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DONATION OF WEATHER OBSERVING SYSTEMS TO THE ALASKA REGION

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Signed by James Partain for 1/5/04
Laura K. Furgione Date
Acting Regional Director

Donation of Weather Observing Systems to the Alaska Region

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1. Introduction. This supplement defines how the National Weather Service (NWS) Alaska Region will implement the use of a standard agreement that allows the private sector to purchase, install, and donate an approved weather observing system to the NWS Alaska Region. The standard agreement, hereafter referred to as Memorandum of Agreement (MOA), was developed by the NWS Alaska Region and approved by the Department of Commerce (DOC).

Because of the large geographical area of Alaska, there are many areas within the state with no weather observation information. The private sector has often approached the NWS Alaska Region expressing the desire to expand the coverage by providing weather observing systems to serve their local communities. The private sector often has the funds to purchase the equipment but no ability to maintain an observing system once installed. The NWS has the maintenance workforce required for proper system support. The MOA addresses these issues by providing a method for the private sector to officially donate an observing system to the NWS Alaska Region. Once a weather observing system is accepted into the NWS system, the NWS Alaska Region will have full responsibility for the operation and maintenance of the system.

The DOC approval of the MOA contains specific requirements and guidelines that must be followed to enable the NWS to accept a weather observing system. A critical part of the MOA process is to make sure everyone understands their roles and responsibilities. Remember – the intent of the MOA is to provide a method for private entities to purchase and gift a weather observing system to the NWS. *The MOA is not intended to be a mechanism for NWS employees to solicit systems.*

The NWS Alaska Region can agree to accept a weather observing system only if the system satisfies the following conditions: (1) it is produced by a vendor or supplier approved by the NWS Alaska Region; (2) it meets NWS installation standards and specifications; (3) it has passed a 30-day operational test; and (4) it is located at an NWS approved observation location.

Because of the limited technical capabilities available in some small communities, the NWS has the option of assisting a private sector party, referred to as a Cooperator, during the equipment installation. However, the Cooperator must provide *all equipment and supplies used for the installation*. The only cost the NWS can incur is travel for our staff during the installation. The NWS cannot assume any type of liability during the installation.

To officially accept a weather observing system, the NWS Alaska Region will execute a Form CD-210, "Record of Gift or Bequest." The weather observing system is not accepted by the NWS Alaska Region until this form is executed. No weather observing system or equipment may be accepted where acceptance would cause a reasonable person with knowledge of all the facts relevant to a particular case to question the integrity of agency programs or operations. Care must be exercised to make sure no one makes any promises that are outside the scope of the MOA.

Any proposed Cooperator weather observation site must be coordinated through the Alaska Region Headquarters. The Director, Alaska Region, is the final authority for authorizing the acceptance of the donation of a Cooperator weather observation site.

2. Responsibilities. The following section describes the major responsibilities of each organization within the NWS Alaska Region when a Cooperator contacts the NWS about donating a weather observing system. Because initial contact may occur through any of our staff, at any office, care must be taken to ensure no one makes any commitments outside the scope of the MOA. Each employee should read and familiarize themselves with the content of the MOA (Appendix A).

The descriptions of primary responsibilities are listed in a general step-by-step flow of normal procedures taken during project development. Appendix B is a checklist with additional details of individual responsibilities for establishing a new site under the MOA process.

2.1 NWS Alaska Region Staff. Anyone contacted by a Cooperator will obtain a complete set of contact information. At a minimum, this information should contain the person's name, telephone number and proposed site location. This information must be sent to the Environmental and Scientific Services Division chief as soon as possible.

2.2 Environmental and Scientific Services Division (ESSD). The ESSD chief has the primary responsibility for validating the hydrometeorological requirement for a proposed Cooperator observing site. To accomplish this, ESSD will coordinate the requirement for the proposed site with all affected offices. After validating the hydrometeorological need, ESSD will provide the Systems Operations Division chief with a definition of the required hydrometeorological sensors for the site and the complete Cooperator point-of-contact information.

2.3 Systems Operations Division (SOD). The SOD chief has the primary responsibility for developing and finalizing an MOA with the Cooperator for any proposed site. The SOD chief also verifies the availability of NWS funds for payment of recurring costs for system operations and maintenance of the proposed site.

2.4 Data Acquisition Branch (DATAC). The DATAC chief has the primary responsibility for validating that a proposed Cooperator observing site meets the NWS requirements for proper meteorological sensor exposure. This is normally accomplished through the use of site surveys performed by NWS staff. Upon completing the site survey, the DATAC chief will provide the Systems Integration Branch chief with the site survey findings. The DATAC chief will submit any required applications for site leases and/or licenses to the Western Administrative Support Center. The DATAC staff will perform the initial quality control processing of the observation data from all new sites during the 30-day equipment burn-in tests to ensure the system meets the NWS requirements.

2.5 Systems Integration Branch (SIB). The SIB chief has the primary responsibility for validating that the weather observing equipment proposed by the Cooperator meets the NWS technical requirements. Sensor standards are defined in NWS Instruction 10-1302, Instrument Requirements and Standards for the NWS Surface Observing Programs (Land). The SIB chief also makes sure that the Cooperator has the proper technical guidance to ensure the equipment installation meets the NWS requirements. The SIB chief determines which office will have the maintenance responsibility for the equipment. Before any site is approved or accepted, the SIB chief will do a workload analysis and make sure that acceptance of the Cooperator system will not have an adverse impact on our ability to maintain existing systems. The SIB staff will coordinate the data collection and dissemination during the site burn-in. This data is required for initial quality control processing by the DATAC staff.

Appendix A

**AGREEMENT FOR THE DONATION OF A
WEATHER OBSERVING SYSTEM
TO THE NATIONAL WEATHER SERVICE
BY A PRIVATE PARTY**

I. PURPOSE

This agreement sets forth the terms and conditions of the National Weather Service (NWS) Alaska Region's acceptance of a donation of a weather observing system and related equipment by the _____, hereinafter referred to as the "Cooperator." The NWS is authorized to carry out the activities described in this agreement by 15 U.S.C. § 313 and 49 U.S.C. § 44720. In addition, the NWS is authorized to accept a donation of the weather observing system and related equipment pursuant to 15 U.S.C. § 1522.

II. BACKGROUND

Because of the large geographical area of the State of Alaska, there are many areas within the state with no weather observation information. The NWS Alaska Region is not funded to provide equipment to cover all of the unserved areas. The private sector has been encouraged to support the NWS Alaska Region in expanding coverage by providing weather observing systems to serve their local communities. The weather observing systems and equipment owned or purchased by private sector entities may be donated to the NWS Alaska Region. Upon acceptance of the weather observing systems and related equipment, the NWS Alaska Region will operate and maintain the equipment.

III. GENERAL CONDITIONS

The NWS Alaska Region agrees to accept the donation of the weather observing system covered by this agreement because it will assist the NWS in carrying out its forecast and warning operations. In addition, the NWS Alaska Region agrees to accept the weather observing system if the system satisfies the following conditions: (1) it is produced by a vendor or supplier approved by the NWS Alaska Region; (2) it meets NWS installation standards and specifications; (3) it has passed a 30-day operational test; and (4) it is located at an NWS approved observation location. Once the weather observing system is accepted into the NWS system, the NWS Alaska Region will have full responsibility for operation and maintenance of the equipment.

To officially accept the weather observing system, the NWS will execute a Form CD-210, "Record of Gift or Bequest." The gift is not accepted by the Government until this form has been executed. This gift acceptance will conform to the requirements of 15 U.S.C. § 1522 and Department Administrative Order 203-9, which set forth and govern the authority of the Department of Commerce to accept gifts from the private sector. In particular, no weather

observing system or equipment may be accepted where acceptance would cause a reasonable person with knowledge of all the facts relevant to a particular case to question the integrity of agency programs or operations.

IV. LOCATION

The weather observing system covered by this agreement shall be located at _____, Alaska, hereinafter referred to as _____. The Cooperator agrees that the primary objective of the weather observing system is to meet the NWS needs for forecast and warning operations and that it fits within the overall comprehensive NWS observational system. The proposed observing site must meet the specifications and requirements of the NWS Alaska Region. The Cooperator also agrees to provide a detailed site survey on forms provided by the NWS Alaska Region.

V. EQUIPMENT PROCUREMENT AND INSTALLATION

The Cooperator agrees to provide the weather observing system, sensors and other related equipment as specified by the NWS Alaska Region and described in Attachment 1 to this agreement. The Cooperator agrees to be solely responsible for all aspects of the weather observation system ownership until the system is transferred to the NWS.

VI. LICENSE AND OPERATING REQUIREMENTS

The NWS will obtain a license for any radio transmitters used by the weather observing system for transmission of the observation data. The license is the property of the NWS. The Cooperator agrees to provide all information required by the NWS for the license application as specified on the attached "Site Data for Transmitter" document.

VII. UTILITIES, LEASES, AND COMMUNICATIONS SERVICES

Unless otherwise amended in Section XII, the Cooperator is responsible for all installation and service-related costs for the weather observing system as long as it retains ownership of the system. This includes site lease, power, and communications links to bring the observational data to the NWS office. Once the weather observing system is accepted into the NWS system, the NWS Alaska Region shall be responsible for all recurring electric, communications and maintenance costs associated with the systems operation. If the Cooperator owns, leases or otherwise controls access to the site where the weather observing system is located, the Cooperator hereby agrees to permit the NWS and its employees to have access to the site as required for emergency and scheduled maintenance and continued use of the observation site at no cost.

VIII. SITE LOCATION

Prior to NWS acceptance of the weather observing system, the Cooperator agrees to provide the NWS Alaska Region Headquarters in Anchorage, Alaska, with a map showing the proposed weather observing site location.

IX. MAINTENANCE

The Cooperator is responsible for all aspects of maintenance until the time ownership of the weather observing system is transferred to the NWS. The Cooperator will use qualified and licensed technicians for the maintenance performed on the system. Upon transfer of ownership, the NWS Alaska Region shall be responsible for all maintenance for the weather observing system. The NWS is responsible for ensuring that, if an RF transmitter is used to transmit the observational data, the transmitter emissions meet licensing and satellite upload specifications.

X. GOVERNMENT HELD HARMLESS

The Cooperator shall hold harmless the Government, its officers, agents, and employees, for or on account of any suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or property by virtue of activities conducted under this agreement.

XI. FINANCIAL RESPONSIBILITY

All costs associated with the installation, operation, and maintenance of the weather observing system, up until the time of transfer of ownership to the NWS, shall be borne by the Cooperator. Until the NWS officially accepts the donation of the weather observing system, the NWS has no responsibility for costs incurred under this agreement. Once the weather observing system is accepted by the NWS, the NWS shall be responsible for all costs to operate and maintain the system. The NWS's responsibilities under this agreement are subject to the availability of funds.

XII. AMENDMENTS AND TERMINATION

This agreement may be amended or modified at any time by mutual consent of the parties. It may also be terminated at any time by mutual consent, or terminated unilaterally by either party by giving at least 60 calendar days advance written notice to the other. The parties agree that if this agreement is terminated by either party or by mutual consent, the weather observing system shall remain the property of the Government. Any special conditions attached to this agreement will be set forth in Attachment 2, and must reviewed and approved by the NWS Alaska Region and legal counsel prior to execution of this agreement.

XIII. EFFECTIVE DATE

This agreement is effective as of the last date shown below when signed by both parties, and shall remain in effect until terminated by either party, or until the equipment is no longer needed, used, or functional.

Cooperator

Date

NWS Alaska Region Director

Date

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ATTACHMENT 1

**Site Data for Transmitter (as required)
(Wind, Temperature, Dew Point - GOES Communication)**

As stated in Paragraph V. "Equipment Procurement and Installation" of the agreement, the Cooperator agrees to provide the equipment listed below. The NWS Alaska Region will install this equipment in the community of _____, Alaska at the _____, Latitude ___ degrees, ___ minutes, ___ seconds (North), Longitude ___ degrees, ___ minutes, ___ seconds (West).

VENDOR:

<i>Qty</i>	<i>P/N</i>	<i>Desc</i>
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ATTACHMENT 2

(Special Conditions)

Appendix B - Cooperator Weather Observing System Project Tracking Log

Site Name: _____
 Site Location: _____

SID: _____

Done	Action	Unit	Initials	Date	Remarks
	Point-of-contact (POC) and proposed site location information sent to ESSD.	Alaska Region employees			
	Meteorological requirement for site and coordination with affected offices completed.	ESSD			
	List of required sensors sent to SOD.	ESSD			
	POC information sent to SOD.	ESSD			
	Initial project funding approved based on Cooperator information. Site survey initiated.	SOD			
	Site survey conducted.	DATAAC			
	Sensor exposure for system approved.	DATAAC			
	Communications availability at site determined.	DATAAC			
	Power availability at site determined.	DATAAC			
	Any site lease or license issues determined.	DATAAC			
	Need for remote display in local community determined. (Example: harbor master).	DATAAC			
	Preliminary site meta-data defined.	DATAAC			

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Done	Action	Unit	Initials	Date	Remarks
	Site survey information sent to SIB.	DATAAC			
	Cooperator equipment approved (<i>must meet NWS requirements</i>).	SIB			
	Analyses done to ensure adequate access for site maintenance.	SIB			
	Workload analysis completed ensuring adequate maintenance staffing to support a new site.	SIB			
	Selection of communications to be used to transmit observation completed (telco/GOES).	SIB			
	Selection of power to be used for system completed (AC/solar).	SIB			
	Validation of funding for recurring communications costs completed.	SOD			
	Validation of funding for recurring power costs completed.	SOD			
	Validation of funding for recurring site lease/license costs completed.	SOD			
	Validation of installation funding completed (if NWS staff does installation).	SOD			
	Brief Regional Director on proposed site.	SOD			
	Prepare draft MOA after Regional Director approves site.	SOD			
	Draft MOA finalized with Cooperator.	SOD			

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Done	Action	Unit	Initials	Date	Remarks
	MOA signed by Regional Director. (Installation proceeds <i>after</i> Regional Director signs MOA.)	RD			
	Installation requirements and technical guidance coordinated with Cooperator (per NWS requirements).	SIB			
	Lease or license questionnaires submitted to the Western Administrative Support Center. (Lease or license for site must be completed before installation is accepted.)	DATAAC			
	Station Identifier (SID) established in NWS system.	DATAAC			
	Communications services coordinated (operating licenses/GOES assignment/commercial services).	SIB			
	Data collection and distribution operational before start of site burn-in.	SIB			
	Initial QC of data conducted to verify site operation.	DATAAC			
	Maintenance responsibility assigned.	SIB			
	Station inspection completed (required before commissioning site).	SIB DATAAC ET staff			
	Assignment of ongoing site QC responsibility completed.	DATAAC			
	Transfer or establishment of all services completed (communications/power).	SIB			
	System activated in EMRS by organization responsible for system.	SIB ET staff			

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Done	Action	Unit	Initials	Date	Remarks
	Final data collection and dissemination completed throughout region.	SIB			
	CD-210 completed and sent to AA for Weather Services for acceptance. System transferred to NWS Alaska Region.	SOD/RD			

Appendix C - Site Survey

Station Name:

Cooperator: Point of Contact Name: Address: City, State, Zip Code: Telephone Number:

Nearest City:	Borough:
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Instrument Site:

Latitude: ____° ____' ____" N **Longitude:** ____° ____' ____" W

Ground Elevation: _____ ft.

Elevation of sensor(s) above ground:

Rain Gage (orifice): _____ ft. **Temperature:** _____ ft. **Humidity:** _____ ft.
Anemometer: _____ ft. **Pressure:** _____ ft. **Other:** _____ ft.

Exposure: (Reference CSSA Manual, FCM - S4 - 1994, NWS Instruction 10-1302 Appendix E)

Available Power utility:

Available Communications utility:

Other: (Document any other possible impacts, points of contact and attach digital pictures.)