



FS Agreement No. _____

Cooperator Agreement
No. _____

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE FREQUENCY USE**

Between The

And The

USDA, FOREST SERVICE

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the _____, hereinafter referred to as “_____,” and the United States Department of Agriculture (USDA), Forest Service, _____, 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 Controlled Unclassified Information (CUI) and is not releasable under the Freedom of Information Act.
- G.

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 Controlled Unclassified Information (CUI) and is not releasable under the Freedom of Information Act.

X

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 Interdepartment Radio Advisory Committee (IRAC) regulations.
- E. Each party is authorized to operate their equipment for test purposes, maintenance, reliability checks and operational use.
- F. The parties agree to operate and maintain their equipment in accordance with FCC and NTIA regulations and operational parameters as established by this MOU.
- G. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

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:

- H. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement acknowledges that it: 1) does not have a tax



delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds has expended in violation of sections 433 and 434.

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: X

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.X

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. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- M. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- N. 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.
- O. 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. X

P. 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 agreement have been reviewed and approved for signature.

Date

U.S. Forest Service Grants Management 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. Response to this collection of information is Mandatory (Title VIII of IJJA). The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing the 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 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, S.W., Washington, DC 20250-9410, or call toll free at (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.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 522) govern the confidentiality to be provided for information received by the Forest Service.



CONTROLLED UNCLASSIFIED INFORMATION/BASIC

EXHIBIT A

Frequency and Use

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.

CONTROLLED UNCLASSIFIED INFORMATION/BASIC