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August 22, 2017

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Ms. Debra Bills, Field Supervisor  
United States Fish and Wildlife Service  
Ecological Services  
2005 NE Green Oaks Blvd., Suite 140  
Arlington, Texas 76006

*Debra*  
Dear Ms. Bills:

Enclosed is the signed Cooperative Management Agreement between U.S. Fish and Wildlife Service and Texas Parks and Wildlife Department (TPWD) for monitoring and managing the black-capped vireo.

TPWD appreciates your continued support of this program. If you should have any questions regarding this agreement, please contact Dr. Craig Farquhar, Endangered Species Grants Coordinator, at 512-389-4933 or by email [craig.farquhar@tpwd.texas.gov](mailto:craig.farquhar@tpwd.texas.gov). It is our pleasure to continue in cooperation with USFWS as we strive to protect and conserve our rare, threatened and endangered species. Thank you.

Sincerely,

Carter Smith  
Executive Director

CS:dj

Enclosure

cc: Ms. Ann Bright  
Mr. Ross Melinchuk  
Mr. Clayton Wolf  
Mr. Craig Farquhar  
Mr. Cliff Shackelford



# United States Department of the Interior

## FISH AND WILDLIFE SERVICE

Ecological Services  
2005 NE Green Oaks Blvd., Suite 140  
Arlington, Texas 76006

July 27, 2017

Mr. Carter Smith  
Executive Director  
Texas Parks and Wildlife Department  
4200 Smith School Road  
Austin, Texas 78744

*Carter*  
Dear Mr. Smith:

The U.S. Fish and Wildlife Service is pleased to transmit the final Cooperative Management Agreement (CMA) between the Service and the Texas Parks and Wildlife Department for monitoring and management of the black-capped vireo. The CMA provides a commitment on the part of our agencies to implement post-delisting monitoring for the species, as well as management actions as necessary.

The CMA will provide assurances that the biological status of the black-capped vireo will continue to improve and that the post-delisting monitoring plan, which is expected to be published soon, will be effective to detect trends over time. At your earliest convenience, please sign the enclosed CMA and return it to my office.

We appreciate the time and dedication of your staff in providing assistance in development of the CMA. Should you have any questions, please call me or Omar Bocanegra of my staff at 817-277-1100.

Sincerely,

Debra Bills  
Field Supervisor

cc: Ross Melinchuk, TPWD, TX (electronic copy)  
Craig Farquhar, TPWD, Austin, TX (electronic copy)  
Cliff Shackelford, TPWD, Nacogdoches, TX (electronic copy)  
Assistant Regional Director – ES, Albuquerque, NM (Attn: J. Smith-Castro) (e-copy)

## COOPERATIVE MANAGEMENT AGREEMENT

Between

**U.S. Fish and Wildlife Service  
Arlington Ecological Services Office**

And

**Texas Parks and Wildlife Department**

For

**Monitoring and Management of the Black-capped Vireo (*Vireo atricapilla*)**

### Background

The mission of the U.S. Fish and Wildlife Service (Service) is working with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people. The Service administers the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

The mission of the Texas Parks and Wildlife Department (TPWD) is to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations. The recovery of the black-capped vireo was due in large part to the efforts of TPWD, which manages breeding populations on multiple properties in Texas.

The black-capped vireo was proposed for removal from the List of Endangered and Threatened Wildlife on December 15, 2016, due to recovery (81 FR 90762). The known threats to the species have been reduced or are adequately managed to the point that the species no longer meets the definition of endangered or threatened. Within the eastern portion of the species' range, management of habitat and cowbird control is necessary for optimal population health. Additional information on the black-capped vireo's biology, resource needs, and status can be found in the *Species Status Assessment Report for the Black-capped Vireo* and the proposed rule available at [www.fws.gov/southwest/es/ArlingtonTexas/bcvi.htm](http://www.fws.gov/southwest/es/ArlingtonTexas/bcvi.htm).

The Act requires that a post-delisting monitoring (PDM) plan be developed in cooperation with the States to monitor the status of all species that have been delisted due to recovery. In

cooperation with States and other partners, the Service has developed a PDM plan to monitor the black-capped vireo and conduct ongoing management actions, as necessary.

### Purpose

The TPWD has served a significant role in the recovery of the black-capped vireo and has been an important conservation partner to the Service. Therefore, the goal of this Cooperative Management Agreement (CMA) is to jointly commit to the implementation of ongoing management of habitat and brown-headed cowbirds determined to be necessary to ensure optimal health of the black-capped vireo after it is delisted. Implementation of the PDM is expected to provide the necessary monitoring data to evaluate the status of the species over the PDM period and identify whether the species is thriving, additional management is needed, or the species needs to be evaluated for relisting. The role and responsibilities of the TPWD is described in Section II of the PDM plan.

This CMA is entered into between the Service and TPWD. The purpose of the CMA is to implement management of the black-capped vireo on lands managed by TPWD sufficient to prevent reaching monitoring thresholds established in the PDM plan. The PDM plan provides details on monitoring black-capped vireo abundance and brown-headed cowbird parasitism, among other residual threats, that are necessary to evaluate the status of the species for a 12-year period.

### General Provisions

1. It is recognized by both parties that the recovery of the black-capped vireo is in part a result of effective management practices developed and refined by multiple stakeholders. It is also recognized that the majority of the known breeding localities within the U.S. occur on publically-managed or protected lands. Therefore, the Service and TPWD agree that effective management actions, as well as monitoring of the species, are appropriate to include in the PDM plan. As partners in development of the PDM plan and signatories of this CMA, both parties commit to using available resources within their authorities to implement the provisions of the PDM plan to the fullest extent possible.
2. Whereas both parties own or manage lands occupied by the black-capped vireo, it is agreed to continue ongoing habitat and cowbird management on such lands to promote

a healthy population. The goal of habitat management will be to maintain or increase the known population size at each property based on results of monitoring under the PDM plan. The goal of cowbird control will be to maintain parasitism rate below 40% of nests averaged over 6-year periods based data collected under the PDM plan.

3. The PDM plan is a cooperative effort between the Service and its partners. There are no funds specifically allocated to implement the plan. As such, both parties agree to work together to utilize grants or other existing mechanisms to secure funding for PDM activities. However, both parties expect that many PDM activities will be accomplished as "in-kind" contributions carried out by respective staff under existing authorities. In any case, this plan should not be construed as a commitment or requirement to obligate funding in violation to any laws or regulations pertinent to each party. Additionally, for Federal agencies including the Service, the expenditure of funds is expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. 1341). No obligation undertaken by the Service or other Federal agency under the provisions of this CMA or the PDM plan will require or be interpreted as a commitment to expend funds not obligated for that purpose.
4. The PDM plan may conclude in one of four possible scenarios detailed in Section IX – Conclusion of PDM of the plan. Following the conclusion of the plan and prior to cessation of any activities agreed upon in this CMA, both parties agree to discuss the status of the species, the need for extending the CMA for the purpose of long term species management, and updating provisions of the CMA and management practices based on new science and techniques.
5. The parties agree to utilize their existing authority to promote the implementation of effective management and monitoring activities to other stakeholders within the range of the species.
6. Nothing in this CMA shall limit the ability of Federal and State conservation authorities to perform their lawful duties and conduct investigations as authorized by statute and by court guidance and direction.
7. The parties agree to work together in good faith to resolve any disputes using resolution procedures agreed upon by the parties.

8. Parties are not liable in damages for any breach of this CMA, any performance or failure to perform an obligation under this CMA, or any other cause of action arising from this CMA.
9. This CMA may be re-evaluated as needed and amended or renewed by mutual consent of the parties. If amended, any additional provisions will either be attached as an appendix to this CMA or incorporated through revision.
10. This CMA shall become effective beginning on the date of the last signature below and shall remain in effect for the duration of the PDM plan and any agreed upon extensions.

**U.S. Fish and Wildlife Service**

Debra T. Bills

Debra Bills, Field Supervisor, Arlington Field Office

Date: 7/27/17

**Texas Parks and Wildlife Department**

Carter Smith

Carter Smith, Executive Director

Date: 21 August 2017

**Charlotte Tucker**

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**From:** Craig Farquhar  
**Sent:** Monday, July 31, 2017 9:01 AM  
**To:** Charlotte Tucker  
**Subject:** FW: BCVI Cooperative Mgmt Agreement

Charlotte, I'm bringing down the printed copy. Would you mind routing this per Ann's instructions below?

Craig

***Dr. C. Craig Farquhar***

Endangered Species Grants / Avian Ecologist  
Wildlife Division  
Texas Parks and Wildlife Department  
4200 Smith School Rd.  
Austin, Texas 78744  
(512)389-4933  
Section 6 Grant Program

*"Come forth into the light of things, let Nature be your teacher."* William Wordsworth

**From:** Ann Bright  
**Sent:** Sunday, July 30, 2017 3:10 PM  
**To:** Craig Farquhar <Craig.Farquhar@tpwd.texas.gov>; Ross Melinichuk <Ross.Melinichuk@tpwd.texas.gov>  
**Cc:** Clayton Wolf <Clayton.Wolf@tpwd.texas.gov>; Julie Wicker <Julie.Wicker@tpwd.texas.gov>  
**Subject:** RE: BCVI Cooperative Mgmt Agreement

Craig,  
Thanks for handling this. Would you mind preparing a printed copy of this an routing through Legal, Purchasing and Contracting (for monitoring only), and the appropriate chain of command. Thanks!

--Ann