ALARACT 069/2024

DTG: R 261410Z AUG 24

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SUBJ/ALARACT 069/2024 – ESTABLISHMENT OF OPERATOR-TO-OPERATOR AGREEMENTS IN SUPPORT OF GOVERNMENT AND INDUSTRY SPECTRUM SHARING AGREEMENTS

THIS ALARACT MESSAGE HAS BEEN TRANSMITTED ON BEHALF OF HQDA, DCS, G-6

- 1. (U) REFERENCES:
- 1.A. (U) THE FEDERAL COMMUNICATIONS COMMISSION AND THE NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION, PUBLIC NOTICE DA-21-645. RELEASED JUNE 2, 2021 (AVAILABLE AT HTTPS://WWW.FCC.GOV/)
- 1.B. (U) MANUAL OF REGULATIONS AND PROCEDURES FOR FEDERAL RADIO FREQUENCY MANAGEMENT (REDBOOK), NATIONAL TELECOMMUNICATIONS AND INFORMATION ADMINISTRATION, JANUARY 2023 REVISION OF THE JANUARY 2021 EDITION (AVAILABLE AT https://www.ntia.gov)
- 1.C. (U) CJCSM 3320.02E, JOINT SPECTRUM INTERFERENCE RESOLUTION (JSIR) PROCEDURES (AVAILABLE AT HTTPS://WWW.JCS.MIL/)
- 2. (U) PURPOSE: THIS ALARACT MESSAGE OUTLINES THE PROCESS FOR ESTABLISHING OPERATOR-TO-OPERATOR (O2O) COORDINATION PROCEDURES FOR ALL ARMY POSTS, CAMPS, AND STATIONS, AS REQUIRED BY SPECTRUM AUCTIONS IN ACCORDANCE WITH THE TABLE OF ALLOCATION, APPLICABLE FOOTNOTES, AND AS OUTLINED IN SUPPORT OF AUCTION AGREEMENTS.
- 3. (U) DEPUTY CHIEF OF STAFF, G-6 DIRECTS THE FOLLOWING TO SATISFY COORDINATION REQUIREMENTS BETWEEN NON-FEDERAL SPECTRUM LICENSEES AND ARMY POSTS, CAMPS, AND STATIONS FOR SHARED SPECTRUM BANDS. O2O AGREEMENTS SHALL BE ESTABLISHED BETWEEN COMMANDERS OF POSTS, CAMPS, AND STATIONS AND THE LOCAL CELLULAR CARRIER TO ENABLE FASTER RESPONSES TO COORDINATION OF NON-FEDERAL SPECTRUM LICENSEE ACCESS REQUESTS.
- 3.A. (U) THE ARMY HAS IDENTIFIED THE FOLLOWING POSTS, CAMPS, AND STATIONS TO INITIATE O2O AGREEMENTS:

- 3.A.1. (U) TOBYHANNA ARMY DEPOT, PA.
- 3.A.2. (U) YUMA PROVING GROUNDS, AZ.
- 3.A.3. (U) WHITE SANDS MISSILE RANGE, NM.
- 3.A.4. (U) FORT SILL, OK.
- 3.A.5. (U) NATIONAL TRAINING CENTER, CA.
- 3.A.6. (U) JOINT READINESS TRAINING CENTER, LA.
- 3.B. (U) TENANT ORGANIZATIONS WILL FALL UNDER THEIR RESPECTIVE ARMY POSTS, CAMPS, AND STATIONS O2O AGREEMENT.
- 3.C. (U) ALL EFFORT SHOULD BE MADE TO ADHERE TO THE SCHEDULE OUTLINED IN THE O2O.
- 3.D. (U) AS PRIMARY USERS, COMMANDERS MAY RESCHEDULE NON-FEDERAL SPECTRUM USAGE WHEN NECESSARY. HOWEVER, AN ADVANCE NOTICE OF AT LEAST 5 BUSINESS DAYS WILL BE PROVIDED TO THE NON-FEDERAL SPECTRUM LICENSEE. UPON RECEIPT OF THIS NOTIFICATION, THE LICENSEE MUST CEASE OPERATIONS.
- 3.E. (U) IN ACCORDANCE WITH REFERENCE 1.B., NON-FEDERAL SPECTRUM LICENSEES MUST NOT CAUSE HARMFUL INTERFERENCE TO FEDERAL USERS OUTSIDE OF THEIR SCHEDULED SPECTRUM ACCESS TIMES AS ESTABLISHED IN THE O2O AGREEMENT. ADDITIONALLY, NON-FEDERAL SPECTRUM LICENSEES CANNOT CLAIM INTERFERENCE PROTECTION OUTSIDE OF THEIR SCHEDULED SPECTRUM ACCESS TIMES OR ABSENT AN O2O AGREEMENT THAT SPECIFIES OTHERWISE.
- 3.F. (U) NON-FEDERAL SPECTRUM LICENSEES AND TENANT ORGANIZATIONS MUST LIST THE APPROPRIATE CEASE BUZZER OR STOP BUZZER POINTS OF CONTACT, AUTHORIZED LOCAL MOBILE NETWORK OPERATOR'S TELEPHONE NUMBERS, AND EMAIL ADDRESSES IN THE COORDINATION PROCEDURES AND/OR OPERATOR AGREEMENTS. INFORMATION MUST INCLUDE THE LANDLINE FOR THE RELEVANT RANGE CONTROL, SAFETY OFFICE, OR 24-HOUR OFFICE. THIS WILL ENABLE THE SHUTDOWN OF ANY NON-FEDERAL OR UNSCHEDULED MILITARY OPERATIONS SUSPECTED OF CAUSING INTERFERENCE WITHIN A 15-MINUTE TIMEFRAME.
- 3.G. (U) IN ACCORDANCE WITH REFERENCE 1.C., INTERFERENCE RESOLUTION IS TO BE ACCOMPLISHED AT THE LOWEST POSSIBLE LEVEL.

- 4. (U) THE POINT OF CONTACT FOR QUESTIONS REGARDING THE O2O AGREEMENTS BETWEEN NON-FEDERAL SPECTRUM LICENSEES AND ARMY POSTS, CAMPS, AND STATIONS IS MR. DOUGLAS JONES VIA EMAIL AT DOUGLAS.E.JONES120.CIV@ARMY.MIL.
- 5. (U) THIS ALARACT MESSAGE EXPIRES 26 AUGUST 2025.

ATTACHMENT:

SAMPLE O2O AGREEMENT BETWEEN ARMY INSTALLATION COMMANDER AND LOCAL CELLULAR COMPANY (ALSO AVAILABLE AT https://armyeitaas.sharepoint-mil.us/sites/hqda-g6-dani-nsr/020%20AGREEMENT/FORMS/ALLITEMS.ASPX)

MEMORANDUM OF UNDERSTANDING BETWEEN [ARMY (POST, CAMP, OR STATION) COMMANDER] AND [THE LOCAL NON-FEDERAL SPECTRUM LICENSEE]

[THE LOCAL NON-FEDERAL SPECTRUM LICENSEE] FOR

Operator to Operator (O2O) Coordination of Radio Frequency Spectrum [MOU NUMBER]

This is a memorandum of understanding (MOU) between the [Army (Post, Camp, Or Station) Commander] and the [LOCAL NON-FEDERAL SPECTRUM LICENSEE] (if the Second Party is a non-governmental entity, include its address). When referred to collectively, the [First Party] and the [Second Party] are referred to as the "Parties."

1. AUTHORITIES.

- a. The Federal Communications Commission and the National Telecommunications and Information Administration (NTIA), Public Notice DA 21-645, released 2 June 2021, (or future public notice as appropriate).
 - b. Manual of Regulations and Procedures for Federal Radio Frequency Management (Redbook), National Telecommunications and Information Administration, January 2023 revision of the January 2021 edition (or latest edition).
 - c. Chairman Joint Chief of Staff Manual (CJCSM) 3320.02E, Joint Spectrum Interference Resolution (JSIR) Procedures, dated 10 May 2022.
 - d. Other references as necessary or applicable.
- 2. PURPOSE. This document applies to circumstances where the sharing of radio frequency spectrum between federal and non-federal spectrum licensees in and around Army Posts, Camps, and Stations as legally mandated per Public Notice (see reference a.).
- 3. OBJECTIVE. This document is intended to mitigate electromagnetic interference between Army posts, camps, and stations and non-federal spectrum licensees.

4. RESPONSIBILITIES.

- a. All parties must make every effort not to cause harmful interference. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
- b. In instances of identified harmful interference occurring between a federal user and a non-federal spectrum licensee not addressed by the coordination procedures or this O2O agreement, both parties shall first attempt to resolve the interference directly

and the incident will be reported. The incident will only be elevated if not resolved after all efforts have been exhausted locally.

- c. Non-federal spectrum licensees and tenant organizations must provide a list of appropriate cease buzzer or stop buzzer points of contacts. These will be included with the Post, Camp, and Station points of contacts. This will enable the shutdown of any spectrum operations suspected of causing interference within a 15-minute timeframe. (see enclosure 2)
- d. A fixed and/or flexible schedule of federal operational times must be established. This schedule must be adhered to as much as possible. (see enclosure 3)
- e. [name of Army post, camp, and station insert here] shall notify the [name of non-federal spectrum licensee(s) insert here] 5 business days in advance of any changes to the agreed schedule. By the end of that time, the licensee must cease operations.

6.GENERAL PROVISIONS:

- 6.1. POINTS OF CONTACT (POCs). The following POCs will be used by the Parties to communicate matters concerning this MOU. Each Party may change its POC upon reasonable notice to the other Party.
- 6.1.1. For the Army—
- 6.1.1.1 Name, position, office identification, phone number and email of primary POC:
- 6.1.1.2. Position, office identification, phone number and email of alternate POC:

For the Licensee—

- 6.1.2.1 Position, office identification, phone number and email of primary POC:
- 6.1.2.2. Position, office identification, phone number and email of alternate POC:
- 6.2. CORRESPONDENCE. All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the [First Party], to—
- 6.2.1. [insert mailing address and e-mail address] and, if to the [Second Party], to—
- 6.2.2. [insert mailing address and e-mail address]

- 6.3. FUNDS AND MANPOWER. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or resources. No provision in this MOU will be interpreted to require obligation or payment of funds.
- 6.4. MODIFICATION OF MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.
- 6.5. DISPUTES. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or DoD issuances, be resolved by consultation between the Parties.
- 6.6. TERMINATION OF UNDERSTANDING. This MOU may be terminated in writing at will by either Party.
- 6.7. TRANSFERABILITY. This MOU is not transferable except with the written consent of the Parties.
- 6.8. ENTIRE UNDERSTANDING. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.
- 6.9. EFFECTIVE DATE. This MOU takes effect beginning on the day after the last Party signs.6.10. EXPIRATION DATE. This MOU expires on ______.
- 6.11. CANCELLATION OF PREVIOUS MOU. This MOU cancels and supersedes the previously signed MOU between the same Parties with the subject _____, Serial # ____ and effective date of _____. (Use only when needed to cancel a previous MOU.)
- 6.12. NO THIRD-PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU and this MOU will be for the sole and exclusive benefit of the Parties.

APPROVED: [APPROVAL AUTHORITY SIGNATURES WILL NEVER BE ALONE ON A BLANK PAGE]

FOR THE [First Party]— FOR THE [Second Party]—

John Doe	Joe Doe
[name of Army post, camp, and station insert here] Commander	[name of non-federal spectrum licensee(s) insert here]
(Date)	(Date)
Mid-Point Review Due Date:	[Enter date mid-point review due]
Mid-Point Review completed by: Signature	and Name of Reviewer

ENCLOSURE 1

Definitions:

- a. Shared Use Area A geographic area in which both federal and non-federal spectrum users are authorized to operate, subject to terms and conditions established by rule.
- b. Mitigation Technique whereby one spectrum system constrains its operation to reduce interference to a co-located system operating in the same spectrum band.
- c. Quiet Time Period during which a non-federal system must cease operation or activate appropriate mitigation to avoid interfering with federal system operation. Quiet times are scheduled and reported to the extent practicable but are subject to change.
- d. Timelines for Non-Federal Use Periods during which spectrum is available for non-federal use.
- e. Timeline Notification Process for notifying non-federal system operator that federal user must operate outside a prescheduled quiet time.
- f. Cease/Stop buzzer Cease or stop all transmissions immediately when interference occurs.

ENCLOSURE 2

CEASE/STOP BUZZER INFORMATION

POST, CAMP, AND STATION	TENANT ORGANIZATION (VISITORS)	NON-FEDERAL SPECTRUM LICENSEE COMPANY
Installation Spectrum Manager POC, Number & Email:	Stop Buzzer POC, Number, & Email:	Stop Buzzer POC, Number, & Email:
John Doe; (xxx) 432-xxxx; jack@army.mil	John Doe; (xxx) 432-xxxx; jack@army.mil	John Doe; (xxx) 432-xxxx; bbisp@gmail.com
Base Staff Duty Office:	Authorized Local MNO & Email: (xxx) 432-xxxx; jack@army.mil	
John Doe; (xxx) 432-xxxx; jack@army.mil		
Range Control Number & Email:		
John Doe; (xxx) 432-xxxx; jack@army.mil		
Safety Office Number & Email: (xxx) 432-xxxx; jack@army.mil		
Stop Buzzer POC, Number & Email: (xxx) 432-xxxx; jack@army.mil		

ENCLOSURE 3

NOTE: Post, Camp, or Station Commander designates Quiet Dates/Times for nonfederal spectrum licensee systems as follows:

QUIET DATES PER COMMANDER REQUEST

DATES/TIMES:	SITE LOCATION:	STATUS:
First week of each month except		
December	Area 7	Approved
Every non-holiday Friday	Post-wide	Approved
1 Aug 2024/0800-1100 EDT	Sector 2	Approved
3-7 Aug 2024/All-Day	Sector 4	Approved