

# Memorandum of Understanding

between

## Summit County Skywarn

and

## The Cuyahoga Falls Amateur Radio Club, Inc.

### 1. Introduction

- A. A primary responsibility of the Amateur Radio Service, as established by Part 97 of the Federal Communication Commission's regulations (47CFR), 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.
- B. Summit County Skywarn 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 and conditions.
- C. The Cuyahoga Falls Amateur Radio Club, Inc. (hereafter referred to as CFARC) was originally founded in 1955 to provide communications for Civil Defense in Northern Summit County. CFARC is an ARRL affiliated club and was incorporated as an Ohio Not For Profit Corporation in 1993. CFARC functions to further the exchange of information and cooperation between members, to promote radio knowledge, fraternalism, and individual operating efficiency, to promote public service and disaster communications, and to conduct Club programs and activities to advance the general interest and welfare of Amateur Radio in Summit County.

### 2. Purpose

The purpose of this document is to strengthen the existing cooperative relationship between Summit County Skywarn and CFARC and to establish an understanding within which Summit County Skywarn and CFARC will provide and coordinate Amateur Radio communication networks, equipment, and volunteers to support the activities of Summit County Skywarn.

### 3. Recognitions

- A. Summit County Skywarn recognizes CFARC 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.
- B. CFARC recognizes Summit County Skywarn as the local organization responsible for planning and coordinating overall Skywarn activities in Summit County.

### 4. Method of Cooperation

For the communications resources of Summit County Skywarn and CFARC to be coordinated and used to the fullest advantage during disasters and emergencies and to the extent permitted or required by law and regulation, CFARC and Summit County Skywarn have agreed to the following:

- A. CFARC agrees to make its repeater system available to Summit County Skywarn for use during Skywarn activation in the county as needed.
- B. CFARC also agrees that its repeater system can be used for Summit County Skywarn training events upon request. Summit County Skywarn agrees that requests to use the repeater system will be made to CFARC prior to the proposed date to avoid conflict with other scheduled use of the repeater system. CFARC approval will not be unreasonably withheld.
- C. Summit County Skywarn may negotiate with CFARC to enhance CFARC's repeater system to include linking capabilities to other receiver or repeater sites. Any equipment provided by Summit County Skywarn would remain the property of Summit County Skywarn and would be returned to them, unless otherwise negotiated and agreed upon in writing, should the agreement be terminated.
- D. CFARC will also encourage its members to participate in the Summit County Skywarn program including any Skywarn training.
- E. CFARC and Summit County Skywarn will make available copies of this agreement to each of their respective organization's members and include it with their organization's documents.

**5. Implementation**

- A. CFARC agrees that Skywarn related use of its repeater system can begin without notification when Skywarn is activated in the county.
- B. The CFARC repeater system is privately and reasonably maintained by CFARC. CFARC cannot be held liable for failure or the future availability of the repeater system. CFARC cannot be required to effect repairs to restore communications but will make a best effort response to do so.
- C. This Memorandum of Understanding shall take effect upon signature by the CFARC President, the CFARC trustee of W8VPV, and the Summit County Skywarn Coordinator. This memorandum may be amended by mutual agreement of both parties. Either party may terminate this memorandum upon 60 days written notice.

Robert McFadden Date: 21-Oct-2013  
 Robert McFadden, K8RJM, President,  
 Cuyahoga Falls Amateur Radio Club, Inc.

William P. Morrow Date: 21-Oct-2013  
 William P. Morrow, N8OQP, Director,  
 Summit County Skywarn

Daniel F. Adkinson Date: 21-Oct-2013  
 Daniel F. Adkinson, W8DFA, Trustee, W8VPV  
 Cuyahoga Falls Amateur Radio Club, Inc.

Martin G. Copfer Date: 21-Oct-2013  
 Martin G. Copfer, KC8NOV, Coordinator,  
 Summit County Skywarn