

Instrument #: 2019-02465

04/10/2019 08:46:16 AM Total Pages: 2

28E 28E AGREEMENTS

Recording Fee: \$ 0.00

Stacie Herridge, Recorder, Story County Iowa



Prepared by

Keith Morgan, Story County Emergency Management Agency, 900 6th Street, Nevada, IA 50201 (515) 382-7315
Clint Miller, Story County Amateur Radio Emergency Service, 1202 Garfield Avenue, Ames, IA 50014 (515) 292-1066

Story County Emergency Management Agency (SCEMA) and Story County Amateur Radio Emergency Service (ARES) 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, city or county officials, and the Story County Emergency Operations Center with amateur radio communications in emergency situations. This agreement has full force and effect 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. Story County ARES may be activated by the EMA or EOC Director to assist with radio communications in the field or within the EOC. The following is a list of primary missions of ARES. Other missions may be requested of ARES.
 - a. Provide communications support using public safety channels. ARES will provide radio communications from the EOC within three hours of a request for assistance. All responding radio operators shall have completed FEMA's ICS 100/700/775 training.
 - b. ARES will deploy one of the VHF Public Safety and VHF/UHF Amateur Mobile Radio Kits to any location in Story County within four hours of a request. All responding radio operators shall have completed FEMA's ICS 100/700 training. ARES will deploy to any location in Story County, distribute, and track the VHF handheld radio caches, including providing user training to disaster response personnel assigned a handheld radio, within four hours of a request. These systems and all responding trained radio operators will be self-sufficient for operations up to 24 hours. Operations beyond 24 hours can expect some level of support from the requesting jurisdiction.

- c. Provide support to SCEMA communications planning and operations through qualification of individuals as the Emergency Support Function (ESF 2) Coordinator and Communications Leader/Technician (COM L/T) training.

6. Story County 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 and other served agencies is encouraged.

7. Individuals applying for a Radio Amateur Civil Emergency Service (RACES) license in Story County must comply with the same qualifications and code of conduct as has been established for membership in Story County ARES. The Emergency Management Coordinator will forward all RACES license applications to the ARES Emergency Coordinator for review before approval is given.

8. When assistance is provided under this agreement, operational command of ARES resources will be with SCEMA. The SCEMA will determine assignments for ARES based upon resource/task request and the current situation. Tactical command, direction necessary to accomplish the specific resource/task request sent to the SCEMA, may be with the SCEMA or a requesting jurisdiction's Incident Commander/Unified Command 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. ARES personnel are volunteers and not considered to be employees of Story County Emergency Management. Each Party to this agreement shall be responsible for the compensations of its own employees or volunteers.

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

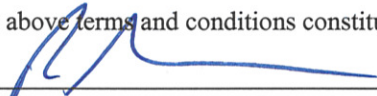
12. All equipment purchased by the Emergency Management Commission shall remain under ownership of the Commission. All equipment purchased by the Story County ARES and its members shall remain under those ownerships, as well.

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

4/8/19

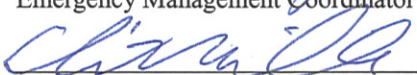
Date



Emergency Management Coordinator

4/8/19

Date



ARES Emergency Coordinator

4/9/19

Date