

MEMORANDUM OF AGREEMENT

Between
Moosehorn Amateur Radio Club
and
Kenai Peninsula Borough

This Agreement is made between the Kenai Peninsula Borough ("KPB" or the "Borough") through the Office of Emergency Management (hereinafter "OEM"), 144 N. Binkley St., Soldotna, Alaska 99669, and the Moosehorn Amateur Radio Club ("MHARC"), P.O. Box 983, Soldotna, AK. 99669, (together, "the Parties").

The Parties hereby agree as follows:

Purpose. The Borough and MHARC share the common goal of providing the most efficient emergency services possible at the time of a disaster. This Agreement involves the provision of amateur radio equipment and supplies and ham communication links and services.

I. The MHARC will endeavor to:

- A. Establish the capability of a ham communications link between:
 1. The KPB Emergency Operations Center at 253 Wilson Lane
 2. Central Peninsula Hospital
 3. South Peninsula Hospital
 4. Providence Seward Medical Clinic
 5. Alaska State Emergency Operations Center (SEOC)
- B. Establish a mobile means of ham communications that can be transported to remote communities and operated at those locations.
- C. Work with other clubs to establish and maintain a cadre of licensed ham radio operators in Seward, Homer and Kenai/Soldotna areas that would be available to operate the ham radio equipment located in those communities.
- D. Coordinate contact with the hospitals and the SEOC through OEM. MHARC will ensure that any installations do not interfere with the public safety communications system. Coordination with the 911 Emergency Communications Coordinator on any equipment installation is of paramount importance.
- E. Periodically test the ham radio equipment and participate in drills and exercises with the Borough and peninsula first responders.

II. The Borough OEM will:

- A. Provide some older ham radio components that it will assign to the MHARC for this project. The MHARC will be responsible for the maintenance and security of the equipment and ownership will be retained by the Borough. OEM will seek grant funding to purchase updated equipment per MHARC recommendations.
- B. OEM will purchase items it determines are needed for the project after consulting with the MHARC, subject to the necessary Borough approvals and the appropriation and

availability of funds. Only the Borough OEM may purchase items for which the Borough will pay, and all such purchases must be made in accordance with the Borough purchasing code. The MHARC is not authorized to make any purchases on behalf of the Borough.

Termination. This Agreement may be terminated by either Party without cause with 30 days written notice delivered to the other Party in person, or by first class or certified mail to the last known address of record. Either Party may terminate the Agreement for cause without advance notice if the other Party materially breaches this Agreement. Upon termination in either event, each Party shall return to the other Party any and all equipment, supplies and reports in its possession belonging to the remaining Party.

Signed with the authority to execute.

Moosehorn Amateur Radio Club

Kenai Peninsula Borough

Kathy Heindl, President
Dated: _____

Peter Micciche, Mayor
Dated: _____

ATTEST:

Approved as to Form and
Legal Sufficiency:

Michele Turner, CMC
Acting Borough Clerk

A. Walker Steinhage
Deputy Borough Attorney