

## COOPERATIVE MANAGEMENT AGREEMENT

Between

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

And

**The Nature Conservancy, Texas Chapter**

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 Nature Conservancy, a District of Columbia nonprofit corporation, is to conserve the lands and waters on which all life depends. The Nature Conservancy has long worked with the Service and enters this CMA through its Texas Chapter (TNC-TX) to further joint conservation objectives.

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

TNC-TX 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 TNC-TX is described in Section II of the PDM plan.

This CMA is entered into between the Service and TNC-TX. The purpose of the CMA is to implement management of the black-capped vireo on lands managed by TNC-TX 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 TNC-TX 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 and discretion 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. The efforts of TNC-TX under this CMA are limited to its Love Creek Preserve (Bandera County), Barton Creek Habitat Preserve (Travis County), Dolan Falls Preserve (Val Verde County), and Independence Creek Preserve (Terrell County) and other appropriate conservation properties that TNC-TX may want to include in the future (TNC-TX Properties).

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 or resources of either party or in violation to any laws, regulations or internal policies and procedures 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. This CMA shall not create any federal interest in or other encumbrance of the TNC-TX Properties or restrict or limit the conservation efforts by TNC-TX at TNC-TX Properties or otherwise. Further, the parties acknowledge that the

activities of TNC-TX under this CMA are subject to all restrictions, exceptions, easements, encumbrances, and ordinances that affect the TNC-TX Properties.

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 activities 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 until the earlier of December 31, 2030 or the termination 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: 10/3/17

**The Nature Conservancy, Texas Chapter**

Dan Snodgrass  
Dan Snodgrass, Director of Land and Agriculture

Date: 10/5/17