

# Memorandum of Understanding

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE BUREAU OF LAND MANAGEMENT**

**CALIFORNIA DESERT DISTRICT**



**AND**

**BAT CONSERVATION INTERNATIONAL**



# Memorandum of Understanding

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## I. AUTHORITY:

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between BAT CONSERVATION INTERNATIONAL, INC., hereinafter referred to as BCI, and the CALIFORNIA DESERT DISTRICT, BUREAU OF LAND MANAGEMENT, U.S. Department of the Interior, hereinafter referred to as the CDD, under the provisions of the Federal Land Policy and Management Act (43 U.S.C. section 1701-1782), as amended.

## II. PURPOSE

This MOU establishes a policy of cooperation and coordination between the CDD and BCI to identify, document and maintain bat populations and their habitats, including abandoned mine land (AML) sites, on public lands administered by CDD and its Field Offices in the best interest of the people in California and the United States.

## III. INTRODUCTION

The CDD has a long history of commitment to protecting the environment and the natural resources that have been entrusted to its care as it accomplishes its primary mission of multiple resource management. CDD wishes to receive technical assistance in techniques for improving management of bat populations and their habitats, and to gain access to a nationwide network of compatible data and support for assessing the significance of bat populations and habitats found on public lands managed by CDD.

BCI actively promotes conservation, education, and research initiatives involving bats and their ecosystems. This mission is accomplished by conducting and supporting studies of bats in their natural habitats, contributing to development and implementation of better bat conservation strategies, and educating people around the world about the critical role that bats play in environmental and economic health. BCI provides information and services to scientists, land managers, and the public and solicits and receives donations and funds to achieve its purposes.

Both BCI and the CDD have responsibilities and interests in the management of wildlife and their habitats. Both parties agree that wildlife habitats need to be conserved and managed to protect wildlife and to meet the growing public demand for wildlife conservation and related scientific opportunities. Furthermore, BCI and CDD desire to assist each other in conducting inventories, monitoring, and research; initiating actions that will increase the productivity of bats and enhance their habitats; and educating the public about the roles and values of bats in ecosystems on public lands managed by the CDD.

NOW THEREFORE, in consideration of these interests, the parties agree as follows:

## IV. THE CDD SHALL

- a. Communicate the establishment of this MOU to CDD Field Offices.

# Memorandum of Understanding

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- b. Characterize the structure of caves or AMLs first before any actions. During the site visit the BLM field biologist or contracted biologist will determine if remedial activities will impact wildlife resources or habitat. The type of cave or AML site activities to be performed determines which regulations guide the site activities. In general, BLM follows National Environmental Policy Act procedures when conducting activities to address physical safety issues at sites where activities have wildlife impacts. When an imminent physical safety emergency occurs, the BLM shall conduct NEPA procedures concurrently or as soon as possible after the fact. Physical safety risk emergencies may be categorically excluded from NEPA compliance.
- c. Continue to fence and sign caves, shafts, adits, and other abandoned mine openings to provide a basic level of safety for the public and give the BLM and its partners time to design a permanent solution and address wildlife concerns.
- d. Continue to use BCI standard designs for bat gates and cupolas.
- e. Follow BCI standard protocols to exclude wildlife from caves or abandoned mines before closing a cave or an abandoned mine under BLM staff supervision.
- f. Provide leadership for planning, implementing, and monitoring work undertaken pursuant to this agreement and supplemental agreements for technical and economical feasibility in accordance with Bureau policy.
- g. Designate a point of contact for coordination with BCI at the California Desert District Office.
- h. Provide BCI representatives at the end of each fiscal year with a summary report of project accomplishments executed under this agreement and discuss jointly projects planned for the next year.
- i. Identify and evaluate feasible bat conservation proposals and existing projects for additional partnership initiatives with BCI.
- j. Coordinate project planning with appropriate State agencies to ensure that planned projects are consistent with Federal and State management objectives for bats and other Federal and State legal and statutory requirements.
- k. Compensate BCI for their assistance, as mutually agreed upon in supplemental agreements.
- l. Document special matching-fund projects via cooperative agreements and signed by the responsible CDD official and BCI representatives.

V. BCI SHALL

# Memorandum of Understanding

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- a. Provide expertise, labor, materials, and/or funds to implement: agreed-upon inventory, monitoring, and habitat improvement projects; educational outreach and public awareness efforts; or bat-related research as feasible and in accordance with BCI policy.
- b. Designate a point of contact for coordination of BLM-CDD initiatives at BCI, as deemed appropriate.
- c. Enter into separate agreements (e.g. specific collection or donation agreements, volunteer agreements, or contracts) with the CDD to accomplish work developed jointly and supplemental to this agreement. Such work may include training, consultation, inventories, monitoring, habitat improvement projects, education, or research projects.
- d. Refrain from referring to this MOU in commercial advertising or fundraising in a manner that states or implies that the CDD approves or endorses the activities of BCI.
- e. Submit for review in advance to the CDD any proposed news releases to the public media that reference this MOU or any employee, policy, or management action of the CDD.
- f. Communicate the establishment of this MOU to appropriate BCI cooperators and coordinators
- g. Make training in survey, inventory and monitoring techniques bats available to CDD personnel.
- h. Document each project requiring a payment of funds by BCI to the CDD to be signed by the responsible organizational unit line officer of the CDD and a BCI representative using an appropriate agreement.

## VI. MUTUAL AGREEMENT

1. This MOU does not obligate funds or require fiduciary responsibilities from either signatory party. Any endeavor involving reimbursement or contribution of funds between parties to this MOU will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority.
2. This agreement in no way restricts the BLM or BCI from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement and maintenance of wildlife habitat.
3. Nothing in this MOU shall obligate either the BLM or BCI to expend appropriations or enter into any contract or other obligations.
4. 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.

## Memorandum of Understanding

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5. Either party may terminate this agreement by providing a 30-day written notice. Unless terminated by written notice, this agreement will remain in force for ten (10) years and may be extended by participating parties.
6. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

VII. EFFECTIVE DATES

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

U.S. Department of the Interior  
Bureau of Land Management  
California Desert District

Bat Conservation International

  
District Manager

  
Executive Director

2/11/09  
Date

2/13/09  
Date