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MEMORANDUM OF AGREEMENT

BETWEEN

**THE DEPARTMENT OF HOMELAND SECURITY /
FEDERAL EMERGENCY MANAGEMENT AGENCY
("DHS/FEMA")**

AND

**AMERICAN RADIO RELAY LEAGUE, INCORPORATED
("ARRL")**



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I. PARTIES

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 Agreement, and shall equally contribute to its success.

A. DHS/FEMA

1. PRIMARY MISSION

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 risk-based, 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:

- a. 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 other man-made disasters, including catastrophic incidents.

B. American Radio Relay League, Incorporated (ARRL)

1. PRIMARY MISSION

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.



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- b. ARRL is Advocacy: The ARRL is Amateur Radio's proactive advocate and representative voice in achieving regulatory and legislative success.
- c. ARRL is Education: The ARRL is its members' primary resource for lifetime learning, certification, and personal achievement in Amateur Radio.
- 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.

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 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 communications duty in the public service when disaster strikes.

2. SPECIFIC ACTIVITIES

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

- a. 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 emergency communications.

II. AUTHORITY

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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III. 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 man-made 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 assistance, and disaster preparedness, response, and recovery.

IV. RESPONSIBILITIES

A. Both DHS/FEMA and ARRL will, as resources and information are available, and as is appropriate:

1. Plan and support joint initiatives related to preparedness, protection, response, recovery, and mitigation, including but not limited to activities such as:
 - a. Meet as necessary to develop and review ARRL/FEMA MOA milestones.
 - b. 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 Preparedness).
 - 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.
 - e. Encourage the development of operating plans within FEMA regions such that communication services, equipment, and facilities of the Amateur Radio Service may be suitably utilized.
 - f. Support Amateur Radio training delivery nationally and regionally as able and resources allow.
 - 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



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engagement for preparedness projects and preparedness events, and informational webinars.

2. Share relevant information, consistent with Section V, Subsection D of this Agreement, in a timely manner before, during, and after disasters:
 - a. Distribute copies of this Agreement to relevant internal stakeholders (such as regional staff or other ARRL entities) and external parties including but not limited to partners, other federal agencies/departments, and Amateur Radio Emergency Service® (“ARES”) affiliates with an interest in disaster declarations, preparedness, response, and recovery.
 - 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 respective missions.
 - c. Share information regarding organizational programs and initiatives, when possible, including but not limited to public outreach, training opportunities, and career and student internship opportunities.
 - d. 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 efforts between DHS/FEMA and ARRL as appropriate.

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

1. Work with ARRL, through DHS/FEMA Individual Assistance, to coordinate information about and access to other DHS/FEMA Directorates/Offices and other federal agencies/departments, to ensure open communication and cooperation with ARRL.
2. Inform ARRL of Presidentially declared major disaster and emergency declarations through the distribution of the daily DHS/FEMA National Situation Report and other operation reports. Information provided to ARRL should include detailed information, as required and allowable under the Freedom of Information Act, as amended (5 U.S.C. § 552) (“FOIA”), the Privacy Act of 1974, as amended



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

3. Notify ARRL of changes in DHS/FEMA Individual Assistance and Public Assistance regulations and procedures.
4. 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 regulations, resources and priorities allow.
5. 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 relationships and closer ties with ARRL Field Organization volunteers.
7. Encourage use of Amateur Radio resources in the development, exercise, and execution of emergency operating plans and exercises.
8. 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 Committee Act, Pub. L. No. 92-462 (codified at 5 U.S.C. App.).

C. ARRL will, as resources and information are available, and as is appropriate:

1. Share operational reports with DHS/FEMA personnel including, but not limited to, the Voluntary Agency Liaisons.
2. 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.
3. 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 are able to participate.



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4. 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 planning, training, exercises, and operations.
6. Make reasonable efforts to respond in an organizational capacity with on-the-ground site leadership, in disaster areas with local ARRL employees and mobilized volunteers, where local affiliates are able and resources allow, and when deemed necessary by DHS/FEMA.

V. 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 conditions of this agreement shall remain in full force and effect.
- B. Nothing in this Agreement is intended to restrict the authority of either party to act as provided by statute or regulation.
- 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, respectively.
- 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 information disclosure.
- 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 Act guaranteeing non-discrimination. (See 44 C.F.R. § 206.11.)
- 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



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

- 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 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.
- I. 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.

VI. POINTS OF CONTACT

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
Chief Technology Officer
Federal Emergency Management Agency
500 C Street SW, Room 425J
Washington, DC 20472
Office: (202) 212-2176
Ted.Okada@fema.dhs.gov



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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
Office: 202-646-3673
Fax: 540-504-2768
Zachary.Usher@fema.dhs.gov

Gwen Camp

Director
Individual and Community Preparedness Division
Federal Emergency Management Agency
800 K Street NW
Washington, DC 20472
Office: 202-786-9550
Fax: 202-786-9920
Gwen.Camp@fema.dhs.gov

Alexandria Travis

Director, Strategic Communications, Office of External Affairs
Federal Emergency Management Agency
500 C Street SW
Washington, DC 20472
Office: 202-646-4526
Alexandra.Travis@fema.dhs.gov

B. ARRL

Mike Corey, K11U

Emergency Preparedness Manager
ARRL – The National Association for Amateur Radio™
225 Main Street
Newington, CT 06111
Office: 860 594 0222
K11U@arrl.org



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VII. EFFECTIVE DATE

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

VIII. MODIFICATION

This Agreement may be modified upon the mutual, written consent of the parties.

IX. TERMINATION

The terms of this Agreement, as modified with the consent of both parties, will 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 terminate this Agreement.

APPROVED BY:

W. Craig Fugate *W4INZ*

W. Craig Fugate
Administrator
Federal Emergency Management Agency

Date: 7/18/2014

Kay C. Craigie *N3KN*

Kay C. Craigie
President
American Radio Relay League

Date: July 18, 2014