

**Memorandum of Understanding between
Summit County Skywarn
and
The University of Akron Amateur Radio Club**

Introduction

- . Primary responsibility of the Amateur Radio Service, as established by Part 97 of the Federal Communication Commission's regulations, is the performance of public service communications for the general public, particularly in times of emergency when normal communication systems may be disrupted or inadequate.
- . Summit County Skywarn (hereafter referred to as K8SCS) is the local arm of the Skywarn® spotter program and is committed to assisting the National Weather Service in Cleveland by gathering severe weather "ground truth" observations and reports. Skywarn® is a nationwide network of volunteers trained by the National Weather Service (NWS) to report significant weather conditions.
- . The University of Akron Amateur Radio Club (hereafter referred to as W8UPD) was originally founded in 1940. W8UPD aim to further Amateur Radio through our members and the projects in which they take part.

Purpose

The purpose of this document is to strengthen the existing cooperative relationship between K8SCS and W8UPD and to establish an understanding within which K8SCS and W8UPD will provide and coordinate Amateur Radio communication networks, equipment, and volunteers to support disaster relief operations within Summit County, Ohio.

Recognitions

- . K8SCS recognizes W8UPD as an autonomous Summit County amateur radio club which owns, operates, and maintains repeater facilities as well as conducting public service, educational and other club activities.
- . W8UPD recognizes K8SCS as the local organization responsible for planning and coordinating Skywarn activities in Summit County.

. **Method of Cooperation**

- . For the communications resources of K8SCS and W8UPD to be coordinated and used to the fullest advantage during severe weather events, disasters and emergencies W8UPD and Summit County Skywarn have agreed to the following: W8UPD agrees that during Skywarn activation, which is defined as any time there is a storm warning in a leading connecting county to Summit, and Summit county is in the path of the storm and likely to go under a warning, K8SCS Skywarn net takes priority over repeater use.
- . W8UPD also agrees that its repeater system can be used for K8SCS training and public service events upon request. K8SCS agrees that requests to use the repeater system will be made to W8UPD through a scheduling system (electronic calendar) prior to the proposed date. If there are any date conflicts they are to be resolved by the calendar and or communication.
- . K8SCS agrees that it will not link the W8UPD repeater to any non-W8UPD repeater or repeater network without expressed written consent and modification of this agreement.
- . K8SCS may negotiate with W8UPD to enhance W8UPD's repeater system. Any equipment provided by K8SCS would remain the property of K8SCS and would be returned to them, unless otherwise negotiated and agreed upon in writing, should the agreement be terminated.
- . It is important that K8SCS is notified of repeater malfunctions or shutdowns, subsequently W8UPD agrees that it will continue open dialog regarding repeater issues and repairs with K8SCS during the life of this agreement.
- . In the event that K8SCS would like access to the repeater for repairs or inspection of equipment, W8UPD will offer K8SCS access in a reasonable amount of time that can be negotiated at the time of each occurrence, but within 10 days of the initial inquiry.
- . K8SCS agrees that W8UPD will continue to own its current repeater frequency pairs unless W8UPD dissolves. W8UPD understands that K8SCS has a vested interest and would like to be considered for ownership of the repeater pairs in the event any dissolution of the W8UPD club should take place.
- . In the event that K8SCS procures its own repeater, W8UPD agrees that installation space will be negotiated, if any exists and will be open to these negotiation when that need arises.

- W8UPD will also encourage its members to participate in the K8SCS program including any Skywarn training.
- W8UPD and K8SCS will make available copies of this agreement to their respective organization's members and include it with their organization's documents.
- The W8UPD repeater system is privately and reasonably maintained by W8UPD. W8UPD cannot be held liable for failure, or the future availability of the repeater system. W8UPD cannot be required to effect repairs to restore communications.
- This Memorandum of Understanding shall take effect upon signature by the W8UPD Administrator, the W8UPD trustee, the K8SCS Director and the K8SCS Coordinator. This memorandum may be amended by mutual agreement of both parties. Either party may terminate this memorandum upon 30 days written notice, and there will be no further requirements or consequences to either party.

**Amature Radio Club
W8UPD**

**Summit County Skywarn
K8SCS**

Andrew Hewko 2013 Nov 4 *William P Morrow* - 11-4-2013
 Andrew Hewko KD8JKF (Administrator) Date William P Morrow N8OQP (Director) Date

Jamie Newhal 11/18/13 *Martin G. Copfer* 11/4/13
 Jamie Newhal (Advisor) Date Martin G. Copfer KC8NOV (Coordinator) Date