

INTERAGENCY AGREEMENT  
 between the  
 DEPARTMENT OF DEFENSE  
 MILITARY AFFAIRS  
 MICHIGAN NATIONAL GUARD  
 and the  
 USDA-FOREST SERVICE, HURON-MANISTEE NATIONAL FORESTS

I. AUTHORITY

This Interagency Agreement is made and entered into between the Department of Military Affairs, Michigan National Guard, hereinafter referred to DEPARTMENT OF MILITARY AFFAIRS 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 Economy Act of June 30, 1932 - 31 U.S.C. 1535, Sec. 601, Cooperative Funds Act of June 30, 1914 - 16 U.S.C. 498, and Granger-Thye Act of April 24, 1950 - 16 U.S.C. 572.

II. PURPOSE

This Interagency Agreement is entered into between the Forest Service and Department of Military Affairs to develop a computer based, spatially explicit, population model for the Federally endangered Kirtland's warbler (*Dendroica kirtlandii*). The model will analyze consequences of various management decisions and provide an objective, repeatable and demonstrable method for making these decisions. The model will be used to evaluate management plans for warbler habitat on Camp Grayling lands and adjacent Federal and State lands.

III. BACKGROUND

Kirtland's warblers nest primarily on USDA-Forest Service lands, Michigan Department of Natural Resources lands, and land managed by the Department of Military Affairs in portions of Alcona, Crawford, Iosco, Kalkaska, Ogemaw, Oscoda and Roscommon Counties in Michigan. The Fish and Wildlife Service, Forest Service, Michigan Department of Natural Resources, and Department of Military Affairs 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. Accept \$90,000 from Department of Military Affairs for costs incurred in development of the simulation model as provided in the attached financial project plan.

2. Designate Rex Ennis, Wildlife Biologist, as project coordinator and point of contact (616-775-2421) for the Forest Service, and Gregory Huntington, Manager, Environmental as contact person (517-483-5565) for the Department of Military Affairs and Jon Bart (614-292-8088) as the contact person for Ohio State University.
3. Provide annual progress reports and an expenditure report to the Department of Military Affairs, Attention: Mr. Gregory Huntington.

B. The Department of Military Affairs shall:

1. Contribute funds in the amount of \$90,000 to the USDA-Forest Service for the Kirtland's warbler model development.
2. Deposit funds to the following address:  
 USDA-Forest Service  
 Huron-Manistee National Forests  
 ATTN: Collection Officer  
 1755 South Mitchell Street  
 Cadillac, Michigan 49601
3. Make check payable to: USDA-Forest Service
4. Designate Gregory Huntington, Manager, Environmental, Department of Military Affairs as the contact person.

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, 1997.
2. Parties cooperating in this project include: USDA-Forest Service, Huron-Manistee National Forests; Department of Military Affairs, 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.
4. 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.
5. 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.

6. 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.
7. 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.

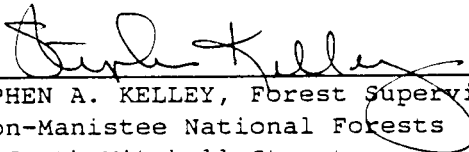
V. EFFECTIVE DATE

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



DATE: 5 Jun 95

ROBERT V. TAYLOR  
BG, MIARNG  
Assistant Adjutant General



DATE: 6/19/95

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

FINANCIAL PROJECT PLAN  
Department of Military Affairs

FOREST SERVICE CONTRIBUTION

	F.S. IN-HOUSE COSTS	F.S. PAYMENT TO PARTNER	TOTAL	GRAND TOTAL
SALARIES	\$ <u>2040</u>	\$ _____	\$ <u>2040</u>	
TRAVEL	\$ _____	\$ _____	\$ _____	
SUPPLIES	\$ <u>100</u>	\$ _____	\$ <u>100</u>	
EQUIPMENT USE	\$ <u>100</u>	\$ _____	\$ <u>100</u>	
TOTAL DIRECT COST	\$ _____	\$ _____ 1/	\$ _____	
ADD: INDIRECT COST	\$ _____		\$ _____	
<b>TOTAL FS CONTRIBUTION</b>			\$ <u>2240</u>	<u>\$2,240</u>

PARTNER CONTRIBUTION

	PARTNER IN-HOUSE COSTS	PARTNER PAYMENT TO F.S.	TOTAL	GRAND TOTAL
SALARIES	\$ <u>500</u>	\$ _____	\$ <u>500</u>	
TRAVEL	\$ <u>100</u>	\$ _____	\$ <u>100</u>	
SUPPLIES	\$ <u>250</u>	\$ _____	\$ <u>250</u>	
EQUIPMENT USE	\$ _____	\$ _____	\$ _____	
TOTAL DIRECT COST	\$ _____	\$ <u>90,000</u> 2/	\$ <u>90,000</u>	
ADD: INDIRECT COST		\$ _____	\$ _____	
ADD: VALUE OF VOLUNTEER LABOR		\$ _____	\$ _____	
<b>TOTAL PARTNER CONTRIBUTION</b>			\$ <u>90,850</u>	<u>\$ 90,850</u>
<b>PROJECT TOTAL</b>				<u>\$ 93,090</u>

Total FS Share	_____ 2 % of Project Value	Acres _____	Structures _____
Total Partner Share	_____ 98 % of Project Value	Acres _____	Structures _____
Report	_____ 1	Report	_____ 1
		<b>ACCOMPLISHMENT TOTAL:</b>	_____ 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/).

MANAGEMENT CODE: \_\_\_\_\_  
OBLIGATION CARRIED BY:   S.O.