

MEMORANDUM OF UNDERSTANDING

between

the Southern Peninsula Emergency Communications System Users Group

and

the Southern Peninsula Emergency Communications System Repeater Association

Whereas:

- The Southern Peninsula Emergency Communications System Users Group (hereafter referred to as SPECSUG) is an 501(c)3 charitable organization whose purpose is to “recruit, train and maintain a crew of Amateur Radio Operators who are ready to furnish communication services in a time of need”, and
- The Southern Peninsula Emergency Communications System Repeater Association (hereafter referred to as SPECSRA) is a California non-profit corporation whose purpose is “... to provide for the perpetual control, management, modification and maintenance of the SPECSRA equipment, including, but not limited to the repeater now known as W6ASH...”, and
- the two organizations share a common history, a significant overlap in membership, and play complementary roles in supporting Amateur Radio emergency communications services throughout Santa Clara County and surrounding areas,

these two organizations wish to acknowledge the following facts:

1. SPECSUG and SPECSRA are legally separate organizations.
2. The name Southern Peninsula Emergency Communication System (hereafter referred to as SPECS) does not refer exclusively to either organization nor to any other legal entity. Rather, that which is often referred to in public as “SPECS” is understood and intended by both organizations to refer to an informal association consisting of SPECSUG, SPECSRA, and individuals who participate in activities but may or may not be formal members of either SPECSUG or SPECSRA. The concept of an informal association named SPECS dates back many years to a time before legal entities were created, and contemporary use of the name SPECS preserves a connection to a rich historical legacy that is valued by both SPECSUG and SPECSRA.
3. SPECSRA owns the W6ASH repeater system (currently installed at El Camino Hospital in Mountain View) and is the licensee of the W6ASH callsign. SPECSRA bears the legal responsibility for ensuring the proper operation of the W6ASH repeater system, and has the final word on repeater configuration and control.
4. The “SPECS net” has been conducted on the W6ASH repeater on Monday evenings each week for the last several decades.

5. The weekly SPECS net was originally managed by SPECSRA. In recent years, SPECSUG has been responsible for coordinating the net – managing the rotation of responsibility between the cities which participate in the net, maintaining and revising the net script, gathering statistics on participation in the net, and surveying the participating cities for suggestions about improving the net.
6. SPECSUG and SPECSRA have worked together to identify and train a group of repeater “control operators” who are able and willing to monitor the repeater for emergencies, provide repeater users with information and on-the-air technical assistance, and assure that the repeater's operation complies at all times with FCC rules.
7. SPECSUG has served a valuable role in collecting information on amateur radio communications from SPECSUG members and from city and county ARES/RACES groups, assisting SPECSRA in identifying ways in which the W6ASH repeater system could be improved.
8. SPECSUG and SPECSRA each have a need to raise funds to continue their respective work.
9. A major source of funds for both organizations has been through “SPECS” sponsorship of one (usually) flea market per year. Income from the flea market has been raised through seller-entry fees, sale of food and beverages, and the sale of electronic and other equipment which has been donated by SPECSUG and SPECSRA members (and others) in support of SPECS and the W6ASH repeater.
10. The “SPECS” flea market was originally established as a joint, cooperative event by SPECSUG and SPECSRA. Members of both organizations have participated actively in the flea market through the years.
11. Over the years, the majority of the funds raised by both SPECSUG and SPECSRA have been invested in the W6ASH repeater system.

The two organizations agree to the following principles of cooperation and mutual support:

1. Each organization will continue to pursue its chartered purpose, to the best of its ability.
2. SPECSRA and SPECSUG will each engage in business, communicate with members, receipt donations when applicable, and the like under their respective full legal names to minimize confusion that might arise from informal and historical uses of the SPECS name. Both organizations will endeavor to educate their members about the nature of the two legal entities and their relationship, including informing them of the existence and contents of this memorandum.
3. SPECSRA will continue to make the W6ASH repeater available without charge for the weekly SPECS net. It will also make the repeater available without charge for other nets, training sessions, and public service events which may be organized and/or sponsored by SPECSUG. The weekly SPECS net, and SPECSUG-sponsored nets and events will have the highest priority for use of the WS6ASH repeater (except for “emergency” and “priority” traffic as defined by FCC regulations and common sense).

4. SPECSUG will continue to accept the responsibility for managing and coordinating the weekly SPECS net, for education and training of SPECSUG members and other hams in good communications practices on the repeater, for identifying qualified potential control operators and recommending them to SPECSRA, and for surveying city and county ARES/RACES groups for information and feedback which can improve the effectiveness of the nets and of the repeater. SPECSRA will provide assistance in these areas when requested.
5. SPECSUG and SPECSRA will continue to operate the joint "SPECS" flea market each year. In general, the profits from the flea market (receipts from seller admission fees, food and beverage sales, and sale of most donated equipment, minus expenses) will be divided equally by the two organizations.
6. An exception to this "equal division" rule shall apply in the case of equipment which is donated to SPECSUG in its role as a charitable 501(c)3 organization, for which a tax-deduction letter is requested and written by SPECSUG. The proceeds from the sale of any such equipment shall be kept separate, and shall be the property of SPECSUG.
7. A similar exception shall be deemed to exist, for any equipment which is donated directly to SPECSRA at such time in the future as SPECSRA has qualified as a 501(c)3 organization. The proceeds from the sale of any property for which SPECSRA has written a tax-deduction receipt letter shall be the sole property of SPECSRA.
8. Either SPECSUG, or SPECSRA, may elect to participate as a non-sponsoring seller at one or more additional flea markets each year (at De Anza College or elsewhere), to pay the usual seller's fee, and to sell equipment which has been donated to that organization. The proceeds from any such sales shall be the sole property of the organization in question, and shall not be divided between the two organizations.
9. Should SPECSRA elect to hold such an individual sale at a non-sponsoring flea market, it may choose to identify itself as "W6ASH" or "W6ASH Repeater" rather than as "SPECS" in order to avoid public confusion.
10. SPECSUG and SPECSRA will jointly and separately pursue other avenues for raising funds for their chartered purposes.
11. In the event that SPECSRA decides to undertake a project to improve or alter the W6ASH repeater system, and anticipates expenses in excess of its current resources, SPECSRA may request that SPECSUG grant it funds in support of this project. Any such request for a grant will include a statement of purpose, a description of the equipment or materials or services to be purchased, an estimated budget, and an estimated timeline. SPECSUG agrees to evaluate such requests in accordance with their own charter and within a reasonable period of time.
12. After any such grant of funds, SPECSRA shall expend such granted funds only in ways consistent with the terms of the grant request. Any major change in plans which would materially invalidate the original proposal shall be discussed with the SPECSUG board, and a modified proposal agreed upon or the granted funds returned to SPECSUG. Minor variations in expenditure may be made without prior authorization by SPECSUG.

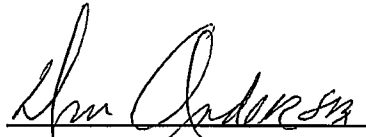
SPECSRA will provide SPECSUG with periodic progress reports (quarterly unless agreed otherwise) during work, and with a final report at the completion of the project.

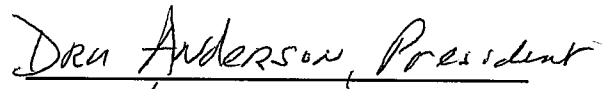
13. Unless agreed otherwise, all equipment and materials purchased by SPECSRA using funds granted by SPECSUG, or transferred from SPECSUG to SPECSRA under the terms of an approved grant proposal, shall become the property of SPECSRA.
14. SPECSUG may choose to purchase radio equipment for its own use, or may receive a directed donation of equipment for such purposes. Any such equipment shall be the sole property of SPECSUG. SPECSRA may provide technical assistance in programming or maintaining such equipment, on request from SPECSUG. Any such technical assistance by SPECSRA shall not constitute grounds for a claim of ownership of said equipment by SPECSRA.

This Memorandum of Understanding shall take effect upon its ratification by the respective boards of SPECSUG and SPECSRA. Once ratified, it shall remain in effect for a period of two years, and shall then expire unless renewed by mutual agreement between the two organizations.

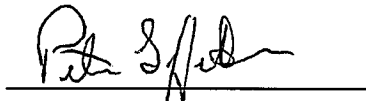
This Memorandum of Understanding may be modified, at the time of renewal or at any other time, by joint agreement of the boards of SPECSUG and SPECSRA.

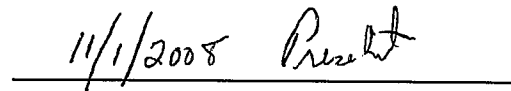
For SPECSUG:


(signature)


Dan Anderson, President
Nov. 1/2008 (name, title, date)

For SPECSRA:


(signature)


11/1/2008 Pete Sped
(name, title, date)