

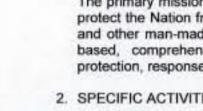
BETWEEN

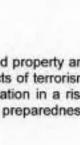
MEMORANDUM OF AGREEMENT

("DHS/FEMA")

AND

("ARRL")





 Lead the Nation's efforts to prepare for, protect against, respond to, recover from, and mitigate against the risk of natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents; and b. Partner with State, local, and tribal governments and emergency response providers, with other Federal agencies, with the private sector, and with

nongovernmental organizations to build a national system of emergency management that can effectively and efficiently utilize the full measure of the Nation's resources to respond to natural disasters, acts of terrorism, and

1. PRIMARY MISSION

FEMA

2. SPECIFIC ACTIVITIES

emergency communications.

will:

- ARRL is Advocacy. The ARRL is Amateur Radio's proactive advocate and representative voice in achieving regulatory and legislative success. ARRL is Education: The ARRL is its members' primary resource for lifetime learning, certification, and personal achievement in Amateur Radio.
- Founded in 1914, the American Radio Relay League is the national association for amateur radio in the USA. Today, with more than 160,000 members, the ARRL is the largest organization of radio amateurs in the world. In support of the

communications duty in the public service when disaster strikes.

American Radio Relay League, the Amateur Radio Emergency Service® ("ARES") consists of licensed amateurs who have voluntarily registered their qualifications and equipment with their local ARES leadership, for

In support of the primary mission as it relates to emergency management, ARRL

 Disseminate timely disaster-related information and updates to the Amateur Radio Community through multiple communications channels to ensure that Americans are informed, updated, and prepared in the event of a disaster.

b. Provide expertise and support related to amateur radio operations and

- PURPOSE This Agreement outlines the ways in which DHS/FEMA and ARRL will cooperate to carry out their respective responsibilities, with respect to disaster mitigation, preparedness, response, and recovery operations in the event of a natural or manmade disaster. The Agreement sets forth the terms by which DHS/FEMA and ARRL

will provide resources, services, and personnel, as available, in order to strengthen capacity in areas of emergency communications, mass care and emergency

d. Ensure that all such joint initiatives are at all times compliant with the Communications Act of 1934, 47 U.S.C. § 154 et seq.; Federal Regulations governing the Amateur Radio Service, Title 47 C.F.R. Part 97; and with both parties' mutual priorities.

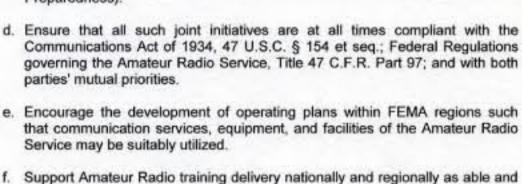
resources allow.

informational webinars.

respective missions.

Service may be suitably utilized.

Preparedness).



TAB SE

appropriate:

with ARRL.

FEMA

information disclosure.

are able to participate.

Assistance regulations and procedures.

b. Share emergency management information and reports, such as daily operations information, Geographic Information System ("GIS") disaster products, community demographics, community resources, and other information that both parties agree to share in order to carry out their

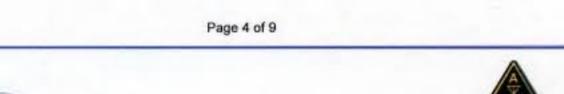
c. Share information regarding organizational programs and initiatives, when possible, including but not limited to public outreach, training opportunities,

 Regularly share reports, policies, guidance manuals, brochures, videos, lessons learned, best practices and training resources as permitted.

e. Share information with internal offices and regions regarding collaborative

B. DHS/FEMA will, as resources and information are available, and as is

2. Share relevant information, consistent with Section V, Subsection D of this



(5 U.S.C. § 552a) ("Privacy Act"), and other laws and executive orders on

Notify ARRL of changes in DHS/FEMA Individual Assistance and Public

Act, as amended (5 U.S.C. § 552) ("FOIA"), the Privacy Act of 1974, as amended

C. ARRL will, as resources and information are available, and as is appropriate: Share operational reports with DHS/FEMA personnel including, but not limited to, the Voluntary Agency Liaisons. Work with DHS/FEMA to disseminate disaster program information and public messaging, including, but not limited to, the availability of DHS/FEMA assistance in connection with Presidentially-declared major disasters and emergencies. Encourage partnership with DHS/FEMA, Ready.gov, Citizen Corps Councils and Citizen Corps partner programs and affiliates to support community disaster

awareness and preparedness campaigns and programs where affiliates exist and

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Zachary Usher Section Chief, Individual Assistance Voluntary Agency/Donations Coordination and Disaster Recovery Center Section Federal Emergency Management Agency 500 C Street SW Washington, DC 20472

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MODIFICATION This Agreement may be modified upon the mutual, written consent of the parties. TERMINATION The terms of this Agreement, as modified with the consent of both parties, will

terminate this Agreement.

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FEMA

FEMA engagement for preparedness projects and preparedness events, and

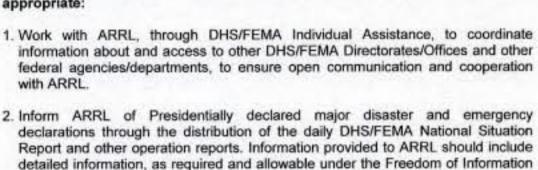
Agreement, in a timely manner before, during, and after disasters:

declarations, preparedness, response, and recovery.

and career and student internship opportunities.

efforts between DHS/FEMA and ARRL as appropriate.

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regulations, resources and priorities allow. Consider ARRL resources and capabilities as it relates to ESF #6 catastrophic planning and ESF #15 External Affairs, which includes all sectors of the whole community, and to emphasize realistic planning and communications for the potential for complex disaster scenarios.

6. Encourage interaction with the ARRL Section Managers and other appropriate ARRL Field Organizations Officials, in an effort to establish cooperative

7. Encourage use of Amateur Radio resources in the development, exercise, and

Coordinate with ARRL staff and participate in ARRL emergency management working groups, public policy forums, presentations, and other events at ARRL as resources allow and as appropriate and in compliance with the Federal Advisory

relationships and closer ties with ARRL Field Organization volunteers.

execution of emergency operating plans and exercises.

Committee Act, Pub. L. No. 92-462 (codified at 5 U.S.C. App.).

FEMA Share awareness of any opportunities for emergency management planning, preparedness, mitigation, response, or recovery training or education. 5. Identify, develop, strengthen, and support capabilities for ESF #6 (including, but

not limited to, volunteer mobilization) and ESF #15 (including, but not limited to, disseminating preparedness and disaster information to the public) through

Make reasonable efforts to respond in an organizational capacity with on-theground site leadership, in disaster areas with local ARRL employees and mobilized volunteers, where local affiliates are able and resources allow, and

planning, training, exercises, and operations.

provided by statute or regulation.

respectively.

information disclosure.

FEMA

employees or any other person.

POINTS OF CONTACT

Chief Technology Officer

500 C Street SW, Room 425J Washington, DC 20472 Office: (202) 212-2176 Ted.Okada@fema.dhs.gov

FEMA

Office: 202-646-3673 Fax: 540-504-2768

Gwen Camp Director

800 K Street NW Washington, DC 20472 Office: 202-786-9550 Fax: 202-786-9920

B. ARRL

Mike Corey, KI1U

225 Main Street Newington, CT 06111 Office: 860 594 0222 KI1U@arrl.org

parties.

APPROVED BY:

W. Craig Fugate Administrator

Date 7/18/2014

VIII.

IX.

Emergency Preparedness Manager

ARRL – The National Association for Amateur Radio™

Zachary.Usher@fema.dhs.gov

Gwen.Camp@fema.dhs.gov

Individual and Community Preparedness Division

Federal Emergency Management Agency

Federal Emergency Management Agency

conditions of this agreement shall remain in full force and effect.

Act guaranteeing non-discrimination. (See 44 C.F.R. § 206.11.)

in any court of law or dispute resolution forum. H. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The Department of Homeland Security ("DHS") seal is protected by 18 U.S.C. §§ 506, 701, and 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 0030 (MD 0030). Written permission is required to use the DHS Seal. This Agreement is not a fiscal or funds obligation document. Any services,

equipment or personnel provided to DHS/FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment or personnel.

States, its agencies its officers, or any person; or against ARRL, their officers or

G. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This agreement is not intended to be enforceable

- Alexandria Travis Director, Strategic Communications, Office of External Affairs Federal Emergency Management Agency 500 C Street SW
- **FEMA EFFECTIVE DATE** VII.
 - May Chargie N3KN Kay C. Craigie President American Radio Relay League Date: July 18, 2014

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- PARTIES A. DHS/FEMA 1. PRIMARY MISSION

Agreement, and shall equally contribute to its success. The primary mission of DHS/FEMA is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a riskbased, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation. 2. SPECIFIC ACTIVITIES In support of the primary mission of DHS/FEMA, the Administrator shall:

FEMA The parties to this Agreement are the Department of Homeland Security / Federal Emergency Management Agency ("DHS/FEMA") and American Radio Relay League ("ARRL"). Both parties are responsible for the goals and activities contained in this

THE DEPARTMENT OF HOMELAND SECURITY / FEDERAL EMERGENCY MANAGEMENT AGENCY AMERICAN RADIO RELAY LEAGUE, INCORPORATED

other man-made disasters, including catastrophic incidents. B. American Radio Relay League, Incorporated (ARRL) The ARRL's mission is based on five core areas, or "pillars": Public Service, Advocacy, Education, Technology, and Membership. a. ARRL is Public Service: Amateur Radio is a valuable volunteer emergency communications service and public resource. Page 1 of 9

d. ARRL is Technology: For over 100 years, Amateur Radio operators have contributed to the advancement of the radio art. e. ARRL is Membership: The ARRL advances and advocates Amateur Radio through a strong membership base.

This Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended ("the Stafford Act"), 42 U.S.C. §§ 5195-5195a, 5196, 5196f, 5197, and 5201b; the Homeland Security Act of 2002 ("Homeland Security Act"), Public Law 107-296, as amended, 6 U.S.C. §§ 313 and 314; Executive Order 12148, Federal Emergency Management; and DHS Delegation 9001.1.

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IV. RESPONSIBILITIES A. Both DHS/FEMA and ARRL will, as resources and information are available, and as is appropriate: Plan and support joint initiatives related to preparedness, protection, response. recovery, and mitigation, including but not limited to activities such as:

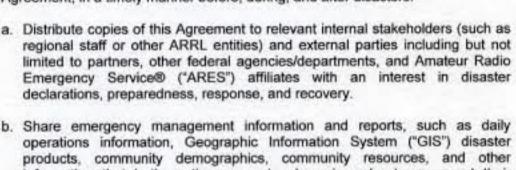
Meet as necessary to develop and review ARRL/FEMA MOA milestones.

Work together to maximize use of common terminology and definitions.

c. Engage in joint preparedness and mitigation activities to support community resilience consistent with Presidential Policy Directive 8 (National

g. Engage in projects that promote efficient and effective public service in emergency management including the Amateur Radio Emergency Service led by American Radio Relay League. This includes, but is not limited to, promoting awareness through web portals and platforms, promoting volunteer

assistance, and disaster preparedness, response, and recovery.



 Assist the ARRL when it is engaged in providing relief during and after a major disaster or emergency, such as facilitating temporary access to DHS/FEMA facilities, in the event of a compelling operational need to support DHS/FEMA's disaster response and recovery activities and insofar as governmental

when deemed necessary by DHS/FEMA. OTHER PROVISIONS A. Nothing in this Agreement is intended to conflict with current law or regulation or the directives of DHS/FEMA or ARRL. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and

B. Nothing in this Agreement is intended to restrict the authority of either party to act as

C. Nothing in this Agreement shall be interpreted as affording DHS/FEMA or ARRL any role in the content or programming decisions of either DHS/FEMA or ARRL,

D. Any information shared under this Agreement will comply with the Privacy Act of 1974, as amended (5 U.S.C. § 552a) ("Privacy Act"), and to the extent required and allowable, the Freedom of Information Act, as amended (5 U.S.C. § 552) ("FOIA"), and any other applicable statute, Executive Order, or regulation pertaining to

E. The use of Federal facilities, supplies and services undertaken under this Agreement will be in compliance with regulations promulgated by DHS/FEMA under the Stafford

F. This Agreement is between DHS/FEMA and ARRL and does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by any third person or party (public or private) against the United

- DHS/FEMA and ARRL will designate key people within their respective organizations to implement the Agreement. The points of contacts will direct and coordinate partnership activities to ensure that mutual benefits and interests are served. The respective offices responsible for spearheading the implementation are: A. DHS / FEMA Ted Okada
- Washington, DC 20472 Office: 202-646-4526 Alexandra.Travis@fema.dhs.gov

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The terms of this Agreement will become effective upon the signature of both

remain in effect until September 30, 2018, or until terminated by either or both parties. The Agreement may be extended by mutual, written Agreement of the parties. Either party upon sixty (60) days written notice to the other party may

Federal Ememency Management Agency