



MEMORANDUM OF UNDERSTANDING

DOCUMENTING THE RELATIONSHIP BETWEEN WOODINVILLE FIRE & RESCUE AND THE WOODINVILLE ARES GROUP

This Memorandum of Understanding (MOU) by and between Woodinville Fire & Rescue ("WF&R" or "District") and Woodinville ARES Group ("WAG") (collectively, the "Parties") is entered into on and is effective as of June 5, 2018.

Purpose

The purpose of this Memorandum of Understanding ("MOU") is to document the relationship between Woodinville Fire & Rescue and the Woodinville ARES Group. This MOU provides a broad framework for cooperation between the two organizations in preparing for and responding to emergency communication needs when existing resources are overwhelmed, as well as other services for which cooperation may be mutually beneficial.

Organization Descriptions

A primary responsibility of the Amateur Radio Service, as established by Federal Communications Commission's Rules and Regulations (47 C.F.R Part 97), is the rendering of public service communications for the general public, particularly in times of emergency when normal communications are not available. Using the Amateur Radio Service frequencies, Amateur Radio operators serve the general public, both directly and through governmental and relief agencies. Amateur Radio Operators provide radio communication to local, county or state civil preparedness agencies during periods of local, regional or national civil emergencies. To this end, the American Radio Relay League ("ARRL"), the national association for radio amateurs, organized the Amateur Radio Emergency Service ("ARES").

The Radio Amateur Civil Emergency Service ("RACES") is an emergency service function defined under Part 97 of the Federal Communications Commission ("FCC") Rules. RACES is a special phase of amateur radio operation that provides radio communications to local or State civil preparedness agencies during periods of local, regional or national civil emergencies. All of the authorized frequencies and emissions allocated to ARES are also available to RACES on a shared basis. In the event that the President of the United States invokes his War Emergency Powers, RACES operators, using specially authorized frequencies, would be the only Amateur Radio Operators permitted on the air.

WAG is a nonprofit corporation located in Woodinville, Washington organized and operated exclusively for charitable, educational and scientific purposes within the meaning of section 501(c) 3 of the Internal Revenue Code.

Within WAG there is an ARES Team of licensed amateur radio volunteers, established for the purpose of providing emergency radio communications for the District and its service area during events which overwhelm existing communication resources. The ARES Team Radio Officer (RO) is a position appointed by the WF&R Deputy Fire Chief and is responsible for coordinating the radio preparedness and response operations of ARES.

WF&R is a Fire District within King County, serving an estimated population of 36,000 within the District covering an area of approximately 34 square miles.

Recognition

WF&R recognizes WAG has organized emergency communications capability and can be of valuable assistance in providing critical and essential communications when normal lines of communications are disrupted or overloaded. The District recognizes WAG as the official RACES/ARES organization for Woodinville.

WAG recognizes the District as the primary governmental body with responsibility for a wide range of District management activities including emergency preparedness, response and disaster recovery management. The ARES Team takes direction from the District's Deputy Fire Chief.

Method of Cooperation

The District and WAG have agreed to enhance community disaster preparedness, response and recovery using communication resources of WAG as follows:

ARES Team Membership

1. The District and ARES agree that ARES members must meet the following minimum requirements:
 - a. Hold a valid Federal Communications Commission ("FCC") Amateur Radio License. Individual amateur radio operators are responsible for the maintenance and renewal of their personal licenses.
 - b. Certificate of completion for IS-100, IS-200 and IS-700 courses.
 - c. Register as a Washington State emergency worker by filling an application with the District.
 - d. Completion of a background check provided and administered by the District. The District will badge all qualified volunteers.

Communication

1. Each organization will share current appropriate data regarding changes in regulations, technology and legislation related to communication.
2. WAG will identify an individual as the key contact with the District.
3. ARES will operate and adhere to the Incident Command System during planning and operations.
4. WAG and the District will engage in an on-going dialog with each other for the benefit of the greater Woodinville area. All communication between the District and WAG will take place through the District's Deputy Fire Chief and the ARES Team Leader or designee.
5. WAG will cooperate with the District in pre-emergency planning, drills, exercising and training programs at the District level to develop operating plans such that communications services, equipment and facilities of the amateur radio service may be suitably used.

Operations

1. The District may alert and mobilize the ARES team in accordance with the Emergency Operations Plan. This may include establishment and maintenance of fixed, mobile and portable stations to support the disaster response at emergency communication facilities; point to point contact between ARES personnel and locations; and, the maintenance of the continuity of communications for the duration of the emergency period until normal communications channels are substantially restored, or until radio communications are no longer necessary in support of the response to the disaster.
2. The District and ARES will develop a mutually agreeable plan for granting ARES Team members access to and use of amateur radio equipment housed within the District facilities.
3. The District will be responsible for maintenance and upgrades of radio related equipment to ensure operational readiness of each District owned radio station.
4. The District and WAG will enter into a mutually agreeable plan to provide support for maintaining the operational readiness of ARES volunteers and equipment that is used for the benefit of the District.
5. The District will provide adequate workspace and resources to allow effective operations of the radio stations.
6. Following each training exercise or incident requiring the use or activation of the radio room, WAG will provide the District with an after action report.
7. WAG will provide the District notice of maintenance needs as well as provide technical recommendations and advise on communication issues and needs when appropriate.
8. Both WAG volunteers and District staff will work cooperatively at the scene of any event, within the scope of their respective roles and duties.

9. Each organization may request equipment for temporary use to support operations for the support of the District. The specifics of responsibility and liability of the loaned equipment will be developed as part of plans and procedures, in writing, and are separate from this agreement.

General

1. The District and ARES will use or display the name, emblem, or trademarks of the other organization only in the case of defined projects and only with the prior written consent of the other organization.
2. The District and WAG will keep the public informed of their cooperative efforts through their public information offices during the time of disaster.
3. The District and WAG will widely distribute this MOU within the respective departments, administrative offices and subordinate levels of each organization and urge full cooperation.

Periodic Review and Analysis

Representatives of the District and WAG will, on an annual basis on or around the anniversary date of this MOU, jointly evaluate their programs in implementing this MOU and revise and develop new plans or goals as appropriate.

Term and Termination

This MOU is effective as of the date of the last signature below and shall continue until either party gives written notice of its intention to terminate this MOU or is replaced by a superseding agreement. This memorandum may be amended by mutual agreement of both parties. Either party may terminate this memorandum upon 90 days written notice. Upon termination of this MOU, the District will provide WAG with the right of first refusal to purchase any equipment installed in or maintained on WAG owned property and both parties will enter into good faith negotiations for the potential purchase.

Hold Harmless

WAG shall protect, indemnify and save harmless the District, its officers, elected officials, agents, volunteers and employees from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of WAG, its officers and volunteers in performing this Memorandum of Understanding.

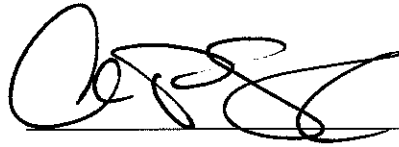
The District shall protect, defend, indemnify and save harmless WAG, its officers and volunteers from any and all costs, claims, judgments or awards of damages (including costs and all attorney fees), arising out of or in any way resulting from the negligent acts, errors or omissions of the District, its officers, elected officials, agents, volunteers and employees in performing this Memorandum of Understanding.

Miscellaneous

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.



Kevin Coughlin
Chair, Board of Fire Commissioners
Woodinville Fire & Rescue



Anton Phillip Sohn
Woodinville ARES Group

