



MARIPOSA COUNTY

Sheriff's Office · (209) 966-3615



RESOLUTION - ACTION REQUESTED 2019-573

MEETING: October 1, 2019
TO: The Board of Supervisors
FROM: Doug Binnewies, Sheriff-Coroner-Public Administrator
RE: Forest Service Radio Frequency Memorandum of Understanding

RECOMMENDATION AND JUSTIFICATION:

Approve a Five-Year Agreement with the United States Department of Agriculture, Forest Service for Cooperative Radio Frequency Use; and Authorize the Board of Supervisors Chair to Sign the Agreement.

The purpose of this agreement is to document the cooperation between the parties for sharing of specific radio frequencies that are authorized to each party, in accordance with the attached provisions. This MOU provides efficient, cost effective radio communications to support the protection of life and property management policies of the parties to this MOU.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors has been supportive of cooperative agreements between Mariposa County and allied agencies.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement and the affected agencies will not be able to utilize cooperative radio frequencies.

FINANCIAL IMPACT:

There is no financial impact to either party.

ATTACHMENTS:

FS Radio Frequency Use 2019 2024 (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Menetrey

FS Agreement No. 20-MU-11051360-001
Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE FREQUENCY USE
Between The
MARIPOSA COUNTY SHERIFF'S OFFICE
And The
USDA, FOREST SERVICE
SIERRA NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the Mariposa County Sheriff office, hereinafter referred to as "Cooperator," and the U.S. Forest Service, Sierra 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. THE MARIPOSA COUNTY SHERIFF OFFICE SHALL:

- A. Determine the dispatch and management procedures to be used for Cooperator's frequencies listed herein.
- B. Provide evidence of authorization to operate Cooperator'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 Cooperator'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 Cooperator when conditions of the authorization to operate change, or the authorization becomes invalid.
- C. Use Cooperator'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 Cooperator's frequencies when requested by Cooperator.
- E. Submit an application through the National Telecommunications and Information Administration (NTIA) for a license to operate on Cooperator's frequencies listed in Exhibit A to this MOU.
- F. Allow Cooperator 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 Cooperator and may be installed in mobile and portable radios for operational use between the U.S. Forest Service and Cooperator 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.



- 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. Mariposa County Sheriff Office **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

- 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
Doug Binnewies, Sheriff P.O. Box 276 Mariposa, CA 95338 Telephone: (209) 966-3615 FAX: (209)742-5090 Email: N/A	Chris Ramirez, Captain P.O. Box 276 Mariposa, CA 95338 Telephone: (209) 966-3615 FAX: (209) 742-5090 Email: cramirez@mariposacounty.org

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cody Wheeler, Patrol Captain 1600 Tollhouse Road Clovis, CA 93611 Telephone: (559) 297-0706 Ext 4986 FAX: N/A Email: cody.wheeler@usda.org	Vickie Marks 1600 Tollhouse Road Clovis, CA 93611 Telephone: 559-297-0706 Vickie.marks@usda.gov

- 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 Cooperator 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 Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.

- I. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or Cooperator 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 Cooperator, at Cooperator'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 Cooperator from participating in similar activities with other public or private agencies, organizations, and individuals.
- K. ENDORSEMENT. Any of Cooperator's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of Cooperator'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. 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).
- N. 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.

- 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. Mariposa County Sheriff Office 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 Cooperator 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 September 30, 2024 at which time it will expire.
- S. 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.


DOUG BINNEWES, SHERIFF
Mariposa County Sheriff's Office

8/19/2019
Date


DEAN GOULD, FOREST SUPERVISOR
U.S. Forest Service, Sierra National Forest

10/28/19
Date

APPROVED AS TO FORM:


STEVEN W. DAHLEM
COUNTY COUNSEL



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

KAREN MCWILLIAMS

U.S. Forest Service Grants Management Specialist

Date

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

Sierra National Forest

Transmit	Receive	USE	TX Tone	Rx Tone	Remarks
162.9625	171.7875	SNF LE	NA	NA	LE Direct
163.6875	171.4750	SNF Admin	1 thru 12	1 thru 12	SNF CH 2
164.7875	172.2250	SNF Fire	1 thru 12	1 thru 12	SNF CH 4
168.2000	168.2000	NIFC Tac 2	NA	NA	TAC 2
168.0250	168.0250	LE Tactical	NA	NA	LE SZ Direct
164.3625	172.5125	LE South Zone	1,5,9	1,5,9	LE Repeat

Equipment (Repeater) location(s):

Tone 1 Signal Peak, Tone 5 Shuteye Peak, Tone 9 White Bark

Frequency and Use

Mariposa County Sheriff Office

Transmit	Receive	USE	TX Tone	Rx Tone	Remarks
158.8950	153.9950	Mariposa Sheriff	100	100	MAR SO N
158.8950	153.9950	Mariposa Sheriff	131.8	131.8	MAR SO S