

FS Agreement No. 21-MU-11132428-101

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CAVE RESEARCH FOUNDATION INC
And The
USDA, FOREST SERVICE
CAVES AND KARST MANAGEMENT

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Cave Research Foundation Inc, hereinafter referred to as "CRF," and the United States Department of Agriculture (USDA), Forest Service, Caves and Karst, hereinafter referred to as the "U.S. Forest Service."

Background: This agreement reaffirms the Memorandum of Understanding (MOU) put in place between the parties known as 16-SU-11132428-118. That MOU expired on 12/31/20.

Title: Cave Research Foundation

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to (1) achieve more effective and efficient management and conservation of cave and karst resources, and cave life; (2) recognize the invaluable contributions of the CRF on behalf of cave resources on National Forest Service lands; and (3) establish a national framework upon which the CRF and the U.S. Forest Service may cooperatively conduct scientific research, cartography, and interpretive activities on lands administered by the U.S. Forest Service. Continued or improved management of cave and karst resources on public lands relies on volunteer assistance provided by CRF members throughout the nation. The mechanism for working cooperatively will be specific agreements or permits between the individual National Forests and the CRF in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Both the CRF and the U.S. Forest Service have responsibilities and interests in cave and karst research, conservation, and protection.

The U.S. Forest Service is dedicated to the sustained management of natural resources of National Forest System lands by providing for multiple uses of these resources for current and future generations. Managing these natural resources requires the complex integration of resource assessments, 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. The Federal Cave Resources Protection Act of 1988 directs the U.S. Forest Service to secure, protect, and preserve ‘Significant Caves’ (Section 2, a. (1)), 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, or recreational purposes.

This agreement furthers Forest Service policy, including the following cave policy from Forest Service Manual (FSM) 2350:

- “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....”

The U.S. Forest Service benefits from this agreement because CRF supports the management needs of caves on forest lands. Cave resources include biological, geological, hydrological, and archeological resources. Work with CRF provides protection of cave resources including inventories to provide information for management of cave resources (including federally listed Threatened and Endangered Species).

Established in 1957, the CRF is a private, non-profit organization dedicated to: facilitating research, management, and interpretation of caves and karst resources; forming partnerships to study, protect and preserve cave resources and karst areas; and promoting the long term conservation of caves and karst ecosystems. The CRF



goals are to promote exploration and documentation of caves and karst areas, to initiate and support cave and karst research, to aid in cave conservation and protection, and to assist with the interpretation of caves and karst to the public.

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

III. CRF SHALL:

- A. Collaborate on conducting approved research in caves on the National Forest System lands. The research projects should be documented in agreements at the local level and may include volunteer agreements, special use permits, Memoranda of Understanding, Participating Agreements, etc. Local forest service staff should work with volunteers to determine which instrument is best suited for the proposed work.
- B. Establish or continue field operations in selected areas of the National Forest System.
- C. Provide CRF's Annual Reports and occasional publications (such as management reports) to the U.S. Forest Service as they become available.
- D. Acknowledge the assistance of the U.S. Forest Service in its publications and others works resulting from CRF's activities under this agreement.
- E. Encourage graduate research in caves through fellowship and grants (proposed projects shall be selected by peer review).
- F. 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).
- G. Identify in local sub-agreements, as funding and resources are available, how cave and karst resource information will be handled. Local agreements will classify information ownership into two categories; (1) information belonging to the U.S. Forest Service which is available as public information, unless specifically exempt under Freedom of Information Act and (2) information belonging to cooperating organizations or volunteers which will be made available to the U.S. Forest Service to aid its management decision making, but will not remain in possession of the U.S. Forest Service and which 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.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Provide access to lands administrated by the U.S. Forest Service for approved cave and karst research as available.
- B. Advise the CRF of opportunities for cave and karst related research.
- C. Advise the CRF of the U.S. Forest Service research policies.



- D. Acknowledge the work products and data gathered by the CRF in its publications and in any transmittal of such material outside the U.S. Forest Service.
- E. Recognize that members of the CRF have knowledge and skills that can help the U.S. Forest Service carry out its mission including tasks such as:
 - a. Developing cave management plans,
 - b. Peer review of research proposals brought to the U.S. Forest Service,
 - c. Providing surveying and cartographic assistance,
 - d. Inventorying cave locations and cave resources,
 - e. Conducting information and education programs, and
 - f. Conducting or sponsoring research on caves and cave resources including research dealing with White-Nose Syndrome.

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

- A. Publicity concerning the CRF's activities on lands administered by the U.S. Forest Service will be coordinated between parties.
 - A. Meeting with U.S. Forest Service Units to discuss and identify opportunities for cooperative work on mutually beneficial projects or activities to promote conservation, research, and education will be encouraged.
 - B. Concerns surrounding White-Nose Syndrome may require new restrictions or equipment for projects. 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, avoiding cave entry at certain times of year, etc. as identified through discussions between the CRF, U.S. Fish and Wildlife Service, and the U.S. Forest Service.
 - C. The parties to this agreement recognize that unlimited access to some types of cave resource information can lead to loss or damage to non-renewable resources.
 - D. Special requirements such as decontamination protocols, dedicated cave gear, etc. for volunteers are necessary when conducting research.
- B. 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: David West Address: 3418 University Place City, State, Zip: Baltimore, MD 21218 Telephone: (410) 366-5038 Email: d270@bellatlantic.net	Name: David West Address: 3418 University Place City, State, Zip: Baltimore, MD 21218 Telephone: (410) 366-5038 Email: d270@bellatlantic.net

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Limaris Soto Address: 1614 Cole Blvd. Building 17 City, State, Zip: Lakewood, CO 80401 Telephone: (720) 827-8912 Email: limaris.soto@usda.gov	Name: Sherreda M. Brown Address: 201 14 th Street SW City, State, Zip: Washington, D.C. Telephone: (202) 205-1209 Email: sherreda.brown@usda.gov

- C. **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 CRF 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 CRF fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds CRF has expended in violation of sections 433 and 434.
- D. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or CRF 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 CRF, at CRF'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.

- E. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or CRF from participating in similar activities with other public or private agencies, organizations, and individuals.
- F. ENDORSEMENT. Any of CRF's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of CRF's products or activities.
- G. 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.

- H. USE OF U.S. FOREST SERVICE INSIGNIA. In order for CRF 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.



- I. 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.
- J. 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).
- K. 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.
- L. NOTICES. It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. CRF 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:
- "Minerals and Geology of the U.S. Forest Service, Department of Agriculture, has responsibilities and interest in cave and karst research, conservation, and protection."
- CRF may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. The CRF 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.
- M. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. CRF shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- N. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. CRF 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."

- O. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. DEBARMENT AND SUSPENSION. CRF 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 CRF 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.
- Q. 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.
- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through December 31, 2025 at which time it will expire.
- S. 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.

David R. West 6/28/2021
David West, President Date
Cave Research Foundation

David Rosenkrance

Digitally signed by DAVID
ROSENKRANCE

Date: 2021.07.01 12:37:36 -06'00'

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

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

ALLISON OWENS

Digitally signed by ALLISON OWENS
Date: 2021.06.27 16:23:56 -04'00'

06/27/2021

ALLISON OWENS Date
U.S. Forest Service Grants Management Specialist

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.