

FS Agreement No. 18-MU-11062759-011

Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
OREGON STATE SHERIFFS' ASSOCIATION
And The
USDA, FOREST SERVICE
PACIFIC NORTHWEST REGION

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Oregon State Sheriffs' Association, hereinafter referred to as "OSSA," and the USDA, Forest Service, Pacific Northwest Region, hereinafter referred to as the "Forest Service."

Background: This MOU replaces and supersedes existing agreement between the parties NFS 13-MU-11062759-013, which has expired.

Title: SEARCH AND RESCUE IN WILDERNESS

I. PURPOSE:

The purpose of this MOU is to document the cooperation between the parties 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).

II. 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 National Forest System lands, 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 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. *See Appendix A.*

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

III. THE COUNTY SHERIFFS SHALL:

- A. Ensure that all search and rescue operations minimize resource impacts and impacts to wilderness visitors.
- B. Make only the minimum necessary use of motorized equipment or mechanical transport to enter, exit, deliver payloads and travel within wilderness during search and rescue operations.
- C. Make use of motorized equipment or mechanical transport within wilderness for search and rescue operations without prior approval from the Forest Service only as set forth in Section IV (A) and (B) of this Agreement.
- D. Request approval from the Forest Service prior to the use of motorized equipment or mechanical transport in wilderness for search and rescue operations which do *not* conform to situations described in Section IV (A) or (B) of this Agreement.
- E. As soon as possible, but not later than 10 days from the conclusion of the operation, notify the Forest Service of search and rescue activities in wilderness that made use of motorized equipment or mechanical transport, including use within situations described in Section IV (A) and (B) of this Agreement.
- F. Submit a written report within 10 days of the conclusion of the operation. The report shall include the information on the report attached to this Agreement.
- G. Identify the position(s) within the Sheriff's Office to make the decision regarding the use of motorized equipment or mechanical transport in wilderness.

IV. THE FOREST SERVICE SHALL:

- A. Approve, without prior request from the County Sheriffs, the use of motorized equipment or mechanical transport (only to the extent necessary) for search operations in wilderness when:
1. There is a good reason to believe that the lost person has a life-threatening injury or illness, and/or
 2. There is a good reason to believe that the lost person will be placed in a life-threatening situation (e.g. a person was lightly-dressed and a snowstorm is predicted).
- B. Approve, without prior request from the County Sheriffs, the use of motorized equipment or mechanical transport (only to the extent necessary) for the following rescue operations in wilderness:
1. Removal of a person with life-threatening injuries (e.g. heart attack, stroke, serious bleeding, fractured skull, unconsciousness, etc.)
 2. 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 (e.g. significant snowfall, winter storm approaching, etc.)
 3. Removal of deceased persons.
- C. Absent exigent circumstances that would place search and rescue personnel in a life-threatening situation, the approvals in IV (A) and (B) do not include the motorized transport of remaining rescue personnel out of wilderness once the lost or rescued person has been removed.
- D. 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, or to authorize requests made under section III (D).
- E. Take a temporary lead role in any search and rescue emergency in which immediate and quick response will reduce suffering and save lives.
- F. 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.
- G. Limit expenditure of Forest Service funds to search and rescue assistance for

individuals who are lost and/or injured on National Forest System lands unless a search starts on National Forest System lands and then extends to areas immediately beyond the boundaries.

- H. 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.

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

- A. **PLANNING.** For each county within which National Forest System lands are located, the County Sheriff and the Forest Supervisor will meet annually to exchange search and rescue planning data and develop an annual plan for search and rescue activities.
- B. **LEAD ROLE.** The concept of closest forces may be used, and the lead role in the search and rescue 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.
- C. **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.
- D. **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.
- E. **UNMANNED AIRCRAFT SYSTEMS (UASs).** The Forest Service considers UASs, also known as drones, to be aircraft, a type of motorized equipment and mechanical transport. Accordingly, under the Wilderness Act, landing, launching, delivering payloads, or piloting a UAS from within wilderness is subject to the same restrictions as aircraft use. These activities are subject to sections IV (A) and (B). In emergencies, simple search operations utilizing UASs piloted from outside of wilderness that fly over wilderness do not constitute a prohibited use. However, as

with use of any motorized equipment or mechanical transport, as described in section IV (A) and (B), operations should minimize impacts to wilderness visitors. Such impacts include noise and visual impacts of low-flying UASs, as well as concerns related to filming and privacy (e.g. when a camera on a drone is used to capture images). County Sheriffs should notify the Forest Service of UAS use, and UAS use should be reported in accordance with sections III (E) and (F).

- F. **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
Sheriff Matt English, President Oregon State Sheriffs' Association 309 State Street Hood River, OR 97031 Telephone: (541) 386-2098 FAX: (971) 231-2006 Email: Katie.haskins@co.hood-river.or.us	

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Becky Blanchard USDA Forest Service Recreation, Lands & Minerals 1220 SW 3 rd Avenue Portland, OR 97204 Telephone: (503) 808-2449 Email: bpblanchard@fs.fed.us	Dennis Motsinger Grants & Agreements Specialist USDA Forest Service 1220 SW 3 rd Avenue Portland, OR 97204 Telephone: (503) 808-2372 Email: dmotsinger@fs.fed.us

- G. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or OSSA 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 OSSA, at OSSA'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.

- H. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or OSSA from participating in similar activities with other public or private agencies, organizations, and individuals.
- I. 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.

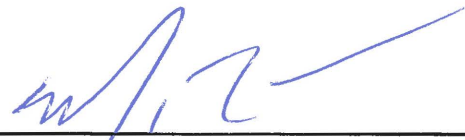
Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated 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 agency's statutory and regulatory authority.

- J. 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.
- K. 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).
- L. 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. OSSA 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 OSSA 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 **December 31, 2022** at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- 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.



MATT ENGLISH, President
Oregon State Sheriffs' Association

4/19/18

Date



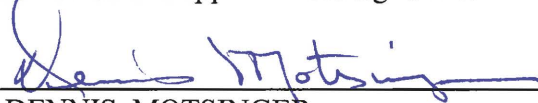
TRACY TOPHOOVEN, Director, Natural
Resources, U.S. Forest Service, Pacific
Northwest Region

4/26/18

Date

Attachments: Appendix A- Definitions
SAR Information Report

The authority and format of this agreement (18-MU-11062759-011) have been reviewed and approved for signature.



DENNIS MOTSINGER
U.S. Forest Service, Grants Management Specialist

2-26-2018

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.

Appendix A

Definition of Wilderness Act, Section 4(c) Prohibited Uses

The National Wilderness Preservation System was established by the Wilderness Act in 1964. Wilderness areas are special areas that are managed differently than most other lands. They are federal lands managed to retain their primitive character and influence, where motorized equipment and mechanical transport are generally not allowed. Wilderness areas are managed by the Forest Service, Bureau of Land Management, National Park Service, and U.S. Fish and Wildlife Service. The Forest Service manages 445 Wilderness areas in the United States. These areas include 36.5 million acres of National Forest System lands.

Search and rescue operations within Wilderness areas are governed by the Wilderness Act. Section 4(c) of the Act states:

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, and no structure or installation within any such area.

The Forest Service Manual provides criteria for considering use of any motorized equipment or mechanical transport in Wilderness areas. Their use for search and rescue operations may be approved by the Forest Supervisor (or District Ranger if they have met the wilderness training requirement). This approval must be based on a determination that there exists:

Emergencies where the situation involves an inescapable urgency and temporary need for speed beyond that available by primitive means. Categories include fire suppression, health and safety, law enforcement involving serious crime or fugitive pursuit, removal of deceased persons, and aircraft accident investigations. [Forest Service Manual 2326.1]

Uses prohibited under Section 4(c) of the Wilderness Act “except as necessary to meet minimum requirements for the administration of the area for the purposes of the Act (including measures required in emergencies involving the health and safety of persons within the area)” are defined as follows:

Temporary road

A road necessary for emergency operations or authorized by contract, permit, lease, or other written authorization that is not a forest road and that is not included in a forest transportation atlas.

Motor Vehicle

Any vehicle which is self-propelled, other than: (1) a vehicle operated on rails; and (2) any wheelchair or mobility device, including one that is battery-powered, that is designed solely for use by a mobility-impaired person for locomotion and that is suitable for use in an indoor pedestrian area. Vehicle means any device in, upon, or by which any person or property is or may be transported, including any frame, chassis, or body of any motor vehicle, except devices used exclusively upon stationary rails or tracks.

Examples: Snowmobiles, ATVs, motorcycles, trucks, cars

Motorized Equipment

Machines that use a motor, engine, or other non-living power source. This includes, but is not limited to, such machines as chain saws, aircraft (including Unmanned Aircraft Systems, also called drones), snowmobiles, generators, motorboats, and motor vehicles. It does not include small battery or gas-powered hand-carried devices such as shavers, wristwatches, flashlights, cameras, stoves, or other similar small equipment.

Motorboat

Definition: Any means of transportation over water that is powered by a motor, engine, or other non-living powersource.

Examples: Gasoline- or electric-powered vessels, including personal watercraft

Landing of Aircraft

Definition: Bringing down to the surface of the earth (land, water, snow, or ice) any aircraft or anything attached to or carried by an aircraft, (including external sling loads) during or after a flight. Aircraft are defined as any means of transportation through the air, whether or not it is motorized or remotely controlled.

Examples of aircraft: Helicopters, airplanes, hang gliders, parachutes, Unmanned Aircraft Systems (UASs, also called drones)

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.

Structure

Definition: Anything made by humans that is intended for human occupation and is left behind when the builder leaves the wilderness.

Examples: Cabins, trail bridges, maintenance sheds

Installation

Definition: Anything made by humans that is not intended for human occupation and is left behind when the installer leaves the wilderness.

Examples: Weather stations, radio towers

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. USFS Official authorizing incursion if requested under section III (c):

8. 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

9. Weather: _____

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

FS Agreement No. 18-MU-11062759-011
Cooperator Tax ID No. _____
Cooperator Agreement No. _____

11. Description of incident: _____

12. Additional comments: _____

13. Date Sheriff Notified: _____ Time: _____

14. Date Forest Service Notified: _____ Time: _____

Submit report to the office of the Forest Supervisor at
the conclusion of the incident.
