



**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
SANDOVAL COUNTY AMATEUR RADIO EMERGENCY SERVICE
AND THE COUNTY OF SANDOVAL
ESTABLISHING A WORKING PARTNERSHIP TO
SUPPORT PUBLIC SAFETY RADIO COMMUNICATIONS**

1. **Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the SANDOVAL COUNTY AMATEUR RADIO EMERGENCY SERVICE hereafter referred to as "SCARES", and Sandoval County, hereafter referred to as "The County".
2. **Purpose.** The purpose of this MOU is to establish a partnership between SCARES and The County to allow SCARES to provide backup communications, assist with communications personnel (when available), and augment existing communication needs for emergency and non-emergency requests.
3. **Term of MOU.** This MOU shall become effective on the day and date last signed and executed by the duly authorized representatives of the parties to this MOU and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect until terminated by either party in writing to the other party with thirty (30) days written notice, which notice shall be delivered by hand or by certified mail.
4. **Responsibilities of SCARES.** SCARES, a recognized Amateur Radio Service, shall function within the established Part 97 of the Federal Communication Commission's regulation (47CFR) and have the responsibility of "performing public service communications for the general public, particularly in times of emergency when normal communication systems may be disrupted or inadequate."
 - i. When requested by The County, and upon the availability of SCARES personnel, SCARES shall provide backup communications and personnel to augment existing communications needs for emergency and non-emergency requests.
 - ii. SCARES personnel shall be training to the following levels: ESF 2; ICS 100, 200, 700, 800. SCARES shall notify the Sandoval County Emergency Manager annually of the status of this training.
 - iii. SCARES shall provide a list of all equipment located at Sandoval County facilities that is owned by the SCARES group and the list will be reviewed and updated annually.
 - iv. SCARES shall be responsible for all maintenance, insurance, procurement, warranty, and liability of their equipment and personnel at all times.
5. **Responsibilities of The County.** The County hereby recognizes SCARES as an Amateur Radio Service that can provide critical communication support during emergencies and various events that require robust and redundant communications

assistance. SCARES can also, when available, provide personnel to assist in support roles during these same events.

- i. The County shall, as available, support SCARES with meeting spaces and storage space in their facilities.
 - The County shall NOT be responsible or liable for any personnel injury or equipment damage of SCARES personnel or equipment regardless of location.
- ii. Sandoval County will, upon request by SCARES, authorize designated SCARES personnel occasional access to its EOC, Fire Stations and other designated strategic sites, whenever not in use for other activities, for the purpose of inspecting, testing, maintaining and operating the permanently installed amateur radio equipment to assure its proper operation and continuing readiness, and for SCARES participation in local, regional and statewide emergency tests, drills and exercises, as appropriate.
 - SCARES personnel shall NOT interact with any equipment not belonging to SCARES however, should the SCARES designee on site notice a potential issue with any equipment or notice a situation that could cause public safety radio disruption, they shall notify the County Emergency Manager, or designee, immediately.
- iii. Sandoval County will conduct and provide any required background investigations for designated SCARES personnel. Designated SCARES members will be credentialed and issued identification by Sandoval County Fire and Rescue.
- iv. Sandoval County will provide access to their linking microwave system for the purpose of linking SCARES radio repeaters. Sandoval County will assign a block of 10 IP Addresses to SCARES for this purpose. SCARES will appoint a representative to coordinate and maintain the security of these addresses including point to point VPN.
- v. Sandoval County shall be informed of any change in the office holders of the Sandoval County Amateur Radio Emergency Service including names, e-mail addresses and phone numbers.

6. General Provisions

- i. **Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- ii. **Applicable Law.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of New Mexico, and the laws of Sandoval County.
- iii. **Entirety of Agreement.** This MOU, consisting of 3 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- iv. **Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full

force and effect, and either party may renegotiate the terms affected by the severance.

v. **Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only parties signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.

7. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

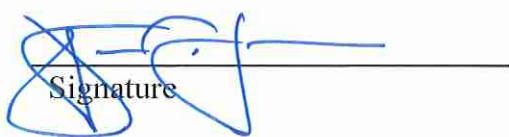
The effective date of this MOU is the date of the signature last affixed to this page.

SCARES President

GARY S. SURAD
Name

Signature

Sandoval County

Wayne A. Johnson
Wayne Johnson, County Manager

Signature

Approved As To Legal Form:

Michael Eshleman
Michael Eshleman, County Attorney