**PROPOSED MOU TEMPLATE**

MEMORANDUM OF UNDERSTANDING

BETWEEN

# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Sheriff, \_\_\_\_\_\_\_\_\_\_\_County

AND

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

\_\_\_\_\_\_\_\_ National Forest

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between \_\_\_\_\_\_\_\_\_\_, County Sheriff, hereinafter referred to as County Sheriff, and United States Department of Agriculture Forest Service, \_\_\_\_\_\_\_ National Forest, hereinafter referred to as Forest Service.

The purpose of this MOU is 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 the resources and values associated with the National Wilderness Preservation System. The parties to this agreement will meet the intent of the Wilderness Act of September 3, 1964 (PL 88-577).

1. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Whereas, the County Sheriff has the responsibility for Search and Rescue Operations on all lands within \_\_\_\_\_\_\_\_\_ County.

Whereas, the Forest Service has the responsibility for the management and resource protection of national forest system lands, including Wilderness within the \_\_\_\_\_\_\_\_\_ National Forest.

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 in a timely manner, and that protect the Wilderness resource. To protect the wilderness resource, the Wilderness Act generally prohibits the use of motorized equipment and mechanical transport. Exceptions may be made 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.

1. FOREST SERVICE SHALL:

Approve, without prior request from the County Sheriff, the use of motorized equipment or mechanical transport (only the extent necessary) 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 people whenever there is the strong possibility that an injury may be life-threatening or a situation where an individual may face a life-threatening situation (i.e. unusual 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.

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.).

D. THE COUNTY SHERIFF SHALL:

1. Make only the minimum necessary use of motorized equipment or mechanical transport within the Wilderness. Ensure that all search and rescue operations minimize resource impacts and impacts to wilderness visitors.

2. Make use of motorized equipment or mechanical transport within wilderness without prior request of the Forest Service only as set forth above.

3. As soon as possible, notify the Forest Service Project Contact of search and rescue activities. Follow through with a written report at the conclusion of the operation~~s~~. The report will include the information on the attached report form.

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

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

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

1. 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).
2. 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.
3. 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.
4. TERMINATION. Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

5. 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.

1. PRINCIPAL CONTACTS. The principal contacts for this instrument are:

***Forest Service Project Contact***

Name:

Address:

Phone:

FAX:

E-Mail:

***Cooperator Project Contact***

Name:

Address:

Phone:

FAX:

E-Mail:

***Forest Service Administrative Contact***

Name:

Forest Supervisor

Address:

Phone:

FAX:

E-Mail:

***Cooperator Administrative Contact***

Name:

\_\_\_\_\_\_\_\_\_ County Sheriff

Address:

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 (date) at which time it will expire unless extended.

7. DEFINITIONS. Definitions are found in Appendix 1.

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

FOREST SUPERVISOR

DATE

\_\_\_\_\_\_\_\_\_\_\_ COUNTY SHERIFF

DATE

The authority and format of this instrument

has been reviewed and approved for signature.

FS Agreements Coordinator

DATE

Appendix 1 - Definitions

1. Motorized Equipment - Machines that use a motor, engine, or other nonliving power sources. This includes, but is not limited to, such machines as chain saws, aircraft, snowmobiles, generators, motor boats, and motor vehicles. It does not include small battery or gas powered handcarried devices such as shavers, wristwatches, flashlights, cameras, stoves, or 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.

3. Minimum Necessary - The concept of “minimum necessary” comes from Section 4(c) of the Wilderness Act of 1964:

“…except as necessary to meet minimum requirements for the administration of the area for the purpose of this Act (including measures required in emergencies involving the health and safety of persons within the area), there shall be no temporary road, no use of motor vehicles, motorized equipment or motorboats, no landing of aircraft, no other form of mechanical transport….”

.