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**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY (DHS/FEMA)
AND
THE AMERICAN RADIO RELAY LEAGUE, INCORPORATED**

I. Parties:

The parties to this Memorandum of Agreement (“MOA” or “Agreement”) are the Department of Homeland Security (“DHS”) Federal Emergency Management Agency (“DHS/FEMA”), and The American Radio Relay League, Incorporated (“ARRL”).

A. DHS/FEMA

1. **PRIMARY MISSION:** The primary mission of DHS/FEMA is helping people before, during, and after disasters.¹
2. **SPECIFIC ACTIVITIES:** As described in the Homeland Security Act of 2002 (“Homeland Security Act”), 6 U.S.C. § 313(b)(2)(A)-(B), the FEMA Administrator:

lead[s] the Nation’s efforts to prepare for, protect against, respond to, recover from, and mitigate against the risk of natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents [and] partner[s] with State,² local, and tribal governments and emergency response providers, with other Federal agencies, with the private sector, and with nongovernmental organizations to build a national system of emergency management that can effectively and efficiently utilize the full measure of the Nation’s resources to respond to natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents.

B. ARRL

1. **PRIMARY MISSION.** The primary ARRL mission is multi-faceted, including the obligation to serve the Nation as a non-government organization of licensed, voluntary non-commercial amateur radio operators into a communications service, particularly

¹ As indicated in the Homeland Security Act, “[t]he primary mission of [DHS/FEMA] is to reduce the loss of life and property and protect the Nation from all hazards, including natural disasters, acts of terrorism, and other man-made disasters, by leading and supporting the Nation in a risk-based, comprehensive emergency management system of preparedness, protection, response, recovery, and mitigation.” 6 U.S.C. §313(b)(1).

² Under the Homeland Security Act, “[t]he term “State” means any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, and any possession of the United States.” 6 U.S.C. § 101(17).



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with respect to providing emergency communications during natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents; to continue to develop and extend the Amateur's proven ability to contribute to the advancement of the radio art, to advance the skills of the amateur service in both the communication and technical phases of the radio art; and, to expand the Nation's existing reservoir of trained radio operations technicians and electronic experts. 47 C.F.R. §97.1.

2. **SPECIFIC ACTIVITIES.** The ARRL, a non-profit organization founded in 1914, serves as the National Association for Amateur Radio™ and is the largest organization of licensed amateur radio operators in the world.

To support its primary mission of providing voluntary non-commercial emergency communications services during natural disasters, acts of terrorism, and other man-made disasters, including catastrophic incidents, the ARRL maintains two communications programs: the Amateur Radio Emergency Services® ("ARES®") and the National Traffic System ("NTS®").

Through these programs the ARRL provides trained volunteer communications personnel to serve, support and partner with state, local, tribal, and territorial governments, emergency response providers, Federal agencies and nongovernmental organizations (NGOs) during emergencies and disasters.

The ARRL provides services to those in need regardless of citizenship, race, religion, age, sex, national origin, disability, sexual orientation, veteran status, or political affiliation.

II. Authority:

This Memorandum of Agreement is authorized under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act ("Stafford Act"), P.L. No. 93-288, as amended and codified at 42 U.S.C. §§ 5121-5207; the Homeland Security Act, P.L. No. 107-296, as amended and codified at 6 U.S.C § 313 and 6 U.S.C. § 314; Executive Order 13286, Amendment of Executive Orders, and Other Actions, in Connection with the Transfer of Certain Functions to the Secretary of Homeland Security; Executive Order 12148, Federal Emergency Management, as amended; Federal regulations governing Federal Disaster Assistance, 44 C.F.R. Part 206; and DHS Delegation 9001.2.

III. Purpose:

The purpose of this MOA is to set forth the terms by which DHS/FEMA and ARRL will cooperate to fulfill their respective responsibilities with respect to emergency communications, disaster mitigation, disaster preparedness, operational readiness, response, and recovery operations in the event of a natural disaster, act of terrorism or man-made or technological disaster.

The ARRL and DHS/FEMA will collaborate to support state, local, tribal, and territorial governments, emergency response providers, other Federal agencies, the private sector,



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and NGOs and to provide direct and coordinated services to such groups in order to enable each other to better achieve both organizations' missions and desired outcomes while staying true to their unique values and principles.

This Agreement supplements other official planning documents that may describe the Parties' respective roles and responsibilities in the disaster cycle, including but not limited to, the National Response Framework, the National Disaster Recovery Framework, the associated Support Annexes, Information Sharing Access Agreements, Interagency Reimbursable Work Agreements, Federal Interagency Operational Plans, and other published federal plans and strategies.

IV. Responsibilities:

A. Joint Responsibilities (DHS/FEMA and ARRL)

1. Plan and support joint initiatives related to preparedness, communications, protection, response, recovery, and mitigation.
2. Meet, establish common goals, and develop implementation plans as appropriate, to review issues of mutual interest, assess progress, and accomplish the responsibilities set forth in this MOA.
3. Encourage and facilitate the inclusion of each Party's representatives as members of each Party's planning committees and working committees tasked with planning for disasters and emergencies.
4. Continually seek opportunities for ARRL staff and ARES® and NTS® volunteers and DHS/FEMA staff and FEMA Corps members to collaborate, leverage the unique strengths of their organizations, extend reach and trust, improve the alignment of business and operational processes and practices, and improve the coordination of activities and programs.
5. Encourage state, local, tribal, and territorial emergency management agencies, as well as the private sector and NGOs, to act collaboratively with their ARRL counterparts and DHS/FEMA Regional offices.
6. Collaborate with other organizations across the public, nonprofit, and private sectors, and coordinate personnel, subject matter expertise, resources, programs, and activities across nationwide, regional, and community-based networks.
7. Coordinate to efficiently collect, share, and analyze aggregate data and situational awareness. Ensure reciprocal communication flow and develop processes and tools for regular and timely sharing of reports, policies, guidance manuals, brochures, videos, and other items such as Geographic Information System (GIS) and other disaster management products.



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Video Teleconference Calls, other incident coordination calls, and the Joint Information Center (JIC) when these disaster operational functions are activated during relief operations, as appropriate.

16. Ensure representatives from both the ARRL and DHS/FEMA are provided access to and/or invited to operate from each other's facilities when activated, as able and appropriate, and in accordance with established protocols. Separate use agreements may be implemented, as needed, to document specific requirements and terms.
17. Participate in bilateral and multi-agency deliberate planning and future crisis action planning efforts.
18. Work jointly to maximize the use of common terminology and definitions.
19. Engage in joint preparedness and mitigation activities to support community resilience consistent with Presidential Policy Directive (PPD)-8: National Preparedness.
20. Ensure that all such joint initiatives comply with the Communications Act of 1934, 47 U.S.C. § 154 et seq.; Federal Regulations governing the Amateur Radio Service, 47 C.F.R. Part 97; successor laws and regulations, and with both parties' mutual priorities.
21. Encourage the development of joint operating plans within FEMA regions such that emergency communication services, equipment, and facilities of ARES® may be suitably utilized.
22. Support Amateur Radio training delivery nationally and regionally as able and resources allow.
23. Distribute copies of this Agreement to relevant internal stakeholders (such as FEMA regional staff and other ARRL entities) and external parties including partners, other federal agencies/departments, and ARES® and NTS® affiliates with an interest in disaster declarations, preparedness, response, and recovery.
24. Share emergency management information and reports, as appropriate, such as daily operations information, GIS disaster products, community demographics, community resources, and other information that both parties agree to share to accomplish their respective missions. Separate use agreements and compliance documentation may be implemented, as needed, to document specific requirements and terms. Sharing non-public information requires additional enforceable agreements.
25. Share information regarding organizational programs and initiatives, when possible, including, but not limited to, public outreach, training opportunities, and career and student internship opportunities.



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26. Regularly share reports, policies, guidance manuals, brochures, videos, lessons learned, best practices and training resources, as permitted. Sharing non-public information requires additional enforceable agreements.
27. Share information with internal offices and regions regarding collaborative efforts between DHS/FEMA and ARRL, as appropriate.

B. DHS/FEMA Responsibilities

1. Work with ARRL, through DHS/FEMA Individual Assistance Division, to coordinate information about and access to other DHS/FEMA Directorates/Offices and other federal agencies/departments, to ensure open communication and cooperation with ARRL.
2. Inform ARRL of Presidentially declared major disaster and emergency declarations through the distribution of the daily unclassified (U) DHS/FEMA National Situation Report and other operation reports. Information provided to ARRL should include detailed information, as allowable under the Freedom of Information Act ("FOIA"), 5 U.S.C. § 552, the Privacy Act of 1974 ("Privacy Act"), 5 U.S.C. §552a, and other laws and executive orders on information disclosure. Sharing non-public information requires additional, enforceable agreements. FEMA will not share or grant access to any PII as defined by FEMA Directive 109-2, Privacy Program, 1 to ARRL without execution of a separate Information Sharing and Access Agreement (FEMA Form 109-2-1-1) with ARRL.
3. Notify ARRL of changes in relevant DHS/FEMA Communications and FEMA Individual Assistance and Public Assistance regulations, policies, and procedures.
4. Consider ARRL resources and capabilities as they relate to applicable ESF and RSF Communications functions, which include all sectors of the whole community, and to emphasize realistic planning and communications for the potential for complex disaster scenarios.
5. Encourage interaction with the ARRL Section Managers and other appropriate ARRL Field Organization Officials to establish cooperative relationships and closer ties with ARRL Field Organization volunteers.
6. Encourage use of Amateur Radio resources in the development, exercise, and execution of emergency operating plans and exercises.
7. Coordinate with ARRL staff and participate in ARRL emergency management working groups, public policy forums, presentations, and other events at ARRL



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as resources allow and as appropriate and in compliance with the Federal Advisory Committee Act, P.L. No. 92-462 (codified at 5 U.S.C. App.) and applicable federal ethics statutes and regulations.

C. ARRL Responsibilities

1. Share operational reports with DHS/FEMA personnel including, but not limited to, the FEMA Voluntary Agency Liaisons.
2. ARRL will not share or grant access any FEMA personally identifiable information (PII) as defined by FEMA Directive 109-2, Privacy Program,¹ with any third party without prior written consent by FEMA (Privacy Program).
3. Work with DHS/FEMA to disseminate disaster program information and public messaging, including, but not limited to, the availability of DHS/FEMA assistance in connection with Presidentially declared major disasters and emergencies.
4. Encourage partnership with DHS/FEMA, Ready.gov, Community Emergency Response Team (CERT), Citizen Corps Councils and Citizen Corps partner programs and affiliates to support community disaster awareness and preparedness campaigns and programs where affiliates exist and can participate.
5. Share awareness of any opportunities for emergency management planning, preparedness, mitigation, response, recovery training or education.
6. Identify, develop, strengthen, and support capabilities for applicable ESF functions through planning, training, exercises, and operations.
7. Make reasonable efforts to respond in an organizational capacity with on-the-ground site leadership, in disaster areas with local ARRL employees and mobilized volunteers, where local affiliates are able, and resources allow, and when deemed necessary by DHS/FEMA. ARRL is an unpaid volunteer group and will be providing their communication equipment as part of their volunteer service/support.

V. Points of Contact:

A. DHS/FEMA:

Frank Matranga
Director, Individual Assistance Division
Recovery Directorate, Office of Response and Recovery
500 C St. SW
Washington, DC 20472
Office: 202-212-4387



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B. ARRL:

Josh Johnston
Director of Emergency Management
225 Main Street
Newington, CT 06111
Office: 860-594-0333

VI. Other Provisions:

- A. Nothing in this Memorandum of Agreement is intended to conflict with current law, regulation, policies, or the directives of DHS/FEMA or ARRL. If a term of this Memorandum of Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum of Agreement shall remain in full force and effect.
- B. Nothing in this Memorandum of Agreement is intended to restrict the authority of either party to act as provided by statute or regulation. This Agreement does not restrict either Party from participating in, or entering into, similar Agreements with other public or private agencies, organizations or individuals.
- C. Any information shared under this Memorandum of Agreement will be in compliance with the Privacy Act, and to the extent required and allowable, FOIA, and any other applicable statute, regulation, or Executive Order, including OMB, DHS, and FEMA information sharing policies.
- D. FEMA and ARRL may enter into additional Information Sharing and Access Agreements as needed for sharing and access of PII. These agreements will include language regarding PII incident notification and reporting procedures by both parties when exchanging FEMA information and ARRL corporate protected information.
- E. This Agreement defines guidelines of desired cooperation between DHS/FEMA and ARRL, but does not confer or create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or in equity, onto any third person or party (public or private) against the United States, its agencies, its officers or employees, or any person; or against ARRL, its officers or employees, or any other person.
- F. This Agreement creates neither a partnership nor a joint venture, and neither party has the authority to bind the other. This Agreement is not intended to be enforceable in any court of law or dispute resolution forum and creates no legal obligations between the Parties or with any third party or to the public.
- G. The parties will use or display each other's name, emblem, or trademarks only in the case of particular projects and only with the prior written consent of the other party. The



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Department of Homeland Security (DHS) seal is protected by 18 U.S.C. §§ 506, 701, 1017, among other laws, and use of the seal is controlled by the DHS Office of Public Affairs through DHS Management Directive No. 123-06, Use of the Department of Homeland Security Seal. Written permission is required to use the DHS Seal. Any party to this agreement that is not a Federal entity may only use an official DHS seal or logo upon written permission from DHS. The ARRL name, emblems and logos including, but not limited to, those services referenced in this Agreement are protected by U.S. trademark law under 15 U.S.C. § 1051 et seq.

- H. Nothing in this Agreement shall be construed as creating or assuming any liability or obligation of either Party to the other or any third party. The parties to this Agreement agree to be responsible for the negligent or wrongful acts or omissions of their respective employees arising under this Agreement. The parties agree -- subject to any limitations imposed by law, rule, or regulation -- to cooperate in good faith to resolve any claims promptly and, whenever appropriate, without litigation. For all claims or suits arising under this Agreement, each party's designated legal representatives will, within seven (7) calendar days of receipt, provide the other's designated legal representatives copies of any documents memorializing such claims. Nothing in this Agreement shall be construed as a waiver of any sovereign immunity of the United States. The Federal Tort Claims Act, 28 U.S.C. §§ 1346(b) and 2671-2680, provides the exclusive monetary damages remedy for allegedly wrongful or negligent acts or omissions by Federal employees within the scope of their employment.
- I. The parties to this Agreement shall carry out its responsibilities in an equitable and impartial manner free from discrimination in accordance with Section 308 of the Stafford Act, 42 U.S.C. § 5151 and its implementing regulations, as applicable.
- J. This Agreement is not a fiscal or funds obligation document. Any services, equipment or personnel provided to DHS/FEMA to accomplish the goals anticipated under this agreement are done so without expectation of reimbursement or the payment of fees related to the provision of such services, equipment, or personnel, unless otherwise agreed. Any specific work or activity that involves the transfer of funds, services, or property among the parties will require execution of a separate agreement and will be contingent upon the availability of appropriated funds. Such activities must be independently authorized by appropriate statutory or other legal authority. This Agreement does not provide such authority.
- K. Any ancillary reimbursement agreements must be in writing and signed by both parties.
- L. This Agreement, upon execution, contains the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter.

VII. Effective Date:



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The terms of this Agreement will become effective upon the signature of both parties.

VIII. Modification:

This Agreement may be modified upon the mutual, written consent of the parties in a document identified as an amendment, referencing this Agreement specifically and signed by both parties.

IX. Termination:

The terms of this Agreement, as modified with the consent of both parties, will remain in effect until five (5) years from the date of the last signature, or until terminated by either or both parties. The Agreement may be extended by mutual written agreement of the parties. Either party, upon 60 days' written notice to the other party, may terminate this Agreement.



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X. Approved by:

Deanne Criswell

Deanne Criswell
Administrator
Federal Emergency Management
Agency

March 17, 2023
Date

Rick Roderick

Rick Roderick
President
American Radio Relay League

April 18, 2023
Date