



Memorandum of Understanding between Rocky Mountain Ham Radio and Colorado ARES®



Purpose

The purpose of this document is to state the terms of a mutual agreement, a Memorandum of Understanding (MOU), between Rocky Mountain Ham Radio (RMHAM) and Colorado ARES®. This document will serve as a framework within which Colorado ARES members will have access to RMHAM owned and operated repeaters and equipment in support of Colorado ARES Emergency Communications functions.

Background

AMATEUR RADIO EMERGENCY SERVICE (ARES®)

As established under Federal Communications Commission's Rules and Regulations (47 C.F.R. Part 97), a primary responsibility of the Amateur Radio Service is the rendering of public service communications for the general public, particularly in times of emergency when normal communications are not available. Using the Amateur Radio Service frequencies, Amateur Radio operators have been serving the general public, both directly and through governmental and relief agencies, for more than 50 years. To this end, the American Radio Relay League (ARRL), the national association for Amateur Radio, organized the Amateur Radio Emergency Service (ARES).

Organization of Colorado ARES

Colorado ARES is an ARRL Affiliated organization that provides trained volunteer emergency communications support to public safety agencies and other community oriented organizations around the State of Colorado. ARES in Colorado is organized into ten regions and 27 districts which follow county boundaries.

Organization of Rocky Mountain Ham Radio

RMHAM, founded in 1994, exists as an association of persons commonly interested in the Amateur Radio Service and the betterment of the hobby by proliferating the highest quality communications systems and support. RMHAM is an ARRL affiliated, special services club.

It is the stated purpose of RMHAM, to further the exchange of information and co-operation between amateur radio operators, to promote radio knowledge, fraternalism and individual operating proficiency, and to conduct club programs and activities for the advancement of the general interest and welfare of Amateur Radio in the community, and for the advancement of the "RMHAM" facilities for the benefit of all.

RMHAM will provide its network and repeater equipment for emergency communications organizations on an as needed, first come, first serve basis.

DMR Network

While RMHAM owns and operates the Rocky Mountain DMR Network as listed on the RMHAM website at www.rmham.org, the sole purpose of the Rocky Mountain Wide talkgroup is a shared resource in support of Colorado ARES and is fully at the discretion of the Section Emergency Coordinator. Emergency uses of any talkgroup must be coordinated with the Section Emergency Coordinator or Rocky Mountain Ham Radio trustee at rmham@rmham.org to ensure de-confliction. Training uses must receive approval from RMHAM to use the network at least 5 days prior to the event.

All local and regional talkgroups (Lookout Local, Devilshead Local, Central, North, South) are on a first come, first serve basis. If the Section Emergency Coordinator needs additional communications resources, all other traffic may be preempted as necessary. Emergency uses of any regional or local talkgroup must be coordinated with the Rocky Mountain Ham Radio trustee at rmham@rmham.org to ensure de-confliction. Training uses must receive approval from RMHAM to use the network at least 5 days prior to the event.

ALL training uses of the RMHAM DMR Network will be listed on the RMHAM calendar when scheduled to ensure that there is no resource contention. All scheduled uses are listed on the RMHAM calendar on the website if there is any question.

Method of Cooperation

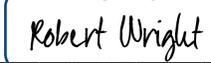
For the communications resources of RMHAM and Colorado ARES to be coordinated and used to the fullest advantage during disasters and emergencies, and to the extent permitted or required by law and regulation, RMHAM and Colorado ARES have agreed to the following:

- 1) The Points of Contact between RMHAM and Colorado ARES will be exchanged between the officers of RMHAM and the officers of Colorado ARES. All points of contact should be updated by a separate addendum that is not part of this MOU as necessary and verified on an annual basis by both Colorado ARES and RMHAM at the renewal of this agreement.
- 2) RMHAM agrees to allow Colorado ARES to assume operational control of the RMHAM repeater network during times requiring disaster communications as described above. Operational control is defined as using the repeater network to communicate by running an informal (without Net Control Network) or directed (with Net Control Network) net.
- 3) When contacted by a Colorado ARES point of contact, the RMHAM point of contact will make a reasonable attempt to have a control operator on frequency during a Colorado ARES activation.
- 4) An RMHAM Control Operator, as requested by Colorado ARES, will monitor the technical aspects of repeater system operation, making any necessary adjustments or changes to the operation of the radio network as can be achieved remotely such as:

- a) Turning the repeater(s) off if there are any dangers of failure that would preclude further operation later, while notifying the officers and Net Control network with as much notice as possible so the net may be moved to another frequency.
 - b) Turning the repeater(s) off if they are malfunctioning or in the presence of malicious interference which precludes proper operations with the same notification as in a. above.
 - c) Making any changes necessary to allow the repeater to operate in accordance with any/all FCC regulations and good radio practice.
- 5) Colorado ARES agrees to the following stipulations while using the RMHAM repeater network:
- a) During Colorado ARES activations, all reasonable efforts will be made to contact one of the RMHAM points of contact to notify him/her of the impending, imminent, or on-going use of the repeater. However, emergency use of the repeater to save life and/or property will always come first, regardless of the status of notification (in such an instance, notification will occur as soon as is reasonable). Notification attempts may be made over the air, via telephone, via email, or in person and should continue until all methods are exhausted or contact is made.
 - b) For a Colorado ARES training exercise, Colorado ARES agrees to contact any RMHAM point of contact to request the use of the RMHAM repeater at least 5 days prior to the training exercise, and such permission will be granted assuming there are no other scheduled events for the repeater during the drill's expected duration. During a training exercise, Colorado ARES agrees to make all reasonable efforts to allow users to utilize the repeater simultaneously with the exercise. During an exercise, this will take the form of allowing users to make calls on the repeater simultaneously with exercise radio traffic. Both Colorado ARES and RMHAM members agree to keep transmissions short in concert with good, on-air Amateur Radio practice so both groups may communicate efficiently.
 - c) ARES agrees to contact an RMHAM point of contact to request the use of the repeater (as stated in b. above) for regularly scheduled nets and before making changes to date or time.
 - d) All scheduled events will be listed on the RMHAM website calendar to ensure quiet enjoyment of the resource.
- 6) RMHAM and Colorado ARES agree to maintain liaison so that there may be the closest possible cooperation in emergency communications planning and coordination, facility and equipment maintenance, and repeater equipment and site usage both during emergencies and on a normal, daily basis. *(An example of this would be for RMHAM to notify Colorado ARES that a new backup battery system has been placed in service at the repeater site. Another example would be that Colorado ARES could notify RMHAM of rolling power outages to make sure the repeater and network is sufficiently prepared.)*

- 7) During activation, Colorado ARES shall conduct the nets using best practice standards and procedures and will yield occasionally to directed calls among RMHAM members and guests, at the discretion of the Colorado ARES Net Control Network, which will not be unreasonably withheld.
- 8) Following each incident requiring an activation of the repeater system, Colorado ARES will provide RMHAM, by email (at an address provided in the contact list), with an after-incident report which will include, but not be limited to, a brief description of the incident, times of activation and closure of the incident, callsigns and locations of those involved in the net (if available), and a Colorado ARES incident name or number, if any.
- 9) RMHAM will reasonably maintain the RMHAM repeater network. Additionally,
 - a) RMHAM cannot be held liable for failure of the repeater system, whether the failure is caused by emergencies described above.
 - b) Colorado ARES agrees that RMHAM cannot be required to affect repairs to restore communications on short notice during an activation or event.
 - c) Colorado ARES agrees that it will not expect any RMHAM member to be put in physical danger to effect repairs to the repeater network.
 - d) RMHAM agrees to maintain the repeater network within the constraints of its member's availability to effect repairs; and within RMHAM's reasonable feasibility to affect such repairs.
 - e) From time to time, changes are made to the RMHAM network, repeaters are added, removed, relocated and discontinued. These resources are provided on a best-effort basis and are subject to change. No expectation should be held that any repeater is permanent. The current state of the network is memorialized on the DMR Network Information tab on the Rocky Mountain Ham Radio website at <https://www.rmham.org>.
- 10) RMHAM and Colorado ARES agree to make this agreement available to their membership so all Amateur Radio Operators in each organization understand the MOU between the two groups. This availability can take the form of publication on the Internet, or any other method deemed appropriate by each organization. The intent of this MOU is not to serve as a legally binding document. Rather, it should serve as a set of guidelines for good Amateur Radio practice and sufficiently serve the needs of both groups to determine how to conduct themselves prior to, during, and after a communications emergency or regional disaster where the RMHAM repeater network has been utilized.

This MOU shall take effect upon signature by the RMHAM President, repeater trustee and/or appointed official, and the Colorado Section Emergency Coordinator at the time of signature and shall remain in effect for one year from the date of signature. This agreement will self-renew each year unless either organization has notified the other of their intention to not renew the agreement in writing. This agreement may be terminated by either organization with 30 days prior written notice to the other organization.

DocuSigned by:

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Rob Wright, NORPF
President
Rocky Mountain Ham Radio

12/13/2025
Date

Signed by:

Perry Lundquist SEL, CO ARES 2/13/2025

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Perry Lundquist, W6AUN Date
Section Emergency Coordinator
Colorado ARES

Change Log