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GOES DCS System Use Agreement

In order to use the GOES Data Collection System (GOES DCS) you must complete the System Use Agreement and sign it. After reviewing the completed agreement, the Approving Authority will sign and approve the agreement, as appropriate. The agreement will go into effect at the time of approval. The policies governing the use of the GOES DCS are printed on pages 8 to 13.

Name of the program: **Chehalis River Basin Flood Warning System**

Program Administrator (User) Title: (Dr., Mr., Ms., etc...) **Ms.**

Last Name: **Napier** First Name: **Lee**

Title: **Director**

Organization: **Lewis County (Fiscal Agent to the Flood Authority)**

Department: **Community Development**

Mailing Address: **2025 NE Kresky Ave**

City: **Chehalis** State/Province: **WA**

Zip Code: **98532** Country: **USA**

Telephone: **360/740-2606** Fax:

Email: **lee.napier@lewiscountywa.gov**

The User Certifies that he/she has read and understands the policies governing the use of the GOES DCS and hereby undertakes to follow them. The User also certifies that there are no commercial space-based services that meet the User's requirements.

User's Signature: _____ Date: _____

For Approving Authority Use Only

This agreement is approved and shall remain in force for up to _____ years.

This agreement is not approved.

Comments:

Approving Authority: _____ Date: _____

Title: _____

Signature: _____

Name of the Program: **Chehalis River Basin Flood Warning System**

Detailed Description of Program Objectives (Purpose of Data Collection):

The Chehalis River Basin Flood Authority (Flood Authority) is comprised of 13 member agencies including Grays Harbor County, Lewis County, Thurston County, City of Aberdeen, Town of Bucoda, City of Centralia, City of Chehalis, City of Montesano, City of Oakville, Town of Pe Ell, City of Napavine, and City of Hoquiam, and managed by Lewis County as fiscal agent to the Flood Authority.

The Flood Authority has determined that improvements to the current flood forecasting program for the Chehalis River Basin are needed in order to provide improved flood warning capabilities. Currently, the weather climate forecasting for the basin is performed by the Seattle Office of the National Weather Service (NWS) supported by NWS Northwest River Forecast in the Portland Office Center.

Recent studies commissioned by the Flood Authority provide recommendations for improvements to local precipitation and stream monitoring. The purpose of these improvements is to provide representatives of Flood Authority jurisdictions with the information needed to monitor developing flooding conditions on local streams and local flood prone areas. Based on these findings, the Flood Authority engaged a consulting team consistina of WEST Consultants (Prime). and HDR. Inc. to assist with the desian and

This Agreement is an:

Initial Agreement Renewal Agreement

The Organization which will operate this program is a (check all that apply):

Government User **Non-profit user** **Non-Government User**

If not a government agency, please include sponsoring agency name and phone number:

Agency: _____

Name of Contact Person: _____

Phone Number: _____

Email Address: _____

Government User means agencies of international governmental organizations, national government, or any other subdivision thereof, or any of those agencies' contractors or grantees, so long as the contractor is using the data collected by the GOES DCS to fulfill it's contractual obligations to the government agency, or in the case of a grantee, that these data are being used in accordance with the Statement of Work for the award.

Non-profit user means a not-for-profit academic, research, or other non-governmental organization, which is using these data for education and/or scientific, noncommercial purposes.

Agency Contact Information

(a) Program implementer (e.g., principal investigator, technical representative, etc.):

Last Name: Curtis First Name: Dave

Title: Vice-President

Organization: WEST Consultants Inc.

Department: _____

Mailing Address: 101 Parkshore Drive. STE 280

City: Folsom State/Province: CA

Zip Code: 95630 Country: USA

Telephone: 916-932-7402 Fax: 916-932-7408

Email: dcurtis@westconsultants.com

(b) Agency contact responsible for installation and/or maintenance of Data Collection Platform/equipment:

Last Name: Budnick First Name: Jeff

Title: Hydrologist

Organization: WEST Consultants Inc.

Department: _____

Mailing Address: 811 NE 154th St.

City: Vancouver State/Province: WA

Zip Code: 98685 Country: USA

Telephone: 360-571-2290 Fax: 360-571-2291

Email: jbudnick@rivermeasurement.com

(c) Agency contact responsible for operating Data Collection Platform/equipment:

Last Name: **Budnick** First Name: **Jeff**
Title: **Hydrologist**
Organization: **WEST Consultants Inc.**
Department:
Mailing Address: **811 NE 154th St.**

City: **Vancouver** State/Province: **WA**
Zip Code: **98685** Country: **USA**
Telephone: **360-571-2290** Fax: **360-571-2291**
Email: **jbudnick@rivermeasurement.com**

(d) Destination (final user) of data collected:

Last Name: **Napier** First Name: **Lee**
Title: **Director**
Organization: **Lewis County (Fiscal Agent to the Flood Authority)**
Department: **Community Development**
Mailing Address: **2025 NE Kresky Ave**

City: **Chehalis** State/Province: **WA**
Zip Code: **98532** Country: **USA**
Telephone: **360/740-2606** Fax: **360/740-1245**
Email: **lee.napier@lewiscountywa.gov**

Technical Specifications

(1) Program Information:

a. Check one that applies:

Operational

Experimental

Manufacturer

b. Environmental parameters measured:

Stage, precipitation, and air temperature

c. Anticipated time frame for data collection:

Start Date: 3/15/2011

End Date: Ongoing

3. Platform information:

a.

Platform types to be used

Check all that apply:

Interrogated (I):

Self-timed and Random (S/R):

Self-timed (S):

Self-timed and Interrogate (S/I):

Random (R):

Random and Interrogate (R/I):

b. Number of Platforms: (Complete as appropriate)

I: _____ S/R: 12

S: _____ R/I: _____

R: _____ S/I: _____

c. Total number of Platforms with Emergency Alarm/Random Capability:

12

d. Anticipated deployment for each platform type:

(e.g., 10 Self-timed in March, 2011, 2 Self-timed/Random in July, 2012 etc...)

5 Self-timed/Random in April, 2011

5 Self-timed/Random in May, 2011

2 Self-timed/Random in August 2017

e. General Location of Platform by generic type:

(If needed attach separate sheet with additional information about each platform in the following format.)

#Fixed Platforms	Geographic Region		
<u>12</u>	<u>Chehalis River Basin, WA</u>	<input type="checkbox"/> GOES-East	<input checked="" type="checkbox"/> GOES-West
<u> </u>	<u> </u>	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
<u> </u>	<u> </u>	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
<u> </u>	<u> </u>	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West
<u> </u>	<u> </u>	<input type="checkbox"/> GOES-East	<input type="checkbox"/> GOES-West

(Note: Specific Latitudes and Longitudes are not required here, but should be entered into the DCS Administration and Data Distribution System (DADDs) record for each platform once it is assigned. Specific instructions will be provided.)

#Mobile Platforms (Latitude/longitude of boundaries):

<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

f. Platform Data Format (Check all that apply):

ASCII Pseudo ASCII

Bits per sensor message 80

Bytes per message (8 bits/byte) 150

- g. Desired platform reporting times:
Rank in order of priority (1 = highest priority)**

1 hour

3 hour

4 hour

6 hour

12 hour

Other (please explain):

Data will be used as part of Chehalis River Flood Warning System to protect lives and property.

- h. Desired platform baud rate:**

300 baud

1200 baud (Only with prior approval from Manager)

4. **Anticipated data delivery method:**
Check one:

DOMSAT:

Internet Connection (DADDS):

Internet Connection (LRGS):

Direct Readout Ground System (DRGS):

Dedicated Circuit:

Commercial Service (specify which one):

Conrail by OneRain. Conrail collects data from HADS.

Other (please explain):

I Background

The GOES Data Collection System (GOES DCS) is operated by the United States' National Oceanic and Atmospheric Administration (NOAA). The GOES DCS is managed by NOAA's Office of Satellite and Product Operations (OSPO). The system consists of: instruments provided by NOAA, which are flown aboard NOAA geostationary satellites; user supplied data collection platforms (DCPs); and NOAA's DCS Administration and Data Distribution System (DADDS) data and user management system . Users may also receive data directly from the GOES satellite through Direct Readout Ground Systems (DRGS) or from NOAA's rebroadcast of those data through communication satellites or systems. NOAA is authorized to enter this agreement under the authority granted to it in 15 USC 313 and 49 USC 44720.

II GOES System Use Policy

1. Scope

- a) This policy applies to any person who operates or proposes to operate data collection platforms to be used with the GOES DCS either directly or through an affiliate or subsidiary.*
- b) These policies apply to all existing GOES DCS users as well as all future agreements for use of the GOES DCS.*

2. Definitions

For purposes of this agreement and policy:

(a) Approving authority means NOAA, which is represented by the Director, OSPO for the GOES DCS.

(b) Assistant Administrator means the Assistant Administrator for Satellite and Information Services, NOAA, or his/her designee.

(c) Environmental data means environmental measurement data for the purpose of using the GOES DCS.

(d) Environmental measurement data means data that relate to the characteristics of the Earth and its natural phenomena by helping to better understand, evaluate, or monitor its natural resources.

(e) Government interest means that the use is determined in advance to be of interest to one or more governmental entities of the United States, or a state or local government.

(f) Government user means agencies of international governmental organizations, national government or any subdivision thereof, or any of those agencies' contractors or grantees, so long as the contractor is using the data collected by the GOES DCS to fulfill its contractual obligations to the government agency or in the case of a grantee that these data are being used in accordance with the statement of work for the award.

(g) Non-profit user means a not-for-profit academic, research, or other non-governmental organization, which is using these data, for education and/or scientific, non-commercial purposes.

(h) Operational use means the use of data in a situation where the utility of the data are significantly reduced if not collected or delivered in a specific time window. This includes situations where extensive preparation work is in place and a delay in acquisition of data would jeopardize the project.

(i) Platform compatibility means the compatibility of the platform with the space segment of the system, and includes elements such as message length and composition, signal strength, and transmission protocol (e.g., continuous versus event drive).

(j) Sensitive use means the use of the NOAA DCS where the users' requirements dictate the use of a governmental system such as National security, homeland security, law enforcement and humanitarian operations.

(k) Episodic use means the use of the GOES DCS for short events where there is a significant possibility of loss of life, such as for Arctic expeditions or scientific campaigns into remote areas.

(l) Testing use means the use of the GOES DCS by manufacturers of platforms for use in conjunction with the GOES DCS, for the limited purpose of testing and certifying the compatibility of new platforms with the technical requirements of the GOES DCS.

(m) User means the entity and/or organization which owns or operates user platforms for the purpose of collecting and transmitting data through the GOES DCS.

(n) User platform means devices, designed in accordance with the specifications delineated and approved by the Approving Authority, used for the in-situ collection and subsequent transmission of data via the GOES DCS. Those devices which are used in conjunction with the GOES DCS are referred to as data collection platforms (DCP).

(o) User requirement means the requirement expressed and explained in the System Use Agreement.

3. Use of GOES Data Collection System

a) Use of the GOES DCS will only be authorized in accordance with the conditions and requirements set forth in paragraphs (b), (c), and (d) of this section.

b) (1) Use of the GOES DCS will only be authorized where it is determined that there are no commercial space-based services available that meet the user's requirements.

(2) A determination under (b)(1), above, must be based on such factors as satellite coverage, accuracy, data throughput, platform power consumption, size and weight, service continuity and reliability, platform compatibility, system access mode, and, in the case of government agencies, cost-effectiveness.

c) (1) Except as provided in paragraphs (2), (3) and (4) of this section, GOES DCS shall only be used for the collection of environmental data by governmental and/or non-profit users.

(2) Non-governmental, environmental use of the GOES DCS is only authorized where there is a Government interest in the collection and/or receipt of the data.

(3) Except as provided in paragraph (c)(4) of this section, non-environmental use of the NOAA DCS is only authorized for government use and non-profit users where there is a government interest. The NOAA DCS will continue to be predominantly used for environmental applications. Non-environmental use of the system shall be limited to sensitive use, and to episodic use as defined below in (c)(4) of this section.

(4) Episodic use of the NOAA DCS may also be authorized in specific instances where there is a significant possibility for loss of life. Such use shall be closely monitored.

(5) Testing use of the GOES DCS will only be authorized for manufacturers of GOES DCS platforms, that require access to the system in order to test and certify prototype and production models.

d) In the event that GOES DCS capacity limitations require that priority determinations be made, applicants will be admitted to use the GOES system in accordance with the following priority:

(1) NOAA programs or users whose data are required for implementation of NOAA programs, as determined by the Assistant Administrator, will be accorded first priority.

(2) Users whose data are desired to support NOAA programs will be accorded second priority

(3) Users whose data and/or use of the GOES DCS will further a program of an agency or department of the U.S. Government, other than NOAA, will be accorded third priority.

(4) Users whose data are required by a state or local Government of the United States will be accorded fourth priority.

(5) Testing users of the system will be accorded fifth priority.

(6) No other usage will be authorized for the GOES DCS.

4. GOES Data Collection System Use Agreements

a) In order to use the GOES DCS, each user must have an agreement with the approving authority.

b) These agreements will address, but may not be limited to, the following matters:

(1) The period of time the agreement is valid and procedures for its termination,

(2) The authorized use(s), and its priorities for use,

(3) The extent of the availability of commercial space-based services which meet the user's requirements and the reasons for necessitating the use of the GOES DCS,

(4) Any applicable government interest in the data,

(5) Required equipment standards,

(6) Standards of operation,

(7) Conformance with applicable ITU and national agency radio frequency agreements and regulations,

(8) Reporting time and frequencies,

(9) Data formats,

(10) Data delivery systems and schedules, and

(11) User-borne costs.

c) The Approving Authority shall evaluate user requests and conclude agreements for use of the GOES DCS.

d) The period of agreements for use of the GOES DCS shall be as follows:

(1) Agreements for the collection of environmental data, by the GOES DCS, shall be valid for 5 years from the date of initial in-situ deployment of the platforms, and may be renewed for additional 5-year periods.

(2) Agreements for the collection of non-environmental data, via the GOES DCS, by government agencies, or non-profit institutions where there is a government interest, shall be valid 1 year from the date of initial in-situ deployment of the platforms, and may be renewed renewed for additional 1-year periods.

(3) Agreements for the episodic collection of non-environmental data, via the GOES DCS under Section 911.4(c)(4), shall be of short, finite duration not to exceed 1 year without exception, and usually shall not exceed 6 months. These agreements shall be closely monitored and shall not be renewed.

(4) Agreements for the testing use of the GOES DCS by equipment manufacturers shall be valid for 1 year from the date of initial testing, and may be renewed for additional 1-year periods.

5. Treatment of Data

All GOES DCS users must agree to permit GOES Participating Agencies, and their governments' agencies the full, open and timely use of all environmental data collected from their platforms; this may include the international distribution of environmental data under the auspices of the World Meteorological Organization. Any proprietary data will be protected in accordance with applicable laws.

6. Technical requirements

a) All platform operators of the GOES DCS must use a data collection platform radio set whose technical and design characteristics are certified to conform to applicable specifications and regulations.

b) All platform operators are responsible for all costs associated with the procurement and operation of the platforms, and for the acquisition of data from those platforms, either directly from the satellite or from the applicable data processing system.

III Understandings

- a) The Approving Authority reserves the right to terminate or suspend the user's participation in this program in the event of spacecraft or ground equipment limitations requiring curtailment or elimination of services.*
- b) DCPs which the user plans to implement as part of the GOES DCS are subject to type-certification by the operator before deployment. However, such certification does not imply any judgment or endorsement as to the DCP's performance.*

IV Specific Responsibilities of the User

The User shall:

- a) Notify the Operator, within a reasonable time, of any changes to the program.*
- b) Obtain and utilize DCPs manufactured and type-certified in accordance with the specifications and rules stipulated in the «GOES Data Collection Platform Transmitter Certification Standards document available from the Operator upon request.*
- c) Obtain authorization from the appropriate national authorities to transmit on the frequency specified in the user assignments.*
- d) Comply with all applicable laws and regulations, and the terms and conditions for operation of the system which have been agreed to by the Approving Authority (and which shall be available upon request).*
- e) Maintain current information in the DAPS data bases describing parameters of all platforms, including proper location and emergency contact information.*
- f) Make all reasonable efforts to deactivate platforms which are either performing outside the system specifications; malfunctioning in a manner that interferes with the other platforms or with general system operations, or are in a program which has been terminated.*

V Specific Responsibilities of Operator

The Operator shall:

- a) Oversee the collection, processing , and transmission of GOES data.*
- b) Notify the User of changes to the established operational plan. Notification will normally be prior to initiation of such changes, except when sudden abnormal spacecraft or operational conditions preclude such prior notification. In any event, notification will be made as soon as possible.*
- c) Notify the user , by the most efficient means available, whenever GOES System monitoring indicates that a platform is performing outside system specifications or is malfunctioning in a manner that interferes with the other platforms or with general system operation; and require the user to make every reasonable effort to deactivate or correct such a platform.*

VI Disclaimers

- a) The Operator will make every effort to maintain the GOES DCS in full operation at all times subject to the availability of appropriations. The Operator will bear no responsibility for any losses as a result of the non-availability of the DCS.*
- b) The Operator can not guarantee the timeliness of data dissemination, the accuracy of the data provided or their suitability for any application whatsoever, and cannot be held responsible for any damage, including loss of life, resulting from defective operation of the GOES DCS.*

c) In the event of damage being suffered by the goods or personnel of the User or third parties, and insofar as such damage arises out of the use of the equipment, the Operator shall not be liable.

d) The User agrees not to make any claim or bring any action against the Operators, or any of their employees or agents and the user agrees to indemnify and hold each such entity and individual harmless against any such claim or action brought by any third party and any award of damages, loss, or other expense incurred in connection therewith (including attorneys' fees) where such claim or action is based, directly or indirectly in whole or in part on the use of the GOES System. Indemnification shall not be applicable in those instances where the user is not allowed by applicable law to indemnify.

VII Period of Use/Termination

a) Either party to the System Use Agreement may request amendments by letter to the signatories of this System Use Agreement and such amendments will take effect upon the consent of all parties.

b) Within 30 days of the expiration of the approved period of use, users may request to renew the system use agreement. These agreements will be renewed in accordance with all applicable laws and regulations. Renewal is not automatic, however, and there may be instances when the agreements will not be renewed.

VIII Dispute Settlement

In the case of any disputes arising out of the terms of this agreement, the matter will be referred to the Approving Authority .

Policies and Procedures Regarding Use of the NOAA Space-Based Data Collection Systems (15 CFR 911) explains the system use policy for using the GOES DCS to ensure that the Government will not allow its space-based data collection systems to be used where there are commercial space-based services available that fulfill users' requirements. The regulation contains the minimum information requirements necessary to determine if a user meets these criteria and is thereby granted use of the GOES DCS. In accordance with the regulation, responses to the collection of information are mandatory to conclude agreements for use of the GOES DCS.

A standard part of the system use agreement with accepted applicants is that the user must provide free and open access to the data by U.S. Government agencies. No confidentiality is promised or provided.

Public reporting burden for this collection of information is estimated to average 2 hours and six minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Direct Services Division (E/SP3), Room 3320, FB-4, NOAA, 5200 Auth Road, Suitland, MD, 20746-4304.

Notwithstanding any other provision of the law, no person is required to respond to, nor shall any person be subject to a penalty for failure to comply with a collection of information, subject to the requirements of the Paperwork Reduction Act, unless that collection of information displays a currently valid OMB control number.

Return to:

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NOAA, Satellite Products and Services Division
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Suitland, MD 20746**

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