

FS Agreement No. 15-MU-11021500-026
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
COLORADO CAVE SURVEY OF THE NATIONAL SPELEOLOGICAL
SOCIETY
And The
USDA, FOREST SERVICE
WHITE RIVER NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Colorado Cave Survey of The National Speleological Society, hereinafter referred to as “the Cooperator or Colorado Cave Survey,” and the USDA, Forest Service, White River National Forest, hereinafter referred to as the “U.S. Forest Service.”

Title: Colorado Cave Survey MOU

Background: This is a renewal of expired MOU number 94-MU-11021500-005 between the Colorado Cave Survey and the White River National Forest.

I. PURPOSE:

The purpose of this Memorandum of Understanding (MOU) is to provide a framework for increased cooperation and exchange of information between the Cooperator and the U.S. Forest Service regarding caves, cave management, and related activities on lands administered by the White River National Forest. The Cooperator and the U.S. Forest Service currently cooperate and communicate on a variety of cave and karst issues and this MOU will strengthen that partnership and promote better management of cave and karst resources which will have long term benefits for the public interest.

This Memorandum of Understanding is made under the following authorities:

The Volunteers in the National Forest Act (16 U.S.C. 558a-d)
Federal Cave Resources Protection Act of 1988 (16 U.S.C. 4301-4309)

Direction and guidance for Cooperative Management Agreements for cave resources management is set forth in the Memorandum of Understanding between the United States Department of Agriculture, U.S. Forest Service and the National Speleological Society, signed September 30, 1988.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Through a cooperative effort, the U.S. Forest Service and the Colorado Cave Survey will work together to maintain and preserve cave resources on public lands and to seek and use the skills, knowledge, and expertise of the Cooperator to assist in the planning,



development, and implementation of cave management and conservation efforts with the White River National Forest. This Memorandum's objectives are to:

1. Plan for reasonable and appropriate access while preserving and protecting cave's fragile resources, scientific and research values.
2. Promote and provide opportunities for environmental stewardship. Encourage cave users to be stewards, advocates and volunteers.
3. Educate cave users on cave's values and how to enjoy them with minimum impact.
4. Promote collaborative management and planning.
5. Collaborate on installation and maintenance of rescue caches and associated exceptions as needed.
6. Improve the understanding of environmental, social conditions and trends.
7. Expand the partnership to implement on-the-ground management, research, enhancement of funding and implementation of recommendations.

The White River National Forest is a land management agency whose mission is to achieve quality land management under the sustainable multiple-use management concept to meet the diverse needs of people. The White River National Forest administers approximately 2.3 million acres of National Forest Service land within the state of Colorado. This land contains some of the longest and most significant known caves in Colorado, as well as significant expanses of limestone and karst landscapes with the potential to contain additional undiscovered caves.

The Colorado Cave Survey is an internal organization of the National Speleological Society (NSS) created by the organized caving community of Colorado to represent all of Colorado's NSS-sanctioned grottos (local NSS chapters) in state-wide cave management, and conservation. By virtue of being a representative organization, the Cooperator can speak and act on behalf of the organized caving community in Colorado.

The organized caving community in Colorado has a long history of discovering, documenting, studying, and advocating for the conservation and responsible management of caves and karst in the state. The Cooperator has cave science and management expertise and can draw upon additional expertise from the wider caving community. The Cooperator can also mobilize volunteer labor from the caving community for cave-related projects.

It is the shared goal of the U.S. Forest Service and the Cooperator to understand, conserve, and responsibly manage cave and karst resources on the land managed by the White River National Forest. Both parties recognize that cave resources can provide unique management challenges because many cave resources are non-renewable.

Both parties shall understand this Memorandum of Understanding outlines a written plan between both parties for carrying out separate activities in a coordinated and mutually beneficial manner and to document a framework for cooperation. There are no specific authorities for use of memoranda of understanding since the authority to manage a



program necessarily includes authority to coordinate with others in meeting objectives. A Challenge Cost Share Agreement must be put in place prior to any services being conducted

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

III. U.S. FOREST SERVICE SHALL:

- A. Designate a cave program manager for the U.S. Forest Service.
- B. Inform the Cooperator of research and special-use proposals and inquiries that relate to or have the potential to impact known U.S. Forest Service caves or karst resources, and seek Cooperator input on the review of such.
- C. Include the Cooperator on the mailing list for all the National Environmental Protection Act (NEPA) actions that may relate to known caves and karst resources within the U.S. Forest Service.
- D. Inform the Cooperator chair of the discovery of new caves or cave features within the boundaries of the White River National Forest as they become known to the U.S. Forest Service.
- E. Consult with the Cooperator on efforts to map, document, and conserve cave or karst resources or educate the public about the same.
- F. Work with the Cooperator when creating cave management plans to ensure that they provide reasonable and appropriate access for recreation, exploration, conservation, scientific, and training activities, while also conserving cave resources.
- G. Work with the Cooperator in completing the identification, nomination, evaluation, and designation of significant caves on National Forest System lands.

IV. THE COOPERATOR SHALL:

- A. Maintain regular communication, through the Cooperator chair or designee, with the White River National Forest caves program coordinator on cave and karst issues and activities within the U.S. Forest Service.
- B. Facilitate the submission of proposals and inquiries from the organized caving community to conduct research or special-use activities related to U.S. Forest Service caves and karst resources.
- C. Provide guidance and expertise to the U.S. Forest Service on the review of proposals and inquiries that relate to or have the potential to impact U.S. Forest Service caves or karst resources.



- D. Inform the U.S. Forest Service caves program coordinator of the discovery of new caves or cave features within its boundaries that are particularly sensitive and may require explicit management. Locations shall be given to the nearest quarter section unless being nominated as a significant cave under the Cave Resources Protection Act which requires specific location information for the nomination. The Chair and Vice Chair will serve to evaluate new discoveries and determine if the discoveries are particularly sensitive and may require explicit management.
- E. Facilitate communication between the organized caving community and the U.S. Forest Service in planning for cave rescues.
- F. Provide assistance to the U.S. Forest Service on efforts to conserve, document, map, inventory, survey, monitor, cave or karst resources. Conduct information and education programs.
- G. Provide guidance and expertise with the U.S. Forest Service in creating cave management plans to ensure that they provide reasonable and appropriate access for recreation, exploration, conservation, restoration, scientific, and other activities, while also conserving cave resources.
- H. Provide guidance and expertise with the U.S. Forest Service in completing the identification, nomination, evaluation, and designation of significant caves on White River National Forest lands.

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

- A. FREEDOM OF INFORMATION ACT (FOIA). Information furnished to the U.S. Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552). However, information gathered by the WRNF concerning specific locations of any significant caves will not be made available to the public under section 552 of title 5, U.S.C. unless the Secretary determines that disclosure of such information would further the purposes of the Federal Cave Resources Protection Act of 1988, and would not create substantial risk of harm, theft, or destruction of such cave. The information provided for the cave nominations will be used to determine which caves will be listed as significant, and the information in the requests to obtain confidential cave information will be used to decide whether to grant access to this information. Response to the information requirements for obtaining confidential cave information is required to obtain a benefit in accordance with section 5 of the Federal Cave Resources Protection Act of 1988 (16 U.S.C. 4304).
- B. RESPONSIBILITIES OF PARTIES. The U.S. Forest Service and Colorado Cave Survey and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated



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	Colorado Cave Survey Contact
Name: Kevin Manley, Chairperson Colorado Cave Survey Address: 2780 Eliot Cir #17 City, State, Zip: Westminster, CO 80030 Telephone: 303-596-2123 Email: manleyk@colorado.edu	Name: Jim Lawton, Vice Chair Colorado Cave Survey Address: 930 Boltz Court City, State, Zip: Fort Collins, Co 80525 Telephone: 970-420-3583 Email: quinoa@frii.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Rich Doak, Recreation Staff Officer, White River National Forest Address: 900 Grand Ave. Glenwood Springs, CO 80601 Telephone: 970-945-3265 FAX: 970-945-3211 Email: rdoak@fs.fed.us	Name: Kay Hopkins, Recreation Planner Address: 900 Grand Ave. Glenwood Springs, CO 81601 Telephone: 970-945-3265 FAX: 970-945-3211 Email: kchopkins@fs.fed.us

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 the Cooperator 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 United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If the Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds the Cooperator 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 Colorado Cave Survey 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 Colorado Cave Survey, at Colorado Cave Surveys 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 Colorado Cave Survey from participating in similar activities with other public or private agencies, organizations, and individuals.
- G. ENDORSEMENT. Any of Colorado Cave Surveys contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of **Error! Reference source not found.**'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 U.S. 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 laws

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 the Cooperator 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. 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. U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA. The Colorado Cave Survey shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this MOU.
- M. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Colorado Cave Survey 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."



- N. DEBARMENT AND SUSPENSION. The Colorado Cave Survey 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 Colorado Cave Survey 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.
- O. 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.
- P. COMMENCEMENT/EXPIRATION/TERMINATION. This MOU takes effect upon the signature of the U.S. Forest Service and Colorado Cave Survey and shall remain in effect until 12/31/2020. This MOU may be extended or amended upon written request of either the U.S. Forest Service or Colorado Cave Survey and the subsequent written concurrence of the other(s). Either the U.S. Forest Service or Colorado Cave Survey may terminate this MOU with a 60-day written notice to the other(s).
- Q. 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.

6/12/2015

KEVIN MANLEY, Chairperson
Colorado Cave Survey

Date

SCOTT G. FITZWILLIAMS, Forest Supervisor
U.S. Forest Service, White River National Forest

June 17, 2015

Date

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

6/2/2015

CLARK M. WOOLLEY
U.S. Forest Service, Grants & Agreements 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.