

MASTER MEMORANDUM OF UNDERSTANDING
between
BAT CONSERVATION INTERNATIONAL
and the
USDI BUREAU OF LAND MANAGEMENT

Attachment 2.

I. AUTHORITY:

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between BAT CONSERVATION INTERNATIONAL, hereinafter referred to as BCI, and the BUREAU OF LAND MANAGEMENT, U.S. Department of the Interior, hereinafter referred to as the BLM, under the provisions of section 307(b) of the Federal Land Policy and Management Act (43 U.S.C. section 1737(b)) and P.L. 98-540 (98 Stat. 2718).

II. PURPOSE:

The purpose of this MOU is to provide a framework for cooperative activities necessary to maintain and enhance the productivity of bats and their habitats on public lands administered by the BLM, in order to improve wildlife habitat management in the best interest of the people of the United States.

III. INTRODUCTION:

Both BCI and the BLM have responsibilities and interests in the management of wildlife and their habitat. The 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.

The BLM manages local and regional habitat for over 3,000 species of wildlife and fish resources in many areas of the Western US. Various species of wildlife are priority species for management in many BLM management plans in those areas. The BLM lands provide abundant opportunities for enhancement and maintenance of important bat habitats. The BLM lands are managed on the basis of multiple use, including wildlife habitat, according to scientific wildlife management principles.

Numerous cooperative opportunities are outlined in BLM strategic plans, for the conservation and management of wildlife and special status species on public lands. These strategic plans were developed to facilitate implementation of Fish and Wildlife 2000.

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BCI was formed to promote conservation of bats and their contribution to the environment, to contribute to the study of bats in their natural habitat, to contribute to the development of improved methods of population studies of bats, and to educate people about the valuable roles and needs of bats. BCI provides information and services to bat scientists, land managers and the public and otherwise solicits and receives donations and funds for the accomplishment of its purposes.

BCI desires to assist the BLM, or have assistance provided through contracts or agreements for the primary purpose of inventorying, monitoring, enhancing the productivity of bats and their habitats, and educating the public as to the roles and values of bats in ecosystem on BLM administered public lands.

It is the desire of both parties to cooperate fully with each other in matters relating to the inventory and monitoring of key bat habitats, education, research and management improvement of bat habitats through development and maintenance activities on BLM lands.

NOW THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. BCI SHALL:

1. Meet at least annually with representatives of the BLM to discuss and agree on guidelines for project proposals to meet the purposes of this agreement.
2. Provide expertise, as well as labor, materials, and/or funds for the implementation of agreed-upon inventory, monitoring, habitat projects, education, or research efforts as feasible and in accordance with BCI policy.
3. Enter into specific collection or donation agreements, volunteer agreements, or contracts with the BLM to accomplish agreed-upon work which will be developed supplemental to this agreement. Such work may include: inventorying, monitoring, habitat projects, education, or research projects.
4. Not refer to this MOU in commercial advertising in a manner which states or implies that the activities of the BCI are approved or endorsed by BLM.
5. Submit for review to BLM prior to release any proposed releases to the public media which reference this MOU or any employee of the BLM or the Department of the Interior.

V. BLM SHALL:

1. Make BLM administered public lands available for the furtherance of this partnership, subject to applicable Federal laws, regulations, land use and activity plans for the affected area, and subject to approval by the authorized officer of the BLM for the area involved.

2. Provide leadership for the planning, implementation, and monitoring of work undertaken pursuant to this agreement and/or supplemental to this agreement.

3. Conduct an annual meeting with BCI representatives to discuss and reach an agreement on project proposals to meet the purposes of this agreement.

4. Provide BCI representatives at the end of each fiscal year with a State Office summary report of project accomplishments with funds deposited under collection agreements executed supplemental to this agreement.

5. Assume operation and maintenance and other management costs and responsibilities upon completion of bat conservation development projects located on BLM lands or, after notification of BCI representatives, enter into agreements with appropriate organizations, including BCI for such operation and maintenance.

6. Enter into specific agreements (including volunteer, collection, and donation agreements) or contracts with BCI or other parties to accomplish agreed upon work projects, which are supplemental to this agreement.

7. Coordinate project planning with appropriate State agencies to ensure that planned projects are consistent with State management objectives for wildlife.

VI. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

1. Each project requiring a payment of funds by BCI to the BLM will be documented and signed by the responsible organizational unit line officer of the BLM and a BCI representative using an appropriate agreement. Funds provided by BCI are intended to supplement monies already earmarked for bat conservation or other wildlife resource management by BLM and are not to be used to reduce present or future BLM budgets.

2. Special matching fund projects will be documented via cooperative agreements and signed by the responsible organizational unit line officer and BCI representatives.

3. All improvements placed on BLM land at the direction of either of the parties shall thereupon become the property of the United States, and shall be subject to the same regulations and administration of the BLM as all other BLM improvements of a similar nature. BCI will be notified by the BLM District Manager of any proposed major change in management of the lands affected by the improvement projects prior to any change in management emphasis.

4. This agreement in no way restricts the BLM from participating with other public and private agencies, organizations, and individuals or from accepting contributions and gifts for the improvement, development, administration, operation, and maintenance of wildlife habitats.

5. Nothing in this agreement shall be construed as obligating the BLM or BCI to expend money, or as involving the United States in any obligation for the present or future payment of money in excess of appropriations authorized by law and administratively allocated for work undertaken pursuant to this agreement and/or supplemental to this agreement.

6. The Government's tort liability shall be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. 2671-80).

7. This agreement may be revised, as necessary, by the issuance of a written amendment, consented to, signed and dated by both parties.

8. Either party may terminate this agreement by providing 60 days written notice.

9. Nothing in this MOU shall be construed as giving BCI or BLM any type of exclusive arrangements to the exclusion or detriment of other interested groups or organizations.

10. No part of this MOU or supplements hereto shall entitle BCI or BLM to any share of interest in activities other than those provided by applicable laws and regulations.

11. During the performance of work undertaken pursuant to this MOU, any supplements hereto, or any specific agreement entered into pursuant to the authority of this MOU, the parties shall not discriminate on the grounds of race, color creed, gender, age, physical, handicap or national origin.

VII. EFFECTIVE DATE:

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

BAT CONSERVATION INTERNATIONAL



Director



President

3-20-93
Date

3/20/93
Date