

LETTER OF UNDERSTANDING

BETWEEN

CITY OF OAKLAND

AND

OAKLAND AMATEUR RADIO EMERGENCY SERVICES

**LETTER OF UNDERSTANDING
BETWEEN CITY OF OAKLAND
AND
OAKLAND AMATEUR RADIO EMERGENCY SERVICES (A.R.E.S.)**

This Letter of Understanding ("Letter") is made and entered into as of the _____ day of _____, 1994 by and between the City of Oakland, a municipal corporation, (hereinafter "City"), 1605 Martin Luther King Jr. Way, Oakland, California 94612 and Oakland Amateur Radio Emergency Services, (hereinafter "A.R.E.S.").

WHEREAS, the City desires that A.R.E.S. provide volunteer radio communications resources and services to the City during disasters and emergencies to enhance communications within the City and among public service agencies; and

WHEREAS, A.R.E.S. desires to provide such volunteer radio services and resources for the City; and

WHEREAS, the United States Congress established the Amateur Radio Service in the Communications Act of 1934; and

WHEREAS, Title 47, Code of Federal Regulations, Section 97.1 provides in part that "The rules and regulations in this part are designed to provide an amateur radio service having a fundamental purpose as expressed in the following principles: "1. recognition and enhancement of the value of the amateur service to the public as a voluntary non-commercial communication service, particularly with respect to providing emergency communications. . ."; and

WHEREAS, Title 47, Code of Federal Regulations, section 97.161, established the Radio Amateur Civil Emergency Service ("R.A.C.E.S.") to provide " . . .for amateur radio operation for civil defense communications purposes only during periods of local, regional or national civil emergencies, including any emergency which may necessitate invoking the President's War Emergency Powers. . ."; and

WHEREAS, Title 47 of the Code of Federal Regulations provides that Amateur Radio operators who register as R.A.C.E.S. volunteers for the City will be permitted to provide emergency and disaster communications support only to the City during locally declared emergencies and disasters; and

WHEREAS, the City hereby designates A.R.E.S. as an official R.A.C.E.S. organization, to provide emergency and disaster communications support to the City during locally declared emergencies and disasters;

NOW, THEREFORE, the parties hereto agree that this Letter sets forth the terms and conditions with which members of A.R.E.S. must comply in order to be permitted to volunteer their radio communications services to the City during locally declared emergencies.

I. Purpose

The purpose of this Letter is to facilitate the provision of communication services to support the City and other local area government officials during emergency conditions. The parties enter into this Letter in order to enhance communications within the City of Oakland and among public service agencies, during emergencies and disasters, and to detail the cooperation and services that will be provided by A.R.E.S. during emergency planning, tests, activation, deactivation and response evaluation.

II. Oakland Amateur Radio Emergency Services (A.R.E.S.)

A.R.E.S. is a volunteer organization of individually licensed Amateur Radio Service operators ("A.R.E.S. Members") who are licensed by the Federal Communications Commission. A.R.E.S. Members who register as disaster service workers with the City become A.R.E.S./R.A.C.E.S. Members during a locally declared emergency and agree to comply with the terms and conditions of this Letter if they volunteer to provide communications services to the City.

III. Disaster Service Worker, Licensing and Other Requirements

It is understood and agreed that only A.R.E.S. Members who are registered with the City as disaster service workers in the communications class in accordance with the provisions of the California Government Code are authorized to perform services pursuant to this Letter; provided however, that nothing in this section precludes use of any unregistered person who is impressed into service during a state of war emergency, state of emergency or local emergency by a person having authority to command the aid of citizens in the execution of his/her duties, and that any such person who is impressed into such service is likewise defined as a disaster service worker by the Government Code.

Pertinent provisions of section 8580 of the California Government Code pertaining to the registration requirements for disaster service workers are set forth in the Volunteer Registration Form, attached hereto as Appendix B. Appendix B hereby is incorporated by reference as part of this Letter as if fully set forth herein.

A.R.E.S. Members who perform services under this Letter shall possess current Amateur Radio licenses issued by the Federal Communications Commission and all other licenses, approvals and any certifications required to perform the services hereunder. Prior to providing services hereunder A.R.E.S. Members shall subscribe to the oath or affirmation required by the California Government Code, complete the Volunteer Register form attached hereto as Appendix B and comply with all applicable laws, regulations and rules with which compliance is required to perform the services hereunder. A copy of the oath is attached hereto as Appendix A.

IV. Identification

A.R.E.S. Members who volunteer to perform services pursuant to this Letter are required to have in their possession identification cards provided by the City. The identification cards will identify the volunteer as a disaster service worker in the services communications class and will remain the property of the City and shall be used solely for the purpose of performing services under this Letter.

V. Scope of Services

A.R.E.S. will provide volunteer radio communication services during emergencies and disasters and A.R.E.S. will request that A.R.E.S. Members participate in tests and drills that are scheduled by the City to prepare for such emergencies and disasters. The volunteer radio communication services covered by this Letter will be provided by A.R.E.S. Members who are licensed Amateur Radio Service operators. The services to be provided are described in detail in Appendix C. The services will be provided in accordance with the terms and conditions of this Letter when representatives of the City designated in Appendix C advise A.R.E.S. that the services are requested. The City's Project Administrator for this Letter is the Fire Department's Emergency Services Manager. A.R.E.S. shall designate an individual who shall be responsible for communications with the City for the duration of this Letter.

VI. Time of Performance

A.R.E.S. agrees to provide the services covered by this Letter upon request by the City, provided that this Letter may be terminated by the City immediately for cause and by either party without cause upon 30 days' written notification to the other party. Such notification of termination shall be made in accordance with the "Notices" section of this Letter.

VII. Compensation, Workers' Compensation Coverage

It is understood and agreed that the services to provided under this Letter will be provided on a volunteer basis and that neither A.R.E.S., nor the A.R.E.S. Members who provide services under this Letter, shall receive compensation for such services.

The City will provide workers' compensation coverage in accordance with the requirements of the California Labor Code and other applicable laws for A.R.E.S. Members during the time that they are performing services under this Letter, provided that such A.R.E.S. Members are registered with the City as disaster service workers at the time they provide services under this Letter and have complied with the provisions of this Letter.

VIII. Implementation Procedures

A. Activation of Oakland R.A.C.E.S.

Upon notification or determination of an emergency condition or situation posing an extraordinary threat to life and/or property, an authorized representative of the City shall activate the volunteer communications resources of R.A.C.E.S. by notifying A.R.E.S. of the emergency condition and requesting that A.R.E.S. provide the radio communications services covered by this Letter. Notification shall be provided to representatives designated in Appendix C and in accordance with the provisions of Appendix C. Only representatives of the City designated in Appendix C are authorized to activate the volunteer communications resources of A.R.E.S.

In the event of a major disaster such as an earthquake or large wild-land fire which, by its very nature, may disrupt lines of communication, notification by the City shall be deemed to have been provided and available A.R.E.S./R.A.C.E.S. Members shall respond without waiting for notification.

A.R.E.S./R.A.C.E.S. Members shall respond to the City Emergency Operations Center ("EOC") located at the Oakland Fire Department, Station 1, 1605 Martin Luther King Jr. Way, Oakland, until such time as adequate personnel have arrived to staff the EOC, at which time communications will be established to direct remaining A.R.E.S./R.A.C.E.S. Members to other locations designated in the Oakland A.R.E.S./R.A.C.E.S. Disaster Response Plan which is attached hereto as Appendix C. Appendix C is incorporated in this Letter by reference as if fully set forth herein.

Upon cessation of the emergency condition, a deactivation order shall be issued to A.R.E.S. by a representative of the City designated in Appendix C to provide such notification. A.R.E.S. agrees to provide the services covered by this Letter until the City issues a deactivation order to A.R.E.S./R.A.C.E.S..

B. Disaster Response Time

The parties to this Letter recognize that A.R.E.S. is a volunteer organization and that response times for providing communications services will vary. In a major disaster some delay in response time of more than an hour may be expected as A.R.E.S./R.A.C.E.S. Members have been instructed to provide first for the welfare of their families, property and attend to their work responsibilities.

C. A.R.E.S./R.A.C.E.S. Response

Upon notification by an authorized representative of the City, the notified A.R.E.S. representative will institute activation in accordance with the Oakland A.R.E.S./R.A.C.E.S. Disaster Response Plan set forth in Appendix C.

Upon arrival at the EOC, A.R.E.S./R.A.C.E.S. Members will provide backup communications needs for the City in accordance with directions from City officials designated in Appendix C and establish radio stations at locations identified in the Oakland A.R.E.S./R.A.C.E.S. Disaster Plan attached as Appendix C.

Upon direction of City officials designated in Appendix C hereto, A.R.E.S. will activate available City communications resources and A.R.E.S./R.A.C.E.S. Members who are qualified pursuant to the terms and conditions of this Letter to perform the services hereunder, and will undertake resource mobilization efforts to provide reliable sustained communications until termination of the test, emergency or disaster.

It is understood and agreed that in providing disaster emergency communications services under this Letter, A.R.E.S. and each of the individual A.R.E.S. Members are required to comply with the terms and conditions of their operating licenses, the applicable provisions of Part 97 of the Federal Communications Commission's Rules and Regulations and all other applicable laws, rules, regulations and licensing requirements. Subject to compliance with the foregoing licensing requirements, laws, regulations and rules, A.R.E.S. and each individual A.R.E.S./R.A.C.E.S. Member will perform the services hereunder in accordance with the directions provided by City officials designated in Appendix C.

IX. Tests

A.R.E.S. will conduct routine tests of its communications resources and participate, to the extent possible, in Simulated Emergency Tests (SETs) and special events conducted by the City and other entities.

- A. The following tests will be conducted weekly:
1. One test of a repeater net on an authorized Amateur Radio Frequency;
 2. One test of simplex net on an authorized Amateur Radio Frequency.

B. A.R.E.S. will participate in the following events:

1. City's planned Simulated Emergency Tests, not to exceed two times per year;
2. Periodic verification of equipment readiness exercises;
3. Public Service Activities upon request and agreement by the parties.

X. Planning

A. Authorized Representative

For purposes of cooperative disaster planning, each party shall name authorized individuals to assure that the plans are coordinated. The names of current authorized representatives shall be included in Appendix C of this Letter. The parties agree to amend Appendix C as appropriate to maintain a current list of individuals authorized by each party to communicate with the other party under this Letter.

B. The Disaster Plan

The City shall incorporate into its disaster plan provisions for communications services to be provided by A.R.E.S. and A.R.E.S./R.A.C.E.S. Members.

C. Ongoing Planning

The City and A.R.E.S. shall cooperate in periodic reviews and updates to the Oakland A.R.E.S./R.A.C.E.S. Disaster Plan.

XI. Suspension, Notice and Review of Participation of Individual A.R.E.S./R.A.C.E.S. Members

A. Oral Suspension

An authorized representative of the City and/or the A.R.E.S. can temporarily prohibit with a cause stated, an individual A.R.E.S./R.A.C.E.S. Member from performing services hereunder by immediate oral notification to such A.R.E.S./R.A.C.E.S. Member.

B. Written Notice

Unless written notification of an oral, temporary suspension is provided by the acting authorized representative to the affected person and to all authorized parties specified in Appendix C within 72

hours after oral notice is given, the oral suspension shall be rescinded.

C. Review; Reinstatement or Termination

The authorized representatives of the City and A.R.E.S. must convene a joint meeting within 30 days of the oral suspension with the affected party/parties to determine whether to reinstate or terminate the A.R.E.S./R.A.C.E.S. Member(s); provided that the City retains the right to refuse admittance to City-owned or leased facilities and/or use of City-owned equipment by the affected party/parties; and also retains the right to refuse to permit an A.R.E.S./R.A.C.E.S. Member who has been suspended under this section from providing services to the City under this Letter.

XII. Reports

Any and all reports, manuscripts, logs and any other work product, whether completed or not, that are prepared or developed by A.R.E.S. and/or the A.R.E.S./R.A.C.E.S. Members under this Letter, become the property of the City and shall be turned over to the City promptly at the City's request or upon the termination of this Letter, whichever is earlier.

XIII. Discrimination

A.R.E.S. shall not discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State or local laws. During the performance of this Letter, the A.R.E.S. agrees that it will not discriminate against any person or group of persons because of race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or any other arbitrary basis.

The A.R.E.S. will take affirmative action to ensure that all persons with whom it interacts in the course of providing the services hereunder or as a result of this Letter, including but not limited to applicants for membership in A.R.E.S., and A.R.E.S./R.A.C.E.S. Members, are treated without regard to their race, color, creed, sex, sexual orientation, national origin, age, disability, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or any other arbitrary basis. Such action shall include, but not be limited to, recruitment or recruitment advertising; and selection for training or membership.

In the event of A.R.E.S. noncompliance with the nondiscrimination clause of this Letter, this Letter may be rescinded or modified.

XIV. Religious Prohibition

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of the Letter.

XV. Assignment

A.R.E.S. shall not assign or otherwise transfer any rights, duties, obligations or interest in this Letter or arising hereunder to any person, persons, entity or entities whatsoever without the prior written consent of the City and any attempt to assign or transfer without such prior written consent shall be void. Consent to any single assignment or transfer shall not constitute consent to any further assignment or transfer.

XVI. Governing Law

This Letter shall be governed by the laws of the State of California.

XVII. Notices

If either party shall desire or be required to give notice to the other, such notice shall be given in writing, by prepaid U.S. certified or registered postage, addressed to recipient as follows:

City Oakland Fire Department
 Office of Emergency Services
 475 14th Street, Ninth Floor,
 Oakland, California 94612
 510-238-3938

A.R.E.S. See Appendix C for addresses and
 telephone numbers of current
 A.R.E.S./R.A.C.E.S. Radio Officer
 and A.R.E.S. Officer.

XVIII. Modification

This Letter may be modified by written agreement of all the parties.

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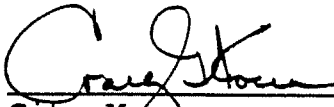
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XIX. Approval

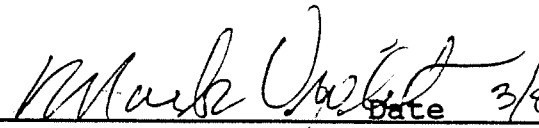
If the terms of this Letter are acceptable to the A.R.E.S. and the City, then sign and date below.

City of Oakland,
a municipal corporation

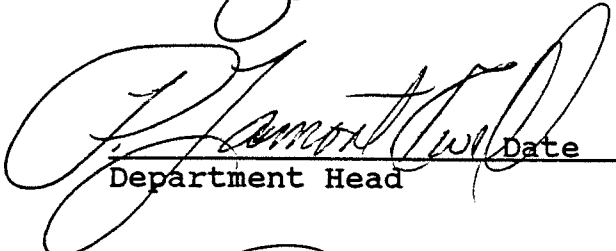
Oakland Amateur Radio
Emergency Services (A.R.E.S.)



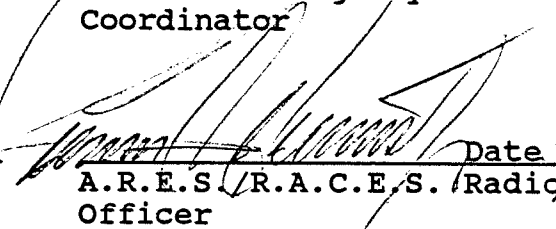
Date 3/16/94
City Manager



Date 3/8/94
A.R.E.S. Emergency
Coordinator



Date
Department Head



Date 3/8/94
A.R.E.S. / R.A.C.E.S. Radio
Officer



Date
Emergency Services Manager

Resolution No. 70815

Approved as to form of legality by:



(City Attorney's Office Signature)

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C I T Y O F O A K L A N D

Agenda Report

TO: City Manager
ATTN: Craig G. Kocian
FROM: Fire Department
DATE: February 22, 1994

RE: Resolution Directing the City Manager to enter into a Letter of Understanding with the Oakland Amateur Radio Emergency Service (A.R.E.S.) and designate them as a Radio Amateur Civil Emergency Service (R.A.C.E.S.) during Locally Declared Disasters.

The City wishes to designate the Oakland Amateur Radio Emergency Services (A.R.E.S.) as an official Radio Amateur Civil Emergency Service (R.A.C.E.S.) organization, to provide emergency and disaster communications support to the City during locally declared emergencies and disasters.

BACKGROUND

Amateur Radio Operators have always been recognized as an effective means of providing critical back up communication links during emergencies, and were therefore always included in the City's Emergency Plan as an alternate communications source. The City Council passed a Resolution in April of 1989 recognizing and commending the Oakland Amateur Radio operators for their dedication and hard work to improve the abilities of the City to Respond to a major disaster.

Title 47;, Code of Federal Regulations, established the Radio Amateur Civil Emergency Service (R.A.C.E.S.) to provide "...amateur radio operations for civil defense communications purposes only during periods of local, regional or national civil emergencies, including any emergency which may necessitate invoking the President's War Emergency Powers..." These regulations further provide that Amateur Radio operators who register as R.A.C.E.S. volunteers for the City will be permitted to provide emergency and disaster communications support to the City during locally declared emergencies and disasters.

OAKLAND AMATEUR RADIO EMERGENCY SERVICE (A.R.E.S.)

Amateur Radio Operators are used on a regular basis by the California Department of Forestry and Fire (CDF), as "shadows" for their command personnel. These operators can relay important logistics information from fire commanders in the field to their headquarters, thereby freeing up the radio channels for operations. Oakland has an existing Amateur Radio Emergency Service (A.R.E.S.) group. Oakland A.R.E.S. is a group of local, volunteer licensed Amateur Radio Operators (commonly referred to as Ham's), who are committed to providing vital communication links to assist government and public agencies during emergencies.

RADIO AMATEUR CIVIL EMERGENCY SERVICE (R.A.C.E.S.)

Staff has been meeting with the Oakland Amateur Radio Emergency Service on an on-going basis. These meetings have been instrumental in selecting the types of equipment to be purchased by Measure I funds for placement in City-owned essential facilities. In addition, officers of the group have participated as members of the Communications Sub-Committee of the Emergency Management Board. It was this Board that made the recommendation that we enter into an official Letter of Understanding with the Oakland Amateur Radio Emergency Service to designate them as a Radio Amateur Civil Emergency Service (R.A.C.E.S.). The Federal Communications Commission (FCC), the Federal Emergency Management Agency (FEMA), and the State Office of Emergency Services recognizes R.A.C.E.S. as Disaster Service Workers, in the Communications Class, whose duties are to operate and maintain various communications systems, including wire and radio facilities. They also perform messenger services to assist officials and individuals in the protection of life and property.

LETTER OF UNDERSTANDING (L.O.U.)

Staff has worked closely with the Oakland Amateur Radio Emergency Service (A.R.E.S.) to jointly develop a Letter of Understanding that is closely modeled after the Federal and State M.O.U.'s. The Letter of Understanding has been reviewed and approved by the City Attorney's Office and upon approval by the City Council, will be signed by all parties including the Oakland Fire Chief and the Officers of the Oakland Amateur Radio Emergency Service.

STAFF RECOMMENDATION

A Letter of Understanding with the Oakland Amateur Radio Emergency Service to designate them as a Radio Amateur Civil Emergency Service (R.A.C.E.S.), can provide an important addition to the City's Communication System. Staff recommends that the Public Safety Committee approve, and forward this recommendation to the City Council for a Resolution to instruct the City Manager to enter into a Letter of Understanding with the Oakland Amateur Radio Emergency Service to designate them as an officially sanctioned Radio Amateur Civil Emergency Service for Oakland.



P. LAMONT EWELL
Fire Chief

APPROVED FOR FORWARDING
TO THE PUBLIC SAFETY COMMITTEE

Office of the City Manager

OAKLAND CITY COUNCIL

RESOLUTION No. _____ C. M. S.



INTRODUCED BY COUNCILMEMBER _____

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A LETTER OF UNDERSTANDING BETWEEN THE CITY AND THE OAKLAND AMATEUR RADIO EMERGENCY SERVICE (A.R.E.S.) WHICH WILL DESIGNATE A.R.E.S. AS A RADIO AMATEUR CIVIL EMERGENCY SERVICE AND PROVIDE THE TERMS WITH WHICH A.R.E.S. AND ITS MEMBERS MUST COMPLY IN ORDER TO PROVIDE VOLUNTEER EMERGENCY AND DISASTER COMMUNICATIONS SUPPORT TO THE CITY DURING LOCALLY DECLARED DISASTERS

WHEREAS, the City desires that A.R.E.S. provide volunteer radio communications resources and services to the City during disasters and emergencies to enhance communications within the City and among public service agencies; and

WHEREAS, A.R.E.S. desires to provide such volunteer radio services and resources for the City; and

WHEREAS, the United States Congress established the Amateur Radio Service in the Communications Act of 1934; and

WHEREAS, Title 47, Code of Federal Regulations, Section 97.1 provides in part that "The rules and regulations in this part are designed to provide an amateur radio service having a fundamental purpose as expressed in the following principles: "1. recognition and enhancement of the value of the amateur service to the public as a voluntary non-commercial communication service, particularly with respect to providing emergency communications. . ."; and

WHEREAS, Title 47, Code of Federal Regulations, section 97.161, established the Radio Amateur Civil Emergency Service ("R.A.C.E.S.") to provide " . . .for amateur radio operation for civil defense communications purposes only during periods of local, regional or national civil emergencies, including any emergency which may necessitate invoking the President's War Emergency Powers. . ."; and

WHEREAS, Title 47 of the Code of Federal Regulations provides that Amateur Radio operators who register as R.A.C.E.S. volunteers for the City will be permitted to provide emergency and disaster communications support only to the City during locally declared emergencies and disasters; and

WHEREAS, the City desires to designate A.R.E.S. as an official R.A.C.E.S. organization, to provide emergency and disaster communications support to the City during locally declared emergencies and disasters; and

WHEREAS, A.R.E.S. and A.R.E.S. members who volunteer to provide the aforementioned communications support will receive no compensation for such services; and

WHEREAS, the City will provide workers' compensation coverage in accordance with the requirements of the California Labor Code for A.R.E.S. members during the time they are performing volunteer services under the Letter agreement; now therefore be it

RESOLVED: that the City Manager hereby is authorized to execute a Letter of Understanding which sets forth the terms and conditions with which members of A.R.E.S. must comply in order to be permitted to volunteer their radio communications services to the City during locally declared emergencies; and be it further

RESOLVED: that the Office of the City Attorney has approved the Letter of Understanding as to form and legality, and a copy thereof will be on file in the Office of the City Clerk.

I certify that the foregoing is a full, true and correct copy of a Resolution passed by the City Council of the City of Oakland, California on

CEDA FLOYD
City Clerk and Clerk of City Council

Per _____, Deputy