

FS Agreement No. 16-MU-11031200-006
Cooperator Agreement No. _____

MEMORANDUM OF UNDERSTANDING
Between The
PINAL COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
TONTO NATIONAL FOREST

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Pinal County Sheriff's Office, hereinafter referred to as "**Cooperator**" and the USDA, Forest Service Tonto National Forests, hereinafter referred to as the "**U.S. Forest Service.**"

Title: Pinal County Search and Rescue Operations.

PURPOSE: The purpose of this MOU is to document the cooperation between the parties to provide an understanding of the working relationship between the U.S. Forest Service and the cooperator in relation to search and rescue operations and law enforcement operations involving serious crime or fugitive pursuit that are conducted within and near the boundaries of the National Forests in accordance with the following provisions and clarify the 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).

I. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

Whereas, the cooperator has responsibility for Search and Rescue Operations on all lands within Pinal County;

Whereas, the U.S. Forest Service has the responsibility for the management and resource protection of National Forest System (NFS) lands, including Wilderness within the Tonto National Forests; and

Whereas, the cooperator is the local public authority with primary responsibility for protection of life and property and public safety, and for conducting search and rescue missions on NFS lands within Pinal County. The role of the U.S. Forest Service in search and rescue operations and law enforcement operations involving serious crime or fugitive pursuit is one of primary support. As such, the U.S. Forest Service may, in meeting its responsibility to the public, take a temporary lead role in any



search and rescue emergency in which immediate response will reduce suffering or save lives. Through coordinated cooperative efforts, the U.S. Forest Service and the County Sheriff will meet their responsibilities to be responsive to the need for public safety on or near NFS lands within Pinal County.

To protect the wilderness resource, the Wilderness Act 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.

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

II. COOPERATOR SHALL:

- A. Commit cooperator's resources to the scene of the incident and assume command through the Incident Command System.
- B. Primary Logistic and Dispatch Support for Search and Rescue missions will be the responsibility of the cooperator and its supporting organization.
- C. Notify the U.S. Forest Service immediately upon the need for search and rescue or other law enforcement operations on National Forest lands. The Sheriff's Office will call the dispatch center with jurisdiction; i.e. Tonto NF lands (Phoenix Dispatch Center - PHC).
- D. Identify the position(s) within the Cooperator's office to make the decision regarding the use of motorized equipment or mechanical transport in wilderness.
- E. Contact the U.S. Forest Service Dispatch Center to request approval from the Forest Supervisor, District Ranger, or Acting District Ranger if the use of motorized equipment or mechanical transport in the Wilderness will be necessary.
- F. Make only the minimum necessary use of motorized equipment or mechanical transport to enter, exit, and travel within NFS lands and the Wilderness area(s) to minimize impacts to natural resources as much as possible during search and rescue operations. Collaborate with assigned U. S. Forest Service liaison and/or resource advisor to help minimize impacts to natural resources and U. S. Forest Service facilities. Document the incident(s) with the use of a written report at the conclusion of the operations. The report will include the information on the report form, attached and made a part of this instrument (Exhibit A).

III. THE U.S. FOREST SERVICE SHALL:

- A. Take immediate action in emergency situations, as deemed necessary and practical under the circumstances and within U. S. Forest Service policy allowances.
- B. Advise the cooperator of the incident and the action taken.
- C. Relinquish the primary responsibility of the incident to the cooperator or representative upon the arrival on the scene, or when requested.



D. Assist the cooperator by:

- Designating a Forest Service Law enforcement Officer or other personnel to liaison between the agencies and a U.S. Forest Service Resource advisor when appropriate.
- Utilizing the necessary and appropriate U.S. Forest Service resources to the incident, if such resources are available as long as said resources and personnel are operating within the scope of their duties and/or training.
- Notifying the appropriate U.S. Forest Service District Ranger or Acting District Ranger of the incident and need for personnel through the appropriate U.S. Forest Service Dispatch Center. The District Ranger or Acting District Ranger will coordinate the needed resources, as appropriate and available.
- The appropriate line officer will approve, after request has been made by the cooperator as described above in II. (E.), the use of motorized equipment or mechanical transport (only to the extent necessary) for search, rescue and other law enforcement operations within U. S. Forest Service wilderness areas that include the following:

RESCUE

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

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., unusual snowfall, winter storm approaching, etc.).

Removal of deceased persons.

SEARCH

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

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.).

LAW ENFORCEMENT OPERATIONS

Fugitive pursuit and apprehension.

Crimes in progress, when such crimes present a threat to public welfare and safety or when such crimes threaten to diminish the quality and character of the wilderness resource.

Response to requests for mutual aid and assistance made by the U. S. Forest Service or any other federal, state or local law enforcement entity.



- In the event the U. S. Forest Service is unavailable or delayed in responding to cooperators' requests for motorized equipment or mechanized transport within wilderness and the above criteria applies, the cooperator is authorized to use motorized equipment or mechanical transport in wilderness without prior approval.

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

- A. Communication and coordination between the Parties is necessary to cooperate and render assistance in search and rescue operations of lost, ill, injured or deceased persons and law enforcement operations involving serious crime or fugitive pursuit when such events are conducted within or near the boundaries of Tonto National Forests within Pinal County, Arizona.
- B. Mutual cooperation and approval is necessary on each incident in the development and application of plans to guide search and rescue operations.
- C. There is no authority for the U.S. Forest Service to conduct search and rescue operations and to expend federal funds outside the external boundaries of NFS lands. However, if a search starts inside the exterior boundaries of the National Forest, it may extend to areas immediately outside these boundaries if the exigencies of the situation demand.
- D. Use of motorized equipment or mechanical transport, including aircraft landings, within the wilderness is prohibited without U.S. Forest Service authorization. Forest Supervisors and/or District Rangers may authorize such use for emergency situations that involve inescapable urgency and temporary need for speed beyond the available by primitive means, such as health and safety, law enforcement involving serious crime or pursuit, removal of deceased persons, and aircraft accident investigations. In the event of an emergency involving preservation of human life, the cooperator may, after unsuccessfully attempting to obtain permission from the District Ranger, enter Wilderness areas. The District Ranger will be notified of this action as soon as possible.
- E. Each Party to this agreement shall keep the other informed of the important events and decisions relating to the incident, such as media coordination requests for additional services, and termination of abandonment of rescue efforts.
- F. All questions pertaining to cooperative efforts by the Parties of this Memorandum of Understanding will be referred to the Forest Supervisor and the County Sheriff for final decision.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.



Principal Cooperator Contacts:

Name: Douglas Peoble, Sergeant
Address: Pinal County Sheriff's Office
P.O. Box 867
City, State, Zip: Florence, AZ 85132
Telephone: (520)-858-5586
FAX: (520)-866-5100
Email: douglas.peoble@pinalcountyyaz.gov

Forest Service Project Contact

Neil Bosworth, Forest Supervisor
Tonto National Forest
2324 E. McDowell Road
Phoenix, AZ 85006-2440
602-225-5201
FAX: 602-225-5295
E-Mail: nbosworth@fs.fed.us

Forest Service Dispatcher

Tonto N. F. Dispatcher (PHC)
480-457-1551

Cooperator Administrative Contact

Name: Linda Martinez
Address: Pinal County Sheriff's Office
P.O. Box 867
City, State, Zip: Florence, AZ 85132
Telephone: (520) 866-5144
FAX: (520) 866-5100
Email: linda.martinez@pinalcountyyaz.gov

Forest Service Administrative Contact

Sherry Smith, Grants Mgmt. Specialist
Tonto National Forest
2324 East McDowell Road
Phoenix, AZ 85006
602-225-5383
FAX: 602-225-5361
E-Mail: sherrysmith@fs.fed.us

H. NON-LIABILITY. The U.S. Forest Service does not assume liability for any third party claims for damages arising out of this MOU.

I. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the 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 the County Sheriff, at the County Sheriff'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.

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



- K. ENDORSEMENT. Any County Sheriff contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the County Sheriff's products or activities.
- L. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purposes(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law. Each party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
- M. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no United States member of, or United States delegate to, Congress shall be admitted to any share or part of this MOU, or benefits that may arise therefrom, either directly or indirectly.
- N. 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).
- O. TERMINATION. Any of the Parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- P. 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.
- Q. 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.



- R. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through **May 31, 2019**, at which time it will expire.
- S. REVIEW. An "after action review" shall be conducted between the County Sheriff and the U. S. Forest Service when both parties deem it is necessary and beneficial. The after action review may be conducted by telephone if appropriate. The U. S. 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.
- T. 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.



 PAUL BABEU, Pinal County Sheriff
 Pinal County Sheriff's Office

10/27/16

 Date

 Chair
 Pinal County Board of Supervisors

 Date

Attest:

 CLERK
 Pinal County

 Date

APPROVAL AS TO FORM:

 DEPUTY COUNTY ATTORNEY
 Pinal County

 Date



NEIL J. BOSWORTH, Forest Supervisor
U.S. Forest Service, Southwestern Region

Date

ROBIN L. POAGUE, Acting Special Agent in Charge
U.S. Forest Service, Southwestern Region

Date

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

SHERRY SMITH
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

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