

## APPENDIX AA

### Memorandum of Understanding Between The U.S. Fish & Wildlife Service and Department of the Interior and The National Speleological Society

#### I. Introduction

Increased public awareness of the values inherent in nonrenewable cave resources, and the concern that those resources be managed and protected for the enjoyment and use of future generations, have encouraged a greater degree of management consideration for those naturally occurring caves located on National Wildlife Refuge System lands (Refuges) under the jurisdiction of the U.S. Fish and Wildlife Service (Service). The manpower and expertise needed to inventory, protect, and assist with the management of cave resources can in part be made available by volunteers who are members of organizations like the National Speleological Society (Society).

Continued or improved management of refuge cave resources can be accomplished with volunteer assistance. In recognition of shared concerns and the benefits of cooperation, the Service and the Society have developed this Memorandum of Understanding (Memorandum) to encourage cooperation between the Service and the Society.

#### II. Purposes

The purposes of this Memorandum are to (1) recognize the contributions which Society volunteers can provide on behalf of cave resources on refuge lands which the Service administers, (2) encourage the participation of the Society in the preservation of these resources, and (3) establish guidelines for the development of Volunteer Services Agreements (Agreement) between the Service's refuge offices and the Society's volunteers.

#### III. Authority

This Memorandum has been developed under authority provided to the Service by the Fish and Wildlife Coordination Act, 16 U.S.C. § 661, and the Fish and Wildlife Act of 1956, 16 U.S.C. § 742f, as amended by the Fish and Wildlife Improvement Act of 1978 (Pub. L. 95-616).

#### IV. Terms of Agreement

A. The Service and the Society mutually agree to develop Agreements, where appropriate, when these will lead to the improved management of cave resources on refuge lands.

B. Development of Agreements shall be the responsibility of individual refuge offices working in cooperation with Society volunteers. Agreements will be formulated in accordance with the Service Administrative Manual, 22 AM 27, (Attachment A, revised 1/6/86). The mandatory use of these Agreements assures that volunteers are: (a) protected under the Federal Tort Claims Act, (b) subject to Workman's Compensation, (c) identified as responsible for completing specific tasks or projects, and (d) authorized for reimbursement of expenses incidental to volunteer work. Any revisions or amendments to or termination of an Agreement shall be documented in writing and appended to the Agreement.

C. The Service and the Society also agree that, before an Agreement is developed, the refuge manager and the Society's volunteer will make the determination that the following conditions are met:

1. That both have the interest, capability, and resources needed to monitor, supervise, and complete the proposed tasks or projects.
2. That the actions proposed in the Agreement are consistent with Service policy and management plans. As required by the National Wildlife Refuge System Administration Act, 16 U.S.C. §668dd, the Service shall retain primary jurisdiction and responsibility for the management of these lands as part of the National Wildlife Refuge System.
3. That both recognize that an Agreement cannot be used to grant Society volunteers preferential treatment or exclusive rights to use any cave(s).

D. The refuge manager will keep the volunteer informed when proposed management decisions or actions may impact activities covered by the Agreement.

E. Financial Responsibility √ The Agreement must specify any financial obligations and limitations that may be imposed on the involved organizations. Nothing in this Memorandum or in any Agreement shall be construed as obligating the Service to enter into any contracts or other obligations involving the expenditure of funds, or future payment of money, in excess of appropriations authorized.

F. Proprietary Information √ Information generated through work or research done under an Agreement and provided to the refuge manager becomes public information.

#### V. Areas of Responsibility

An agreement developed between a Service refuge office and Society volunteer will utilize the guidelines provided in this Memorandum. The following elements shall be addressed and included as attachments to the standard Agreement form (Attachment A). The Agreement form will have a sentence under the "Special Provisions" section which references the addressing of these elements (see Attachment A).

#### A. Society (Volunteer) Responsibilities

1. Ensure that no actions will be taken by the volunteer working under the Agreement which may expose anyone to serious risks or hazards.
2. Ensure that the volunteer involved in projects covered by the Agreement is appropriately qualified, trained, and has the skills to accomplish tasks and projects in a safe and responsible manner.
3. Report all accidents, injuries, and property damage to the appropriate refuge personnel by phone or in person as soon as possible after the incident. A written Service DI-134 form will be completed within 5 days of an incident.
4. Notify the refuge manager in charge of a cave at least 7 days in advance of any approved work being initiated under the Agreement.

5. Provide personal equipment except when provided by the refuge through an Agreement. Volunteers are responsible for loss or damage to Service equipment other than for that caused by normal wear and tear or unavoidable circumstances.
6. Develop a safety plan that specifies standards for equipment, experience and rescue procedures.

#### B. Service (Refuge) Responsibilities

1. Ensure that the volunteer observes all appropriate provisions of applicable legislation such as the Endangered Species Act, the National Historic Preservation Act, the Archaeological Resources Protection Act and the National Wildlife Refuge System Administration Act.
2. Ensure that a safety plan is developed which specifies standards for equipment, experience and rescue procedures.
3. Supply, when possible, any necessary information and materials such as gate lock combinations, previous research and inventory results, slides, photographs, or maps for presentations or photocopying. The Service may also provide equipment and supplies or access to data needed for specific projects, as determined by the Service.
4. Provide personnel to the extent possible for such activities as project coordination, support and supervision.
5. Allow, where appropriate, the volunteer to provide technical input for consideration by the Service during its planning efforts and development of informational materials concerning cave resources.
6. Provide work space in offices, when available and necessary, for a volunteer working under an Agreement.
7. Reimburse, as appropriate, a volunteer for incidental expenses when set forth by prior mutual consent in an Agreement.

#### VI. Activities Covered by a Volunteer Services Agreement

A. This Memorandum authorizes a Society volunteer to become involved, where approved, in cave management activities, such as the following. Specific activities shall be addressed in and included as attachments to the standard Agreement form.

1. Cave Monitoring ∇ Cave monitoring involves such activities as establishing photo points, maintaining photo files, monitoring visitor use, and periodically changing locks on cave gates. Cave monitoring may also involve the installation and maintenance of cave registers and forwarding filled pages or copies to the refuge manager.
2. Cave Inventory ∇ A volunteer may assist, as appropriate, the Service in conducting inventories of caves and their contents. Types of inventories can include cave flora and fauna, archaeological or paleontological items, rare or delicate speleothems, and hazards to explorers.

3. Exploration ∇ A volunteer may conduct, as appropriate, exploration in known caves as well as assist in locating new caves on refuge lands. A report by the volunteer will be given to the refuge manager on any passage or cave discovered, with details and locations of significant cave resources found. Any artifacts or remains found must be left undisturbed.
4. Surveying ∇ A volunteer may conduct survey work, as appropriate, in known or newly discovered passages. The volunteer will supply the refuge manager with a copy of any map produced as a result of such survey work.
5. Cave Cleanup ∇ Cleanup projects may be conducted as approved and needed in caves specified by the refuge manager. This may include trash removal, dismantling unnecessary rock cairns or flagging tape, and removal of modern graffiti.
6. Cave Conservation and Education ∇ Upon approval, a volunteer may assist the refuge staff in performing conservation activities such as installing, repairing or removing cave gates, cave restoration projects, and training new cavers to be conservation-minded.
7. Interpretation ∇ A volunteer may assist the refuge staff or give programs independently to local civic or social groups on subjects such as cave exploration, conservation, bats and geology. The volunteer may also assist the refuge staff in developing environmental education programs (exhibits, brochures, slide shows, etc).
8. Research ∇ A volunteer may conduct scientific research in refuge caves, through an Agreement and in a manner consistent with Service policies and guidance. A copy of any findings, report(s), and/or publications resulting from such research must be forwarded to the refuge manager.

**B. Improvements**

All improvements constructed under an Agreement will be the property of the United States.

VII. The Service and Society will each appoint a national liaison to channel communications between them.

VIII. Modification and Termination

The agreements and conditions outlined in this Memorandum become effective upon signature by representatives from the Service and the Society. This Memorandum can be changed at any time by mutual agreement of the parties, and may be terminated by either party upon 30 day's written notice.

/s/  
Director, Fish and Wildlife Service

Date

/s/  
President, National Speleological Society

Date