

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION  
AND  
THE SOUTH CAROLINA AMATEUR RADIO EMERGENCY SERVICES**

**I. PURPOSE**

The purpose of this document is to state the terms of the Memorandum of Understanding (MOU) between the South Carolina Emergency Management Division (hereinafter "SCEMD") and the South Carolina Amateur Radio Emergency Services (hereinafter "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 SC Regulation 58-101(A)(1) which grants the authority to, 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. ARES and the American Radio Emergency Services are registered service marks of the American Radio Relay League, Incorporated, and are used by permission. Nothing herein will, nor will it be construed to, bind the American Radio Relay League, Incorporated in any respect whatsoever.

This MOU 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**

SCEMD has statutory responsibility under SC Code §§ 25-1-420-450 to coordinate the efforts of both government and the private sector "to prevent, minimize, and repair injury and damage resulting from a disaster of any origin."

ARES and RACES are separate entities operating under separate auspices and regulation provisions. The Federal government authorized the use of the Amateur Radio Services to provide emergency communications and established the Radio Amateur Civil Emergency Service (RACES) under 47 C.F.R. § 97.407 (2017). ARES is an organized group of radio amateurs in South Carolina operating as volunteers as part of the field organization of the American Radio Relay League, Incorporated (ARRL), pursuant to procedures established by ARRL. Because of its emergency communication capability, ARES 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 this MOU are:
  - i. Amateur Radio Emergency Services (“ARES”)
  - ii. South Carolina Emergency Management Division (“SCEMD”)
- b. Activation: This MOU shall be activated by request of SCEMD.
- c. Terms and Conditions: The interchange provided by this MOU shall be handled as follows:
  - i. ARES will provide emergency communications support to SCEMD. In order to accomplish this, ARES will:
    1. Identify trained, qualified personnel registered within the Auxcomm database to operate on a continuous basis during emergency operations and exercises in the State Emergency Operations Center (SEOC), the Alternate Emergency Operations Center (AEOC), and forward command posts at the direction of SCEMD and or ESF 2.
    2. Upon request from either SCEMD or a County Emergency Manager, provide trained radio operators to County EOC’s.
    3. Provide a deployable cadre of radio operators prepared to conduct self-sustaining emergency communications for a period of up to 72 hours in the event SCEMD is unable to sustain operators support of the State EOC during emergency operations and exercises as provided in this MOU (at IV(c)(ii)(3)). Operations in direct support of a county will be sustained by the host county.
    4. Provide technical assistance for maintaining state and local owned amateur radio equipment in county emergency operations centers.
    5. Develop a training and certification system for ARES members in accordance with the counties, and establish a liaison system with RACES and SCEMD.
    6. Conduct communications nets at least monthly, or as requested by SCEMD.

7. Develop an identification system for ARES members.
8. Nominate a candidate for SC RACES Officer if requested by SCEMD.
9. Meet with SCEMD quarterly to review current and projected ARES capabilities and exercises within the State.

ii. SCEMD will:

1. Alert ARES in the event of an emergency operations and provide advance notification of all exercises.
2. Provide radio equipment in the SEOC, AEOC, and any forward command post.
3. Sustain ARES personnel operating under the direction of SCEMD and operating in support of the State EOC during emergency operations and exercises
4. Provide additional training once quarterly.
5. Meet with SC ARES representatives quarterly to review current and projected ARES capabilities and exercises within the State.

**V. Indemnification and Liability**

- a. For purposes of this MOU, 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.
- b. ARES shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement.
- c. 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.

**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. Term**

- a. This MOU will become effective when all parties have signed it. The date of this MOU will be the date this MOU is signed by the last party to sign it (as indicated by the date associated with that party's signature).
- b. This MOU will remain in effect until the MOU is terminated in writing. Either party may terminate this MOU in writing, for any reason or no reason, 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.

IN WITNESS THEREOF, the parties have caused this Memorandum of Understanding to be signed by and between them on the dates set forth below:

  
\_\_\_\_\_  
Kim Stenson, Director  
South Carolina Emergency Management Division

26 JUN 18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Marc C. Tarplee, South Carolina Section Manager  
South Carolina Amateur Radio Emergency Service

06 June 2018  
\_\_\_\_\_  
Date