To cooperate in planning, and implementation of a program to acquire and manage lands for Kirtland's Warbler habitat in the State of Michigan for the expressed purpose of maintaining and increasing the population of Kirtland's Warbler, and these lands will be known as Kirtland's Warbler Wildlife Management Areas.
2. To cooperate in identifying Kirtland's Warbler habitat in Michigan, and delineate, for fee and/or easement acquisition, lands of high nesting habitat capabilities. Parcels so selected for habitat acquisition shall be prioritized on an acquisition list. A total of 7,700 acres will be acquired as funds and willing sellers owning land so listed become available.

3. To negotiate a land exchange that will allow for the eventual transfer of the acquired priority lands to the State in exchange for equal valued state-owned land in a single designated area with similar critical habitat.
4. To cooperate in preparing guidelines for the management of lands acquired under this program for the recovery of the Kirtland's Warbler.
5. To review the program annually including land management progress, and future program direction.
6. That each and every provision of the Cooperative Agreement is subject to the laws of the State of Michigan and the United States.
7. That when the DNR becomes directly involved in the management of lands acquired under this program, the FWS shall still retain primary jurisdiction and be principally responsible for the management of these lands as part of the National Wildlife Refuge System.

8. The FWS Regional Director and the Director of the Michigan DNR shall reconcile any program disagreements.
9. That nothing in this MOU shall be construed as obligating DNR or the State of Michigan in the expenditure of funds or for the future payment of money in excess of appropriations authorized by law.
10. That nothing in this MOU shall be construed as obligating the FWS to expend, or as involving the United States in any contracts or other obligations for the future payment of money in excess of the appropriations authorized by law.
11. That this MOU shall become effective as soon as signed by the parties hereto and shall continue in force until terminated by either party upon thirty (30) days written notice to the other of intentions to terminate upon a date indicated.
12. That amendment to this basic MOU may be proposed by either party and shall become effective upon approval by both parties.

