

MEMORANDUM OF UNDERSTANDING

FOR

MAMMOTH CAVE AREA BIOSPHERE RESERVE

The purpose of this memorandum is to reestablish the Biosphere Reserve Advisory Council, hereafter referred to as the Council, in order to continue the facilitation of the exchange of information among those local, state, and federal agencies located within the Mammoth Cave Area Biosphere Reserve (MCABR). Through open discussion and the exchange of information and ideas, the Council serves as the forum for providing recommendations to the Barren River Area Development District (BRADD) Board of Directors for the development of a strategic regional program for sustainable economic development and protection of biodiversity and cultural values. This strategic program should include methods and means for the establishment and implementation of scientifically defensible research; gathering and sharing of technical resource and socioeconomic data among businesses, public agencies, and private citizens; obtaining input from and maintaining dialogue with area constituencies; and identification and education of stakeholders on issues related to regional socioeconomic development, biodiversity, and cultural values.

ARTICLE I. BACKGROUND AND OBJECTIVES

WHEREAS, The United National Educational, Scientific, and Cultural Organization (UNESCO) has established the Man and the Biosphere Program for the purpose of building a harmonious relationship between man and the environment, and the United States cooperates with the international program; and,

WHEREAS, The International Coordinating Council has recognized the Mammoth Cave Area as suitable for developing a model cooperative natural and cultural resource program because of its unique and globally significant natural ecosystem; and,

WHEREAS, Mammoth Cave National Park, within the Department of the Interior, serves as the core area for the Mammoth Cave Area Biosphere; and,

WHEREAS, The signatory parties to this understanding share an interest in promoting the wise use of the area's renewable resources, in conserving and promoting the conservation of its unique and fragile attributes, in supporting environmentally compatible economic development, and in advancing and sharing research programs furthering these mutual interests; and,

WHEREAS, The signatory parties are empowered by various laws and regulations, including, but not limited to, a) 39 Statute 535, as amended 16 U.S.C. 1a-2(g); b) 44 Statute 635, Mammoth Cave Authority; and c) 82 Statute 1098, 5 U.S.C. 531, Intergovernmental Cooperation Act; to enter into cooperative relationships; and,

WHEREAS, The Barren River Area Development District, as designated coordinator, seeks the active participation, support, and assistance of the agencies and instrumentalities identified in this agreement.

ARTICLE II. STATEMENT OF WORK

NOW THEREFORE, in consideration of the stated premises and in the interest of mutual advantages for the attainment of common objectives, the parties to this agreement state their desire to cooperate and mutually agree to the following:

ALL PARTIES AGREE TO:

A. Structure

1. To the extent possible, the BRADD shall provide supportive services to the Council herein established, including administrative and clerical services, housing of records, coordination of interagency activity as requested, and assistance to participatory agencies in pursuing programs jointly or separately.
2. To establish two standing committees to undertake the business of the Council, a Policy Committee (PC) and a Technical Advisory Committee (TAC). Additional ad-hoc committees can be formed as needed.
 - a. The Policy Committee reviews and acts upon the recommendations of the advisory and other committees.
 - i. Membership of the PC shall consist of fifteen members with representation from the six counties comprising the Biosphere Reserve and one member each from the Mammoth Cave National Park, Barren River Area Development District, Western Kentucky University, Mammoth Cave RC&D, Kentucky Transportation Cabinet, Kentucky Climate Center, American Cave and Conservation Association, USDA Natural Resource Conservation Service, and Caveland Environmental Authority.
 - ii. The actions of the Policy Committee will serve as a recommendation to the BRADD Board. The chair of the Policy Committee, who is not otherwise a BRADD Board member, shall serve as an ex-officio at-large member of the BRADD Board of Directors.
 - iii. The Policy Committee designates members to the Technical Advisory Committee. The PC, at its discretion, may identify the number of TAC members and the duration of their membership depending on needs and requirements.
 - b. The Technical Advisory Committee identifies issues, opportunities, and projects and develops proposals for recommendation to the Policy Committee for consideration and action.
 - i. Membership of the Technical Advisory Committee shall not be limited. Representation shall be based upon the expertise brought to the Council from their respective fields.
 - ii. The actions of the Technical Advisory Committee will serve as a recommendation to the Policy Committee.
 - iii. The Policy and Technical Advisory Committees can meet jointly or individually as needed.

3. The Council shall establish a schedule of not less than semi-annual meetings and shall be chaired by a member of the Policy Committee as selected by the Council.

B. Council

1. The Council shall establish program guidelines consistent with the objectives set forth herein.
2. The Council shall cooperate with federal, regional, state and local governments, individuals, and interested organizations and institutions to encourage land use practices that recognize the importance of management of natural resources.
3. The Council shall oversee on-going and comprehensive efforts to identify long-term, sustainable, and ecologically sound, economic development opportunities.
4. The Council shall sponsor, coordinate, or support research and management initiatives that affect the Biosphere Reserve and shall promote dissemination and sharing of resulting information.
5. The Council shall develop voluntary education programs in the area through schools and citizen's groups interpreting the International and Local Man and the Biosphere Program and activities.
6. The Council shall provide guidance to the BRADD in developing support staff and seeking any additional expertise necessary to the Council or participating agencies in achieving the objectives of this agreement.

ARTICLE III. TERM OF THE AGREEMENT

The term of this agreement shall be for a period of five (5) years from the date last written below.

ARTICLE IV. KEY OFFICIALS – Not applicable

ARTICLE V. PROPERTY UTILIZATION – Not applicable

ARTICLE VI. PRIOR APPROVAL – Not applicable

ARTICLE VII. REPORTS AND/OR DELIVERABLES. IF APPLICABLE – Not applicable

ARTICLE VIII. TERMINATION

Any party may terminate participation in this agreement by providing sixty (60) days written notice to all signatory parties.

ARTICLE IX. REQUIRED CLAUSES

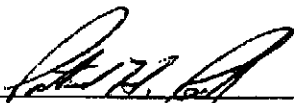
1. **Civil Rights:** During the performance of this Agreement, the participants agree to abide by the terms of U.S. Department of Interior – Civil Rights Assurance Certification, non-discrimination

and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.

2. Officials Not to Benefit: No member 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 this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.
3. Promotions: The Council shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies Governmental, Departmental, Bureau or Government employee endorsement of a product, service or position which the Council represents. No release of information relating to this Agreement may state or imply that the Government approves of the Council's work product, or considers Council work product to be superior to other products or services.
4. Public Information Release: The Council must obtain prior Government approval from Mammoth Cave National Park for any public information releases which refer to the Department of Interior, any bureau, park unit, or employee (by name and title), or this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.


ARTICLE X. AUTHORIZED SIGNATURES

IN WITNESS HEREOF, the parties hereto have signed their names and executed this Memorandum of Understanding.



Pat Reed, Superintendent
Mammoth Cave National Park

3/26/2010
Date



Mayor Howard Garrett, Chairman
Barren River Area Development District

03/22/10
Date

Amendment 1

The March, 2010 Memorandum of Understanding for the Mammoth Cave Area Biosphere Reserve is amended as follows:

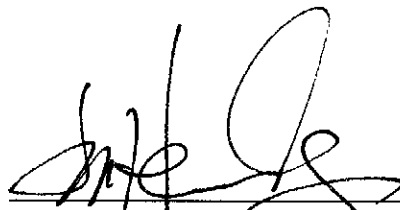
Authorizing up to five additional "At Large" members to the Policy Committee.

Bruce M. Powell

Acting Superintendent Bruce M. Powell
Mammoth Cave National Park

8/27/2012

Date



Judge-Executive Jim Henderson (Simpson County)
Chairman, Barren River Area Development District

8/27/12

Date