



FS Agreement No. 21-MU-11132428-161

Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
Between The
NATIONAL SPELEOLOGICAL SOCIETY
And The
USDA, FOREST SERVICE
CAVE AND KARST MANAGEMENT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the National Speleological Society, hereinafter referred to as “NSS,” and the United States Department of Agriculture (USDA), Forest Service, Cave and Karst Management , hereinafter referred to as the “U.S. Forest Service.”

Background: This MOU reaffirms the partnership as outlined in agreement 16-SU-11132420-117, which expires June 30, 2021.

Title: Collaboration in Managing Cave and Karst Resources

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to establish a national framework upon which the NSS and the U.S. Forest Service may cooperatively plan and accomplish mutually beneficial work projects or activities as they relate to the effective and efficient management of cave and karst resources and cave life. The U.S. Forest Service relies on volunteer assistance from members of organizations interested in cave and karst resources, primarily members of the NSS, to provide manpower and expertise needed to protect and manage these resources, some of which are fragile. Continued or improved management of cave and karst resources on public lands relies on this type of volunteer assistance provided by NSS members throughout the nation.

The NSS is a non-profit membership organization dedicated to the scientific study of caves and karst; protection of caves and their natural contents through conservation, ownership, stewardship, and public education; and promoting responsible cave exploration and fellowship among those interested in caves.

In consideration of the above premises, the parties agree to a cooperative relationship in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both parties believe that increased cooperation will promote better management of cave and karst resources and that these joint efforts will have long-term benefits. This national agreement establishes broad principles to assist the local units of the U.S.



Forest Service in developing agreements, and most importantly, to recognize that such local cooperation represents one of the best ways the U.S. Forest Service has for carrying out its mission of “Caring for the Land and Serving the People.” Cooperation and coordination may involve a wide range of activities including but not limited to education, resource, inventory, research, monitoring, protection, restoration, and other management actions, and cooperative partnerships. By working with partners, the U.S. Forest Service expands its capability to participate in conservation through stewardship, research, and education/outreach. Through Federal laws and regulations, the U.S. Forest Service has major responsibility for conserving biodiversity through the management of fish and wildlife habitats, including caves, and by providing special protection for threatened, endangered, and sensitive species. The Federal Cave Resources Protection Act of 1988 authorizes the U.S. Forest Service to secure, protect, and preserve significant caves including their locations on Federal lands and to foster increased cooperation and exchange of information between governmental authorities and those who use caves for scientific, education, or recreational purposes.

This agreement furthers Forest Service policy, including the following cave policy from Forest Service Manual (FSM) 2356:

- “Protect threatened, endangered, proposed and sensitive, species in accordance with the Endangered Species Act (16 U.S.C. 1531) and FSM 2670”
- “Develop and foster communications, cooperation, and volunteerism with interested publics, Federal agencies, States, and local governments.”
- “Acquire the inventory data needed to manage cave resources...”
- “Establish monitoring activities as needed to assess changes in the cave environment.”
- “Encourage volunteer involvement for projects such as cave mapping, inventorying, planning, monitoring use, guiding, and interpretation through development of adopt-a-cave programs, volunteer agreements, and memoranda of understanding.”

In addition, this agreement furthers Forest Service policy, including the following cave policy from Forest Service Manual (FSM) 2880:

- “Field surveying caves; mapping karst, hydrologic features, and cave resources; dye tracing to determine ground-water flow patterns; determining air flow patterns.”
- “Secure, protect, and preserve significant caves for the perpetual use, enjoyment, and benefit of all people, and to foster increased cooperation and exchange of information with those who utilize caves for scientific, educational, or recreational purposes.”
- “Protect and maintain caves and cave ecosystems in accordance with Federal law and develop volunteer management agreements with the scientific community or recreational caving groups to assist with cave protection....”

In consideration of the above premises, the parties agree as follows:



III. THE COOPERATOR SHALL:

- A. Collaborate with the U.S. Forest Service in to identify, evaluate, manage, and protect cave resources on NFS and other lands for the purpose of maintaining their unique, nonrenewable and fragile biological, geological, hydrological, cultural, paleontological, scientific, and recreational values for present and future generations.
- B. Consult on designation of significant caves as described in the Federal Cave Resources Protection Act of 1988. This includes submitting forms for designation, discussion of caves that need data to support designation, and collecting data to assist in the designation process.
- C. Maintain confidentiality of locations of caves nominated and designated as significant, in accordance with the Federal Caves Resources Protection Act of 1988 16 USC §4301 Sec 5(a) and Title 36, Code of Federal Regulations, part 290.4(a) (36 CFR 290.4).
- D. Collect and share data with the U.S. Forest Service to help manage caves and participate in conservation and restoration activities such as:
 - a. Development of cave management plans.
 - b. Inventory of cave locations and cave resources.
 - c. Notifying the U.S. Forest Service of sensitive resources such as wildlife, geological, paleontological, and archaeological materials found in caves.
 - d. Installation and maintenance of cave gates and signs.
 - e. Assist with monitoring of visitor use and promoting responsible caving techniques.
 - f. Providing surveying and cartographic assistance.
 - g. Providing administrative support for cave resource programs.
 - h. Conducting cave cleanup and restoration projects.
 - i. Conducting research on caves and cave resources.
 - j. Development of cave search and rescue plans.
 - k. Assist with the development of interpretative programs and displays.
- E. Identify in local sub-agreements, as funding and resources are available, how cave and karst resource information and locations will be handled. Local agreements will classify information ownership into two categories:
 - a. Information belonging to the U.S. Forest Service, which is available as public information, unless specifically exempt under the Freedom of Information Act.
 - b. Information belonging to cooperating organizations or volunteers which will be made available to the U.S. Forest Service to aid its management decision making. This information will be treated by the U.S. Forest Service as proprietary information under the Freedom of Information Act to the full extent the law allows.
- F. Promote awareness of and responsible attitudes toward cave and karst resources and their management needs to Cooperator members and the public
- G. Support responsible research in caves on NFS and other lands and encourage the dissemination of scientific information.



- H. Participate in ongoing meetings, as necessary, to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities for the promotion of cave conservation, research, and education.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Recognize NSS, its internal organizations, and knowledgeable cavers as natural partners in the collaboration necessary to manage cave and karst resources. Consultation with these groups and individuals is important because they are often the best source of information about caves, the primary special interest group, and major users of caves on National Forests.
- B. Encourage volunteer involvement of qualified and experienced cavers and caving organizations in cave management projects using volunteer, participating, and cooperative management agreements. Development of these specific agreements shall be the responsibility of individual National Forests or their Districts and local internal organizations of the NSS.
- C. Integrate the identification and management of caves and their associated resource values into resource management planning and management efforts and to avoid or minimize conflicts between cave resource management and other surface and subsurface resource management activities.
- D. Provide user opportunities which are compatible and consistent with objectives set forth in Land and Resource Management Plans (Forest Plans). These might include recreation, education, research, or commercial activities, when those activities can be adequately managed.
- E. Recognize the members of the NSS and its local chapters have specialized skills in cave search and rescue techniques that should be included in planning and execution of responses to emergency incidents by the Forest Service. The NSS also possesses specialized information and resources for cave rescue in the form of equipment caches and resource lists maintained by the National Cave Rescue Commission Regional Coordinators.
- F. Participate in ongoing meetings, as necessary, to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities for the promotion of cave conservation, research, and education.
- G. Provide collected data (cave locations, inventories, etc.) compiled to the NSS to help with determining additional useful information needed, with the understanding to maintain the significant cave location confidential in accordance under Agreements executed between the NSS and individual Forests.

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

- A. White-Nose Syndrome (WNS) has had devastating effects on bat populations. As we have learned more about these impacts, we recognize that new and emerging threats to cave ecosystems may require modifications to existing protocols to mitigate potential threats while still enabling essential monitoring. Such



modifications may include new decontamination protocols, dedicated cave or research gear, etc. as identified through discussions between the NSS, U.S. Fish and Wildlife Service, and the U.S. Forest Service.

- B. Unlimited access to cave resource information can lead to loss or damage of non-renewable resources. All parties agree to support the U.S. Forest Service guidelines for maintaining the confidentiality of cave locations, and any archeological and paleontological resources they may contain.
- C. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Ray Keeler, Government Liaison Address: 6001 Pulaski Pike City, State, Zip: Huntsville, AL 35810 Telephone: 256-852-1300 Email: rckeeler@cox.net	Name: Geary M. Schindel, President Address: 6001 Pulaski Pike City, State, Zip: Huntsville, AL 35810 Telephone: 256-852-1300 Email: president@caves.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Limaris Soto, Caves and Karst Program Lead Address: 1617 Cole Blvd. Building 17 City, State, Zip: Lakewood, CO 80401 Telephone: 303-275-5378 Email: limaris.soto@usda.gov	Name: Katherine Brochu Address: 201 14th St NW City, State, Zip: Washington DC 20250 Telephone: Email: katherine.brochu@usda.gov

- D. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement NSS acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If NSS



fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds NSS has expended in violation of sections 433 and 434.

- E. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or NSS is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To NSS, at NSS's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- F. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or NSS from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of NSS's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of NSS's products or activities.
- H. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources.



The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- I. USE OF U.S. FOREST SERVICE INSIGNIA. In order for NSS to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- J. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- K. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- L. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. PUBLIC NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. NSS is encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"The Cave and Karst program of the U.S. Forest Service, Department of Agriculture, participates in the effective and efficient management of cave and karst resources."

NSS may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. NSS is requested to provide copies of notices or



announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. NSS shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- O. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. NSS shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 720-5964 (voice and TDD). USDA is an equal opportunity provider and employer.

If the material is too small to permit the full statement to be included, the material must, at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

- P. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- Q. DEBARMENT AND SUSPENSION. NSS shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should NSS or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- R. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes



being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.

- S. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through June 30, 2026 at which time it will expire.
- T. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

Geary M. Schindel, President

Date

David Rosenkrance, Acting Director
U.S. Forest Service, Minerals and Geology
Management

Date

The authority and format of this agreement have been reviewed and approved for signature.

ALLISON OWENS

Digitally signed by ALLISON OWENS
Date: 2021.05.20 08:55:56 -04'00'

ALLISON OWENS
U.S. FOREST SERVICE, GRANTS
MANAGEMENT SPECIALIST

Date



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.