



Contract Routing Form

ROUTING: Hand Carry

printed on: 09/19/2008

Contract between: WI DOT
and Dept. or Division: Engineering Division
Name/Phone Number:

Project: Cooperative Agreement to participate in WI Continuously Operating Reference Stations NETWORK

Contract No.:
Enactment No.: RES-08-00828
Dollar Amount: 0.00

File No.: 11428
Enactment Date: 09/03/2008

(Please DATE before routing)

Table with 3 columns: Signatures Required, Date Received, Date Signed. Rows include City Clerk, Director of Civil Rights, Risk Manager, Comptroller, City Attorney, and Mayor with handwritten dates and initials.

Please return signed Contracts to the City Clerk's Office Room 103, City-County Building for filing.

Original + 2 Copies

09/19/2008 14:47:14 enkmr - DAVE DAVIS @ 266-4097

* Requires State Signatures

Dis Rights: OK / N/A / Problem - Hold
Prev Wage: AA / Agency / No
Contract Value: No funds req'd
AA Plan: EXPANDED N/A
Amendment / Addendum #
Type: POS / Dvlp / Sbdv / Govt / Grant / PW / Loan / Agrmt

**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.

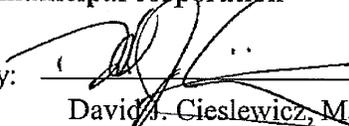
IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be duly executed in duplicate as of the day and year last written below.

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:

Pandy Whitehead
for Dean Brasser, City Comptroller

By: *Maribeth Witzel-Behl*
Maribeth Witzel-Behl, City Clerk

Date: *9-30-08*

Date: *September 22, 2008*

Eric T. Veum
Eric T. Veum, Risk Manager

Approved as to Form:
Michael P. May
Michael P. May, City Attorney

Date: *9/30/08*

Date: *30 September 2008*



City of Madison

Legislative File ID 11428

display
original
version

print

email

Type: **Resolution** Status: **Passed**
 Enactment Date: **9/3/2008** Enactment No.: **RES-08-00828**
 Title: **Authorizing the Mayor and City Clerk to enter into a cooperative agreement with the Wisconsin Department of Transportation allowing the City to participate in the Wisconsin Continuously Operating Reference Stations NETWORK (WI-CORS_NET).**
 Controlling Body: **BOARD OF PUBLIC WORKS**
 Introduced: **7/25/2008** Version: **1**
 Final Action: **9/2/2008** Contact: **mhacker@cityofmadison.com**
 Name: **Authorizing the Mayor and City Clerk to enter into a cooperative agreement with the Wisconsin Department of Transportation allowing the City to participate in the Wisconsin Continuously Operating Reference Stations NETWORK (WI-CORS_NET).**
 Extra Date 1:
 Requester: **BOARD OF PUBLIC WORKS**
 Sponsors: **BOARD OF PUBLIC WORKS**
 Attachments: **Legislative File Text
 Cors_coop_agree_madison_update.doc**

Legislative History

Date	Acting Body	Action Taken	Motion
8/8/2008	BOARD OF PUBLIC WORKS	A motion was made by Rewey, seconded by Hewitt, to RECOMMEND TO COUNCIL TO ADOPT - REPORT OF OFFICER. The motion passed by voice vote/other.	Pass
9/2/2008	Notes: COMMON COUNCIL	A motion was made by Ald. Bruer, seconded by Ald. Vervear, to Adopt. The motion passed by voice vote/other.	Pass
	Notes:		

Approvals

Approver	Date	Approval Status
Craig Franklin	8/8/2008	Approved

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City of Madison

Legislative File Number 11428 (version 1)

Title

Authorizing the Mayor and City Clerk to enter into a cooperative agreement with the Wisconsin Department of Transportation allowing the City to participate in the Wisconsin Continuously Operating Reference Stations NETwork (WI-CORS_NET).

Body

PREAMBLE

The City has operated a global positioning system (GPS) base station located at Traffic Engineering Division's Maintenance Facility, 1120 Sayle Street, since 2002. The City's base station provides continuous real-time correction data transmitted from Larkin Tower and logs correction data to the City's web server for access over the Internet. The correction data is used by City staff and by the public and is provided to the public at no cost. The City has purchased a new GPS base station and desires to relocate it at Engineering Division's Service Building, 1600 Emil Street.

The Wisconsin Department of Transportation (WisDOT) has established WI-CORS_NET in the interest of the traveling public and for the benefit of public safety and desires to locate a GPS base station in the city of Madison.

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.

Participation by the City in the WisDOT's WI-CORS_NET project will be mutually beneficial and there will be no cost to the City for participation in this project. The terms of this agreement are specified in WISDOT AGREEMENT NO. 25-25-02-2008. The City will continue to transmit correction data from Larkin Tower and log correction data to the City's web server for access over the Internet. The City be provided with three (3) licenses to use the WisDOT's WI-CORS_NET.

NOW THEREFORE BE IT RESOLVED, that the Mayor and City Clerk are hereby authorized to enter into WISDOT AGREEMENT NO. 25-25-02-2008 for participation in the Wisconsin Department of Transportation's Wisconsin Continuously Operating Reference Stations NETwork.

Fiscal Note

No funds are required.



Division of Transportation System Development
 Bureau of Technical Services
 Surveying & Mapping Section
 3502 Kinsman Blvd.
 Madison, WI 53704-2549

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
 Internet: www.dot.wisconsin.gov

Ray A. Kumapayi, P.E., Section Chief
 Telephone: (608) 246-7941
 Facsimile (FAX): (608) 245-8959
 E-mail: ray.kumapayi@dot.wi.gov

July 11, 2016

Eric Pederson, PLS
 City of Madison
 Mapping Office
 1600 Emil Street
 Madison, WI 53713

Dear Mr. Pederson:

The Wisconsin Department of Transportation (WisDOT) developed and signed an agreement with you to establish a Wisconsin Continuously Operating Reference Station (WISCORS) at your facility. Since the signing of that agreement, we are happy to inform you that all 84 Stations of the WISCORS Network are now operational statewide.

The original agreement we have with your organization (Agreement No. 25-25-02-2008) states (in part) under Section 4.2 that the agreement shall be reviewed every two years, coinciding with the State of Wisconsin's biennium.

During the last review, sections were found in need of revision. In order to maintain a cooperative agreement during negotiation of terms, an extension of the review date is necessary.

We are requesting that you review the amended agreement. If you have no objections to extending the current agreement to June 30, 2017 to allow the City of Madison time to discuss and review the amended agreement, please sign and return this letter to my address as follows:

Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.;
 Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send you a fully executed copy of this agreement extension for your records.

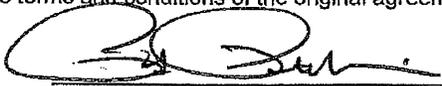
Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

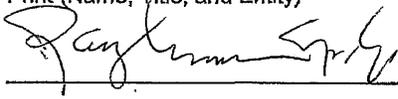
We agree to the terms and conditions of the original agreement by extending the review date to June 30, 2017.

PARTNER:

 Date: 7/11/16

ROBERT PHILLIPS CITY ENGINEER
 Print (Name, Title, and Entity)

DEPARTMENT:

 Date: 7/28/2016

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



Division of Transportation System Development
 Bureau of Technical Services
 Surveying & Mapping Section
 3502 Kinsman Blvd.
 Madison, WI 53704-2549

Scott Walker, Governor
Mark Gottlieb, P.E., Secretary
 Internet: www.dot.wisconsin.gov

Ray A. Kumapayi, P.E., Section Chief
 Telephone: (608) 246-7941
 Facsimile (FAX): (608) 245-8959
 E-mail: ray.kumapayi@dot.wi.gov

June 20, 2011

Dave Davis
 GIS Manager
 City of Madison
 1602 Emil Street
 Madison, WI 53713

Dear Mr. Dave Davis:

The Wisconsin Department of Transportation (WisDOT) developed and signed an agreement with you to establish a Continuously Operating Reference Station (CORS) at your facility. Since the signing of that agreement, the Wisconsin Continuously Operation Reference Station (WISCORS) network is now operational throughout the eastern portion of the state.

The agreement we have with you (Agreement No. 25-23-01-2008) states (in part) under Section 4.2 the agreement shall be reviewed and 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.

The review date has past; however we are requesting that you review the agreement. If you have no objections to extending this agreement to June 30, 2015, please sign and return this letter to my address as follows:

Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.;
 Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send you a fully executed copy of this agreement extension for your records.

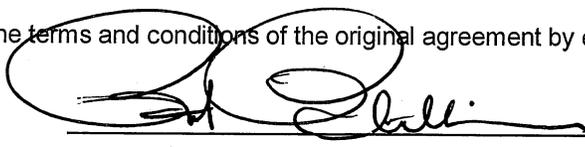
Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

We agree to the terms and conditions of the original agreement by extending the review date to June 30, 2015.

PARTNER:

 Date: 1/5/12

ROBERT F. PHILLIPS, CITY ENGINEER MADISON WI
 Print (Name, Title, and Entity)

DEPARTMENT:

 Date: 2/16/12

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



Division of Transportation System Development
 Bureau of Technical Services
 Surveying & Mapping Section
 3502 Kinsman Blvd.
 Madison, WI 53704-2549

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Ray A. Kumapayi, P.E., Section Chief
 Telephone: (608) 246-7941
 Facsimile (FAX): (608) 245-8959
 E-mail: ray.kumapayi@dot.wi.gov

May 3, 2017

Robert F. Phillips
 City of Madison
 Engineering Division
 201 M. L. King Jr. Blvd.
 Madison, WI 53703

Dear Mr. Phillips:

The Wisconsin Department of Transportation (WisDOT) developed and signed an agreement with you to establish a Wisconsin Continuously Operating Reference Station (WISCORS) at your facility.

The original agreement we have with your organization (Agreement No. 25-25-02-2008) states (in part) under Section 4.2 that the agreement shall be reviewed every two years, coinciding with the State of Wisconsin's biennium. During the last review, sections were found in need of revision. WisDOT proposes this extension to allow for time to continue to review and discuss the City of Madison's proposal.

During the period of negotiation, WisDOT agrees to provide unlimited licenses (access codes) free of charge to the City of Madison to gain access and utilize WISCORS for surveying and positioning services for as long as the City of Madison provides the facilities and utilities specified in Section 2.1.1 of the Cooperative Agreement No. 25-25-02-2008. This extension includes unlimited licensing for users employed by the City of Madison and its underlying agencies and divisions.

If you have no objections to extending the current agreement to June 30, 2018, please sign and return this letter to my address as follows:

Wisconsin Department of Transportation; Bureau of Technical Services, Truax Center; 3502 Kinsman Blvd.;
 Madison, Wisconsin 53704; ATTN: Ray A. Kumapayi

We will send you a fully executed copy of this agreement extension for your records.

Sincerely,

Ray A. Kumapayi

Ray A. Kumapayi

We agree to the terms and conditions of the original agreement by extending the review date to June 30, 2018.

PARTNER:

Date: 5/8/17

ROBERT F. PHILLIPS, P.E., CITY ENGINEER
 Print (Name, Title, and Entity) CITY OF MADISON

DEPARTMENT:

Date: 5/22/17

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

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