

FS Agreement No. 16-MU-11021200-044

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
CUSTER COUNTY SHERIFF DEPARTMENT, COLORADO
And The
USDA, FOREST SERVICE
PIKE AND SAN ISABEL NATIONAL FORESTS
CIMARRON AND COMANCHE NATIONAL GRASSLANDS
(PSICC)

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the CUSTER COUNTY SHERIFF DEPARTMENT, COLORADO, hereinafter referred to as "County Sheriff," and the United States Department of Agriculture (USDA), Forest Service, Pike and San Isabel National Forests, Cimarron and Comanche National Grasslands, (PSICC), hereinafter referred to as the "U.S. Forest Service."

Background: This MOU between the County Sheriff and the U.S. Forest Service serves as a new agreement and a continuation of cooperation established under previous agreements regarding Search and Rescue operations occurring on National Forest System (NFS) lands in general, and motorized/mechanized search and rescue operations within designated Wilderness Areas in particular. Designated Wilderness Areas covered by this agreement include; the Sangre de Cristo Wilderness Area.

Title: Custer County Search and Rescue MOU

- I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish procedures for the coordination of search and rescue operations on National Forest System (NFS) lands in general, and motorized/mechanized search and rescue operations within designated Wilderness areas in particular, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The County Sheriff has the responsibility and authority for Search and Rescue operations on all lands within Custer County, Colorado; and the U.S. Forest Service has the responsibility for the management and protection of all NFS lands, including Wilderness areas, within the PSICC. Within each forest, the Forest Supervisor has authority and responsibility to authorize motorized use in designated Wilderness areas.



The County Sheriff has recognized authority and the need to respond to search and rescue emergencies within their county, often in short timeframes and varyingly under urgent conditions. The U.S. Forest Service has recognized management responsibility for NFS lands and the need to protect those lands, especially in designated Wilderness areas, regarding impacts to soil and water, vegetation, air, ecologic, geologic, or other features of scientific, educational, scenic, or historical value, including trail resources, Wilderness character, and the Wilderness recreational experience.

Therefore it is mutually beneficial to provide for necessary search and rescue needs while protecting all resource values, and to communicate and coordinate regarding search and rescue operations on NFS lands, and particularly within designated Wilderness areas.

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

III. THE COUNTY SHERIFF SHALL:

- A. Report to a U.S. Forest Service designated resource advisors all search and rescue operations on National Forest system lands in Custer County as quickly as possible and within 48 hours from commencement of operations. The report will include information as outlined in Attachment 3.
- B. Recognize the need to protect Wilderness values and make use of mechanical transport and motorized equipment within the Wilderness, without prior request to the U.S. Forest Service, only as set forth herein and in a manner that offers the least impacts to the Wilderness and other resource values, by following the guidelines in Attachment 1.
- C. Complete flow chart in Attachment 2 prior to using mechanical transport or motorized equipment within the Wilderness.
- D. Notify and coordinate with a U.S. Forest Service designated resource advisor listed in Attachment 4 prior to using mechanical transport or motorized equipment within the Wilderness, if it will not cause any delay in search and rescue operations.
- E. Obtain prior authorization from the Forest Supervisor, or their designee (Acting Forest Supervisor only), for the use of mechanical transport or motorized equipment in the Wilderness for all other non-emergency operations not covered in the Search and Rescue categories as outlined in Attachment 1.



IV. THE U.S. FOREST SERVICE SHALL:

- A. Brief the County Sheriff and delegated staff annually on Wilderness management objectives and minimum tool techniques to maximize protection of Wilderness resource values.
- B. Recognize the County Sheriff's responsibility and authority regarding search and rescue and recognize that, without prior request from the County Sheriff, mechanized transport/motorized equipment may be utilized (only to the extent necessary) in Wilderness areas as listed in the Search and Rescue categories as outlined in Attachment 1.

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

- A. 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	Cooperator Administrative Contact
Name: Shannon Byerly, Sheriff Address: 702 Rosita Ave. City, State, Zip: Westcliffe, CO 81252 Telephone: (719) 783-2270 FAX: (719) 783-9085 Email: sbyerly@custercountygov.com	Name: Jerry Tracewell, CCSAR Chairman Address: PO Box 1092 City, State, Zip: Westcliffe, CO 81252 Telephone: (719) 783-0442 Email: info@custersar.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Jeff Outhier Address: PO Box 389, 10 Hermit Lane City, State, Zip: Sliver Cliff, CO 81252 Telephone: (719) 783-2079 Cell: (719)429-4260 Email: jbaumchen@fs.fed.us	Name: Rick Maestas Address: 2840 Kachina Drive City, State, Zip: Pueblo, CO 81008 Telephone: (719) 553-1443 FAX: (719) 553-1425 Email: rmaestas02@fs.fed.us

- B. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or County Sheriff 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 County Sheriff, at principal cooperator's's 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.

- C. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or County Sheriff from participating in similar activities with other public or private agencies, organizations, and individuals.
- D. ENDORSEMENT. Any of the County Sheriff's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of County Sheriff's products or activities.
- E. 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 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 law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- F. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the County Sheriff 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



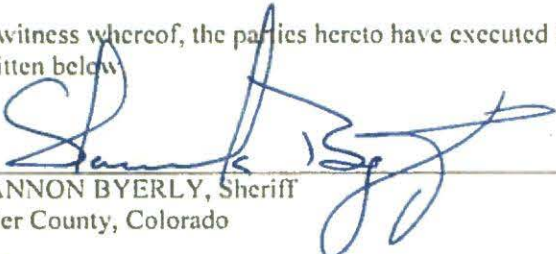
the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

- G. 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.
- H. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- I. 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.
- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. DEBARMENT AND SUSPENSION. The County Sheriff 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 the County Sheriff 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 DATE. This MOU is executed as of the date of the last signature and is effective through April 1, 2021 at which time it will expire.



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



 SHANNON BYERLY, Sheriff
 Custer County, Colorado

5/23/16
Date



 ERINA CONNELLY, Forest Supervisor & Grassland Supervisor
 U.S. Forest Service, PSICC

5/23/16
Date

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



 RICK MAESTAS
 U.S. Forest Service Grants Management Specialist

5/19/16
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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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.

ATTACHMENT 1

GUIDELINES FOR PROCEEDING WITH SEARCH AND RESCUE USING MOTORIZED/MECHANIZED EQUIPMENT IN WILDERNESS

SEARCH

PROCEED:

1. There is good reason to believe that the lost person has a life-threatening injury.
2. There is good reason to believe the lost person will be placed in a life-threatening situation, such as that resulting from a predicted adverse change in the weather.
3. Rescuers are not capable of accomplishing the search without motorized or mechanical equipment.

DO NOT PROCEED:

1. There does not appear to be any indications that the lost person is in a life-threatening situation.
2. Outside request made to locate a person for noncritical reasons.
3. The search method used will result in degradation of wilderness characteristics and alternative search methods are available.

RESCUE

PROCEED:

1. Rescue of people with obvious life-threatening injuries or situations.
2. Recovery of deceased persons.

LIKELY PROCEED:

1. Injury is not life threatening but delay of rescue by hand litter may result in additional injury or serious medical complications.
2. Injury is not life threatening but present or predicted weather would cause delays in travel that could make the injury life threatening.
3. Where topography or footing is so hazardous that it will expose the injured person, and/or the rescue team to a significantly increased risk.

DO NOT PROCEED:

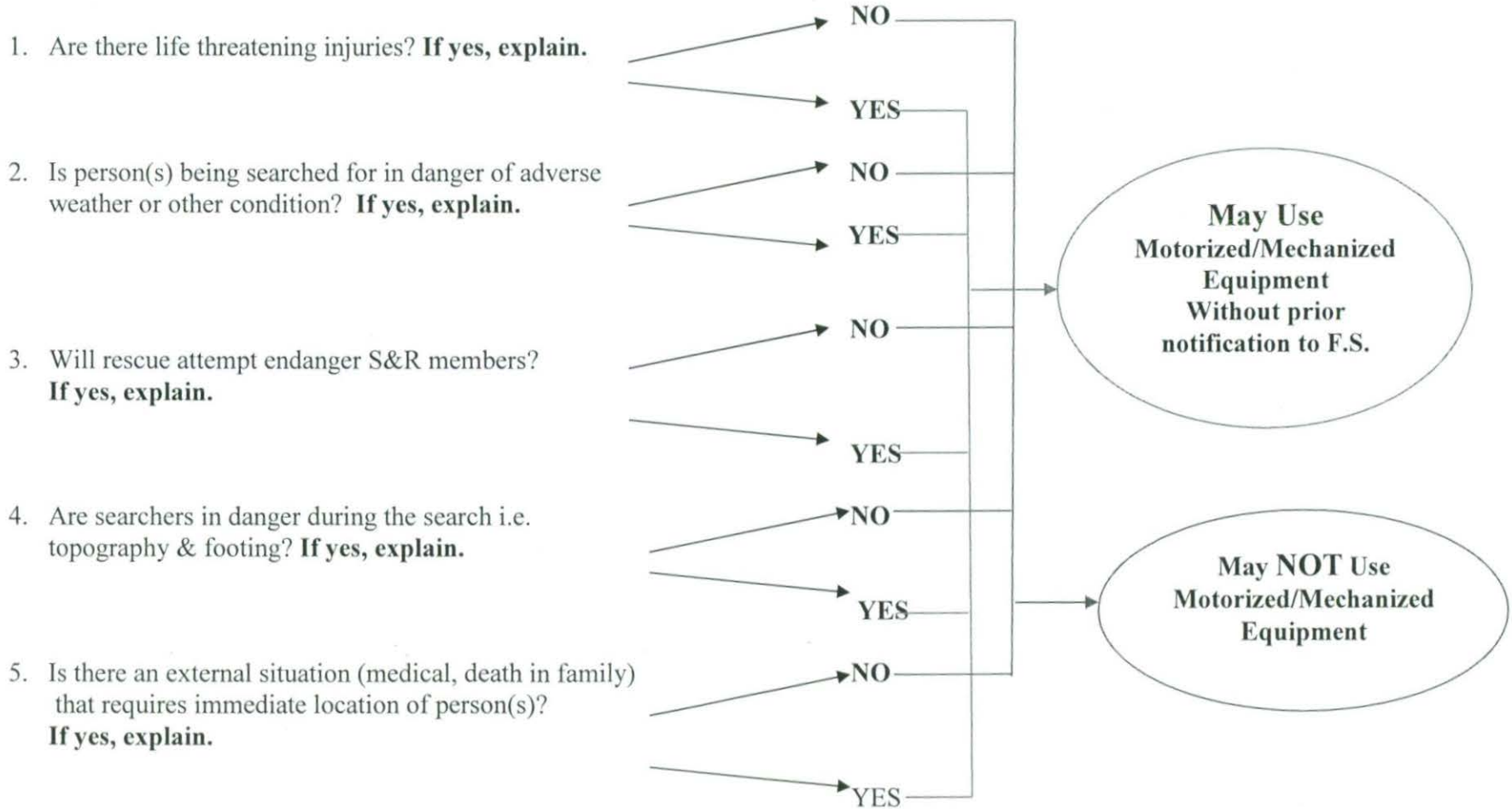
1. When injury is not life threatening and the person can transport him or herself or be transported by non-motorized or non-mechanized means to the nearest logical point outside the Wilderness for rescue.
2. When rescue is proposed for an individual or group as a result of impending changes in the weather, when the person(s) are otherwise not lost or injured.

ATTACHMENT #2

Flow Chart for Search, Rescue, and Extraction operations within designated Wilderness Areas to determine if prior notification to the Forest Service is required for use of mechanized or motorized equipment. Questions need to be analyzed and explained prior to using a helicopter or other motorized/mechanized equipment in Wilderness. If there is not enough information to answer the below questions, NO Motorized/Mechanized Equipment may be used.

Date: _____

Completed by: _____



Please submit this completed form to:

USDA Forest Service, San Carlos District, Westcliffe/Silver Cliff Work Center: Jeff Outhier, 10 Hermit Lane, Westcliffe CO 81252 (719)783-2079 or email: jouthier@fs.fed.us

ATTACHMENT 3

U.S. Forest Service Search & Rescue Information Report

Complete this form for SAR missions on National Forest Lands and return to the Westcliffe/Silver Cliff Work Center, San Carlos Ranger District at 10 Hermit Lane, Westcliffe, CO 81252 tele. # (719) 783-2079

1. Reporting agency and report date: _____

2. Date(s) of incident: _____

3. Name, address and phone number of person(s) reporting Incident: _____

4. Forest Service notified: Time: _____ Date: _____
5. Sheriff notified: Time: _____ Date: _____
6. Other agencies involved: _____

7. Number of persons injured or lost: _____
8. Names, addresses and phone numbers of person(s) injured or lost:

ATTACHMENT 3

13. Method(s) of travel for rescuers while on National Forest Lands: _____

14. Weather: _____

15. Type of aircraft, motorized/mechanized equipment used in Wilderness: _____

16. Date of approval (if required) for motorized/mechanized equipment in Wilderness:

17. Name and title of approving official:

18. Approved Use: Start date: _____ End date: _____

Actual Use: Start date: _____ End date: _____

19. Additional Comments: _____

ATTACHMENT 4

COUNTY SHERIFF NOTIFICATION TO U.S. FOREST SERVICE

U.S. Forest Service, PSICC Contacts

Pueblo Interagency Dispatch Center - **Phone Number (719) 553-1600**
Fax (719) 553-1616

Erin Connelly, U.S. Forest Service, Forest Supervisor, PSICC
Phone Number (719) 553-1400 –Supervisors Office, Pueblo, CO

San Carlos Ranger District

Paul Crespín, District Ranger, San Carlos Ranger District
Phone Number (719) 269-8701 cell (719) 429-0032

Aaron Henrichs, Law Enforcement Officer
Phone Number (719) 269-8705 cell (719) 510-7189

Designated Resource Advisors for San Carlos Ranger District

Jeff Outhier, Resource Advisor, Westcliffe
Phone Number (719) 783-2079 cell (719) 429-4260

Jeffer Wingate, Resource Advisor, La Veta
Phone Number (719) 742-3681 cell (719) 429-0589

John Baumchen, Staff Officer, Canon City
Phone Number (719) 269-8702 cell (575) 303-3779