

# **City of Scottsbluff, Nebraska**

**Tuesday, January 19, 2016**

**Regular Meeting**

## **Item Reports4**

**Council to consider approval of a Memorandum of Understanding with the TriCities Amateur Radio Club and authorize the Mayor to sign the agreement.**

**Staff Contact: Tim Newman, Emergency Management Director**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
The City of Scottsbluff, by and through the Scottsbluff Fire Department  
AND  
TRICITY AMATEUR RADIO CLUB**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Scottsbluff (the “City”), by and through the Scottsbluff Fire Department (“SFD”) AND the TriCity Amateur Radio Club (“TARC”).

Whereas, TARC has been assisting local emergency management functions for several years.

Whereas, the City and SFD appreciate all of the hard work the club members have donated to the community.

Whereas, to insure the continued relationship between the City, SFD and TARC remains strong and vibrant, the Parties agree to the following:

1. The City, through SFD, will provide an old school bus to TARC to be used as a mobile communications platform. This bus will remain property of the City and stay tagged, titled and insured by the City.
2. The City will provide secure storage in a lot owned by the City, or if agreed upon by another municipality, in a secure lot owned by another city, village or county.
3. TARC will be allowed to operate the bus, make alterations and modifications to the bus and install radio equipment, furniture and accessories to fit the needs of TARC.
4. Any such radio equipment, furniture and accessories shall be insured by TARC.
5. The Scottsbluff Fire Department will allow TARC to affiliate as a Communications Section under the Fire Corps charter, thereby opening up grant funding opportunities under the Citizen Corps program.
6. The City shall provide liability insurance covering the bus, Workers Comp insurance on the club members currently on the roster for injuries incurred during the use of the bus, or during training, exercises or real events where the club members would be called upon to render service. The Nebraska Emergency Management Act Neb. Rev. St. §81-829.55 provides immunity to volunteers from liability during training, exercising or responding to Disasters or Emergencies.
7. The City will provide regular preventative maintenance on the bus (fuel and oil changes) not to exceed \$500 in any one fiscal year unless additional cost overruns for fuel or oil are the result of the bus being deployed on a disaster. TARC shall be responsible for any spending on these items over this amount in any given fiscal year.

TARC agrees to the following:

1. TARC will provide amateur radio communications at any time they are requested by the City or Region 22 Emergency Management (“R22EM”).
2. TARC will deploy anywhere within Scotts Bluff or Banner Counties and be willing to deploy anywhere in the Panhandle if requested by an Emergency Management Agency.
3. TARC will maintain a current roster of club members and provide it to the City and R22EM on a regular basis.
4. TARC will only allow authorized members to drive the bus, and this list will also be provided to the City, SFD and R22EM.
5. TARC will report any mechanical issues to SFD’s Fire Chief and/or the R22EM’s Director.
6. TARC will participate in disaster exercises and training.
7. As stated above, TARC will be responsible for any cost overruns on fuel or oil, unless incurred as a result of a disaster.

The following is agreed to by all parties to this MOU:


1. Any party may terminate this agreement as follows:
  - a. By giving a 30 day notice, in which event, TARC will remove its equipment during such period.
  - b. If the bus becomes permanently disabled due to mechanical malfunction, or becomes too costly to keep running, in which event, TARC will remove its equipment within 30 days.
2. Neither the City, SFD nor R22EM will be responsible for theft or damage of TARC equipment as a result of unauthorized access either inside or outside the secure storage.
3. TARC will not be responsible for theft or damage to the City’s equipment as a result of unauthorized access either inside or outside the secure storage.

This agreement shall be effective when executed by the City as provided.

*[signatures on following page]*

TriCity Ameteur Radio Club,

City of Scottsbluff,

By:   
Larry Martin, President

By: \_\_\_\_\_  
Randy Meininger, Mayor

Date: 1-11-2016

Date: \_\_\_\_\_