

**Memorandum of Understanding
Between
Alachua County Emergency Management
And
Alachua County HAM Radio Volunteer**

I. Scope

This Memorandum of Understanding (MOU) between Alachua County Emergency Management and the Alachua County [] (“HAM Radio Volunteer”, and together with Alachua County, the “parties”) is to support local emergency management officials with communication services during emergency conditions as defined by the Alachua County Emergency Management Director.

II. Purpose

The parties enter into this MOU in order to enhance communications within Alachua County and between other public service organizations, during emergencies and disasters.

In establishing this MOU, Alachua County Emergency Management, designates this Ham Radio Volunteer as an official volunteer with Alachua County, providing emergency and disaster communications support to Alachua County.

III. Operation

This MOU becomes effective upon signature by the parties or the authorized representatives for the parties. Under this MOU, Alachua County Emergency Management or its representative are authorized to activate the volunteer communications resources of the HAM Radio Volunteer.

The HAM Radio Volunteer may supply communications services where no established links exist or supplement existing system(s) if they are overloaded or disabled, such services may include but not limited to the following.

- Communications between the Alachua County Emergency Operations Center and other Alachua County jurisdictions as well as state and federal agencies.
- Communications in support of emergency shelters, Fire Stations, and other critical infrastructure.
- Intercommunications among city, private, and public service organizations.
- Additional public service communications as deemed necessary.
- Any additional training/services that are mutually agreed upon by both parties in support of emergency communications.

IV. Method of Cooperation

Alachua County Emergency Management and the HAM Radio Volunteer agree to the following:

1. Alachua County Emergency Management welcomes the cooperation and assistance of the HAM Radio Volunteer to extend emergency communication coordination and planning, into the jurisdiction of Alachua County.
2. Alachua County Emergency Management will further the cooperative effort by requesting the HAM Radio Volunteer to serve as a disaster volunteer for emergency communications.

Upon agreeing to the request, such personnel will be expected to report to the Alachua County Emergency Management representative or other identified ESF representative during the duration of any disaster or event activation.

3. In order to be considered as an Alachua County Volunteer and authorized to be activated and participate under the auspices of this MOU, the Ham Radio Volunteer must file an Alachua County volunteer application and agreement to be submitted for a background check.
4. The HAM Radio Volunteer is encouraged to take part in pre-disaster training and planning, work with Alachua County Emergency Management to provide amateur radio communications equipment and volunteers, and to meet the needs of the disaster or event.
5. The HAM Radio Volunteer will be encouraged to participate in the development, review, and updating of the County Emergency Operations Plans, pertaining to communications operations.
6. Alachua County Emergency Management will, in their discretion, provide reasonable space in the EOC for operations of amateur radio communications systems. If the HAM Radio Volunteer is authorized by the Emergency Management Director, the Ham Radio Volunteer will be given access to the EOC for the purpose of emergency operations, training, exercises, and maintenance of amateur radio equipment. This access will only be valid for the time that the HAM Radio Volunteer is an active volunteer for the County. Facility access will be terminated immediately upon separation as a volunteer of the County, and it will be expected that the HAM Radio Volunteer return their identification badge and any equipment assigned to them.
7. Alachua County Emergency Management will provide limited equipment available to support the HAM Radio Volunteer. Equipment purchases will be discussed on an as needed basis.
8. Both parties agree that any equipment purchased by Alachua County Emergency Management will remain property of Alachua County, and any equipment purchased by the HAM Radio Volunteer will remain property of the Ham Radio Volunteer. Any personal property or equipment used in an official capacity as an Alachua County volunteer must be documented on an [ICS 213 form](#) and approved by a member of Alachua County Emergency Management staff before that equipment is deployed. Alachua County will not be responsible for any damages to personal equipment, unless the Emergency Management Director or their designee specifically requests that damages to the personal property be covered after a request is made by the HAM Radio Volunteer. This will be on a case-by-case basis and will not set a precedent for future coverage of personal property. It is highly recommended that personal property is not used by the HAM Radio Volunteer. If the said personal property is vital for the Ham Radio Volunteer to complete their assigned task, they should immediately notify a member of the Alachua County Emergency Management staff prior to use.
9. Alachua County Emergency Management will allow the HAM Radio Volunteer to utilize that equipment which is necessary to provide emergency and or non-emergency communications for public service events, training, and response to activations of the

Alachua County Emergency Operations Center.

10. The HAM Radio Volunteer will make a good faith effort to respond to the Alachua County Emergency Operations Center within 24 hours of activation requests made by Alachua County Emergency Management.
11. It is understood that the HAM Radio Volunteer will be issued official identification cards upon completion of an Alachua County approved background check. These background checks will be arranged by and funded by the Alachua County Emergency Management.
12. It is understood that official Alachua County identification cards are only to be used for official Alachua County business. All parties agree that any misuse of Alachua County identification cards will result in the immediate removal of the Ham Radio Volunteer as a representative of Alachua County. The badge must be worn at all times when deployed or activated as part of a declared emergency by Alachua County or when performing tasks on behalf of Alachua County. Upon separation as a volunteer of the county, it will be expected that the Ham Radio Volunteer return their identification badge to the Emergency Operations Center or to the Alachua County Human Resources Volunteer Coordinator.
13. When an emergency occurs or any need requiring the use of amateur radio communications, Alachua County Emergency Management will request the assistance of the HAM Radio Volunteer. This assistance may include, but is not limited to the following:
 - a) The establishment and maintenance of fixed, mobile, and/or portable station emergency communication equipment for local, region, or national radio coverage, and point-to-point contact between public safety officials and locations as required.
 - b) Maintenance of the continuity of communications for the duration of the emergency period or until normal communications channels are substantially restored.
14. The HAM Radio Volunteer agrees to obtain the following training/certifications before providing services to Alachua County. Copies of the training will be provided to Alachua County Emergency Management upon completion and/or updating:
 - a) Mandatory
 - IS-100 "Introduction to Incident Command System"
 - IS-200 "ICS for Single Resources and Initial Action Incidents"
 - Alachua County Approved Background Check
 - Such standard training as other County Volunteers receive.
 - A valid amateur radio license (for anyone using approved HAM radio frequencies)
 - b) Optional
 - IS-700 "NIMS, An Introduction"
 - IS-800.B "National Response Framework, An Introduction"
 - IS-802 "Emergency Support Functions Communications"
 - National Weather Service, SkyWarn certification

V. PUBLIC RECORDS

Public Records. In accordance with §119.0701, Florida Statutes, Ham Radio Volunteer, when acting on behalf of the County, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the services as outlined in this MOU.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are confidential or otherwise exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this MOU and following completion of the MOU if HAM Radio Volunteer does not transfer the records to the County.
4. Upon completion of the MOU, transfer, at no cost, to the County all public records in possession of HAM Radio Volunteer or keep and maintain public records required by the County to perform the Services. If HAM Radio Volunteer transfers all public records to the County upon completion of the MOU, HAM Radio Volunteer shall destroy any duplicate public records that are confidential or otherwise exempt from public records disclosure requirements. If HAM Radio Volunteer keeps and maintains public records upon completion of the MOU, HAM Radio Volunteer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF HAM RADIO VOLUNTEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO HAM RADIO VOLUNTEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MOU, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

5. If HAM Radio Volunteer fails to comply with this section, HAM Radio Volunteer will be deemed in default under this MOU. The County may enforce as set forth in §119.0701, Florida Statutes. HAM Radio Volunteer who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.
6. HAM Radio Volunteer will take reasonable measures to protect, secure and maintain any data held by HAM Radio Volunteer in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If HAM Radio Volunteer suspects or becomes aware of a security breach or unauthorized access to such data by a third party, HAM Radio Volunteer shall immediately notify the County in writing and will work, at HAM Radio Volunteer's expense, to prevent or stop the data breach.

VI. INSURANCE –

1. When the furnished volunteers are operating under County auspices and the terms of this MOU the County shall cover those individuals for workers compensation and liability insurance in accordance with the laws of the State of Florida and provision of benefits for volunteers of local governments.
2. In order to be considered as operating under County auspices the volunteers must be operating in conjunction with a request of the County for activation or preparing for such activations while on County premises.

3. In the event of deployment during an emergency outside of Alachua County, the volunteers will only be considered County Volunteers if the request for deployment comes from Alachua County Emergency Management.
4. It is acknowledged that the individual volunteers and any associated Volunteer Group are actively involved in the hobby of amateur radio and that there may be some overlap between the activities they do as part of their hobby and those they do at the request of the County. The parties specifically agree that this MOU and the benefits and protections which arise under this MOU only arise when there is an express request for the involvement of volunteers or an express written grant of authority to engage in a specific activity. Otherwise the general activities and requirements of this MOU are no greater than the Volunteers would engage in as part of their amateur radio hobby. This includes any general training exercises, club meetings and trainings which are not done specifically at the request of the County.

VII. Term of Memorandum of Understanding

1. This document will be reviewed by both parties together at least every two years to determine if any updates or changes are needed to this MOU.
2. Either party may cancel this MOU with or without notice for any reason deemed necessary by the cancelling party.
3. This MOU is effective as of the date indicated below and shall remain in effect unless terminated by one or both parties, or until replaced by an updated version mutually agreed to by both parties.

Dated this _____ day of _____, 20__

X

Jennifer Grice
Emergency Management Director

X

(Insert Name Here)
HAM Radio Volunteer