MEMORANDUM OF UNDERSTANDING

BETWEEN

# A.J. Johnson, Eagle County Sheriff

AND

UNITED STATES DEPARTMENT OF AGRICULTURE

FOREST SERVICE

White River National Forest

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between the A.J. Johnson, Eagle County Sheriff, hereinafter referred to as County Sheriff, and United States Department of Agriculture Forest Service, White River National Forest, hereinafter referred to as Forest Service.

1. PURPOSE:

The purpose of this MOU is to clarify and streamline the approval processes for motorized search and rescue in wilderness.

1. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

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

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

1. FOREST SERVICE SHALL:

Approve, without prior request from the County Sheriff, the use of motorized equipment (only the extent necessary) in the Wilderness as follows:

**A. RESCUE**

1. Removal of people with obvious life-threatening injuries; (i.e. heart attack, stroke, serious bleeding, fractured skull, unconsciousness, etc.).

2. 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.).

3. Removal of deceased persons.

4. When the topography or footing is so hazardous that is will expose the injured party or the rescue team to the probability of additional or new serious injury.

**B. SEARCH**

1. When there is a good reason to believe that the person being searched for has a life-threatening injury.

2. 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.).

3. When the only potential rescuers are not physically capable of accomplishing the search without motorized or mechanical equipment.

4. When there is an external situation requiring immediate location of a person within the Wilderness; (i.e. a signed affidavit in which a parent has to give written permission for surgery of a child, etc.).

5. When the topography or footing is so hazardous that it will expose the search team to probability of additional or new serious injury.

D. THE COUNTY SHERIFF SHALL:

1. Make use of mechanical and motorized equipment within the Wilderness without prior request of the Forest Service only as set forth above.

2. Report to the Forest Service Project Contact all "approved without prior request" search and rescue operations within **48 hours** of the beginning of operations. The report will include the information on the attached report form.

3. Make proper request to the Forest Service for the use of mechanized or motorized equipment in the wilderness for all search and rescue operations not covered in the "approved without prior request" list.

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. The Forest Service and the County Sheriff shall meet annually to review all wilderness search and rescue operations that occurred within their county during the previous calendar year.

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

|  |  |
| --- | --- |
| *Forest Service Project Contact* | ***Cooperator Project Contact*** |
| Beth Boyst |  |
| Wilderness Specialist |  |
| PO Box 190 |  |
| Minturn, CO 81645 |  |
|  |  |
| Phone: 970-827-5168 | Phone: |
| FAX: 970-827-9343 | FAX: |
| E-Mail: bboyst@fs.fed.us | E-Mail |

|  |  |
| --- | --- |
| *Forest Service Administrative Contact* | ***Cooperator Administrative Contact*** |
| Martha J. Ketelle | A.J. Johnson |
| Forest Supervisor | Eagle County Sheriff |
| PO Box 948 |  |
| Glenwood Springs, CO 81602-0948 |  |
|  |  |
| Phone: 970-945-2521 | Phone: |
| FAX: 970-945-3266 | FAX: |
| E-Mail: mketelle@fs.fed.us | 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 June 1, 2007 at which time it will expire unless extended.

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

|  |  |  |
| --- | --- | --- |
|  |  | USDA FOREST SERVICE |
|  |  |  |
|  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | |  | EAGLE COUNTY SHERIFF | |
|  | DATE |  |  | DATE |
|  | |  |  | |

|  |
| --- |
| The authority and format of this instrument has been reviewed and approved for signature. |
|  |
| DATE |
| FS Agreements Coordinator |

**White River 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. Weather:**

**8. Method(s) of travel for rescuers:**

**9. Additional comments:**

**10. Date Sheriff Notified: Time:**

**11. Date Forest Service Notified: Time:**

|  |
| --- |
| Report should be completed within 48 hours of an incident.  Return to Forest Service Project Coordinator. |