

Memorandum of Understanding

between

**The Greater Rochester Chapter of the
American Red Cross**

and the

**Monroe County (NY) Amateur Radio
Emergency Service (ARES)**



American Red Cross
Greater Rochester Chapter
Lifblood of our community.

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to affirm and restate the terms of an ongoing working relationship between the Greater Rochester Chapter of the American Red Cross (hereinafter referred to as Greater Rochester Red Cross), a chapter of The American National Red Cross (hereinafter referred to as the American Red Cross or the Red Cross) and the Monroe County (New York) Amateur Radio Emergency Service (hereinafter known as Monroe County ARES), a program of the American Radio Relay League, Inc. (hereinafter referred to as ARRL) in preparing for and responding to disaster relief situations within the jurisdiction of the Greater Rochester Red Cross. This agreement provides the broad framework for cooperation between the two organizations in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Concept of Operations

Each party to this MOU is a separate and independent organization. As such, each organization retains its own identity in providing service and for establishing its own policies and financing its own activities.

III. Definition of Disaster

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tsunami, earthquake, drought, blizzard, pestilence, famine, fire, explosion, building collapse, commercial transportation incident, or other situation that causes human suffering or creates human needs that the victims cannot alleviate without assistance.

IV. Authority and Mission of The American Red Cross

By act of Congress on January 5, 1905, The American Red Cross was granted a Congressional Charter under which it is designated the nationwide agency through which the American people voluntarily extend assistance to individuals and families in need as a result of disasters. In part, the charter provides that The American Red Cross: "...Continue and carry on a system of national and international relief in time of peace and apply the same in mitigating the sufferings caused by pestilence, famine, fire, floods, and other great national calamities, and to devise and carry on measures for preventing the same".

Mission of the Greater Rochester Chapter of the American Red Cross:

'The Greater Rochester Chapter of the American Red Cross, a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross Movement, will provide relief to victims of disaster and help all people prevent, prepare for, and respond to personal, community and other emergencies'.

V. Organization of The Greater Rochester Chapter of The American Red Cross

The national headquarters of the American Red Cross is located in Washington, D.C. The Greater Rochester Chapter is the local chapter that covers Monroe County, NY and the Western half of Ontario County, NY. The Greater Rochester Chapter has its main office in Rochester, NY with a branch office in Canandaigua, NY. The Greater Rochester Chapter also acts as the regional chapter for the following counties in New York State: Monroe, Ontario, Wayne, Livingston, Yates and Seneca. The additional counties in the region are all covered by local community based Red Cross chapters.

Each Red Cross chapter is responsible for developing a special disaster preparedness and relief organization comprising the best qualified volunteers available. The chapter disaster committee studies the disaster hazards of the territory and surveys local resources for personnel, equipment, and supplies, including transportation and emergency communications facilities, available for disaster relief. The chapter disaster committee also formulates cooperative plans and procedures with local government agencies and private organizations for carrying out relief operations should a disaster occur. Through its nationwide organization, the Red Cross coordinates its total resources for utilization wherever needed and required for large disasters.

VI. Organization of the ARRL – American Radio Relay League, Inc.

The ARRL is organized in relevant part, for the promotion of interest in Amateur Radio communication and experimentation; the establishment of Amateur Radio networks to provide electronic communications in the event of disasters or other emergencies; the furtherance of the public welfare; the advancement of the radio art; the fostering and promotion of noncommercial intercommunication by electronic means throughout the world; and for related purposes. It is governed by a Board of Directors composed of 15 persons who are elected on a regional basis by the membership. Its headquarters is located in Newington, Connecticut. Since 1914, the ARRL has been the standard-bearer in amateur radio affairs throughout the United States.

In addition, the ARRL oversees the National Traffic System (NTS). Organized under the Section Manager and directed by a Section Traffic Manager, NTS nets cover widespread as well as local areas. These nets function daily in the handling of formal message traffic. Working and training together, the ARES and NTS volunteers provide emergency communications and message handling that is designed to meet the needs of any emergency situation.

VII. Organization of Monroe County ARES

Monroe County ARES is a part of the ARRL Field Organization, which covers the United States and U.S. territories. The field organization is administered by elected Section Managers in the 71 ARRL Sections (a section is an ARRL-created political boundary roughly equivalent to states or portions thereof). Emergency communications are provided by the ARRL-sponsored Amateur Radio Emergency Service (ARES). Organized under the Section Manager and directed by a Section Emergency Coordinator, the ARES field organization includes District Emergency Coordinators and local Emergency Coordinators.

Monroe County ARES is overseen by an Emergency Coordinator, a District Emergency Coordinator and a Section Emergency Coordinator. Monroe County ARES members are licensed amateur radio operators who have voluntarily registered their qualifications and equipment for communications duty in the public service when disaster strikes.

Monroe County ARES works closely with the Monroe County Radio Amateur Civil and Emergency Service (RACES), a program of the Monroe County Office of Emergency Preparedness (OEP). Most of the individual members of Monroe County ARES are also members of Monroe County RACES. If an emergency is declared by the OEP, whereby RACES is activated and the Incident Command System is used to govern disaster response activities, members of Monroe County ARES may be reassigned to perform communication tasks at the discretion of the Incident Commander or his/her designee.

VIII. Methods of Cooperation

Monroe County ARES recognizes the Greater Rochester Red Cross as having primary responsibility for responding to domestic disasters Monroe County. Therefore, Monroe County ARES desires to maintain a harmonious and cooperative relationship with the Greater Rochester Red Cross in providing emergency communication services to the entire community affected by a disaster. In order that the resources of the Greater Rochester Red Cross and Monroe County ARES may be coordinated and used to the fullest advantage in rendering disaster relief, both agencies agree to collaborate in disaster preparedness and relief activities in the Greater Rochester area. Some of the ways the two organizations may cooperate are:

- 1.** Close liaison and communication will be maintained between the American Red Cross (Greater Rochester Chapter) and Monroe County ARES. Both organizations will exchange current data regarding disasters, disaster declarations, and changes in legislation, technology and regulations related to communications.
- 2.** Whenever there is a disaster requiring the use of amateur radio communications facilities Monroe County ARES may provide volunteers to assist the Greater Rochester Red Cross with communications in support of disaster relief roles as may be mutually agreed upon. Such support could be provided at Red Cross shelters, assistance centers and/or other service delivery sites for the duration of the emergency period or until normal communications channels are substantially restored. Except as set forth below, all such personnel shall be at all times considered Monroe County ARES volunteers.
- 3.** Both Monroe County ARES volunteers and Greater Rochester Red Cross workers will work cooperatively at the scene of a disaster and in the disaster recovery, within the scope of their respective roles and duties.
- 4.** Monroe County ARES members, while working in a Red Cross operated service delivery site (shelter, assistance center, headquarters, etc) shall be covered by the Greater Rochester Red Cross liability coverage.
- 5.** The Greater Rochester Red Cross and Monroe County ARES personnel may serve on each other's local disaster committees and/or boards as mutually agreed upon in individual cases.
- 6.** The Greater Rochester Red Cross will endeavor to place Monroe County ARES on alert should a situation be developing that may require mobilization.
- 7.** Recognizing the need for advising the public of the work of both organizations, The American Red Cross (Greater Rochester Chapter) and Monroe County ARES will make every effort, through their public information offices during the time of disaster, to keep the public informed of their cooperative efforts.
- 8.** Greater Rochester Red Cross agrees to provide secure storage at Greater Rochester Red Cross chapter headquarters for Greater Rochester Red Cross amateur radio equipment and Monroe County ARES radio equipment assigned to the Greater Rochester Red Cross. Greater Rochester Red Cross agrees to allow the Emergency Coordinator, Monroe County ARES Planning Committee, and other select Monroe

County ARES members access to the amateur radio equipment stored on-site during business hours.

9. The American Red Cross will assist Monroe County ARES in obtaining proper recognition for its role in disaster operations.

10. The two organizations agree to support the policies of each other, and will work out differences between them in a manner that promotes and maintains each agency's longstanding, positive public image.

11. The two organizations agree that any mutual expenses incurred as a result of cooperation or collaboration under the terms of this Memorandum of Understanding will be apportioned as agreed to in writing by both parties prior to incurring such expenses.

12. The use of the name and emblem of the American Red Cross and ARRL by the other shall be allowed only in the case of particular projects undertaken pursuant to the prior express written consent of both organizations and when such projects are in conformity with American Red Cross regulations and ARRL policy.

13. The Greater Rochester Red Cross will allow Monroe County ARES to use the Hyper-Reach telephone notification system for drills and activation notices.

14. Whenever feasible and practical The Greater Rochester Red Cross will include Monroe County ARES as a partner in emergency preparedness exercises and drills.

15. Greater Rochester Red Cross is to provide meeting space on a monthly basis for Monroe County ARES monthly meetings. If other Monroe County ARES meetings are held (outside of the monthly meeting), the Greater Rochester Red Cross will endeavor to grant requests for usage of meeting space on a "space-available" basis. Monroe County ARES will maintain liability insurance in the amount of \$1,000,000 in order to utilize the meeting space at Greater Rochester Red Cross headquarters.

16. During times of cooperation Monroe County ARES and the Greater Rochester Red Cross shall each be responsible for their own respective volunteer background check policies. Should circumstances require certain Monroe County ARES members to be identified and credentialed as Red Cross workers they will need to have completed an American Red Cross background check and abide by Red Cross policy and procedure while identified as a Red Cross volunteer.

17. It is understood and agreed that radio amateurs, being licensed and regulated by the Federal Communications Commission, shall at all times exercise sole and exclusive control over the operation of their radio stations. Such control cannot be surrendered or delegated, in accordance with Federal law.

18. The two organizations will communicate and collaborate in the area of disaster planning, contributing to the development of each other's disaster plans (as appropriate) and distributing copies of each respective plan.

19. The two organizations will also collaborate in the dissemination of community disaster preparedness education, including the distribution of preparedness materials and joint efforts during community events, as appropriate. Additionally, the ARRL offers

certification in Amateur Radio emergency communications, a training program that is mutually beneficial to Monroe County ARES and to the Greater Rochester Red Cross. Volunteers holding valid ARRL Emergency Communications Certification credentials will be recognized for this knowledge.

20. If outside amateur radio resources are brought in by Greater Rochester Red Cross or American Red Cross during a disaster, their use should be coordinated with the Monroe County ARES Emergency Coordinator, Western New York DEC, Western New York SEC, or other coordinating ARRL Field Organization leader prior to deployment. In the event of a national disaster operation, ARRL local emergency communication volunteers will act as a local liaison to the American Red Cross.

21. In the event that disaster welfare inquiries (DWI) are useful for community recovery the Greater Rochester Red Cross and Monroe County ARES will cooperate in the dissemination of these message as appropriate. All DWI traffic passed by amateur radio operators must follow American Red Cross 2079H format.

22. The Greater Rochester Red Cross and Monroe County ARES will actively seek to determine other areas or services within their respective organizations where cooperation and support will be mutually beneficial and to amend this Memorandum of Understanding accordingly to include those additional areas or services.

23. Greater Rochester Red Cross and Monroe County ARES will inform their members, other units or departments, and administrative offices of this agreement and will urge full cooperation with each other.

24. This Memorandum of Understanding does not create a partnership or a joint venture, and neither party has the authority to bind the other.

IX. Periodic Review

Representatives of the Greater Rochester Red Cross Disaster Services and Monroe County ARES will, on an annual basis, on or around the anniversary date of this agreement, jointly evaluate progress in the implementation of the Memorandum of Understanding and revise and develop new plans or goals as appropriate.

X. Term of MOU

This Memorandum of Understanding is in force as of the date indicated below and shall remain in effect for five years or until terminated by written notification from either party to the other.

February 5, 2008

Signatures:

Leighton Jones

Feb 5, 2008

Leighton Jones
Director, Disaster & Emergency Services
American Red Cross
Greater Rochester Chapter

Date

Jeffrey A. Wigal

Feb 5, 2008

Jeff Wigal
Emergency Coordinator
Amateur Radio Emergency Service
Monroe County, New York

Date