

JOINT PROJECT AGREEMENT

BETWEEN THE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

NATIONAL WEATHER SERVICE

U.S. DEPARTMENT OF COMMERCE

AND

FORT BEND COUNTY, TEXAS

Agreement No.: NWR-SR-TX-010

11-7-12 copy received

11/6/2012

## **I. PARTIES**

This document constitutes an agreement between the National Oceanic and Atmospheric Administration (NOAA), NOAA's National Weather Service, U.S. Department of Commerce and a combined effort with Fort Bend County, a political subdivision of the State of Texas, hereafter referred to as "The County."

## **II. AUTHORITIES**

National Weather Service (NWS) has the legal authority with the assistance of The County to participate in the joint establishment of a NOAA Weather Radio All Hazards (NWR) network transmission site for broadcast services which include the dissemination of critical storm warnings, meteorological information and alerts to the public under:

- (1) 15 U.S.C. Section 313, the NWS organic authority, which sets forth the duties of the Secretary of Commerce related to the forecasting of weather, the issuance of storm warnings, and the distribution of meteorological information.
- (2) 15 U.S.C. Section 1525, the Department's Joint Project Authority, which provides the Department may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interest, the cost of which is equitably apportioned.

## **III. PURPOSE**

Pursuant to this joint agreement, the parties will establish, equip, operate and maintain a NWR tower/transmitter site in Fort Bend, Texas, for five years. The parties agree the NWR Station's primary objective is to meet the need for forecast and warning operations and the needs of the overall comprehensive national, state, NWS and NWR network coverage plan.

This project is necessary and essential to further the mission of the Department in meeting its objectives and desired outcomes to which the Department will provide meteorological information, storm warnings and alerts to a segment of the at-risk U.S. population that are either not currently nor adequately covered by the NWR network.

Federal, state and local agencies and jurisdictions have been encouraged to support the NWS goal through expansion of the NWR broadcast infrastructure. This expansion consists of establishing, provisioning, operating and maintaining new NWR stations by purchasing or leasing land, facilities and towers, purchasing transmitters, transmission equipment, and utilities sufficient to serve and benefit their local communities.

Based on funding allocations, the NWS has determined this project cannot be done at all or done as effectively without the participation of The County.

#### **IV. MUTUAL INTEREST OF THE PARTIES**

This NWR tower/transmitter site establishment, operation, and maintenance is of mutual interest to the parties because the NWS is able to cover an at-risk portion of the U.S. population providing critical warnings, meteorological information and alerts. The NWR Broadcasting Services covered by this Agreement will also assist the NWS in carrying out its mission of providing warnings and forecasts directly to the public to protect life and property. The County benefits by receiving community/area specific critical warnings, meteorological information and alerts that can be used to plan and prepare for potential emergencies, escalation of health care and disaster services. The result is the local community and surrounding areas benefit from improved broadcast quality, specific area weather and hazard information, advance times to prepare for severe weather or evacuate and improved emergency services during severe weather or hazard events.

#### **V. RESPONSIBILITIES OF THE PARTIES**

**A. The NWS** agrees to perform the following activities and provide the following resources in support of the NWR tower/transmitter site establishment, operation and maintenance:

1. The NWS will obtain a license for the transmitter system and, if necessary, a license for a radio link between the NWS programming office and the transmitter. The license(s) shall remain the property of the NWS.
2. The NWS agrees to provide and install an NWR transmitter, to include a Remote Off Air Monitoring System (ROAMS) to automatically monitor performance and notification to the NWS of system failures.
3. The NWS agrees to fund the NWR transmitter telecommunications, including installation.
4. The NWS agrees to provide and install the transmitter antenna.
5. The NWS will provide programming for the NWR station, from the NWS Forecast Office in Houston, Texas.
6. The NWS will provide routine and emergency maintenance for the NWR broadcast equipment (e.g.: transmitter, antennas and telecommunication).
7. The NWS, when made aware of any Radio Frequency Interference (RFI) problem or other operational problem that degrades the quality of the broadcast, will perform an immediate technical checkout of the NWR system.
8. 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 the terms of this Agreement or for any required radio frequency license.

9. The NWS agrees to notify and coordinate with The County prior to NWR site visits.

**B. The County** agrees to perform the following activities and provide the following resources in support of the NWR tower/transmitter site establishment, operation and maintenance:

1. The County agrees to provide and install, if necessary, and maintain the NWR Station's housing and utilities, which include: Heating, Ventilation and Air-Conditioning (HVAC), electrical and backup power.
2. The County agrees to provide and install, if necessary, and maintain the broadcast tower.
3. The County will ensure the site's tower is in compliance with all local zoning laws and Federal Aviation Administration (FAA) requirements, as appropriate.
4. The County agrees to provide and ensure timely access, to the NWS and/or its representatives, to any equipment and supporting facilities covered by this Agreement within 24 hours of NWS request/notification receipt.

**C.** The NWS and The County will be jointly responsible for the following items:

1. Both parties agree the NWR station shall operate in conformance with NWS requirements and all pertinent government regulations. The NWS requires 24 hours per day, 7 days per week operation, and the broadcast content must originate solely from an authorized NWS source.
2. Both parties agree to shut down the site if any RFI problems exist until the problems are resolved.
3. Both parties will coordinate and jointly issue a Public Information Statement (PNS) to announce the service coverage area. Additionally, both parties will be acknowledged in the station identification message, in accordance with NWS Instruction 10-1710, Appendix C – Guideline for Basic Core and Special Customer Messages.
4. If the service is terminated, for any reason, both parties will coordinate and jointly issue a public announcement explaining the reason(s) for the termination.

## **VI. EQUITABLE APPORTIONMENT OF COSTS**

The costs of this project are apportioned based upon the table in Attachment A. Over the five year term of the Agreement, the NWS' estimated cost is \$34,833.00. The County's estimated cost is \$44,000.00. All obligations under this Agreement are subject to the availability of funds.

## **VII. CONTACTS**

Bill Proenza  
Director, Southern Region  
National Weather Service  
819 Taylor Street  
Fort Worth, TX 76102  
Phone: (817) 978- 1000  
Bill.Proenza@noaa.gov

Gene Hafele  
Meteorologist In Charge  
National Weather Service  
1353 FM 646 W, Suite 202  
Dickinson, TX 77539  
Phone: (281) 534-2157  
Gene.Hafelet@noaa.gov

Jeff D. Braun  
Coordinator, Fort Bend County  
Office of Emergency  
Management  
301 Jackson Street  
Richmond, TX 77469  
Phone: (281) 342-3411  
Jeff.Braun@co.fort-bend.tx.us

Alan Spears  
Deputy Coordinator, Fort Bend  
County Office of Emergency  
Management  
301 Jackson Street  
Richmond, TX 77469  
Phone: (281) 342-3411  
Alan.Spears@co.fort-bend.tx.us

Both parties agree to notify the other party, in writing, if there is a change regarding the information in this section.

#### **VIII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION**

This Agreement is effective as of the latest signature of approval date shown below, when signed by both parties and shall remain in effect until terminated by either party or five (5) years, from that date. This Agreement may be amended at any time by mutual written consent of all parties identified herein. The parties will review this Agreement at least once every three (3) years to determine whether it should be revised, renewed, or canceled.

This Agreement may be terminated at any time by mutual written consent of both parties, or terminated unilaterally without cause by any party by giving at least sixty (60) calendar days advance written notice to the other party. In the event this Agreement is terminated, each party shall be solely responsible for the payment of any expenses it incurred. All site licenses will be canceled upon termination of this agreement.

#### **IX. OTHER PROVISIONS**

Should disagreement arise on the interpretation of the provisions of this agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within thirty (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector general Act of 1978, as amended, 5 U.S.C. App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the parties to this agreement, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

#### **X. LIABILITY AND CLAIMS**

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 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.

#### **XI. FINANCIAL RESPONSIBILITY**

All costs associated with the NWR station as described in Section V "The County" shall be borne by The County. The NWS responsibilities for costs are outlined in Section V, unless otherwise stipulated in this Agreement. The NWS's obligations under this Agreement are subject to the availability of funds.

\_\_\_\_\_  
Bill Proenza  
Director, Southern Region  
National Weather Service

\_\_\_\_\_  
Date

\_\_\_\_\_  
*Jeff D. Braun*  
Jeff D. Braun  
Coordinator, Fort Bend County  
Office of Emergency Management

\_\_\_\_\_  
*11-6-12*  
Date  
\_\_\_\_\_  
*Robert Hebert*  
Robert Hebert  
Fort Bend County  
County Judge

\_\_\_\_\_  
*11-6-2012*  
Date

**ATTACHMENT A**

**BUDGET ESTIMATE FOR  
ESTABLISHING A  
NOAA WEATHER RADIO ALL HAZARDS  
TRANSMITTER SITE**

<b>Expenses</b>	<b>NWS</b>	<b>(The County)</b>
- Site (Facility, Tower, Construction, FAA Validation)	\$0	\$36,000.00
- Transmitter & Antenna Purchase	\$13,333.00	\$0
- Transmitter & Antenna Installation	\$5,000.00	\$0
- Telecommunications	\$8,000.00	\$0
- Operations & Maintenance	\$8,500.00	\$0
- Utilities	\$0	\$8,000.00
<b>5 Year Estimated Project Cost Totals</b>	<b>\$34,833.00</b>	<b>\$44,000.00</b>
<b>Project Percentage Cost</b>	<b>44%</b>	<b>56%</b>