

NWS-Spotter Network, Inc. Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

ESTABLISHING A JOINT UNDERSTANDING

BETWEEN THE

NATIONAL WEATHER SERVICE SKYWARN WEATHER SPOTTER PROGRAM

AND

SPOTTER NETWORK, INC.

I. PREFACE

The purpose of this *Memorandum of Understanding* (MOU) is to:

- Acknowledge the similarities of missions that exist between the **National Weather Service (NWS) SKYWARN® Weather Spotter Program (PARTY 1)** and **Spotter Network™, Inc. (PARTY 2)**.
- Recognize that it would be beneficial to each party to work towards a sharing of resources and technologies for enhancing the safety and warning capabilities of both parties in times of severe and hazardous weather.

II. BACKGROUND HISTORY

PARTY 1 – NWS SKYWARN WEATHER SPOTTER PROGRAM

The **NWS SKYWARN® Weather Spotter Program** was formally established in the late 1960s. It now comprises over 300,000 spotters who provide reports of severe weather and flooding to help meteorologists and hydrologists make life-saving warning decisions. Spotters are concerned citizens, amateur radio operators, emergency managers, public safety officials, truck drivers, mariners, pilots, etc., who volunteer their time and energy to report on hazardous weather and flooding impacting their community. Although the NWS has access to data from radar, satellite and other observing systems, the technology alone cannot detect every instance of hazardous weather and flooding. SKYWARN spotter reports provide vital "ground truth" that help the NWS meteorologists issue timely, accurate and detailed warnings by confirming hazardous weather and flooding detected by NWS technologies. Spotter reports enhance the situational awareness of the entire Integrated Warning Team. Spotters also provide critical verification information that supports the Nation's Disaster Declarations process and improves warning services. An effective SKYWARN Weather Spotter program provides a valuable service for NWS to fulfill its mission of protecting life and property and enhancing the national economy.

While SKYWARN is recognized as a national organization, it receives minimal federal funding and operates at its best potential under the circumstances. To compensate for this shortfall, SKYWARN de-centralizes and effectively operates under the direction of the Warning

Coordination Meteorologists (WCMs) at each of the 122 NWS Weather Forecast Offices (WFO)

the US Forecast Area to independently as a non-weather related matter concerning this presents a number of challenges to streamlining and standardizing the reporting and training of weather spotters across the country.

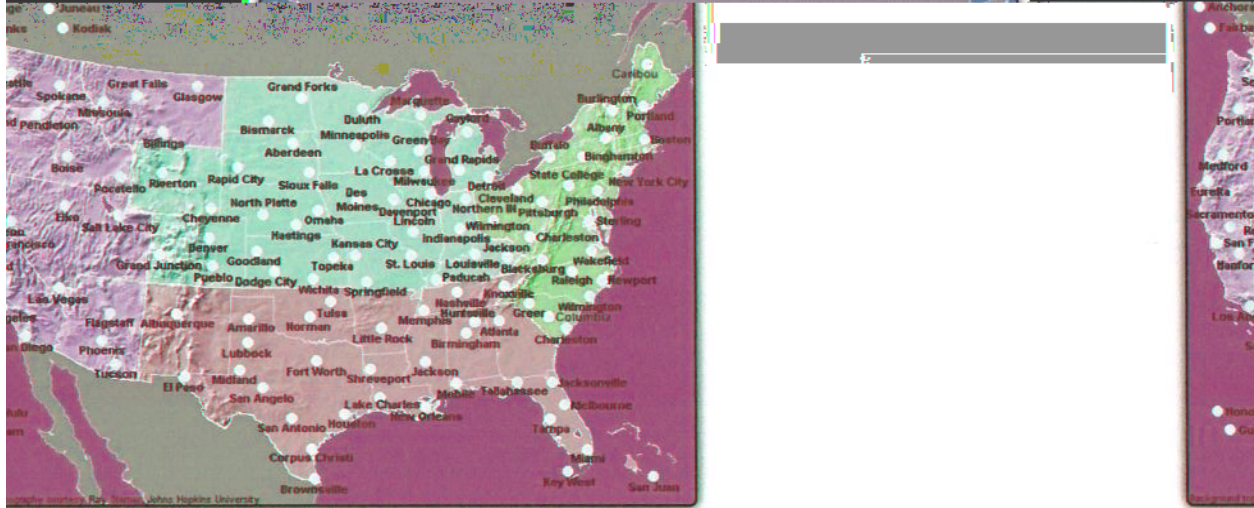


Figure 1: The National Weather Service operates 122 Weather Forecast Offices in six regions. Each Weather Office has a geographic area of responsibility, also known as County Warning Forecast Area, for issuing local public, wildfire, marine, hydrologic and aviation forecasts and warnings.

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SPOTTER NETWORK

The SPOTTER NETWORK started as a hobby of a technologically innovative storm spotter. Using technology including real-time global position satellite (GPS) position data and locally available software, an individual storm spotter's position and in the field observations could be easily integrated into virtual globe, mapping and/or weather tracking software by a real-time data feed available in XML, TXT, and KML files. This data feed provides a real-time capture of mobile and stationary spotter position along with personal contact information made available by the individual. Storm reports submitted through Spotter Network are directly fed to the NWS via the NWSChat & eSpotter systems (Figure 2). The Spotter Network work platform has provided a significant technological enhancement in bringing storm spotters, storm chasers, coordinators and public safety officials in a seamless real time information. Furthermore it provides ground truth to public safety officials for the protection of life and property. Since 2006, Spotter Network has been operating as a *not-for-profit corporation* in Illinois. In progress, and pending, is an application for *Profit Organization* reclassification.

The Spotter Network operates through a nationwide advisory committee of 21 individuals representing all parties interested in severe weather. The advisory committee functions with the following primary groups:

PARTY 2 –

SPOTTER NETWORK is an emerging technology. It is installed software that captures and provides real-time position information. Many are already members of Spotter Network together storm network of members engaged in 122 as a registered 503c Non-Profit Organization.

Spotter Network is representing with four companies.

V. Communication and Contact Information

The principal point of contact between **Spotter Network** and the **NWS** are identified below.

Spotter Network

NWS

President/Developer
 Tyler Allison
 2206 N. Main
 Suite 166
 Wheaton, IL 60187

Director of Training
 Joshua Jans
 2206 N. Main
 Suite 166
 Wheaton, IL 60187

National Warning Coordination Meteorologist
 Chris Majer
 Office of Climate, Weather and Water Services
 1325 East-West Highway, Silver Spring, MD 20910

VI. Conditions and Obligations

Nothing in this memorandum should be construed to contractually bind either party or any agency to specific responsibilities and actions. This MOU is meant as a cooperative agreement to enhance the safety and warnings involved with severe weather.

The Spotter Network assumes no responsibility for, and shall not be liable for, any damages or expenses incurred as a result of any inaccuracy, incompleteness or obsolescence of any data contained on Spotter Network. The services of the site are provided 'as is' with no warranties. Spotter Network disclaims all warranties regarding the accuracy, completeness, currency or reliability of the data in the site, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement or otherwise arising by law or statute. It is agreed that use of, or reliance upon, all data obtained through Spotter Network is to be used with discretion with the understanding that Spotter Network will make all reasonable efforts to keep the network online.

Either party with a 60-day written notification may terminate this MOU.

VII. EFFECTIVE DATE AND SIGNATURES

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 s, the MOU

This MOU will remain in effect for three years from the effective date unless termin
 by a 60-day written notice of termination by any party. By agreement of the parties
 may be renewed.

es effective

IN WITNESS WHEREOF, the parties hereto execute this agreement, which becom
 as of the 14th day of JUNE, 2012

Signatures and dates

David B. Caldwell
 [Authorized signature from Party A]

DAVID B. CALDWELL
 [insert name of Party A signatory]

Date

[Authorized signature from Party B]

Tyler Allison
 [insert name of Party B signatory]

June 5, 2012
 Date