

COPY

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF
CONSERVATION AND NATURAL RESOURCES**

This AGREEMENT dated _____ day of _____, 1998, between The Appalachian Search and Rescue Conference, Inc., hereinafter referred to as "ASRC" and the Department of Conservation and Natural Resources, hereinafter referred to as "DCNR".

WITNESSETH, WHEREAS, ASRC has a specific interest in advancing search and rescue efforts in the Commonwealth; and,

WHEREAS, ASRC will provide volunteer search and rescue resources to the Commonwealth; and,

WHEREAS, DCNR is the designated coordinator and responsible agent in the Commonwealth for Search and Rescue Services on state parks, forest lands, preserves and properties; and,

WHEREAS, ASRC and DCNR desire to define operational relationships between the two parties.

NOW THEREFORE, in consideration of the foregoing and as prescribed hereafter, ASRC and DCNR, mutually intending to be legally bound, agree as follows:

- I. When ASRC is considered a DCNR resource operating under the authority of the Commonwealth of Pennsylvania in responding to a search and rescue incident, the following will be recognized:
 - A. When ASRC is requested to respond to a search incident by DCNR, or coordinated by DCNR, DCNR will advise ASRC of the incident number and enter a note in its operations log authorizing ASRC to respond as a resource of the Commonwealth of Pennsylvania. DCNR does not authorize activity outside DCNR's physical or geographical jurisdiction.
 - B. If ASRC is requested to respond to an incident in Pennsylvania by anyone other than DCNR, i.e., State Police, local or County Government authorities, ASRC will contact DCNR and advise them of the request. It is understood that the procedure of advising DCNR of that request does not constitute any level of authorization by DCNR.
 - C. Where volunteer search and rescue resources from ASRC are used as a DCNR resource, those ASRC resources, acting within the scope of a recognized volunteer service are protected by the Act of June 29, 1995, P. L. 89, No 18 (71 P. S. Section 1340.310) to the extent that coverage is

provided and subject to any applicable limitations. ASRC is responsible for documenting and reporting total volunteer hours incurred during a search and rescue to DCNR's SAR Point of Contact (POC). DCNR's POC is Ken Boyles, Park Manager, Colonel Denning State Park, 1599 Doubling Gap Road, Newville, PA 17241-9545, telephone 717-776-5272, fax 717-776-4640.

- II. DCNR reserves the right to allocate any services to a particular search and rescue incident based on availability, appropriateness and the resources needs of other incidents that may be in progress or that may develop. ASRC leaders and field team members should meet DCNR's standards and qualifications for a SAR field team.
- III. ASRC may provide services to any agency or group to whom it wishes to respond. DCNR does not assume any responsibility, nor does it exercise any authority in situations where a response is not at DCNR's request, or with DCNR's specific authorization or at DCNR's direction and/or supervision; or when a response entails SAR activity outside DCNR's physical or geographical jurisdiction.
- IV. When ASRC provides services in Pennsylvania, it is understood ASRC will select a representative at the incident site to serve as ASRC agency representative to the responsible DCNR representative. The overall DCNR SAR Point of Contact is Ken Boyles, Park Manager, Colonel Denning State Park. (See Paragraph IC above.)
- V. This AGREEMENT does not preclude ASRC from participating in ground search and rescue activities for lost persons in which DCNR is not a participant, and conversely, the Agreement does not require DCNR to include ASRC in its search and rescue activities.
- VI. It is understood that information obtained by, or discussed with, ASRC members during a search and rescue operation is confidential, and will only be discussed with appropriate Commonwealth representatives. Further, it is understood that no ASRC member will discuss information pertinent to any incident with the media. And, it is understood that all media will be referred to appropriate DCNR representatives.
- VII. This AGREEMENT shall remain in effect for a term of one year and thereafter shall be automatically renewed in successive one-year terms, unless otherwise provided, up to a total of ten years.
- VIII. The terms and conditions of this AGREEMENT may be amended in writing at any time by the mutual agreement of both parties.

IX. Either ASRC or DCNR may terminate this AGREEMENT at any time by providing 60 days written notices to the other party.

X. ASRC shall at all times hereafter indemnify and save harmless the COMMONWEALTH OF PENNSYLVANIA from and against any and all detriment, damage, loss, claims, demands, suits, costs and expenses not herein provided for which the COMMONWEALTH OF PENNSYLVANIA may suffer, sustain or be subjected to, directly or indirectly, by reason of ASRC activities.

XI. This AGREEMENT supercedes any other Agreements between the two parties.

WITNESS:

Department of Conservation
and Natural Resources

John Plonski
Executive Deputy Secretary

WITNESS:

Appalachian Search and Rescue
Conference, Inc.

Secretary/Treasurer

President

APPROVED FOR FORM
AND LEGALITY:

Chief/Assistant Counsel
Department of Conservation
and Natural Resources

Office of the Attorney General