

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE U.S. DEPARTMENT OF THE INTERIOR
AND
THE STATE OF OHIO
REGARDING THE USE OF FEDERAL INTEROPERABILITY CHANNELS BY NON-
FEDERAL ENTITIES**

I. PARTIES

This Memorandum of Understanding (MOU) is made between the U.S. Department of the Interior (DOI) and the State of Ohio, acting by and through the Statewide Interoperability Executive Committee (SIEC), its successors and assigns, each sometimes hereinafter individually called Party, and both sometimes hereinafter collectively called the Parties. The Parties declare that there is no separate entity being established, but that they will jointly and cooperatively assume the responsibilities described in this MOU.

II. EFFECTIVE DATE

This MOU shall become effective when signed by both Parties, and shall be reviewed every five (5) years. The points of contact information listed in Appendix B shall be reviewed and updated as appropriate at a minimum of every two (2) years.

III. AUTHORITY

This MOU is authorized under the provisions of the following statutory and regulatory authorities:

- *Manual of Regulations and Procedures for Federal Radio Frequency Management*, National Telecommunications and Information Administration (NTIA) Manual, September 2015 Revision of the May 2013 Edition promulgated pursuant to 47 U.S.C. § 305(a) and §§ 901-904, and Executive Order 12046, as amended.

The DOI and the State of Ohio acknowledge that this is a contract for the joint exercise of governmental powers in accordance with the Governor's Executive Order 2012-07K.

- Executive Order 2012-07K.

The Parties agree that this MOU does not obligate funds.

IV. BACKGROUND

The NTIA *Manual of Regulations and Procedures for Federal Radio Frequency Management*, NTIA Manual, designates specific discrete frequencies in the 162-174 MHz and 406.1-420 MHz bands for use as "Federal Interoperability Channels" available for assignment to all federal agencies to satisfy

law enforcement, public safety, emergency response, and disaster response interoperability requirements. The use of interoperability frequencies by non-federal government agencies is governed by *Sections 4.3.16 Plans for Federal Interoperability Channels for Interagency Law Enforcement and Incident Response Operations in the Bands 162-174 MHz and 406.1-420 MHz*, *7.12 Use of Frequencies Authorized to Non-Federal Stations Under Part 90 of the FCC Rules*, and *8.3.3 Coordination of Frequencies Used for Communication with Non-Federal Stations Licensed Under Part 90 of the FCC Rules* of the NTIA Manual. The Federal Interoperability Channels are available for use among federal agencies and between federal agencies and non-federal entities with which federal agencies have a requirement to operate. The channels are available to non-federal entities to enable joint federal/non-federal operations for law enforcement, public safety, emergency response and disaster response, subject to the condition that harmful interference will not be caused to federal stations. Non-federal use must be coordinated with the FCC through the Statewide Interoperability Coordinator (SWIC) or a state appointed official. The FCC will grant authority to program and use the Federal Interoperability Channels through a signed agreement between the SWIC or state appointed official and a federal user with a valid Government Master File (GMF) assignment. This MOU serves as such an agreement.

V. PURPOSE

This MOU serves as an agreement between the SWIC or state appointed official and a federal user with valid Government Master File (GMF) assignments for the use of the Federal Interoperability Channels listed in Appendix A by State, Tribal, and local government agencies. This MOU establishes respective responsibilities and commitments of the Parties concerning the use of these channels.

The Parties must adhere to all applicable rules and regulations for the use of these channels as set forth by NTIA and the FCC. Should any provision of this MOU conflict with such rules and regulations, including any future amendments or additions thereto, those rules and regulations shall take precedence over the terms of this MOU.

The purpose of this agreement is to provide for the Parties to utilize radio frequencies set aside for national interoperability between agents of the U.S. Federal Government. These frequencies are designated by the National Telecommunications and Information Administration (NTIA), in paragraph 4.3.16 of the NTIA Manual of Regulations and Procedures for Federal Radio Frequency Management, for Interagency Law Enforcement and Incident Response operations. This agreement is needed to provide efficient, cost effective radio communications to support the protection of life and property executed by the agencies making this agreement. This cooperation is in the best interest of the public.

VI. RESPONSIBILITIES

A. Coordination of Spectrum Support

The Parties agree that they shall comply with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, permits, and requirements that may be applicable to their performance pursuant to this MOU. Each Party shall be responsible for obtaining current information on its compliance with such laws, regulations, ordinances, guidelines, permits, and requirements.

For the purpose of this MOU, the U.S. Department of the Interior shall appoint a point of contact who will coordinate and maintain the spectrum use agreements through the IRAC process; ensure the frequencies in use by the Parties are in accordance with current regulations; and resolve frequency conflicts for situations such as extended operations.

B. Coordination of Spectrum Use

The Parties agree that, as a means of providing flexibility of use and more effective interoperable emergency communications capabilities, the Federal Interoperability Channels identified in Appendix A of this document may be used within the State of Ohio by “public safety” agencies at all levels of government as defined by FCC rules subject to the conditions listed in Section C below.

The SWIC, his/her designee, or a state appointed official, shall serve as the primary coordination point within the State of Ohio for (1) coordinating between qualified non-federal agencies and the Federal government; (2) providing non-federal agencies with information regarding channel programming and usage, as required; and (3) promoting and monitoring non-federal agency compliance with the conditions listed in Section C below.

C. Conditions for Use of Federal Interoperability Frequencies

Consistent with Section 4.3.16 of the NTIA Manual, the Parties agree that they shall abide by the following conditions for the use of the Federal Interoperability Channels listed in Appendix A¹:

1. These channels are available for use among Federal agencies and between Federal agencies and non-Federal entities with which Federal agencies have a requirement to operate.
2. These channels are available to non-Federal entities to enable joint Federal/non-Federal operations for law enforcement and incident response, subject to the condition that harmful interference will not be caused to Federal stations.
3. These channels are restricted to interoperability communications and are not authorized for routine or administrative uses as defined by the NTIA Manual.
4. Extended operations and congestion may lead to frequency conflicts. Coordination with NTIA (through the sponsoring Federal agency) is required to resolve these conflicts.
5. Only narrowband emissions are to be used on the Federal Interoperability Channels.
6. This MOU does not authorize the provisioning or use of the frequencies listed in Appendix A in any permanent infrastructure.

¹ As noted in Section 7.3.4 – *Emergency Communications for which an Immediate Danger Exists to Human Life or Property*, of the NTIA Manual, additional information regarding interoperable communications can also be found in the *National Interoperability Field Operations Guide (NIFOG)* and the *National Interoperability Frequency Guide (NIFG)* promulgated by the Department of Homeland Security. Additionally, in situations where immediate danger exists to human life or property, an agency may operate temporarily on any regularly assigned frequency in a manner other than that specified in the terms of an existing agreement.

The sharing provisions set forth herein notwithstanding, each Party shall be entitled to full access to, and control over, its NTIA and FCC licensed radio infrastructure to permit the discharge of all responsibilities and duties prescribed by the Communications Act of 1934, as amended, and all applicable rules and regulations of the NTIA and FCC.

Both parties agree to operate and maintain their equipment in accordance with FCC and NTIA regulations and operational parameters as established by this agreement. The Cooperator² shall submit an application to the FCC to apply for a license to operate on Federal Government frequencies. Federal licenses may be acquired without cost by cooperators in 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.

VII. REPORTING AND DOCUMENTATION

A. Severability. Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either Party may renegotiate the terms affected by the severance.

B. Third Party Beneficiary Rights. The Parties do not intend to create in any other individual or entity the status of third party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the Parties to this MOU, and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. The Parties intend and expressly agree that only Parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a Party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

C. Sovereign Immunity. The U.S. Department of the Interior and the State of Ohio and its Agencies do not waive sovereign immunity by entering into this MOU, and specifically retain immunity and all defenses available to them as sovereigns pursuant to all applicable State Statute(s) and all other applicable law.

VIII. OTHER PROVISIONS

Nothing in this MOU is intended to conflict with current law or regulation or the directives of the U.S. Department of the Interior or other Federal agencies. If a term of this MOU is inconsistent with such authority, then that term shall be invalid and the remaining terms and conditions of this MOU shall remain in full force and effect.

IX. MODIFICATION

² For the purpose of this MOU, "Cooperator" is defined as the SWIC or Designated State Representative.

Either Party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU that are mutually agreed upon by and between the Parties to this MOU shall be incorporated by written instrument, executed and signed by all Parties to this MOU.

X. TERMINATION

Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration. If this MOU is terminated or expires on its own terms, it shall be the duty of each Party to notify the NTIA and the FCC, as appropriate.

XI. PRIOR AGREEMENTS

This MOU shall not supersede any prior agreements or MOU's with any other Federal Agencies that have been promulgated for the benefit of the Federal agency.

XII. APPROVALS

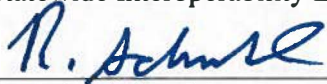
In witness whereof, the Parties through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein. The effective date of this MOU is the date of the last signature affixed to this page.

The Federal signatory of this MOU, as an authorized user in the GMF for the frequencies listed in Appendix A, is authorized to enter into this agreement on behalf of the Federal Government.

U.S. Department of the Interior

The State of Ohio, acting by and through the
Statewide Interoperability Executive Committee

By: Christopher H. Lewis
US Department of the Interior,
Office of the Chief Information Officer,
National Radio and Spectrum Program
Office
12201 Sunrise Valley Drive
Mail Stop 241/2P101
Reston, VA - 20192
703-648-5550


By: Rick Schmahl
Statewide Interoperability Coordinator
Ohio Statewide Interoperability Executive
Committee
State of Ohio MARCS Program Office
4200 Surface Road
Columbus, OH 43228
614-995-0060

Date: 24 May 2018

Date: 5-24-18

**OHIO DEPARTMENT OF
ADMINISTRATIVE SERVICES
APPROVAL AS TO FORM:**


Stu Davis

Chief Information Officer/Assistant Director

Date: 5/22/18

ATTACHMENTS

Appendix A: Federal Interoperability Frequencies Available for Use under this MOU

Appendix B: Points of Contact

Appendix C: Executive Order

APPENDIX A: FEDERAL INTEROPERABILITY FREQUENCIES AVAILABLE FOR USE UNDER THIS MOU

The Federal Interoperability Channels identified in the following table may be used within the **STATE OF OHIO**, by public safety agencies at all levels of government subject to the conditions listed in Section VI of this MOU and Section 4.3.16 of the NTIA Manual. LE channels will be identified with Continuous Tone-Controlled Squelch Systems (CTCSS), frequency 167.9 Hz, and/or Network Access Code (NAC) \$68F. IR calling channels will not use CTCSS but CTCSS 167.9 may be used on other IR channels as needed.

LE VHF PLAN			LE UHF PLAN		
Identifier	Mobile Transmit (MHz)	Mobile Receive (MHz)	Identifier	Mobile Transmit (MHz)	Mobile Receive (MHz)
LEA	167.0875 (Simplex)	167.0875	LEB	414.0375 (Simplex)	414.0375
LE1	162.0875	167.0875	LE10	418.9875	409.9875
LE2	162.2625	167.2500	LE11	419.1875	410.1875
LE3	162.8375	167.7500	LE12	419.6125	410.6125
LE4	163.2875	168.1125	LE13	414.0625 (Simplex)	414.0625
LE5	163.4250	168.4625	LE14	414.3125 (Simplex)	414.3125
LE6	167.2500 (Simplex)	167.2500	LE15	414.3375 (Simplex)	414.3375
LE7	167.7500 (Simplex)	167.7500	LE16	409.9875 (Simplex)	409.9875
LE8	168.1125 (Simplex)	168.1125	LE17	410.1875 (Simplex)	410.1875
LE9	168.4625 (Simplex)	168.4625	LE18	410.6125 (Simplex)	410.6125
IR VHF PLAN			IR UHF PLAN		
Identifier	Mobile Transmit (MHz)	Mobile Receive (MHz)	Identifier	Mobile Transmit (MHz)	Mobile Receive (MHz)
NC 1 Calling	164.7125	169.5375	NC 2 Calling	419.2375	410.2375
IR1	165.2500	170.0125	IR10	419.4375	410.4375
IR2	165.9625	170.4125	IR11	419.6375	410.6375
IR3	166.5750	170.6875	IR12	419.8375	410.8375
IR4	167.3250	173.0375	IR13	413.1875 (Simplex)	413.1875
IR5	169.5375 (Simplex)	169.5375	IR14	413.2125 (Simplex)	413.2125
IR6	170.0125 (Simplex)	170.0125	IR15	410.2375 (Simplex)	410.2375
IR7	170.4125 (Simplex)	170.4125	IR16	410.4375 (Simplex)	410.4375
IR8	170.6875 (Simplex)	170.6875	IR17	410.6375 (Simplex)	410.6375
IR9	173.0375 (Simplex)	173.0375	IR18	410.8375 (Simplex)	410.8375

Exceptions to use:

Channel	Frequency	Exclusion
LE1	162.0875	No use North of 403430N nor within 5 km of the Lake Erie edge between 812821W and 805254W
LE3	162.8375	No use North of 415532N
LE4	163.2875	No use North of 414704N
LE5	163.425	No use North of 413458N
NC 1 Calling	164.7125	No use East of 832244W or 404611N
IR1	165.25	No use North of 414019N
IR4	167.325	No use East of 832244W or North of 405932N
LE4/LE8	168.1125	No use East of 842049W or North of 405933N
IR5	169.5375	No use North of 403513N
IR6	170.0125	No use East of 840336W or North of 411352N
IR7	170.4125	No within 5 km of the Lake Erie edge between 812728W and 804227W
IR8/IR3	170.6875	Not usable within a radius of 420207N 825528W or North of 414045N between 812015W and the Eastern OH Border

APPENDIX B: POINTS OF CONTACT

The following officials, or their designated representatives, are the points of contact for all matters concerning spectrum use and other spectrum related topics related to the provisions of this MOU. For operational coordination and assignments, users should coordinate through the SWIC or other state appointed official.

Federal Representative for Incident Response Spectrum

Christopher Lewis
Interoperability Program Manager
U.S. Department of the Interior
12201 Sunrise Valley Drive
Mail Stop: 241
Room: 2P101
Reston VA 20192
Office: 703 648-5550
Fax: 703 648-5593
christopher_lewis@ios.doi.gov

Federal Representative for Law Enforcement Spectrum

Quan Vu
U. S. Department of Justice
DOJ/OCIO/SES/~~RFOT~~ Law Enforcement Communications - Modified prior to signature.
13990 Park East Circle
Chantilly, VA 20151
Office: 571-468-9858
Quan.vu@usdoj.gov

Statewide Interoperability Coordinator (or Designated State Representative)

Rick Schmahl
Statewide Interoperability Coordinator
4200 Surface Road
Columbus, OH 43228
Office: 614-995-0060
Richard.Schmahl@das.ohio.gov

The points of contact information listed in this Appendix should be updated as soon as possible whenever changes of designated representatives or their contact info are made, and shall be reviewed and updated every 2 years, at a minimum.



JOHN R. KASICH
GOVERNOR
STATE OF OHIO

Executive Order 2012-47K

Establishing the Statewide Interoperability Executive Committee

WHEREAS, the State of Ohio recognizes that one of its most important responsibilities and profound duties is to provide for the safety and security of its citizens.

WHEREAS, the State of Ohio must consistently be prepared to immediately respond to all disasters, whether natural or man-made.

WHEREAS, in the event of a disaster or emergency, government agencies and emergency responders at all levels must be able to communicate effectively to ensure the most efficient and immediate usage of resources and emergency services.

WHEREAS, the U.S. Department of Homeland Security, Office of Emergency Communications has established national standards for wireless voice and data communications and published those standards in the National Emergency Communications Plan.

WHEREAS, for Ohio to be eligible for federal funding in support of the National Emergency Communications Plan and the proposed Nationwide Public Safety Interoperable Wireless Broadband Network Initiative, there must be a single point of contact and a single coordinated effort.

WHEREAS, this single point of contact and coordinated effort that focuses on technology, coordination, governance, planning, usage, training, and exercises is essential to strengthen public safety communications capabilities statewide.

NOW THEREFORE, I, John R. Kasich, Governor of the State of Ohio, by virtue of the authority vested in me by the Constitution and the laws of this State, do hereby order and direct that:

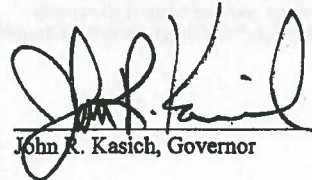
1. The Ohio Statewide Interoperability Executive Committee (SIIEC) is hereby created in order to address concerns relating to operability and interoperability of local, regional, and statewide public safety voice and data communications systems, to plan for the long-term efficient implementation and operation of interconnected public safety communications systems, to improve overall public safety communications interoperability in Ohio.
2. The SIIEC shall consist of a representative from each of the entities listed in Appendix A, attached hereto.

The SIEC shall regularly report to the Directors of the Department of Public Safety and the Department of Administrative Services, and is authorized to:

- a. Develop policy recommendations related to comprehensive public safety communications systems, processes, and operations throughout the state.
 - b. Create and implement comprehensive strategies to develop, sustain, and improve public safety communications technologies at the local, regional, and statewide levels.
 - c. Coordinate the implementation of such comprehensive state strategies with state, regional, and local government partners, first responders, non-government organizations, the private sector, and experts within academia and research communities.
 - d. Be responsible for the coordination and implementation of national communications plans and policies at the state level, including, but not limited to, the National Emergency Communications Plan and the proposed Nationwide Public Safety Interoperable Wireless Broadband Network.
 - e. Be the single point of contact with federal communications entities for the State of Ohio.
 - f. Evaluate the feasibility and effectiveness of implementing and funding specific priorities of state, regional, and local communications efforts in coordination with national communications priorities and funding initiatives.
 - g. Review and evaluate existing and emerging issues that relate to statewide, regional, and local public safety communications matters.
3. All state departments, agencies, boards, commissions, and officers shall cooperate and provide any necessary assistance requested by the SIEC, or any duly authorized member or representative thereof, in the performance of its duties.

I signed this Executive Order on April 18, 2012 in Columbus, Ohio and it will not expire unless it is rescinded.




John R. Kasich, Governor

ATTEST:

Jon Husted, Secretary of State

Page 2 of 2

Appendix A
Ohio Statewide Interoperability Executive Committee

The Ohio Department of Public Safety
The Buckeye State Sheriff's Association
The Ohio Office of Information Technology
The Ohio Emergency Management Agency
The Ohio Emergency Medical Services Board
The Ohio Office of Homeland Security
The Ohio State Highway Patrol
The Ohio Association of Chiefs of Police
The Ohio State Fire Marshal
The Ohio Association of Fire Chiefs
The Ohio Department of Natural Resources
The Ohio Department of Rehabilitation and Correction
The Ohio Department of Health
The Ohio County Commissioners Association
The Ohio Township Trustees Association
The Emergency Management Association of Ohio
The Ohio National Guard
The Ohio Chapter of the Association of Public Safety Communications Officials
The Ohio Bureau of Criminal Identification & Investigation
The Chairman of the FCC Region 33 Planning Committee
The Ohio Office of Criminal Justice Services
The Ohio Department of Youth Services
The Ohio Board of Regents
The Ohio Hospitals Association
Representative from Ohio's Electrical Service Providers
The Ohio Municipal League
Representative from each UASI area: Franklin County/Columbus, Wood County/Toledo, Cuyahoga County/Cleveland, Hamilton County/Cincinnati, Southeast Indiana, Northern Kentucky
Representative from a mid-size city radio system
Representative from a mid-size county radio system
Representative from each of the eight Homeland Security Interoperable Communications Committees

Appendix A – 2011-30K