

**MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT BETWEEN  
SOUTH DAKOTA DEPARTMENT OF PUBLIC SAFETY  
AND  
DAKOTA AMATEUR RADIO NETWORK  
August 10, 2007**

# MEMORANDUM OF AGREEMENT

## FOREWORD

The Dakota Amateur Radio Network (DARN) is a noncommercial association of radio amateurs who's purpose is to work as a liaison to government entities on behalf of the amateur radio community, to promote radio knowledge, fraternalism and individual operating efficiency, and to so conduct statewide amateur radio programs and activities as to advance the general interest and welfare of amateur radio in the community and State. DARN is a volunteer organization that represents those amateur radio operators in the State of South Dakota with an interest in providing emergency communication services and support to agencies serving the public during emergency situations.

DARN shall maintain an active affiliation with the South Dakota Office of Emergency Management and with other emergency services organizations located within the state.

## I. PURPOSE

The purpose of this document is to state the terms of understanding between DARN and the South Dakota Department of Public Safety (SDDPS). This document will serve as a broad framework within which volunteer federally licensed amateur radio Operators will coordinate Amateur Radio emergency communications network resources and services provided to SDDPS.

## II. DEFINITION OF A DISASTER

A disaster is an occurrence such as a hurricane, tornado, storm, flood, high water, wind-driven water, tidal wave, earthquake, blizzard, fire, explosion, volcanic eruption, building collapse, commercial transportation accident, or other situations that causes human suffering or human needs that the victims cannot alleviate without assistance.

Also any act of terrorism or war initiated catastrophes such as nuclear or biological attack, contamination of air, food or water, telephone systems destroyed or disabled (cell phone system inclusive), public service trunking systems or any public used communications system shall be deemed a disaster.

## III. RECOGNITION

SDDPS recognizes that the DARN representing South Dakota's volunteer Amateur Radio Community is the official representative to SDDPS for providing aid in maintaining the continuity of communications during disasters, when conventional communications are not available, disrupted or overloaded through the use of its volunteers and their communications resources.

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The DARN and its members recognizes SDDPS' mission to keep South Dakota a safe place in which to live, work, visit and raise a family.

## **IV. ORGANIZATION OF SOUTH DAKOTA OFFICE OF EMERGENCY MANAGEMENT**

The South Dakota Office of Emergency Management (SDOEM) is a part of the South Dakota Department of Public Safety and operates under the authority of South Dakota Codified Law 33-15.

The Director of SDOEM has responsibility to maintain equipment in the state emergency operations center, conduct training, schedule use of the facility, and schedule assignments for SDOEM's mobile emergency operations center. The SDOEM duty officer frequently coordinates response to community situations that overwhelm local capabilities, but do not warrant a declared State of Emergency or full activation of the state emergency operations center. Individual responses are addressed by putting state agencies, private industry or appropriate volunteer efforts together to assist with local emergencies.

Virtually all SDOEM employees are on 24-hour call to assist local authorities in responding to emergencies. In addition, they staff the state emergency operations center (SEOC) when a disaster or emergency threatens, as well as prior to and during large scale and special security events.

When the SEOC is activated, it is staffed not only by SDOEM, but also by other organizations with responsibility for disaster response efforts including state and federal agencies, volunteers, and private sector agencies. DARN may be requested to provide redundant communications capabilities or to set up necessary links to field operators as part of SEOC activation.

## **V. ORGANIZATION OF THE DAKOTA AMATEUR RADIO NETWORK**

The DARN structure consists of a president, vice-president and secretary/treasurer. The membership of which will be made up of one (1) voting representative from each of South Dakota recognized amateur radio clubs or associations. The headquarters for the DARN will be located in Pierre, South Dakota.

## **VI. METHOD OF COOPERATION**

A. Support provided by DARN and its member clubs.

DARN will:

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1. Work to ensure that its members are trained in the conduct of emergency communications and in the National Incident Management System (NIMS) Incident Command System (ICS).
2. Maintain a roster with contact information of trained volunteers that may be called upon in the time of disaster.
3. Provide trained communicators and equipment to augment communications needs during a disaster situation as described in Section II at the request of DPS and county emergency management agencies.
4. Work with state and county emergency management agency personnel to identify missions within the disaster planning of the various jurisdictions within the capabilities of local DARN groups.
5. Support the National Weather Service's SKYWARN spotter program through the Section ARES® relationship with the National Weather Service and provide information to emergency management agency personnel as requested.
6. Provide primary and alternate coordinator liaison's to coordinate with DPS personnel and to function in the SEOC when tasked in disaster situations.

## B. Support provided by SDOEM.

SDOEM will:

1. Make available training appropriate for volunteer participants in activities of SDOEM in the role described above.
2. Work with DARN and its associated clubs to define specific missions within the capabilities of DARN to perform in disaster situations.
3. Coordinate access for volunteer personnel with State of South Dakota directed security and emergency services personnel for access into areas where communications support by DARN is requested.
4. Assist in coordinating logistics for deployed DARN personnel supporting disaster operations.
5. Assist DARN with gaining access to various State of South Dakota resources such as the tall communications towers operated by South Dakota Public Broadcasting (SDPB) for the purpose of siting, where practical, amateur radio antennas and equipment, and assist in any acquisition of any surplus property available for distribution to member clubs. This will provide much needed links into areas of the state that are now unreachable with current antenna locations.

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## **VII. INDEMNITY PROVISION:**

DARN agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Dakota Amateur Radio Network to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

## **VIII. DAKOTA AMATEUR RADIO NETWORK MEMBER BACKGROUND CHECK**

All DARN members designated to possibly work in the SEOC will agree to and must pass a background check that DPS will coordinate before being allowed to enter and operate in the SEOC. Members will agree to be fingerprinted when required by DPS and meet any additional security requirements that may be deemed necessary to satisfy the current security level.

## **IX. DURATION OF AGREEMENT**

This agreement shall be in effect for three years from the date of signature. This agreement may be terminated by either party hereto upon thirty (30) days written notice. The agreement can be amended in writing by either party and signed by both parties.

## **X. FINANCIAL MANAGEMENT**

Both parties are responsible for their own incidental expenses associated with emergency response operations. Incidental expenses include lodging, meals, and mileage.

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For the South Dakota Department of  
Public Safety:

Tom Dravland

Signature

Name: Tom Dravland

Title: Secretary

Date: 9/21/07

For the Dakota Amateur Radio  
Network:

Greg C. Hall

Signature

Name: Greg C. Hall

Title: President

Date: 9/21/07