



FS Agreement No. _____
Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE FREQUENCY USE
Between The**

**And The
USDA, FOREST SERVICE
NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between _____, hereinafter referred to as “_____,” and the U.S. Forest Service, _____ National Forest, hereinafter referred to as the U.S. Forest Service.

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties for sharing of specific radio frequencies that are authorized to each party, in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This MOU provides efficient, cost effective radio communications to support the protection of life and property management policies of the parties to this MOU

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

III. SHALL:

- A. Determine the dispatch and management procedures to be used for _____’s frequencies listed herein.
- B. Provide evidence of authorization to operate _____’s frequencies listed herein and to immediately notify the U.S. Forest Service when conditions of the authorization to operate change, or the authorization becomes invalid.
- C. Use U.S. Forest Service frequencies for official use when required for testing, maintenance, employee and public safety, fire suppression, or joint operations between parties.
- D. Cease operating on U.S. Forest Service frequencies when requested by the U.S. Forest Service.
- E. Submit an application through the Federal Communications Commission (FCC) for licenses to operate on the U.S. Forest Service frequencies listed in Exhibit A to this MOU.
- F. Allow the U.S. Forest Service usage of _____’s frequencies listed in Exhibit A.



Note: The frequency data contained in Exhibit A is Sensitive but Unclassified (SBU) and is not releasable under the Freedom of Information Act.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Determine the dispatch and management procedures to be used for the U.S. Forest Service frequencies listed herein.
- B. Provide evidence of authorization to operate on the U.S. Forest Service frequencies listed herein and to immediately notify _____ when conditions of the authorization to operate change, or the authorization becomes invalid.
- C. Use _____'s frequencies for official use when required for testing, maintenance, employee and public safety, fire suppression, or joint operations between the parties.
- D. Cease operating on _____'s frequencies when requested by _____.
- E. Submit an application through the National Telecommunications and Information Administration (NTIA) for a license to operate on _____'s frequencies listed in Exhibit A to this MOU.
- F. Allow _____ usage of U.S. Forest Service frequencies listed in Exhibit A.

Note: The frequency data contained in Exhibit A is Sensitive but Unclassified (SBU) and is not releasable under the Freedom of Information Act.

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

- A. Each party shall maintain administrative control of their radio frequencies and will be responsible for all use of the frequency.
- B. Frequency use is limited to the restrictions imposed on Radio Frequency Authorization (RFA) supplied by the U.S. Forest Service, and/or _____ and may be installed in mobile and portable radios for operational use between the U.S. Forest Service and _____ as designated by each party.
- C. Each party shall furnish their own radio communications equipment to operate on the frequencies listed in Exhibit A to this MOU.
- D. Equipment shall be and remain the property of each party who furnished it, and that party shall be the licensee thereof pursuant to the Federal Communications Commission (FCC) and International Radio Advisory Committee (IRAC) regulations.
- E. Each party is authorized to operate their equipment for test purposes, maintenance, reliability checks and operational use.



The parties agree to operate and maintain their equipment in accordance with FCC and NTIA regulations and operational parameters as established by this MOU. **shall submit an application through the FCC to apply for a license to operate on the listed frequencies.** Federal licenses may be acquired without cost by submitting form: FCC-601 (Main) FCC-601D (Station Location & Antenna Structure Information) & FCC-601H (Private Land Mobile & Land Mobile Auxiliary Radio Service Information) to the FCC at the following address:

Federal Communications Commission
1270 Fairfield Road
Gettysburg, PA 17325

F. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this instrument.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name:	Name:
Address:	Address:
City, State, Zip:	City, State, Zip:
Telephone:	Telephone:
FAX:	FAX:
Email:	Email:

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

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

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

ENDORSEMENT. Any of _____'s contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of _____'s products or activities.

- J. 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.
- 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. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- M. DEBARMENT AND SUSPENSION. _____ 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 _____ 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.
- N. 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.

COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through _____ at which time it will expire, unless extended by an executed



modification, signed and dated by all properly authorized, signatory officials. Expiration date shall be concurrent with that of the IRAC authorizations.

O. 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.

_____, Date

_____, Date
U.S. Forest Service,

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

_____, Date
U.S. Forest Service Grants & Agreements Specialist

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.



EXHIBIT A

Frequency and Use

National Forest

Transmit	Receive	USE	TX Tone	Rx Tone	Remarks

Equipment (Repeater) location(s):

Frequency and Use

Transmit	Receive	USE	TX Tone	Rx Tone	Remarks

Equipment (Repeater) location(s):



Note 1: Frequencies will be used for official use only, and are authorized for use in Mobile and Portable Radios. Official use is defined as any joint operation (as described in sect's III and IV) between the U.S. Forest Service and .

Note 2: Federal frequencies were converted to narrow-band capability (12.5khz operations) on 12/31/2004 for VHF and converted to narrow-band capability for UHF on 12/31/2008. All cooperative agencies utilizing federal frequencies must operate in the 12.5khz bandwidth on designated channels as identified by the U.S. Forest Service.

Note 3: The frequency data contained in this agreement is Sensitive but Unclassified (SBU) and is not releasable under the Freedom of Information Act.