

MEMORANDUM OF UNDERSTANDING
Between the
OFFICE OF EMERGENCY MANAGEMENT
Of the CITY OF SAN ANGELO and TOM GREEN COUNTY TEXAS
And

Tom Green County Amateur Radio Emergency Service (ARES)

This Memorandum of Understanding (MOU) is entered into by and between the Office of Emergency Management of the City of San Angelo and Tom Green County (OEM) and the Tom Green County Amateur Radio Emergency Service (ARES). Either entity may be hereinafter referred to as the "Party" or "Parties".

RECITALS

The Parties recognize the vulnerability of the people and communities located within Tom Green County to damage, injury, illness, and loss of life and property resulting from a disaster or civil emergencies and recognize that disasters or civil emergencies may present equipment, manpower, expertise and shelter requirements beyond the capacity of the City of San Angelo or Tom Green County to provide.

The Parties recognize that during a civil emergency as well as during cleanup periods assistance in the form of personnel, supplies, equipment, shelter and specialized expertise or knowledge may be needed to prevent or limit loss of life and property and that the parties operating cooperatively will be much more able to meet the needs of the people and communities in Tom Green County.

Recognizing that a formal agreement for assistance would allow for better coordination of effort, and would help ensure that appropriate aid and care is available to the people of Tom Green County in the minimum time possible, the above parties desire to enter into an agreement to provide mutual aid and assistance in the event of a disaster or civil emergency occur.

NOW, THEREFORE, the Parties agree as follows:

The Tom Green County Amateur Radio Emergency Service (ARES) will:

- Provide trained and licensed amateur radio operators, as available, for communications assignments as needed.
- Provide amateur radio equipment as needed and assist the EOC staff with installation of amateur radio equipment within the EOC.
- Provide operations, assistance and access to any radio repeaters that are owned and operated by the San Angelo Amateur Radio Club (SAARC) and any area ARES members.
- Provide access to other amateur radio frequencies as needed and allowed by the Federal Communications Commission's rules and regulations.
- Keep accurate records, both financial records of expenditures and volunteer hours, incurred by the group while providing assistance to the City of San Angelo and or Tom Green County during any type of natural disaster or civil emergency.
- Provide NIMS training records (copies) for all ARES group members that will be assigned to the City of San Angelo/Tom Green County Regional Emergency Operations Center (EOC).

The City of San Angelo/Tom Green County Emergency Management Department will:

- Assist the Tom Green County Amateur Radio Emergency Service (ARES) group with disaster training as appropriate.
- Assist the Tom Green County Amateur Radio Emergency Service (ARES) group with filing of necessary documents for reimbursements of funds during a disaster response by the City and/or County.
- Provide the Tom Green County Amateur Radio Emergency Service (ARES) group with working space within the Regional Coordination Center as available.
- Include the Tom Green County Amateur Radio Emergency Service (ARES) group in any disaster planning meetings as appropriate.
- Provide the Tom Green County Amateur Radio Emergency Service (ARES) group with emergency contact numbers for the Emergency Management Coordinator/Assistant Coordinator.

TERMS

1. Recitals. The recitals set forth above are true and correct.
2. Definitions. For purposes of this Agreement, the terms listed below will have the following meanings:
 - (a) "Civil emergency" means an unforeseen combination of circumstances or the resulting consequences thereof within the geographic limits of a given jurisdiction that calls for immediate action or for which there is an urgent need for assistance or relief to protect the general citizenry.
 - (b) "Disaster" means the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or manmade cause, including fire, flood, earthquake, wind, storm, wave action, oil spill or other water contamination, volcanic activity, epidemic, air contamination, blight, drought, infestation, explosion, riot, hostile military or paramilitary action, energy emergency (as that term is defined in Chapter 418 of the Texas Government Code), acts of terrorism, and other public calamity requiring emergency action.
 - (c) "Local government" means a county, municipality, special district, or any corporate/political entity organized under state law of Texas or a state that borders Texas.
 - (d) "Mutual aid" includes, but is not limited to, such resources as equipment, supplies, and personnel.
 - (e) "Political subdivision" means county or incorporated city.
3. Party's Emergency Management Plan. Each Party shall prepare and keep current an emergency management plan to provide for emergency/disaster mitigation, preparedness, response and recovery. The emergency management plan shall incorporate the use of available resources which may include personnel, equipment and supplies necessary to provide aid to distressed persons within Tom Green County.
4. Activation of Agreement. This Agreement shall be activated in the event of either: (a) a declaration of a local state of disaster by a Party pursuant to Chapter 418 of the Texas Government Code; or (b) the finding of a state of civil emergency by the presiding officer of the governing body of a Party. The activation of the Agreement shall continue, whether or not the local disaster declaration or state of civil emergency is still active, until the services of the Party rendering aid are no longer required or when the officer in charge of the forces of the Party rendering determines, in his sole discretion, that further assistance should not be provided.

5. Request for Mutual Aid.
 - (a) Local Disaster. In the event of a local disaster declaration, the Emergency Management Director or his designee shall request such aid from the other Party, pursuant to Section 8 of this Agreement. A Party from whom mutual aid is sought, shall furnish mutual aid to cope with the disaster to the requesting Party, subject to the terms of this Agreement.
 - (b) Civil Emergency. If the presiding officer of the governing body of the City of San Angelo or Tom Green County is of the opinion that a state of civil emergency exists that requires assistance from another Party, the presiding officer of the City of San Angelo or Tom Green County, the Emergency Management Director or their designee shall make the request directly to the Party from which assistance is sought.
 - (c) Assistance to be Granted. The party requested shall provide any and all such assistance available and appropriate as decided upon by the Emergency Management Director or other appropriate agents or employees of the City of San Angelo or Tom Green County as described more fully within the appendix to this agreement which is for all purposes incorporated herein.
6. Conditions. Any furnishing of resources under this Agreement is subject to the following conditions:
 - (a) A request for aid shall specify the amount and type of resources being requested, the location to which the resources are to be dispatched, and the specific time by which such resources are needed;
 - (b) The Party rendering aid shall take such action as is necessary to provide and make available the resources requested, provided however, that the Party rendering aid, in its sole discretion, shall determine what resources are available to furnish the requested aid; and
 - (c) The Party rendering aid shall report to the officer in charge of the City of San Angelo or Tom Green County forces at the location to which the resources are dispatched, and shall place the resources available in the care of the Emergency Management Director, or other agents or employees of the City of San Angelo or Tom Green County.
 - (d) The Party rendering aid shall keep appropriate records of all equipment, supplies and personnel used and shall supply a copy of such records to the Emergency Management Director of the City of San Angelo and Tom Green County or his designee at the conclusion of the civil emergency.
7. Coordinating Aid. The Party furnishing aid shall each keep a listing of personnel to be contacted including appropriate telephone and facsimile numbers, and other information that would be needed in order to contact the Party in the event of a disaster or civil emergency.
8. Waiver of Claims Against Parties; Immunity Retained. Each Party hereto waives all claims against the other Party hereto for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, except those caused in whole or in part by the negligence of an officer, employee, or agent of another Party. No Party waives or relinquishes any immunity or defense on behalf of itself, its officers, employees and agents as a result of the foregoing sentence or its execution of this Agreement and the performance of the covenants contained herein.

9. Costs. All costs associated with the provision of mutual aid, such as damage to equipment and clothing, medical expenses, and expenses of travel, food, and lodging, shall be paid by the Party rendering aid, although the Party rendering aid may be reimbursed by the requesting Party for such costs if the Parties in question so agree.
10. Equipment and Personnel. During the time mutual aid is being furnished, all equipment used by the Party rendering aid shall continue to be owned, leased, or rented by the Party rendering aid. At all times while equipment and personnel of a Party rendering aid are traveling to, from, or within the geographical limits of the City of San Angelo or Tom Green County in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the Party rendering aid.
11. Termination. It is agreed that either Party hereto shall have the right to terminate its participation in this Agreement upon sixty (60) days written notice to the other Party hereto.
12. Term. This Agreement shall become effective as to each Party when approved and executed by that Party. This Agreement shall continue in force and remain binding on each for three (3) years and shall be automatically renewed for an additional three (3) years if no action by either party is taken to give notice of termination of the agreement.
13. Entirety. This Agreement contains all commitments and agreements of the Parties with respect to the mutual aid to be rendered hereunder during or in connection with a disaster and/or civil emergency. No other oral or written commitments of the Parties with respect to mutual aid under this Agreement shall have any force or effect if not contained herein, except as provided in Section 16 below.
14. Ratification. Each Party hereby ratifies the actions of its personnel taken prior to the date of this Agreement.
15. Other Mutual Aid Agreements. To assist each other in the process of mutual aid response planning, each Party agrees to inform the other Party of all mutual aid agreements that each Party has with other municipalities, entities, counties, and state or federal agencies. Specifically, the existence of this Agreement shall not prevent a municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity from providing mutual aid assistance on request from another municipality, county, rural fire prevention district, emergency services district, fire protection agency, organized volunteer group, or other emergency services entity, in accordance with the provisions in Section 418.109 (d) of the Texas Government Code. Additionally, the existence of this Agreement shall not prevent any Local Government which is a Party hereto from providing emergency assistance to another Local Government which is not a party hereto, in accordance with the provisions in Section 791.027 of the Texas Government Code.
16. Severability. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of the Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.
17. Validity and Enforceability. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and so modified, this Agreement shall continue in full force and effect.
18. Amendment. This Agreement may be amended only by the mutual written consent of the Parties.

19. Third Parties. This Agreement is intended to inure only to the benefit of the Parties hereto. This Agreement is not intended to create, nor shall be deemed or construed to create, any rights in third parties.
20. Warranty. This Agreement has been officially authorized by the governing body of each Party hereto and each signatory to this Agreement guarantees and warrants that the signatory has full authority to execute this Agreement and to legally bind the respective Party to this Agreement.
21. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall lie exclusively in the County to which this Agreement pertains.
22. Headings. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED by the Parties hereto, each respective entity acting by and through its duly authorized official as required by law, on multiple counterparts each of which shall be deemed to be an original, on the date specified on the multiple counterpart executed by such entity.

Tom Green County Amateur Radio
Emergency Service (ARES)

By: Michael J. Davis
ARRL Emergency Coordinator
Tom Green County

DATE: 30 July 08

City of San Angelo, Texas

By: Joseph W. Lown for
Joseph W. Lown, Mayor

DATE: 7-28-08

ATTEST:
By: Alicia Ramirez
Alicia Ramirez, City Clerk

Suzanne Michaelis