

MEMORANDUM OF UNDERSTANDING  
CONCERNING THE CONSERVATION OF SPRINGSNAILS  
IN THE GREAT BASIN

AMONG

U.S. DEPARTMENT OF THE INTERIOR  
U.S. GEOLOGICAL SURVEY

AND THE

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

AND THE

NATIONAL MUSEUM OF NATURAL HISTORY  
SMITHSONIAN INSTITUTION

AND THE

U.S. DEPARTMENT OF THE INTERIOR  
NATIONAL PARK SERVICE

AND THE

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

AND THE

U.S. DEPARTMENT OF THE INTERIOR  
FISH AND WILDLIFE SERVICE

AND

THE NATURE CONSERVANCY

## I. PURPOSE

This Memorandum of Understanding (MOU) is among the U.S. Department of the Interior, Fish and Wildlife Service, hereafter referred to as "FWS"; the U.S. Department of the Interior, U.S. Geological Survey, hereafter referred to as "USGS"; the U.S. Department of the Interior, Bureau of Land Management, hereafter referred to as "BLM"; the U.S. Department of the Interior, National Park Service, hereafter referred to as "NPS"; the U.S. Department of Agriculture, Forest Service, hereafter referred to as "FS"; and the National Museum of Natural History, Smithsonian Institution, hereafter referred to as "NMNH"; and The Nature Conservancy, hereafter referred to as "TNC." These organizations are hereby entering into this agreement for the purposes of gathering information and developing management policies to conserve springsnails on federal and TNC land.

This MOU, originated by the USGS under their Species at Risk Program, is intended to facilitate cooperation and participation among the parties to conserve springsnails and their habitats on federal and TNC land throughout the Great Basin. This is an initial step towards the long-range goal of protecting these species and their habitats on federal and TNC land. Short term goals include completing a taxonomic analysis of springsnail populations on federal and TNC land and facilitating the development and implementation of site or species-specific conservation agreements.

## II. OBJECTIVE

Snails of the family Hydrobiidae (Caenogastropoda:Rissooidea) are one of the more diverse groups of naturally occurring aquatic organisms in the United States, totaling about 170 described species. Hydrobiids are gill-breathing, aquatic or semi-aquatic snails restricted to waters of unquestioned permanence and stability, particularly those that are spring-fed (hence their common name, springsnails). They are small (less than 1mm in length) and slow to actively disperse, although they may be passively transported by floods or birds. Due to their unique characteristics, springsnails usually occur as endemic species in single springs or spring (aquifer) systems. Thus occurrence of a substantial population of hydrobiid snails at a locality is a direct indicator of permanence of the aquatic habitat. Despite their minute size, they often are locally abundant and distinctive.

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### III. AUTHORITIES

Whereas: This MOU is among the FWS; USGS; BLM; NPS; FS; NMNH and TNC under the provisions of the:

Federal Land Policy and Management Act of 1976, 43 USC 1737 (a)  
National Park Service Organic Act of 1916, (16 USC) Section 1, 39 Stat 5-35  
Fish and Wildlife Act of 1956 (16 USC 742)  
Fish and Wildlife Coordination Act (16 USC 661-667)  
P.L. 86-517, Multiple Use Sustained Yield Act (16 U.S.C. 528-531)  
P.L. 95-307, Forest and Rangeland Renewable Resources Research Act of 1978 (16 U.S.C. 1600)  
The Endangered Species Act of 1973 (16 U.S.C.)  
Organic Act of March 3rd, 1879 that establishes the United States Geological Survey (43 U.S.C. 31)

Whereas: The Smithsonian Institution, an independent trust establishment, was created by an act of the Congress in 1846 to carry out the terms of the will of James Smithson of England, who had bequeathed his entire estate to the United States of America "to found at Washington, under the name of the Smithsonian Institution, an establishment for the increase and diffusion of knowledge." After accepting the trust property for the United States, Congress vested responsibility for administering the trust in a Smithsonian Board of Regents.

The Smithsonian performs research, educational and other special projects supported by grants and contracts awarded under the cost principles of the OMB Circular A-122, which pertain to non-profit organizations. It is audited by the Defense Contract Audit Agency. This project is being proposed by the Smithsonian in its capacity as a non-profit organization.

Because the Charter of the Smithsonian Institution carried a mandate for the "increase and diffusion of knowledge," any grant or contract that may be awarded as a result of this proposal must be unclassified, in order not to abridge the Smithsonian's right to publish, without restriction, findings that result from the project.

Whereas: The Nature Conservancy is a District of Columbia nonprofit corporation which is organized exclusively for educational, scientific, and charitable purposes as may qualify it for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law). More specifically, the mission of The Nature Conservancy is to preserve plants, animals, and natural communities that represent the diversity of life on Earth by protecting the lands and waters they need to survive. In furtherance of its mission The Nature Conservancy is empowered to enter into agreements with individuals and entities, both public and private, to share information which will further the protection and preservation of plants, animals and natural communities. In

furtherance of its corporate purposes, The Nature Conservancy has all the general powers enumerated in §29-505 of the District of Columbia Nonprofit Corporation Act, as now in effect or as may hereafter be amended, together with the power to solicit grants and contributions for such purposes.

#### IV. RESPONSIBILITIES

For a period of five years (see section V), FWS, USGS, BLM, NPS, FS, NMNH and TNC agree to work cooperatively to gather information and work towards the conservation of springsnails and their habitats on federal and TNC land in the Great Basin.

- A. Specifically; FWS, USGS, NPS, BLM, FS and TNC will, subject to the applicable law, availability of personnel and funds:
1. Develop and implement strategies for conserving springsnails and their habitats (except for USGS).
  2. Develop and implement Conservation Agreements involving appropriate federal, state and/or other interested parties on a site-specific or species-specific basis.
  3. Develop protocols and methodologies for restoration and conservation of springsnail sites.
  4. Keep the participants of this MOU informed of the locations of newly discovered populations of Hydrobiids.
  5. Periodically evaluate the status of sensitive species of springsnails and recommend actions necessary to protect the species, including changes in legal status.
  6. Inform each other of threats to the areas under study, including threats to plants, animals and water quality and quantity.
  7. Participate in events and activities involved in publicizing and explaining the ecology and diversity of springsnails and the need to conserve spring habitats.

B. Specifically, NMNH will:

1. Conduct the taxonomic analysis of springsnail specimens collected at the 400 plus sites in the Great Basin Region as specified in original USGS/NMNH agreement.
2. Provide the results of the taxonomic analyses in a timely manner to signatories of this MOU.
3. Recommend management actions to restore and protects habitats necessary for springsnail survival.

V. ADMINISTRATION

A. Expiration

This MOU shall remain in effect for 5 years from the date when the last party's representative signs the MOU. Any party may terminate its participation in this MOU by sending a written notice of intent to terminate to all other parties. Such notification shall be provided no less than 60 days before the desired termination date. Termination by any party shall in no way effect the administration of the MOU with regard to other signatory parties.

B. Special Terms and Conditions

This MOU in no way restricts participants from involvement in similar activities with other public and private organizations, and individuals.

Nothing in this MOU shall be construed to place a financial commitment upon any party. Actions taken and funds expended to implement this MOU are contingent upon appropriations, priorities, and other constraints. In the event that funding is committed, any obligation of funds will be done under a separate contract, purchase order, grant, or cooperative agreement and must be approved by an official authorized to obligate funds.

Any press releases with reference to this MOU, or the relationship established between the parties of this MOU, shall have prior approval by all parties.

This MOU may be amended by mutual agreement of all parties.

In any commercial advertising done by any of the parties, this MOU shall not be referred to in a manner which states or implies that any party approves of or endorses unrelated activities of any other party.

During the performance of the MOU the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin or disability.

No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise there from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.

## **VI. PRINCIPAL CONTACTS**

### **Geological Survey**

Dave Bornholdt  
U.S. Geological Survey  
12201 Sunrise Valley Drive, Mailstop 300  
Reston, VA 20192  
Phone: (703) 648-4068

### **Bureau of Land Management**

Jack Williams  
Bureau of Land Management  
1387 S. Vinnell Way  
Boise, ID 83709  
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### **Smithsonian Institution**

Robert Hershler  
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Smithsonian Institution  
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**National Park Service**

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National Park Service  
Western Region Office  
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**Forest Service**

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USDA Forest Service  
P.O. Box 96090  
Washington, DC 20090-6090  
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**Fish and Wildlife Service**

Jeri Wood  
Fish and Wildlife Service  
1387 S. Vinnell Way  
Boise, ID 83709  
Phone: (208) 378-5289

**The Nature Conservancy**

Jeff Baumgartner  
The Nature Conservancy  
Western Regional Office  
2060 Broadway, Suite 230  
Boulder, CO 80302  
Phone: (303) 444-1060

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

**Department of the Interior  
U.S. Geological Survey**

Thomas J. Casadevall  
Thomas J. Casadevall  
3-26-98  
Date

**The Nature Conservancy**

Deborah Jensen  
Deborah Jensen  
2 June 1998  
Date

**Department of the Interior  
Fish and Wildlife Service**

Jamie Clark  
Jamie Clark  
November 4, 1998  
Date

**U.S. Department of the Interior  
Bureau of Land Management**

Patrick Shea  
Patrick Shea  
November 6, 1998  
Date

**Department of Agriculture  
Forest Service**

Mike Dombeck  
Mike Dombeck  
July 14, 1998  
Date

**Department of the Interior  
National Park Service**

Robert Stanton  
Robert Stanton  
April 8, 1998  
Date

**National Museum of Natural History  
Smithsonian Institution**

Robert W. Fri  
Robert W. Fri  
FEB 26 1998  
Date



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Department of the Interior  
U.S. Geological Survey

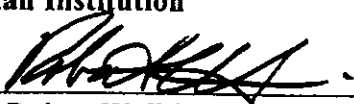
Thomas J. Casadevall

Thomas J. Casadevall

3-26-98

Date

**National Museum of Natural History  
Smithsonian Institution**



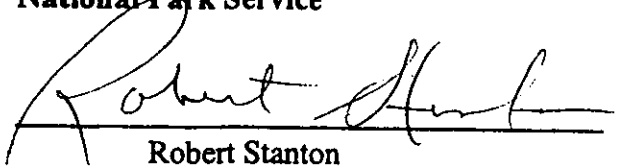
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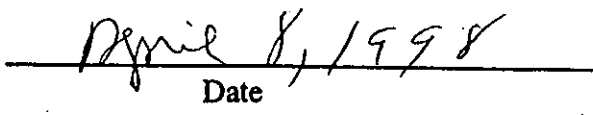
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FEB 26 1998

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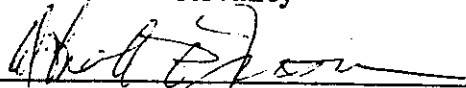
Date

**Department of the Interior  
National Park Service**


  
Robert Stanton

  
Date

**The Nature Conservancy**



Deborah Jensen



Date

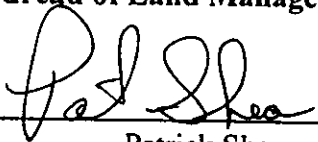
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Department of Agriculture  
Forest Service

Mike Dombeck  
Mike Dombeck

July 14, 1998  
Date

**U.S. Department of the Interior  
Bureau of Land Management**



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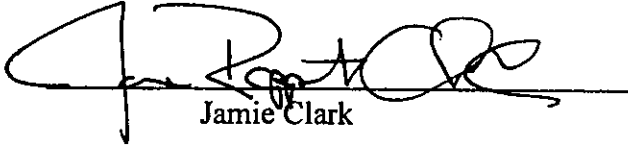
Patrick Shea

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November 6, 1998

Date

**Department of the Interior  
Fish and Wildlife Service**



Jamie Clark

November 4, 1998  
Date

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

Department of the Interior  
U.S. Geological Survey

*Thomas J. Casadevall*

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Thomas J. Casadevall

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Date ~~MAR 26 1998~~