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STATE OF NEW HAMPSHIRE
DEPARTMENT of NATURAL and CULTURAL RESOURCES
DIVISION OF FORESTS AND LANDS

172 Pembroke Road Concord, New Hampshire 03301
Phone: 603-271-2214 Fax: 603-271-6488 www.nhdf.org

October 26, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Natural and Cultural Resources, Division of Forests and Lands (DNCR) to enter into a Memorandum of Understanding (MOU) with the United States Forest Service, White Mountain National Forest (WMNF) to share certain radio communication frequencies to support the protection of life and property management policies of the two agencies, effective upon Governor and Executive Council approval through July 16, 2026. No State Funding Required.

EXPLANATION

This MOU details specific radio frequencies that are authorized to be shared by each party and details the procedures for their shared use. The frequency data contained in Exhibit A of the MOU has been omitted as it is sensitive and not releasable under the Freedom of Information Act.

Frequencies under the control of DNCR and WMNF will be shared with each agency for use in communicating with forest rangers, fire detection flights, fire towers, and wildfire engines, and WMNF personnel for the primary purpose of wildfire detection and response, but also for all hazard emergency response. The primary dispatch center utilizing the frequencies will be the Northeast Interagency Coordination Center (NECC) which hosts both WMNF and NH dispatch personnel. NECC is used to coordinate resources across multiple agencies and having access to all of the frequencies is necessary to maintain communications during emergency preparedness and response.

The Attorney General's office has reviewed and approved the MOA as to form, substance, and execution.

Respectfully submitted,

Patrick D. Hackley
Director

Concurred,

Sarah L. Stewart
Commissioner

FS Agreement No.
Agreement No.

21-MU-11092200-002

**MEMORANDUM OF UNDERSTANDING
FOR COOPERATIVE FREQUENCY USE****Between The
NATURAL AND CULTURAL RESOURCES, NEW HAMPSHIRE DEPARTMENT OF
And The
USDA, FOREST SERVICE
WHITE MOUNTAIN NATIONAL FOREST**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between Natural and Cultural Resources, New Hampshire Department of, hereinafter referred to as "Cooperator," and the U.S. Forest Service, White Mountain 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 COOPERATOR 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. Cooperator 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
Name: Steven Sherman Forest Protection Chief Address: 172 Pembroke Road City, State, Zip: Concord, NH 03301 Telephone: 603-271-2214 FAX: 603-271-6488 Email: Steven.l.sherman@dncr.gov	Name: Tracey Boisvert Land Management Bureau Administrator Address: 172 Pembroke road City, State, Zip: Concord NH 03301 Telephone: 603-271-2214 FAX: 603-271-6488 Email: Tracey.l.boisvert@dncr.nh.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Shannon Marie Gurney WMF Forest Fire Chief 71 White Mountain Drive Campton, NH 03223 Ph: 603-452-8081 shannon.gurney@usda.gov	Jeffrey Gaede Grants Management Specialist 1369 SW 178th Place Beaverton, OR 97006 Ph: 503-747-2971 Jeffrey.Gaede@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.

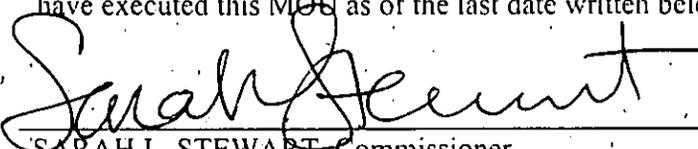
Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- 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 Cooperator 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 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 07/16/2026, 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.

 10/27/21

 SARAH L. STEWART, Commissioner Date
 NH Dept. of Natural and Cultural Resources

DEREK IBARGUEN Digitally signed by DEREK IBARGUEN
 Date: 2021.07.23 16:58:03 -04'00'

DEREK IBARGUEN, Forest Supervisor Date
 U.S. Forest Service, White Mountain N.F.

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



Jeffrey S. Gaede
JEFFREY S. GAEDE

07/21/2021 -

Date

U.S. Forest Service Grants Management Specialist

Approved as to Form, Substance and Execution:

[Signature]
Attorney General's Office

10/27/2021

Date

New Hampshire Department of Justice

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.

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