

**WI-CORS-NET  
COOPERATIVE AGREEMENT  
BETWEEN  
THE STATE OF WISCONSIN,  
DEPARTMENT OF TRANSPORTATION  
AND  
THE CITY OF MADISON (PARTNER)**

THIS AGREEMENT is made between the State of Wisconsin, acting by and through the Secretary of the Department of Transportation (hereinafter referred to as DEPARTMENT), 4802 Sheboygan Ave.; Madison, WI 53705, and the CITY OF MADISON, acting by and through the City Engineer of the City of Madison (hereinafter referred to as the PARTNER); 201 Martin Luther King Jr. Blvd; Madison, WI 53703.

**1 Purpose**

- 1.1 Section 66.0301 of the Wisconsin State Statutes, provides that the Secretary of Department of Transportation may coordinate the activities of DEPARTMENT under Sections 84.01(6) and (13), 84.06(1m), 84.09, 84.095, and 85.09 with other appropriate public authorities under Sections 86.25, 114.31 and 114.32 and enter into cooperative agreements with such authorities as necessary to carry out their duties, powers, and functions.
- 1.2 DEPARTMENT, in the interest of the traveling public and for the benefit of public safety, is developing a Wisconsin Continuously Operating Reference Stations NETwork(WI-CORS\_NET) throughout the State of Wisconsin (hereinafter referred to as the PROGRAM). This PROGRAM will provide information needed to increase the accuracy of field collected Global Positioning System (GPS) survey and Geographic Information System (GIS) grade data. The PROGRAM is a system of GPS receivers permanently fixed at sites located in cities, counties, or villages throughout Wisconsin that provide positions on points of interest in real time instantaneously.
- 1.3 The PARTNER recognizes that the PROGRAM is a mutually beneficial way to participate in the implementation of the DEPARTMENT'S PROGRAM effort, and agrees to assist the DEPARTMENT with it's goal of providing coordination, guidance, and support of other governmental entities as needed for development and maintenance of the PROGRAM, and agrees to participate by making the resulting GPS data available free of charge to the DEPARTMENT and other users of geodetic information.

**2 Responsibilities of Agencies**

- 2.1 The PARTNER agrees to:
  - 2.1.1 Provide power to operate the GPS receiver (approximately 4.8 watts is needed to power GPS receiver); suitable and secure high speed internet (i.e. DSL, cable, etc.) connection to continuously send GPS data to the DEPARTMENT'S computer server; a secure facility to house the GPS receiver; and the facility and/or land to place the antenna.

- 2.1.2 The PARTNER shall notify the DEPARTMENT of any problems with the site and provide the necessary resources to resolve any minor operational issues with the site (e.g. reset GPS receiver, clean snow off GPS antenna, check power and/or internet connection, etc.)
- 2.1.3 Supply free of charge, upon completion of the WI-CORS-NET station, all necessary data collected by the PROGRAM, to the DEPARTMENT and the general public. This duty to make data collected available to the DEPARTMENT and to the general public shall continue until termination of this Agreement.
- 2.1.4 In addition to the use of PARTNER'S GPS base station in the DEPARTMENT'S WI-CORS-NET; PARTNER intends to use their base station to provide real-time correction data for over-the-air transmission and to send correction data files to the city's publicly accessible web server.
- 2.1.5 PARTNER has purchased a Trimble NetR5 receiver, Zephyr Geodetic II antenna, and other miscellaneous components.
- 2.2 DEPARTMENT agrees to:
  - 2.2.1 In cooperation with the PARTNER, carry out reconnaissance and select a suitable site for the CORS monument.
  - 2.2.2 Install the CORS antenna mount, including payment for all materials.
  - 2.2.3 Place conduit and buy all cabling needed to carry data from antenna on top of mount to the secure PARTNER structure that houses the GPS receiver.
  - 2.2.4 Purchase and install lightning suppressor and access box and cover to protect the GPS equipment from lightning.
  - 2.2.5 Purchase, install, and maintain the antenna mount, antenna cable, and any modifications to the PARTNER building, such as conduit access points through walls and floors. All modifications to the partner building and site will comply with building and fire codes and will be done in a good workmanlike fashion.
  - 2.2.6 Purchase, install, and maintain the hardware and software, including future upgrades, necessary in order to centrally implement and manage the proposed statewide PROGRAM, including but not limited to, network server, telecommunications equipment (at the server), and facilities.
  - 2.2.7 Provide three licenses (access code) free of charge to the PARTNER to gain access and operation to utilize the PROGRAM for surveying and positioning services for as long as the PARTNER provides the facilities and utilities specified in Section 2.1.1.
  - 2.2.8 Maintain the proposed WI-CORS-NET so as to provide continuous operation throughout the state.
  - 2.2.9 Supply free of charge to the general public, all data collected by the GPS station. The duty to supply all necessary data to the general public shall continue until termination of this Agreement.
  - 2.2.10 Determine the reference position of this station. In addition, the DEPARTMENT shall determine the reference position, at the bottom of the antenna mount, of the PARTNER'S existing base station, which is located at 1120 Sayle St, Madison, WI.

- 2.2.11 Consult with PARTNER before making any change to the reference position of PARTNER'S GPS base station.

### **3 Reports and Inspections**

- 3.1 Nothing in this Agreement shall deny the DEPARTMENT the right to inspect the system for satisfactory compliance with the requirements of the Agreement during normal business hours of the PARTNER building. The PARTNER reserves the right to accompany the DEPARTMENT during such inspections.

### **4 Certification of Funds: Term**

- 4.1 This Agreement is subject to the determination by the DEPARTMENT that sufficient funds have been appropriated by the Wisconsin Legislature (or other governmental entities) to the DEPARTMENT for the purposes of this Agreement. If the DEPARTMENT determines that sufficient funds have not been appropriated for purposes of this Agreement, then this Agreement or any renewal thereof will terminate on the date that the funding expires without any further obligation by either party.
- 4.2 The terms and conditions of the Agreement shall be reviewed by the parties every two years, coinciding with the State of Wisconsin's biennium. The DEPARTMENT shall notify the PARTNER when each review is due. The first review shall occur no later than June 30, 2009. At the time of the review, the parties shall determine whether the terms and conditions of this Agreement are still satisfactory to each party or whether modifications are required. If modifications are required, such changes shall be made by written amendment executed by both parties. Each party is free to request modifications to the terms and conditions of this Agreement at any time while this Agreement is in effect and such modifications may be made by written amendment upon the mutual agreement of both parties.
- 4.3 This Agreement may be terminated by either party upon sixty (60) days written notice to the other party. Upon termination the DEPARTMENT shall remove its equipment at its own cost.

### **5 Disputes**

- 5.1 In the event that any disputes arise between the DEPARTMENT and the PARTNER concerning interpretation of, or performance pursuant to, this Agreement, such dispute shall be resolved mutually between the Secretary of the Wisconsin Department of Transportation or authorized representative and the PARTNER'S authorized representative.

### **6 Notice**

- 6.1 Notice under this Agreement shall be directed as follows:

City of Madison  
Engineering Division  
201 M. L. King Jr. Blvd.  
Madison, WI 53703  
ATTN: Larry D. Nelson, P.E.  
Telephone: 608.267.4227  
E-mail: lnelson@cityofmadison.com

Wisconsin Department of Transportation  
Bureau of Technical Services, Truax Center  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
ATTN: Ray A. Kumapayi  
Telephone: 608.246.7941  
E-mail: ray.kumapayi@dot.state.wi.us

### **7 General Provisions**

- 7.1 This Agreement constitutes the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement.
- 7.2 Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 7.3 This Agreement shall be construed and interpreted and the rights of the parties determined in accordance with the laws of the State of Wisconsin.
- 7.4 This Agreement shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modifications thereof.
- 7.5 Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

**IN WITNESS WHEREOF**, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

DEPARTMENT: \_\_\_\_\_ Date: \_\_\_\_\_

*Ray A. Kumapayi, Chief, Surveying & Mapping Section, WisDOT*

PARTNER:

**CITY OF MADISON, WISCONSIN  
a municipal corporation**

By: \_\_\_\_\_  
David J. Cieslewicz, Mayor

Date:

**Approved:**

\_\_\_\_\_  
Dean Brasser, City Comptroller

By: \_\_\_\_\_  
Maribeth Witzel-Behl, City Clerk

Date:

Date:

**Approved as to Form:**

\_\_\_\_\_  
Eric T. Veum, Risk Manager

\_\_\_\_\_  
Michael P. May, City Attorney

Date:

Date: