

# MEMORANDA OF UNDERSTANDING

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AMATEUR RADIO EMERGENCY COMMUNICATIONS  
BETWEEN THE  
**SHERBURNE COUNTY AMATEUR RADIO EMERGENCY SERVICE (ARES)**  
AND THE  
**FAIRVIEW/NORTHLAND MEDICAL CENTER - PRINCETON (FNMC)**

## I. INTRODUCTION

### A. Background

The United States Congress formally established the Amateur Radio Service in the Communications Act of 1934. Title 47, Code of Federal Regulations, Section 97.1 provides, in part. "The rules and regulations in this part are designed to provide an amateur radio service having a fundamental purpose as expressed in the following principles:"

Recognition and enhancement of the value of the amateur service to the public as a voluntary noncommercial communication service, particularly with respect to providing emergency communications."

Title 47, Code of Federal Regulations, Section 97.161, established the Radio Amateur Civil Emergency Service (RACES) to provide.. "...For amateur-radio operation for civil defense communications purposes only, during periods of local, regional or national civil emergencies, including any emergency which may necessitate invoking the President's War Emergency Powers..."

### B. Scope

This Memoranda of Understanding (MOU) between the Fairview/Northland Medical Center and the Sherburne County ARES is to support communication services during emergency conditions.

### C. Purpose

This agreement between the Sherburne County ARES and the FNMC is designed to establish a broad framework of cooperation and a close working relationship for county-wide emergency communication functions. It is intended to enhance the county-wide communications readiness, through joint coordination and practical exercise.

### D. Operation

This MOU becomes effective upon signature by authorized representatives for the parties. Under this MOU, identified representatives of the FNMC are authorized to activate the volunteer communications resources of the Sherburne County ARES.

The FNMC recognizes that each member of the Sherburne County ARES has ultimate discretion and responsibility in any given situation, to operate within the terms and conditions of that individual's operating license and within the scope of Part 97 of the FCC Rules and Regulations and the FNMC shall make no willful attempt to violate the individual's operating license.

The FNMC also recognizes that Sherburne County ARES has similar understandings with other disaster assistance agencies and units of general and special purpose government.

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In order to best support disaster relief operations, the Sherburne County ARES and the FNMC have agreed to the following:

1. The FNMC will assign one member to be their ARES representative. This individual will be a member of the Sherburne County ARES Planning Committee. This person's duties will include assisting in planning the coordinated notification, deployment and use of amateur radio emergency communication services for all of Sherburne County.
2. The FNMC representative will be the primary FNMC contact person for Sherburne County ARES.
3. The FNMC representative will be responsible for representing the FNMC views and positions on Sherburne County ARES proposals and for reporting Sherburne County ARES proposals and actions back to the FNMC.
4. The FNMC retains the right to review, approve, reject or propose modifications to any agreement(s) made by its representative which adversely impact the FNMC.
5. Sherburne County ARES will provide the FNMC with a current copy of the Emergency Response Plan each time it is updated.
6. The Sherburne County ARES will respond as the primary amateur radio serving group for the FNMC, when called upon by the FNMC or in conjunction with a Sherburne County ARES emergency or training operation.
8. The Sherburne County ARES will select and train designated Net Control Operators who will be capable of functioning as a Net Control Station or Liaison Station for weather nets, Sherburne County Traffic & Information Nets and emergency/training nets.

### II. AUTHORITY

State of Minnesota Statutes Chap. 12  
Elk River City Code, Article II, Sec. 18-34

#### A. Definitions

1. "Disaster service worker" means any natural person who is registered with the State Office of Emergency Services, or with a local disaster council, any of its units, or any other place approved by the local disaster service pursuant to the Minnesota Emergency Management Act (MEMA) without pay or other consideration.
2. "Disaster service worker" includes public employees and also includes any unregistered person impressed into service during a state of war emergency, a state of emergency, or a local emergency by a person having authority to command the aid of citizens in the execution of his/her duties.
3. "Communications class" is the disaster service worker class whose duties are to operate and maintain various communications systems, including wire and radio facilities, and perform messenger service, to assist officials and individuals in the protection of life and property.
4. "Registered" as it pertains to disaster service workers is defined as having on file with the City of Elk River, with the following information:
  - a. Name of registrant
  - b. Address of registrant
  - c. Date enrolled
  - d. Class of disaster service to which person is assigned
  - e. Loyalty oath or affirmation.

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### B. Description

The Sherburne County ARES is a volunteer organization of federally licensed amateur radio operators who, having passed a written examination, have demonstrated their technical and operating skills in radio communications and are licensed by the Federal Communications Commission.

### C. Registration

1. Members of Sherburne County ARES working pursuant to this MOU shall be registered and sworn in with the City of Elk River Emergency Management as disaster service workers in the communications class pursuant to the Elk River City Code.
  - a. All shall possess a current Amateur Radio license issued by the Federal Communications Commission.
  - b. All disaster service workers shall, before they enter into the duties of their employment, take and subscribe to the oath or affirmation required by City of Elk River City Code. Nothing in this section precludes use of any unregistered person who is impressed into service during a state of war emergency, a state of emergency, or a local emergency by a person having authority to command the aid of citizens in the execution of his/ her duties. The Elk River City Code likewise defines a person who is impressed into such service as a disaster service worker.
  - c. All applicants shall complete the Volunteer Register form.
2. If the situation prevents the official registration of members as disaster service workers pursuant to the Elk River City Code as stated above, the FNMC shall provide, as a minimum, Minnesota Workman's Compensation coverage for all Sherburne County ARES members assigned to duty with the FNMC. This coverage shall remain in effect until termination of the emergency or situation requiring activation.

## III. IDENTIFICATION

### A. Sherburne County ARES ID

Sherburne County ARES volunteers will be identified by identification badges provided by the Sherburne County ARES Emergency Coordinator. Each volunteer must be able to produce their FCC operator's license with his/her signature and license class designation.

### B. Fairview/Northland Medical Center ID

FNMC may issue identification badges for Sherburne County ARES personnel for access to required areas. Each volunteer will be responsible for returning their FNMC ID card to FNMC Security upon termination of the emergency or incident.

## IV. IMPLEMENTATION PROCEDURES

### A. Notification of Sherburne County ARES by FNMC

Upon notification or determination of an emergency condition or situation posing an extraordinary threat to life and/or property, and upon notification or determination that this incident is posing or will pose an unbearable strain on available communications abilities, an authorized individual of the FNMC shall

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attempt to notify Sherburne County Emergency Management of the situation requesting the activation of Sherburne County ARES.

In the event of major disasters such as a tornado, which, by their very nature, may disrupt lines of communication, notification of Sherburne County Emergency Management shall be deemed automatic. If no response is received within 1 hour from Sherburne County Emergency Management, the FNMC representative will contact Sherburne County ARES in accordance with the Sherburne County ARES Emergency Response Plan.

Upon cessation of the emergency condition, the FNMC representative will notify the EOC manager, and the EOC staff shall issue a deactivation order. Deactivation of the Sherburne County ARES will be announced.

### **B. Disaster Response Time**

The parties to this MOU recognize that Sherburne County ARES is a volunteer organization and that response times for providing communications services will vary. In a major disaster some delay in response time of more than an hour may be expected, as the volunteers have been instructed to provide first for the welfare of their families, property and work responsibilities.

### **C. Sherburne County ARES Response**

Upon notification by an authorized representative of Sherburne County Emergency Management, the notified Sherburne County ARES representative will institute activation in accordance with the Sherburne County ARES Emergency Response Plan and establish communications as appropriate.

Upon notification by an authorized representative of the FNMC, the notified Sherburne County ARES representative will institute activation in accordance with the Sherburne County ARES Emergency Response Plan and establish communications as appropriate.

Upon arrival at the FNMC, Sherburne County ARES will organize and provide backup communications needs for the FNMC, establishing radio stations and radio operators as needed.

Sherburne County ARES will activate available FNMC, city and county-owned communications resources, qualified ARES operators (with personally owned radio equipment), and will undertake resource mobilization efforts to provide reliable sustained communications until termination of the test, emergency or disaster.

### **V. TESTS**

Sherburne County ARES will conduct routine tests of its communications resources and participate, to the extent possible in Simulated Emergency Tests (SETS) and special events.

### **VI. TERMINATION OF THE MEMORANDUM OF UNDERSTANDING**

This MOU may be amended or terminated upon 30 days written notification by either party.

### **AUTHORIZED SIGNATURES OF THE AGREEING PARTIES**