

FS Agreement No. NFS08-MU-11062759-013
Cooperator Tax ID No. _____
Cooperator Agreement
No. _____

SEARCH AND RESCUE IN WILDERNESS

MEMORANDUM OF UNDERSTANDING

BETWEEN
OREGON STATE SHERIFFS' ASSOCIATION
AND
USDA FOREST SERVICE
PACIFIC NORTHWEST REGION

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Oregon State Sheriffs' Association, hereinafter referred to as *OSSA*, and United States Department of Agriculture Forest Service, hereinafter referred to as Forest Service.

A. PURPOSE:

The purpose of this MOU is to ensure public safety and to protect the wilderness resource on National Forest System lands. In order to achieve this purpose, this MOU is intended to clarify and streamline the approval processes for the use of motorized equipment and mechanical transport for search and rescue in wilderness, while minimizing impacts to wilderness designated under the Wilderness Act of September 3, 1964 (PL 88-577) (Wilderness Act).

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Whereas, the Sheriff of each County has the responsibility for Search and Rescue Operations within that County,

Whereas, the Forest Service has the responsibility for the management and resource protection of National Forest System Lands, including designated wilderness, within the National Forests of the State of Oregon,

Whereas, By provision of 16 USC 575, the Secretary of Agriculture has the authority in cases of emergency to incur such expenses as may be necessary in searching for persons lost on lands of the National Forest System, and in transporting such persons seriously ill, injured, or who die within the National Forest System lands to the nearest place where such persons may be transferred to interested parties or local authorities.

It is in the mutual benefit of both parties to develop search and rescue procedures in wilderness that are well-defined, responsive to life-threatening situations, and that protect the wilderness resource. Such procedures provide the best public service for those in need and will also best protect the wilderness resource. Procedures that minimize use of motorized equipment or mechanical transport are particularly important for protection of the wilderness resource. The absence of motorized

equipment and mechanical transport are key attributes of designated wilderness and the Wilderness Act prohibits their use, except when necessary to meet minimum requirements for the administration of the area, including measures required in emergencies involving the health and safety of persons within the area.

C. FOREST SERVICE SHALL:

Approve, without prior request from the County Sheriffs, the use of motorized equipment or mechanical transport (only to the extent necessary) for search and rescue operations in the Wilderness as follows:

1. RESCUE

- a. Removal of people with life-threatening injuries; (i.e. heart attack, stroke, serious bleeding, fractured skull, unconsciousness, etc.).
- b. Removal of a person whenever there is the strong possibility that an injury may be life-threatening or when the person faces a life-threatening situation (i.e. significant snowfall, winter storm approaching, etc.).
- c. Removal of deceased persons.

2. SEARCH

- a. When there is a good reason to believe that the person being searched for has a life-threatening injury or illness.
- b. When there is good reason to believe the lost person will be placed in a life-threatening situation such as a result of a predicted adverse change in the weather; (i.e. a person was lightly-dressed and snow storm is predicted, etc.).

Designate each Forest Supervisor as the official responsible for search and rescue activities within the National Forest. Each Forest Supervisor is authorized to designate a member or members of the staff to act in their stead in the conduct of search and rescue activities.

Take a temporary lead role in any search and rescue emergency in which immediate and quick response will reduce suffering and save lives.

Immediately notify the Sheriff or designee of a search and rescue activity, and relinquish the temporary lead role at time of such notification, unless otherwise agreed upon. Furnish its personnel, equipment and supplies in support of the Sheriff until the Sheriff is able to furnish all physical needs for the search and rescue mission. Supporting services by the Forest Service may either be ordered as official duty, or may be furnished by encouraging employees to volunteer for the search and rescue mission.

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Confine expenditure of Forest Service funds to render search and rescue assistance to persons only within the National Forest System unless such a search starts inside the exterior boundaries of the National Forest System. In such cases, a search may extend to areas immediately outside these boundaries if the situation demands.

Assist the Sheriff with supporting services such as:

1. Providing available communications to the extent possible through the Forest Service communications system.
2. Furnishing qualified personnel and experienced guide service as available.
3. Assisting in arranging for pack stock and other forms of transportation when available and necessary.
4. Furnishing maps, aerial photographs and other information as available.

D. THE COUNTY SHERIFFS SHALL:

Make only the minimum necessary use of motorized equipment or mechanical transport to enter, exit, and travel within designated wilderness. Ensure that all search and rescue operations minimize resource impacts and impacts to wilderness visitors.

Make use of motorized equipment or mechanical transport within wilderness without prior request of the Forest Service only as set forth Section C 1 or C 2 of this Agreement.

Make advance request to the Forest Service for the use of motorized equipment or mechanical transport in wilderness for all search and rescue operations which do not conform to situations described in Section C 1 or C 2 of this Agreement.

As soon as possible, notify the Forest Service contact of search and rescue activities within situations described in Section C1 and C2 of this Agreement or after consulting with the Forest Service on other activities. Follow through with a written report at the conclusion of the operations. The report will include the information on the attached report form.

Identify the position(s) within the Sheriffs Office/Department to make the decision regarding the use of motorized equipment or mechanical transport in wilderness.

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

1. PLANNING. The County Sheriffs and the Forest Supervisors, for each county having National Forest lands in its confines, will meet annually to exchange search and rescue planning data and develop a mutual annual plan for search and rescue activities.
2. LEAD ROLE. The concept of closest forces may be used, and the lead role in the search and rescue

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mission will be maintained by the Forest Service only until the local responsible authority assumes its role of leadership. When local agencies request volunteers from the Forest Service, the volunteers become agents of the local agency, and expenses will be borne personally by volunteers.

3. INFORMATION SHARING. Each party will keep the other informed of important events and decisions concerning the emergency and the search and rescue, such as requests for additional services and termination or abandonment of the search and rescue efforts.
4. FREEDOM OF INFORMATION ACT (FOIA). Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).
5. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by all parties, prior to any changes being performed.
6. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations, and individuals.
7. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.
8. REVIEW. An "after action review" shall be conducted between the Sheriff and the Forest Service following each search and rescue incident which occurs under the purview of this agreement. The after action review may be conducted by telephone if appropriate. The Forest Service and the County Sheriff shall meet annually, at a minimum, to review all wilderness search and rescue operations that occurred within their county during the previous calendar year.
9. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

Forest Service Project Contact

Dan Hawkes
Vancouver, WA
Phone: 360-891-5276
FAX:
e-mail: dhawkes@fs.fed.us

Cooperator Project Contact

Phone:
FAX:
E-mail:

Forest Service Administrative Contact

Linda Goodman
Regional Forester
333 SW First Ave.
Portland, OR 97208-3623

Cooperator Administrative Contact

Oregon State Sheriffs' Association

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Phone: 503-808-2200
FAX: 503-
E-mail: lgoodman@fs.fed.us

Phone:
FAX:
E-Mail:

1. NON-FUND OBLIGATING DOCUMENT. This instrument is neither a fiscal nor a funds obligation document. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This instrument does not provide such authority. Specifically, this instrument does not establish authority for noncompetitive award to the cooperator of any contract or other agreement. Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

2. COMMENCEMENT/EXPIRATION DATE. This instrument is executed as of the date of last signature and is effective through December 31, 2012 at which time it will expire unless extended.

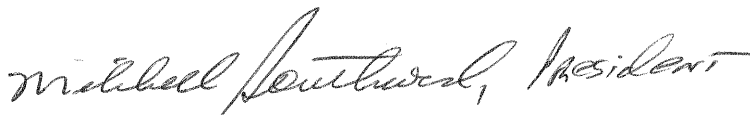
3. DEFINITIONS. Definitions are found in Appendix 1.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

REGIONAL FORESTER 

DATE 3/5/08

OREGON OSSA


12/20/07

DATE

Authority and format of this instrument has been reviewed and approved for signature.

AGREEMENTS COORDINATOR

DATE

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Appendix 1 - Definitions

1. Motorized Equipment - Machines and power tools that use a motor, engine, battery, or other non-living power source to perform work or provide transport. This includes, but is not limited to machines such as chain saws, aircraft, snowmobiles, generators, motorboats, motor vehicles, motorized pumps; and power tools, both motorized or battery operated, such as cordless rock drills, saws, and other such tools used for construction, maintenance, or to manipulate materials. It does not include small personal hand-carried devices that are not considered tools but rather are intended for personal safety or enjoyment of an individual during their recreational activity, such as lanterns, camp stoves, flashlights, cameras, video recorders, rescue beacons, phones, ground positioning system (GPS) units, and other similar small equipment.

2. Mechanical Transport - Any contrivance for moving people or material in or over land, water, or air, having moving parts, that provides a mechanical advantage to the user, and that is powered by a living or nonliving power source. This includes, but is not limited to, sailboats, hang gliders, parachutes, bicycles, game carriers, carts, and wagons. It does not include wheelchairs when used as necessary medical appliances. It also does not include skis, snowshoes, rafts, canoes, sleds, travois, or similar primitive devices without moving parts.

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**_____ National Forest
 Search and Rescue Information Report**

Date: _____

1. Name of Reporting Agency: _____

2. Name and Contact information for the Person Reporting Incident: _____

3. Number of Persons Injured or Lost: _____

4. Date of Incident: _____ Time of Incident: _____

5. Wilderness Name: _____

6. Other Landmarks: _____

7. Motorized Equipment/Mechanical Transport Used:

Equipment Type	Unit of Measure (i.e. flights, days, hours, landings)	Quantity	Date Authorized	Actual Start Date	Actual End Date	Who Authorized the Use

8. Weather: _____

9. Method(s) of travel for rescuers: _____

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10. Description of incident: _____

11. Additional comments: _____

12. Date Sheriff Notified: _____ **Time:** _____

13. Date Forest Service Notified: _____ **Time:** _____

Submit report to Forest Service Project Coordinator
at the conclusion of the incident