

AUTHENTICATED
Interagency Agreement
Contract No. 00-UGPR-34
U.S. Fish and Wildlife Service

UNITED STATES
DEPARTMENT OF ENERGY
WESTERN AREA POWER ADMINISTRATION

Pick-Sloan Missouri Basin Program-Eastern Division

INTERAGENCY AGREEMENT
BETWEEN THE U.S. FISH AND WILDLIFE SERVICE
NORTH DAKOTA FIELD OFFICE AND THE WESTERN AREA POWER
ADMINISTRATION
(Pallid Sturgeon Recovery Plan)

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<u>Section</u>	<u>Title</u>	<u>Page</u>
1.	Preamble	1
2.	Explanatory Recitals	1
3.	Agreement	3
4.	Termination of Existing Agreement	3
5.	Term of Agreement	3
6.	Western's Responsibilities	
7.	Annual Projects and Responsibilities	3
8.	Payment Procedures	3
9.	Authorized Representatives of the Parties	3
10.	Contingent Upon Appropriations	4
11.	Exhibits Made Part of Agreement	4
	Signatures	5

Exhibit A (Annual Projects, Responsibilities and Payment Procedures)

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1. PREAMBLE: This Interagency Agreement (Agreement) is made this 28th day of June, 2000, pursuant to the Acts of Congress approved June 17, 1902 (32 Stat. 388), December 22, 1944 (58 Stat. 887), August 4, 1977 (91 Stat. 565), and Acts amendatory or supplementary to the foregoing Acts between the UNITED STATES OF AMERICA, acting by and through the Administrator, Western Area Power Administration (Western), Department of Energy, hereinafter called Western, represented by the officer executing this Agreement or a duly appointed successor, hereinafter called the Contracting Officer, and the U.S. Fish and Wildlife Service (FWS), of the Department of Interior, hereinafter called the Contractor or FWS, its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called Parties.

2. EXPLANATORY RECITALS:

2.1 The Pallid Sturgeon was listed as an endangered species on September 6, 1990, (55 FR 3661) pursuant to the Endangered Species Act of 1973 (Act)

(16 U.S.C. § 1531-1544) as amended. The range of the Pallid Sturgeon overlays three FWS regions. Because of the wide range of the Pallid Sturgeon, its believed rarity, numerous threats to species survival, the paucity of information on species life history and habitats, an eight member, multidisciplinary Pallid Sturgeon Recovery Team (Team) was established to develop the Pallid Sturgeon Recovery Plan (Plan).

2.2 The Montana/North Dakota Pallid Sturgeon Recovery Group (Group) is a group of Federal agencies, State agencies, and private entities formed to fund and coordinate research and recovery efforts for the Pallid Sturgeon. The Group will focus its efforts on Pallid Sturgeon upstream of Lake Sakakawea in the Missouri and Yellowstone Rivers and on the Missouri River downstream of Garrison Dam and Lake Oahe, to Gavins Point, South Dakota. The purpose of the Group will be to serve as an advisor to the FWS and other affected entities having management and research responsibility for the Pallid Sturgeon in Montana, North Dakota, and South Dakota. The primary goal of the Group will be to facilitate implementation of recovery actions that will allow downlisting or delisting of the Pallid Sturgeon in Montana, North Dakota and South Dakota. The Group will collaborate with the Team to identify priority research and management needs for the Pallid Sturgeon in Montana, North Dakota and South Dakota. The Group, by consensus, will assign costs for repayment by each member which agrees to accept cost responsibility.

2.3 The FWS is the lead agency in the Group. Western is a participating agency. Western determines the amount of funding that it will commit in support of the Group.

Interagency Agreement
Contract No. 00-UGPR-34
U.S. Fish and Wildlife Service

2.4 This Agreement sets forth the principles of cooperation between Western and FWS in preparing the Plan and Western's responsibilities as a participating agency. These responsibilities are assigned by FWS as the lead agency of the Group.

2.5 FWS's projects, responsibilities and payment procedures as the lead agency of the Group will be outlined annually under Exhibit A of this Agreement.

3. AGREEMENT: The Parties agree to the terms and conditions set forth herein.

4. TERMINATION OF EXISTING AGREEMENT: Contract No. 94-BAO-709, dated June 3, 1994, as amended or supplemented, between FWS and Western is hereby terminated as of the effective date of this Agreement.

5. TERM OF AGREEMENT: This Agreement shall become effective on the date of its execution and shall remain in effect until terminated by six (6) months written notice by either Party.

6. WESTERN'S RESPONSIBILITIES: Western shall pay certain costs, as agreed to by Western and the Group, for specific annual projects, responsibilities and payment procedures identified in Exhibit A of this Agreement. Payees will be determined by FWS and specified in Exhibit A of this Agreement.

7. ANNUAL PROJECTS AND RESPONSIBILITIES: The identified projects and agency responsibilities, determined on an annual basis, will be included in Exhibit A.

8. PAYMENT PROCEDURES: The payments on behalf of FWS will be in accordance with the terms in Exhibit A.

9. AUTHORIZED REPRESENTATIVES OF THE PARTIES: Each Party to this Agreement, by written notice to the other, shall designate the representative(s) who is (are) authorized to act in its behalf with respect to those matters contained in this Agreement which are the functions and responsibilities of the Authorized Representative(s) of the Parties. Each Party may change the designation of its Authorized Representative(s) upon oral notice given to the other, confirmed promptly by written notice.

10. CONTINGENT UPON APPROPRIATIONS: Where activities provided for in this Agreement extend beyond the current fiscal year, continued expenditures by either Party are contingent upon Congress making the necessary appropriations required for the continued performance of obligations under this Agreement. The failure of Congress to make such appropriation releases a Party from its contractual obligations and from all liability for failure to perform.

11. EXHIBITS MADE PART OF AGREEMENT: Exhibit A attached hereto, is hereby made a part of this Agreement and shall be in force and effect in accordance with its terms until superseded by a subsequent exhibit.

Interagency Agreement
Contract No. 00-UGPR-34
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed the day and year first above written.

WESTERN AREA POWER ADMINISTRATION

By

Title

Regional Manager

Address P.O. Box 35800

Billings, MT 59107-5800

IN DUPLICATE

Attest:

By

Title

U.S. FISH AND WILDLIFE SERVICE

By

Title

Acting Regional Director

Address P.O. Box 24586, DFC

Denver, CO 80225-0486