



Clackamas County Sheriff's Office

May 20, 2020

Diana Worthen, President
Pacific Northwest Search & Rescue
PO BOX 1263
Oregon City, OR 97045

Re: Letter of Intent for Search and Rescue Agreement

The purpose of this letter is to outline the terms for a new relationship between the Clackamas County Sheriff's Office (CCSO) and Pacific Northwest Search & Rescue (PNW) that the parties believe will improve search and rescue operations in Clackamas County. The parties previously negotiated a Search and Rescue Organization Agreement that was executed by PNW on December 30, 2019 and by CCSO on January 13, 2020, but not yet executed by the Board of County Commissioners (the "Phase 1 Agreement"). CCSO and PNW have determined to negotiate a more comprehensive agreement rather than finalize the Phase 1 Agreement.

CCSO is in the process of forming a new search and rescue organization to be referred to as Clackamas County Search and Rescue (CCSAR). CCSO and PNW intend for PNW to become a Service Provider to CCSAR with the initial terms of membership outlined in this letter of intent. The parties recognize that establishing this new relationship will require the negotiation of a definitive agreement. The parties have executed this letter to evidence their intention to proceed in mutual good faith to negotiate and finalize the definitive agreement consistent with the following terms for PNW's membership in CCSAR:

1. PNW will represent itself to the public as, "Pacific Northwest Search & Rescue, a Service Provider of Clackamas County Sheriff's Office Search and Rescue." PNW, in addition to its own logo, will display the CCSAR logo on its vehicles, social media platforms and member uniforms. The definitive agreement will include a process for phasing these new logos requirements.
2. In accordance with OSSA guidelines, PNW will require its rescuers to complete, a minimum level of initial training and to maintain a minimum level of annual training in order to maintain field-deployable status. The definitive agreement will specify minimum annual hours of CCSAR general search and rescue training for PNW rescuers.
3. PNW will allow CCSO deputies to attend PNW training.

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4. PNW will adopt and comply with personnel policies to be determined by CCSO to be specified in the definitive agreement to include: anti-harassment, anti-discrimination and driving policies.
5. To be eligible for deployment, PNW rescuers are required to pass an initial criminal history check, background investigation and drug test administered by CCSO at its expense. The scope of these requirements will be specified in the definitive agreement. PNW members will not be subject to periodic or random drug testing except for cause. Additionally, PNW will certify each eligible member is physically and mentally capable of performing all assigned tasks for their level of training prior to deployment.
6. PNW rescuers will adhere to CCSAR Code of Conduct in the performance of duties.
7. CCSO will provide PNW reasonable access to its facilities for purposes of training, vehicle storage and equipment storage.
8. CCSO will support PNW's public education messaging on CCSO's social media and other public communication platforms. All media releases regarding search and rescue missions, both pre and post mission, must be approved through the SAR coordinator and/or CCSO on duty PIO.
9. PNW will maintain its status as an Oregon non-profit corporation and its tax exempt status under 501(c)(3) of the Internal Revenue Code.
10. PNW will not independently seek funding of SAR operations through Oregon State Sheriff's Association, Clackamas County, State of Oregon, or federal entities without authorization by CCSO. PNW is permitted to seek non-competing funding for team training, equipment and needs that are not related to SAR operations.
11. The definitive agreement will incorporate the intentions of sections 2,3,4,5,7,8,9 and 11(P) of the Phase 1 Agreement.
12. CCSO and PNW shall meet at least twice annually to review the terms of this relationship and develop changes as appropriate.

This letter is an expression of the intent of the parties and no party shall be bound until a definitive agreement has been negotiated, approved and duly executed and delivered by CCSO and PNW.

Sincerely,



Sheriff Craig Roberts

Accepted and Agreed:
Pacific Northwest Search & Rescue



26 May 2020

Diana Worthen, President

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