

APPENDIX A TO ANNEX 2

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF SOUTH CAROLINA
AND
THE SOUTH CAROLINA AMATEUR RADIO EMERGENCY SERVICE

I. PURPOSE

The purpose of this document is to state the terms of a Memorandum of Understanding (MOU) between the South Carolina Emergency Management Division (SCEMD) and the South Carolina Amateur Radio Emergency Service (ARES), that will serve as a guide within which volunteer personnel of the ARES may coordinate their services, facilities, and equipment with SCEMD in support of State and local emergency communication functions. Joint coordination and exercise of the resources of SCEMD and ARES will enhance the posture of emergency communication readiness in South Carolina.

II. AUTHORITY

This MOU is made under the authority of 24 SC Ann Regs 58-101 (A)(1)(1980). Under this provision SCEMD may, by agreement or operation of law, charge persons or groups with duties incident to the protection of life and property within the state during an emergency. ARES is a volunteer program sponsored by the American Radio Relay League, Incorporated. Nothing herein will, nor will it be construed to, bind the American Radio Relay League, Incorporated in any respect whatsoever.

This agreement will be governed by and construed in accordance with the law of the State of South Carolina, and as applicable, the Communications Act of 1934, as amended, and the Rules and Regulations of the Federal Communications Commission governing the Amateur Radio Service.

III. RECITALS

WHEREAS, the South Carolina Emergency Management Division has statutory responsibility under SC Code §25-1-420 to prevent, minimize, repair, injury and damage resulting from any type of disaster.

WHEREAS, the Federal government has authorized the use of the Amateur Radio Service to provide emergency communications and establishes the Radio Amateur Civil Emergency Service (RACES) under Code of Federal Regulations Title 47, Part 97- 407.

WHEREAS, ARES and RACES are separate entities operating under separate auspices and regulatory provisions.

WHEREAS, the ARES is an organized group of radio amateurs in South Carolina operating as volunteers, and as part of the field organization of the American Radio Relay League, Incorporated (ARRL), pursuant to procedures established by ARRL, and because of its emergency communication capability can be of valuable assistance in providing essential communications during emergencies and disasters when normal lines of communication are disrupted.

IV. DUTIES AND RESPONSIBILITIES

NOW, THEREFORE, the parties agree as follows:

- A. Parties: The Parties to the MOU are:
 - 1. Amateur Radio Emergency Services
 - 2. South Carolina Emergency Management Division
- B. Term:
 - 1. The agreement shall become effective upon execution by both parties and shall remain in effect until termination in writing. Either party in writing with or without cause may make such termination at any time. Any termination under this MOU shall be without prejudice or hardship to any obligations and liabilities of either party already accrued prior to such termination.
 - 2. This MOU shall terminate in five years from the date of signing. Six months prior to termination, the parties shall meet to review the progress and success of the MOU and determine whether it shall be extended for an additional five years. In no event shall any single extension of this MOU be for a term exceeding five years.
- C. Activation: The agreement shall be activated by request of SCEMD.
- D. Terms and Conditions: The interchange provided by this MOU shall be handled as follows:
 - 1. ARES will provide emergency communications support to the SC EMD. In order to accomplish this, ARES will:
 - a. Identify, train, and assign qualified personnel to operate on a continuous basis during emergency operations and exercises in the State Emergency Operations Center (SEOC), the Alternate Emergency Operations Center (AEOC), the Emergency Communications Van (ECV),

forward command posts, and all county Emergency Operations Centers.

- b. Provide a deployable cadre of radio operators capable of conducting self-sustaining emergency communications for a period of up to 72 hours.
 - c. Provide technical assistance for maintaining state and local owned amateur radio equipment in emergency operations centers.
 - d. Develop a training and certification system for ARES members, and establish a liaison system with RACES.
 - e. Conduct RACES communications nets at least monthly, if requested.
 - f. Develop an identification system for ARES members.
 - g. Nominate a candidate for SC RACES Officer, if requested by SCEMD.
2. SC Emergency Management Division will:
- a. Alert ARES in the event of an emergency operation and provide advance notification of all exercises.
 - b. Provide radio equipment in the SEOC, AEOC, ECV, and any forward command post.
 - c. Sustain ARES personnel during emergency operations and exercises.

V. INDEMNIFICATION AND LIABILITY

- 1. ARES shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and each party shall save the other harmless against all claims of whatever nature by third parties arising out of the performance of obligations under this MOU. For purposes of this agreement, ARES agrees that it is not an employee or agent of SCEMD, but is a provider of volunteer services. SCEMD is not an agent of, nor may it bind or obligate ARES in any respect.
- 2. Nothing herein is intended to serve as a waiver of sovereign immunity by any party or recipient to whom sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the

State of South Carolina to be sued by third parties in any matter arising out of any contract.

3. Each party agrees to indemnify, defend, and hold free and harmless, the other party and each of the other party's members, agents, servants, employees, officers, and directors, from and against any and all actions, claims, liabilities, assertions of liability, losses, costs, and expenses including, but not limited to, attorney fees, reasonable investigative and discovery costs, and court costs, which in any manner may arise or be alleged to have arisen, or resulted, or alleged to have resulted, from the presence and activities, or any nature or otherwise of the actions of the first party's agents, servants, or employees relating to this MOU, including but not limited to, claim or claims for bodily injury or death of persons, and for loss of or damage to property, including claims or loss by the first party or its agents, servants, and employees.

VI. INTEGRATION

This MOU contains the entire understanding of the parties with respect to the subject matter of the MOU, and it supersedes all prior understandings and agreements, whether written or oral, and all prior dealings of the parties with respect to the subject matter hereof.

VII. MODIFICATIONS

This MOU may be modified or amended only by an instrument in writing signed by the parties hereto.

VIII. EFFECTIVE DATE AND EXECUTION

This MOU becomes effective upon execution of the signatures of all parties to the MOU. The date of execution shall be the date of the last signature.

In Witness Whereof, the signing parties have caused this Memorandum of Understanding to be executed by and between them.

/s/ Ronald C. Osborne
Ronald C. Osborne, Director
Emergency Management Division
State of South Carolina

/s/ James Boehner
James Boehner, Section Manager
South Carolina
For the South Carolina Amateur Radio
Emergency Service

March 1, 2004
Date

March 1, 2004
Date