

Prepared by  
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## **Story County Emergency Management Agency and Story County Amateur Radio Emergency Service Memorandum of Understanding**

This agreement is by and between Story County Emergency Management Commission and the Story County Amateur Radio Emergency Service, (the Parties). The purpose of this agreement is to define the relationship and the Parties' respective obligations. "ARES ®" and "Amateur Radio Emergency Service" are registered servicemarks of the American Radio Relay League, Incorporated, and are used by permission.

In consideration of the mutual advantages and benefits to each of the Parties under this agreement and the mutual covenants herein, the Parties agree as follows:

1. This agreement is for the sole purpose of conducting emergency communications including but not limited to assisting local emergency responders, Red Cross, city or county officials, and the Story County Emergency Operations Center with amateur radio communications in emergency situations. This agreement has full force and affect within the state of Iowa only.
2. This cooperative undertaking will be utilized when situations requiring action or response are beyond the capability of the party who is requesting assistance.
3. The cooperative undertaking resulting from this agreement will not create any new or separate legal or administrative entity.
4. Administration of this agreement shall be the responsibility of the Emergency Management Coordinator or their designee.
5. The Story County Amateur Radio Emergency Service (ARES) shall conduct routine training and exercises towards certification or proficiency in the areas of emergency radio communications for on scene and emergency operations center environments. Maintaining annual proficiency in formal message handling and the equipment and procedures used at the local EOC, Red Cross chapter and other served agencies is encouraged. Copies of membership rosters, standard operating guidelines and levels of training as well as documentation of requests for activation, response activities, after action reports or other documentation of activities shall be kept with the Emergency Management Coordinator.
6. The Emergency Management Coordinator may supply applications for Emergency Responder Identification Cards upon the request of the ARES Emergency Coordinator for active members. The card may be used to provide documentation of membership when on scene, tornado spotting or in the Emergency Operations Center or when providing mutual aid to other jurisdictions. DOT Emergency Responder ID Cards will be managed and assigned by the ARES Emergency Coordinator. The card shall be revoked by the ARES Emergency Coordinator upon termination of membership, inactive membership, conduct unbecoming of an ARES member, criminal activity, improper usage, or when deemed by the ARES Emergency Coordinator or the Emergency Management Coordinator.
7. To be eligible for an Emergency Responder Identification Card, minimum training shall include IS700 National Incident Management System Awareness and ICS100 Incident Command System Awareness. These courses may be completed on line or in a classroom environment. Also required is achieving AECCC Level 1 certification as well as

practical on-the-air experience in formal and tactical message handling, exercises and nets. The ARES Emergency Coordinator and Emergency Management Coordinator shall jointly determine minimum level of experience required and make final determination of individual member eligibility. All training shall be documented and forwarded to the Emergency Management Coordinator.

8. When assistance is provided under this agreement, command responsibility for the incident shall be with the requesting jurisdiction's Incident Commander or Emergency Operations Center Director or their designated representatives. Command staff of the requesting Party shall organize and direct the activities of all their on-scene response personnel involved in the joint activity. Either Party can terminate team activities at any time due to safety concerns.

9. Each Party to this agreement shall be responsible for the compensations of its own employees or volunteers. The Emergency Management Commission will purchase workman's compensation benefits as stated under the Iowa Communities Assurance Pool for volunteer coverage for volunteers requesting coverage & who fill out the appropriate documentation each year. Story County ARES members may or may not submit request for payment from the requesting agency for the costs associated with the response. No other benefits will be provided to the Responding Party other than the workman's compensation insurance coverage. There will be no wages, overtime, or death benefits as a result of activities undertaken pursuant to the terms of this agreement.

10. This memorandum of understanding allows the Story County ARES members possible grant opportunities for grants which the Emergency Management Agency may be involved in if the grant provides equipment, training or benefits to the emergency response & recovery capabilities for Story County.

11. Each Party shall be responsible for the acts of omission of its own employees/volunteers, and shall save and hold harmless, defend and indemnify the other Party in all claims, suits, actions, damages, costs, and fees, including attorney fees, arising as a result of the acts, commissions or omission of the Party's own employees/volunteers undertaken pursuant to the provisions of this agreement, except for the following: The obligation to save, hold harmless, defend and indemnify shall be that of the requesting Party with the liability of the responding agency and/or its employee(s) is the direct result of the execution of a specific command or order undertaken at the direction of the requesting Party.

12. All equipment purchased by the Emergency Management Commission shall remain under ownership of the Commission. All equipment purchased by the Story County ARES and its members shall remain under those ownerships, as well.

13. Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

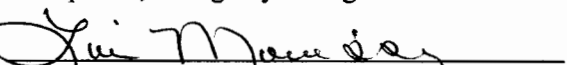
14. Following approval of this agreement by the Parties, the agreement shall be filed with the recorder for Story County by the Emergency Management Coordinator.

15. This agreement becomes effective immediately and shall remain in full force and effect for five years from the date of signing. Six months prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional five years. In no event shall any single extension of this MOU be for a term exceeding five years. Each Party may terminate this Agreement by providing notice to the other Party thirty days prior to the termination becoming effective.

The above terms and conditions constitute the entire agreement between the Parties and are hereby agreed to.

  
Chairperson, Emergency Management Commission

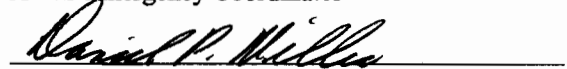
10-20-10  
Date

  
Emergency Management Coordinator

10-21-10  
Date

  
ARES Emergency Coordinator

10-20-10  
Date

  
ARES Iowa Section Emergency Manager

10-31-10  
Date

  
ARRL Iowa Section Manager

11-02-10  
Date