Memorandum of Understanding
Template
for
Emergency Alerting to the Public

1 Overview

1.1 Background
The Integrated Public Alert and Warning System (IPAWS) provides a powerful tool for notifying the public with important lifesaving information.

IPAWS was developed to primarily provide a national system for presidential messages, but the system is available to State, local, and tribal entities. The current rules provide access to IPAWS at the county level. Many large cities, which do not represent entire geographical counties, would benefit from access. In addition, many incidents, such as a flood or wild land fire, extend beyond a single county or jurisdiction.

1.2 Purpose
This Memorandum of Understanding (MOU) template has been developed as a tool for states and counties to develop agreements with neighboring jurisdictions for the purpose of using IPAWS to notify the public of emergency incidents and protective actions.

This template can be modified in any way to address local situations to provide the best service to the public and responders.

An MOU should be developed for each County or entity that is an approved COG with IPAWS. This will allow the IPAWS Office to correctly set up the permissions for the COG in the IPAWS Integrator.

1.3 References
- Writing Guide for a Memorandum of Understanding (MOU) by SAFECOM
- CFR 47 Part 11 — EMERGENCY ALERT SYSTEM
- CFR 47 PART 10 — COMMERCIAL MOBILE ALERT SYSTEM
2 Components of a Memorandum of Understanding

2.1 Introduction
The introduction describes the reason for the MOU and will serve as a background of the situation that leads to the development of the MOU. The introduction is intended to provide a high-level summary of the MOU. The following questions can guide the development of the introduction:

- Why is this MOU being created, to include the need being addressed and background?
- What agencies are participating in the MOU?
- Why is this MOU necessary?
- What agreements are set forth by this MOU?

2.2 Purpose
The purpose should be a concise statement of the intention of the MOU. It explains how the agencies involved will use the MOU and under what circumstances. The following questions can guide the development of the purpose:

- When will it be used?
- How will it be used?

2.3 Scope
The scope describes the specific extent of the MOU. It lists the agencies and the jurisdictions included in the agreement and describes their relationship. The following questions can guide the development of the scope:

- Contact information for all parties.
- List of FIPS Codes of the entity.
- List of authorized event codes allowed by the entity.
- When is the MOU in effect?
- What are the limits to using the system?

2.4 Definitions
The definitions describe the terms and acronyms used in this MOU and for the operation of the systems of the MOU where coordination is required.
2.5 Policy
The policy describes the operation of IPAWS to which the MOU is agreeing. This is a high-level description of the intent and operation of the systems. The following questions can guide the development of the policy:

- Who can use the system?
- What is permitted to be done on the system?
- Which event codes can be used.

2.6 Procedures
The procedures describe in detail the steps each participant takes to operate in compliance with the policy. This is detailed in step-by-step instructions.

2.7 Changes to Memorandum of Understanding
The updates section describes the process of maintaining the MOU over the period of the agreement. The following questions can guide the development of the updates section:

- How can the MOU be modified?
- How can the MOU be cancelled?
- If only one party of an MOU between three or more parties wants to cancel, what happens to the MOU?

3 Sample Memorandum of Understanding
Sample text for an MOU is provided for reference and begins on the following page.
Memorandum of Understanding for Emergency Alerting to the Public

1 Introduction

The jurisdictions of [insert counties or jurisdiction names here] recognize the need for interagency cooperation to enhance public alerting capabilities. This Memorandum of Understanding (MOU) allows the jurisdictions to improve their ability to warn the public of emergencies in a timely manner, where a multi-jurisdictional impact is likely.

2 Purpose

This MOU will allow emergency notifications to reach those affected by an incident and help to eliminate duplicate or conflicting instructions. Each jurisdiction participating in this MOU can activate IPAWS in an emergency.

3 Scope

This MOU is effective as of [Month Day, Year] and will continue until revoked by all parties following the procedures listed in section 7 Changes to MOU. The MOU may be used when there is an incident other than a weather event that has occurred in a respective jurisdiction, but which may impact an area outside of the incident jurisdiction and the incident may impact the outside jurisdiction within 30 minutes.

Parties to the MOU are:

Jurisdiction:
POC:
Address:
City, State Zip:
E-mail:
Office phone:
24 x 7 phone:
Event Codes Allowed:
FIPS Code:

4 Definitions

“FEMA” – Federal Emergency Management Agency
“IPAWS” – Integrated Public Alert and Warning System

“Memorandum of Understanding” or “MOU” – An agreement between two or more parties for the purpose of formalizing an agreed upon process or procedure.

5 Policy

All parties agree that in the event of an emergency incident that meets the following criteria, the jurisdiction where the emergency originated can initiate an alert for any participating jurisdiction to this MOU.

Incident Criteria:
- Event is not a weather emergency. (National Weather Service will lead these incidents.)
- The incident will impact people outside of the incident jurisdiction within 30 minutes of the onset.
- The incident’s impact to people outside of the jurisdiction may be endangered if action is not taken by the public (such as evacuation or shelter in place)
- Jurisdiction A may alert for limited areas of the following jurisdictions
  - Jurisdiction B (FIPS 12345)
  - Jurisdiction C (FIPS 23456)
- Jurisdiction B may alert for limited areas of the following jurisdictions
  - Jurisdiction A (FIPS 34567)
  - Jurisdiction C (FIPS 23456)
- A message is limited to the following event codes:
  - CDW – Civil Danger Warning
  - EVI – Evacuate Immediate
  - FRW – Fire Warning
  - HMW – Hazardous Materials Warning
  - SPW – Shelter in Place

Alerts to other jurisdictions will be limited to the geographic area impacted, not an entire county or FIPS code.

6 Procedures

The originating jurisdiction will use the following procedures:

1) Identify an incident that may impact neighboring jurisdictions.
2) Determine if that impact meets the policy of this MOU
3) Compose an IPAWS message that includes the impacted other jurisdictions’ geographic area.
4) Send the IPAWS message.
5) Contact impacted jurisdiction to provide detailed information on the incident.
6) Coordinate further alerts with all impacted jurisdictions.

The impacted jurisdiction will use the following procedures:

1) Monitor IPAWS feeds for all incidents or messages for the jurisdiction.
2) Coordinate with originating jurisdiction for any ongoing alerts or follow up messages.

7 Changes to Memorandum of Understanding

This MOU will be reviewed and reaccepted each year in January. The originating jurisdiction will send notification to each other party to the MOU that the MOU has been reviewed and notice of changes requested.

If changes are requested to this MOU, the requesting jurisdiction will submit the respective changes to all other parties. Each party will review and provide acceptance, modification or rejection to the originating jurisdiction. Should all parties agree to the change(s), the originating jurisdiction will prepare a new version of the MOU for signature by all parties.

If a jurisdiction elects to revoke the MOU, the respective jurisdiction will notify all other parties of the MOU in writing with a 30 day notice. Each other party will notify their intent to remain a party to the MOU. Remaining parties can continue the MOU in areas that do not pertain to the jurisdiction which has left the MOU. The jurisdiction wishing to revoke the MOU will prepare a new version without their jurisdiction’s participation for signature by the other parties. The MOUS is fully revoked when there is only one or no parties remaining.

The State needs to be notified of any changes to the MOU including changes of participants. A completed copy of the MOU will be forwarded to the State and to the Federal Emergency Management Agency (FEMA) IPAWS office.