

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
MISSOURI CAVE AND KARST CONSERVANCY
AND THE
CARROLL CAVE CONSERVANCY

INTRODUCTION: The Carroll Cave Conservancy (CCC) has agreed to donate all of its real estate, all of its real property rights, and all of its other property to the Missouri Cave and Karst Conservancy (MCKC). This document is a memorandum of understanding between MCKC and CCC concerning this donation and shall constitute the management plan and the roles of each party going forward.

Carroll Cave (CAM-001) is a 20+ mile long cave system located in Camden County, Missouri. It is one of the largest and relatively pristine karst ecosystems in the Ozarks region. Long considered by the Missouri Speleological Survey (MSS) to be one of the most important caves in the state of Missouri, it has historical, geological, hydrological, and biological significance. Its natural entrance is located on Carroll Cave Road and has no role in this discussion. Beginning in the late 1990s, a group of cavers, with the cooperation of local landowners, began to dig a new entrance into the cave. After the initial project failed, a successful one was completed in the fall of 2001.

CCC, a 501(c)3 not-for-profit organization, was established in 2002 (incorporated in the state of Kansas) for the purpose of managing access to that entrance, surveying the cave, restoring areas of the cave abused in the past, and monitoring the hydrological and biological processes of the cave. The CCC currently owns about seven acres of surface land that includes the "Backdoor" entrance and silo along with exclusive sub-surface rights to cave passage lying under several hundred acres. The Backdoor entrance, a man-made shaft 120 ft deep, minimum 30 inches in diameter with an aluminum ladder affixed to the wall, provides access to the junction of the cave's three main arms: Upper Thunder; Lower Thunder; and Carroll River. The shaft has a small silo built over it to serve as an airlock and gate for the cave. Entering and exiting the cave are accomplished using the ladder and vertical caving gear to assure safety.

MCKC, a 501(c)3 not-for-profit organization is dedicated to conserving Missouri's caves and karst areas through a variety of methods including ownership, leases, education, management assistance, scientific study, and cooperation with landowners as well as other organizations. The goals of conservation and study of the MCKC and the CCC are consistent with one another.

1) Donation and Legal Transfer of Assets

a. As soon as possible after both parties have signed this agreement, the CCC shall donate ownership of all of its real estate, all of its real property rights, and all of its other property to the MCKC. The real property shall henceforth be known as the **Carroll Cave Preserve**. As soon as possible following the legal transfer of ownership of CCC's property to the MCKC, the CCC shall dissolve as a legal entity and file dissolution documents as required by the Kansas Secretary of State Office and Internal Revenue Service.

2) Carroll Cave Management Board

a. In recognition of how successfully the CCC has managed access to Carroll Cave via the shaft entrance, has maintained the site and has fostered good relationships with neighboring landowners, the MCKC would like to continue management of the property much as it has been in the past. Following the transfer of assets and dissolution, the current CCC Board of Directors and Access Committee shall become the Carroll Cave Management Team (CCMT) under the governance of the MCKC. All other standing committees may continue to function under the CCMT.

b. The CCMT shall be made up of no fewer than five members and no more than seven. All CCMT members must become MCKC dues paying members per current MCKC requirements for cave managers. A vacancy will be declared if the roster of the committee falls below five. The CCMT will recruit members to meet the minimum. MCKC will have the option to appoint members to fill up to seven on the roster. If MCKC determines a committee member is not in good standing, they may overturn that choice by calling a special session or at a formal meeting.

c. The CCMT and MCKC board shall be free to nominate any person for the role of chairperson who will be responsible for the orderly conduct of CCMT sessions and reporting to MCKC. Selection of the chairperson is subject to MCKC approval. The roles for the remaining committee members will be determined by the CCMT as they collectively see fit to fulfill their duties.

d. A CCMT member may be removed from office for conduct detrimental to the interest of the CCMT and/or MCKC or for persistent absence from CCMT meetings by a two-thirds vote of the full MCKC Board of Directors.

e. Members of other standing committees need not be MCKC members nor be approved by the MCKC Board provided they are not CCMT members.

3)CCC Website

a. In acknowledgment of how much work and content has gone into the CCC website, the MCKC will continue to maintain the CCC website until the MCKC finds a way to incorporate it into the MCKC website. In the meantime, a Carroll Cave web page will be created on the MCKC website similar to other MCKC cave web pages with a link back to the CCC website.

b. Login credentials and hosting site information for the CCC website shall be given to the MCKC.

c. The CCMT shall continue maintaining the website.

4)Finances and Financial Responsibility

a. As soon as possible after ratification of this document, the MCKC will take on all the financial responsibilities previously assumed by the CCC.

b. Prior to the transfer of assets, CCC will allocate funds from its treasury devoted to the improvements already under consideration and spend them accordingly. CCC will allocate an amount to donate to MCKC at the time it disbands the CCC for the purpose of covering the site's customary expenses allowing adequate time for MCKC to develop a long term funding plan for the Preserve. If any funds remain after improvements have been determined, those will be donated to MCKC as well. CCC will provide MCKC with documentation of CCC's financial transactions beginning with the date MCKC requests, up to and including the time of transfer and dissolution.

c.The CCMT will not include a treasurer position nor will it make financial transactions. The MCKC treasurer will assume responsibility for the Preserve's financial needs.

d. The CCMT or any individual person shall not use personal or private funds to pay for any goods or services for the property without prior authorization from the MCKC. Doing so without prior authorization from the MCKC will be considered as a breach of this agreement. This includes financial donations to the MCKC through the purchase of goods or services.

e. With written approval of the MCKC Board, the CCMT may pursue ways of raising funds for Carroll Cave on behalf of the MCKC that are in line with the interests of the MCKC and are legally allowable for a IRS section 501(c)(3) organization.

5)Membership

a.The CCMT shall not solicit for or maintain any form of dues-paying membership to itself.

b.The MCKC may or may not impose a membership requirement in which cave visitors must be current dues paying members of MCKC or part of a dues paying organization of the MCKC.

6)Access Policy

a. Trips into Carroll Cave using the silo entrance will be made available to any group providing they have a trip leader who (1) is trained on rigging and safely using the vertical shaft entrance to the cave, (2) has knowledge of the areas the group plans to visit and (3) is confident that all participants are competent, properly equipped and physically able to complete the trip.

b. The maximum size of a group is eight including the leader. The minimum size is four unless the CCMT allows an exception. The maximum number of groups allowed on a given day is three.

c. The CCMT encourages trips that have a project objective such as gaining knowledge or repairing past damage to the cave. Recreational trips will be allowed on a limited basis with impact to the cave environment being the prime consideration. All groups will be asked to submit a trip report to be published on the website. Applications for entry can be found on the website.

d. As Carroll Cave is a wilderness and undeveloped for human occupation, all participants will be required to sign a waiver releasing owners, managers and trip leaders from liability.

e. The CCMT will have sole discretion on whether qualifications have been met and their decision will be final. Formal complaints of access denial may be made directly to the president of MCKC who will review the decision with CCMT. If no resolution is achieved, the MCKC board of directors will decide if policy changes are needed.

f. The CCMT will accommodate all MCKC board of directors requests to inspect the property or enter the cave with reasonable advance notice.

7)Third-Party Contracts or Agreements

a.The CCMT shall not enter into any third-party contracts or agreements. Any such contracts or agreements shall be made between the MCKC and the third-party if deemed necessary by the MCKC.

8)Road Gate and Cave Locks

a.In order to protect the property and resources within the cave and also to control access, CCMT will maintain a locked gate at the main road as well as a locked cave access. The road gate lock and cave access lock will be resettable combination locks. The combinations will be shared with MCKC by CCMT when they are changed and whenever MCKC requests them. The combinations shall be reset as often as necessary to maintain security of the cave and property. The road gate and cave locks will be inspected and maintained as needed to ensure they are functional.

9)Term of Agreement

a. This management agreement must be renewed 2 years after the date of signing and must be reviewed, modified as needed, and re-signed at or near the end of the 2 year term. To modify, the CCMT and MCKC must submit the changes in writing 30 days before the changes can be voted on. Changes to the agreement shall be voted on by both the MCKC Board and members of the CCMT. Changes to this agreement must be approved by a two-thirds majority vote of the full MCKC Board of Directors and all members of the CCMT. Individuals who are on both the MCKC Board and the CCMT shall not receive more than one vote. In the event that this agreement is not renewed as described above, the agreement will continue as it is written.

10) Termination of Agreement

a.MCKC reserves the right to terminate this agreement at any time by written notice to CCMT if the CCMT conducts itself in a way that is construed as detrimental to the interests of the MCKC or the CCMT is found guilty of negligence or dereliction of the clauses outlined in this agreement.

b.Termination of this agreement shall be decided by a two-thirds majority vote of the full MCKC Board of Directors.

c.Should the CCMT no longer wish to manage Carroll Cave, the MCKC Board of Directors will manage the cave until the MCKC appoints a new cave manager(s).

Agreed to by:

Carroll Cave Conservancy President:

Signature [Jeff Page] Date 6/22/2022

Missouri Caves and Karst Conservancy President:

Signature [Alex Litsch] Date 6/13/2022