

Memorandum of Understanding Between The Washington County Amateur Radio Emergency Service And The Magic Repeater System & Terry Londroche

I. Purpose:

The purpose of this Memorandum of Understanding (MOU) is to continue the terms of a prior verbal mutual agreement between the Washington County Amateur Radio Emergency Service (hereinafter referred to as "WashCoARES") and Magic Repeater System and Terry Londroche (hereinafter referred to as "Magic Repeaters") that will serve as a framework within which both organizations may coordinate communications capabilities in drill, emergency and disaster situations.

II. Definition of Disaster:

A disaster is either a natural or man-made occurrence that causes human suffering or human needs that the victims can not alleviate without assistance and rapidly depletes the resources of the responding agencies involved. Examples may include occurrences such as a tornado, extended power or phone loss, blizzard, storm, earthquake, fire, flood, explosion, building collapse, transportation accident, or other combination of occurrences that cause human suffering and require the use of alternate communications methods that require assistance.

III. Concept of Operations:

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service, and each organization is responsible for establishing its own policies and financing its own activities.

IV. Methods of Cooperation:

A. The parties will communicate with each other and exchange certain materials and engage in certain activities in order to encourage and broaden interest, understanding, and appreciation of radio telecommunications technology and its value to MNWashCoARES and Magic Repeaters and the public in drill, emergency and disaster situations.

B. The parties will work to establish protocols and procedures to be used during drills, emergencies or disasters in which back-up amateur radio communications are needed.

C. The WashCoARES will provide Magic Repeaters with a list of emergency

coordinators on an annual basis. These emergency coordinators from MNWashCoARES will have the necessary training to communicate and operate amateur radio gear in support of the served agencies.

D. WashCoARES will provide members to operate in support of the served agencies back-up communications needs for emergency and disaster relief roles as mutually agreed upon. Some WashCoARES members may be members of Magic Repeaters. All such WashCoARES members shall be considered volunteers. It is understood and agreed that members of the WashCoARES will neither seek nor accept duties other than that of Amateur Radio communications.

E. WashCoARES members shall take part in and maintain training including, but not limited to, ICS courses, ARRL Emergency Communications courses (Emcomm), and drills conducted within Washington County as deemed appropriate by the Washington County Emergency Coordinator (EC).

F. The WashCoARES shall provide assistance as follows:

1. The alerting and mobilization of WashCoARES Amateur Radio volunteer emergency communications personnel in accordance with their pre-arranged plan.

2. The establishment and maintenance of fixed, portable, and mobile station emergency communications facilities for local, metro, and point-to-point contact between served agency personnel and locations as required.

3. Either organization may contact the other for help by that organization's members for its communications needs.

G. Magic Repeaters will support WashCoARES by allowing and encouraging the use of the Magic Repeaters for WashCoARES drills, emergency and disaster situations. WashCoARES shall pre-plan and coordinate the use of the repeater with the Magic Repeater owner and officers. Conflicts with Magic Repeater nets and activities by WashCoARES shall be avoided. WashCoARES may be required to switch from VHF to the UHF repeater so as not to conflict with a Skywarn Net being run on the Magic VHF Repeater.

H. Identification. WashCoARES shall provide WashCoARES photo Identification Cards for all its member volunteers to be worn in the event of drills, emergency or disaster situations.

I. It is further understood and agreed that radio amateurs, being licensed and regulated by the Federal Communications Commission, shall at all times exercise sole and exclusive control over the operation of their radio stations.

V. Termination and Modification of Agreement:

Either party may terminate this agreement by written notice to the other party. Either party may amend this agreement by a written addendum signed by both parties.

VI. Signatures and Effective Date:

This Memorandum of Understanding does not create a partnership or a joint venture, and neither party has the right to bind the other party. This Memorandum of Understanding is in full force as of the date indicated below, and shall remain in effect unless terminated by either party in writing.

Effective Date: 12-31-20 -

Signed: