

**MEMORANDUM OF AGREEMENT
BETWEEN THE U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL WEATHER SERVICE**



**AND
THE DEPARTMENT OF TRANSPORTATION
THE UNITED STATES COAST GUARD
FOR
NOAA WEATHER RADIO BROADCASTING SERVICES**

I. PURPOSE

THIS AGREEMENT governs the cooperation between the National Weather Service (NWS) of the National Oceanic and Atmospheric Administration (NOAA) and the Seventeenth United States Coast Guard District (USCG) for the provision of NOAA Weather Radio (NWR), herein after referred to as NWR Broadcasting Services, for areas throughout the State of Alaska (See Attachment 1 for list of sites). The NWS enters into this agreement pursuant to the authority as 15 U.S.C. 313, and 15 U.S.C. 1525, the Department of Commerce joint project authority.

II. BACKGROUND

Not all of the American public is within range of an NWR station, and the NWS is not funded to provide service to cover all of the remaining unserved areas. The private sector and federal, state, and local jurisdictions have been encouraged to support the NWS in expanding NWR coverage by providing new NWR stations (transmitters, transmission equipment, facilities, and utilities) to serve their local communities. By partnering on differing joint projects, the USCG and the NWS can increase the availability of NWR stations throughout the State of Alaska. In this instance, the USCG has agreed to work with the NWS to deliver NWR coverage by sharing ownership and maintenance responsibility for NWR signal delivery to remote Alaskan locations. The NWS is responsible for delivery of the NWR program audio to the USCG communications network for each USCG station location. The USCG is responsible for providing hardware and maintenance for the NWR broadcast equipment at the USCG station locations.

III. GENERAL CONDITIONS

The NWR Broadcasting Services covered by this agreement will assist the NWS in carrying out its Mission of providing warnings and forecasts directly to the public to protect life and property. The USCG agrees to provide the NWR Broadcasting Services and operate the NWR stations in accordance with the license obtained by the NWS for the purpose and agrees that broadcast content will originate solely from an authorized NWS source. Both the USCG and NWS obligations under this agreement are subject to the availability of appropriated funds.

IV. CERTIFICATIONS

The USCG and the NWS certify that this project is in the mutual interest of the parties, and that it cannot be done at all or as effectively without the participation of both parties and that the project is essential to the NWR program.

V. LOCATION

The NWR Broadcasting Service provided by this agreement shall be from NWR stations located at USCG sites throughout the State of Alaska, hereinafter referred to as USCG High Sites. (See, Attachment 1, USCG High Sites.) The NWS agrees to provide suitable programming for the USCG high site stations from the controlling NWS Office. The USCG agrees that the NWR Broadcasting Services' primary objective is to meet the NWS's needs for forecast and warning operations and that the service must meet the needs of the overall comprehensive national and state NWS NWR network coverage plan.

VI. EQUIPMENT, FACILITIES, SERVICE PROCUREMENT AND INSTALLATION AND MAINTENANCE

The NWS agrees to provide equipment, facilities, utilities, and installation to satisfy the NWS coverage and performance requirements needed to deliver the NWR program audio to the USCG communications network for each USCG High Site station location. The NWS agrees to be solely responsible for all aspects of equipment, facility and utility installation, operation and maintenance required to deliver the NWR program audio to the USCG communications network for each USCG high site station location. The NWS will be responsible for the data stream technology's compliance with local zoning laws and Federal Aviation Administration requirements, if any.

The USCG agrees to provide equipment, facilities, utilities, and installation to satisfy the NWS coverage and performance requirements at the USCG High Sites. The USCG agrees to be solely responsible for all aspects of equipment, facility and utility installation and operation at the USCG High Sites. The USCG will be responsible for the transmitter site's compliance with local zoning laws and Federal Aviation Administration requirements, if any. The USCG also agrees to provide timely information for detailed site surveys on forms provided by the NWS.

VII. LICENSE AND OPERATING REQUIREMENTS

The NWS will obtain a license for the NWR transmitter systems. The license(s) remains the property of the NWS. The USCG agrees to provide all information required by the NWS for the license application as specified on the attached "Site Data for NWR Transmitter" document. Licenses will be canceled upon termination of this agreement.

The USCG agrees to operate the NWR station in conformance with NWS requirements and all pertinent government regulation. NWS requires 24 hours per day, 7 days per week operation, and that broadcast content must originate solely from an authorized NWS source. The USCG agrees to use a positive means of transmitter carrier control. They do not permit the use of "audio off-air capture." Failure to comply with the operating conditions as defined in this Agreement will serve

as a basis for the possible termination of this Agreement. The NWS reserves the right to perform random checks on the transmitted signal and to inspect the transmitter, antenna, and/or supporting facilities to ensure compliance with the specifications and terms of this Agreement. The NWS agrees to coordinate with the USCG prior to any equipment or supporting facility inspection. The USCG agrees to provide access to any equipment and supporting facility covered by this Agreement within 24 hours of the NWS request.

VIII. UTILITIES, LEASES, AND COMMUNICATIONS SERVICES

The USCG agrees to provide, within the limits of available resources, for all installation and service-related costs for the new NWR station, including site lease, power, and USCG communications links to bring the NWR program audio from the NWS supplied circuits to the USCG High Site transmitter. This shall include all construction necessary to accept installed electrical service and an electric metering device from the base of the USCG High Site to the transmitter.

The NWS agrees to provide, within the limits of available resources, at the NWS NWR programming office, space and electrical power for the USCG-owned ancillary telecommunication equipment such as UHF/microwave transmitter and antenna or telephone network equipment to communicate the NWR program audio to the USCG-owned transmitter. The NWS is responsible for providing communications services to the USCG communications network for each USCG High Site station location.

IX. DEFINING SERVICE AREA

Prior to initiating Broadcasting Services under this Agreement, the NWS and the USCG agree to produce and provide a map showing the area serviced by a signal level of at least eight microvolts/meter.

X. MAINTENANCE

The USCG is responsible for all aspects of maintenance of the NWR transmitters located at the USCG High Site locations. The USCG will use qualified and licensed technicians for the maintenance performed on the NWR stations. It will assure that the maintenance program for the NWR stations meets minimum NWS standards. The USCG agrees to assign sufficient priority to the maintenance of the NWR station, within the limits of available resources, to ensure that outages are kept to a minimum, breakdowns and malfunctions are acted upon quickly, and equipment routinely performs within technical specifications. The NWS and USCG will establish notification and response procedures to be used whenever there is an interruption in NWR Broadcast Services. The USCG agrees to maintain a log of station operation and maintenance and to provide NWS access to that information as necessary.

The NWS is responsible for ensuring that the programming console and transmitter emissions meet specifications. The NWS, when made aware of any Radio Frequency Interference (RFI) problem or other operational problem that degrades that quality of the broadcast, will perform an immediate technical check out of the NWR system in coordination with the USCG. If any RFI problem

persists, the transmitter will be shut down by the USCG at the request of the NWS until the problem is solved.

The USCG will perform routine maintenance at the USCG High Sites on a regular basis, will notify the programming office 24 hours in advance of any scheduled outage and will postpone scheduled maintenance in the event of predicted severe weather.

XI. PUBLICITY

The NWS office responsible for the transmitter service area and the USCG will coordinate and jointly issue a public announcement covering the new service. If the service is terminated for any reason, the two parties will also coordinate a public statement explaining the reason(s) for the termination.

XII. GOVERNMENT HELD HARMLESS

The Federal Government agrees to promptly consider and adjudicate any and all claims which may arise out of this agreement and to pay for any damage or injury as may be required by Federal law. Such adjudication will be pursued under the Federal Torts Claim Act, 28 U.S.C. 2671 et seq., or such other legal authority as may be pertinent. The Government also agrees to consider and adjudicate any claims for damage or injury sustained by USCG or NOAA/NWS personnel in the performance of their official duties under the terms of this Agreement. Such adjudication will be made pursuant to the Federal Employees Compensation Act, 5 U.S.C. 8101 et seq., or other such Federal law as may be pertinent.

XIII. FINANCIAL RESPONSIBILITY

All costs associated with the installation, operation, and maintenance of the NWR program audio circuits between the NWS offices and the USCG communications network for each USCG High Site station shall be borne by the NWS. The NWS is also responsible for the costs of making available the audio program at the NWS programming office.

All costs associated with the installation, operation, and maintenance of the NWR transmitter system at the USCG High Site shall be borne by the USCG. The USCG is also responsible for the costs of operating the USCG communications equipment from the USCG communications network location to the USCG High Site.

XIV. AMENDMENTS

This agreement may be amended or modified at any time by mutual written consent of the parties.

XV. SPECIAL CONSIDERATIONS

None.

XVI. EFFECTIVE DATE AND TERMINATION

This agreement is effective as of the date shown below when signed by both parties, and shall remain in effect until terminated. It may be terminated at any time by mutual written consent, or terminated unilaterally without cause by either party by giving at least 60 calendar days advance written notice to the other. This agreement shall be reviewed every 5 years and revisions thereto may be proposed at that time by either party.

Failure to comply with the equipment, facilities, service procurement and installation, and maintenance conditions as defined in this Agreement will serve as a basis for the possible termination of this Agreement.

United States Coast Guard

National Weather Service

By: Thomas J. Barrett

By: Richard C. Przywarty

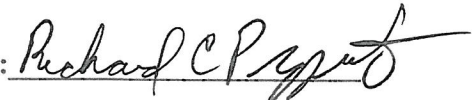
**Title: Rear Admiral, Commander,
Seventeenth Coast Guard District**

Title: Regional Director

Signature:



Signature:



Date:

November 28th 2001

Date:

Nov 28-2001



ATTACHMENT 1

NWS/USCG High-Sites

Althorp Peak
Beartrack Mountain
Bede Mountain
Cape Fanshaw
Cape Gull
Cape Hinchinbrook
Chenega Bay
Cordova AVSUFAC
Cordova OAR House
Dry Bay
Duke Island
Gravina Island
Juneau Federal Building
Naked Island
Marmot Island

Mount McArthur
Mount Robert Barron
Mud Bay
Pillar Mountain
Point Pigot
Potato Point
Raspberry Island
Rugged Island
Site Summit
Sitkinak Dome
Sukkwon Island
Tuklung Mountain
Valdez Spit
Zarembo Island

