

Supplemental to the Statewide GPS Agreement

Continuously Operating Reference System Station

THIS AGREEMENT is made and entered into by and between THE STATE OF OREGON, acting by and through its Department of Transportation "ODOT", and the _____, acting by and through its elected officials, hereinafter referred to as "Partner."

RECITALS

1. By the authority granted in ORS 190.110, 190.420, 283.110, 366.572 and 366.576, ODOT may enter into cooperative agreements with state agencies, agencies of other states, counties, cities and units of local governments for the performance of work on certain types of improvement projects with the allocation of costs on terms and conditions mutually agreeable to the contracting Parties.
2. It is to the mutual benefit of Partner and ODOT to jointly operate and use a Continuously Operating Reference System station, hereinafter referred to as "CORS station," located at _____, hereinafter "Facility," and
3. The parties understand that the CORS station equipment will need to be connected to the Partner's computer network for the electronic transfer of data to ODOT facilities, and
4. A CORS station will benefit ODOT and Partner by augmenting surveying and engineering measurement methods;

NOW, THEREFORE, the parties agree and stipulate as follows:

TERMS OF AGREEMENT

1. Under such authority ODOT and Partner wish to enter into this Supplemental Agreement, to the Master Intergovernmental-Statewide GPS Partnership Agreement, ODOT Agreement number _____, hereinafter referred to as "Master", to outline the roles and responsibilities of the parties.
2. This Supplemental Agreement is subject to all of the terms, conditions, provisions, modifications or deletions of the Master.
3. In the event of an inconsistency between the, and this Supplemental Agreement, unless otherwise provided herein the inconsistency shall be resolved by giving precedent in the following order: the terms an conditions of the Supplemental Agreement; the other provisions of the attachments which are incorporated by reference and attached to the Supplemental Agreement; the terms an conditions of the Master; and the other provisions of the attachments which were incorporated by reference and attached to the Master.

4. Partner shall be responsible for the connection to Partner's computer network. Partner shall allow ODOT access to the Facility for the purpose of installation, operation, or maintenance of the CORS station.

ODOT OBLIGATIONS

1. ODOT shall present invoices for 100 percent of actual costs incurred by ODOT on behalf of the Project directly to Partner's project manager for review and approval. ODOT will bill quarterly beginning [REDACTED]. Invoices shall be based on actual expenses incurred and must be received by Partner's project manager no more than thirty (30) days after end of the billing period. Such invoices shall be in a form identifying the Project and Supplemental Agreement number, and shall itemize and explain all expenses for which reimbursement is claimed. Under no conditions shall Partner's obligations exceed \$ [REDACTED], including all expenses.
2. ODOT shall be responsible for the purchase, installation, and maintenance of the CORS station receiver, antenna, and cabling and for the purchase and maintenance of all software licenses required for operation as a CORS station.
3. ODOT shall be responsible for the storage and use of all data transferred to its facilities.

PARTNER OBLIGATIONS

1. Partner shall upon receipt of a fully executed copy of this Supplemental Agreement and upon a subsequent letter of request from ODOT, forward to ODOT the amount of \$ [REDACTED] for their contribution to the GPS, said amount being equal to the estimated total cost for the work performed by ODOT. Partner agrees to make additional payments as needed upon request from ODOT. Depending upon the timing of Partner's contributions, it may be requested by ODOT. .
2. Partner retains the right to disconnect the CORS station equipment from its computer network at any time, if the connection interferes with other network operations.

GENERAL PROVISIONS

4. This Supplemental Agreement may be terminated by either party, with or without cause, at any time upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their seals as of the day and year hereinafter written.

On June 18, 2003, the Oregon Transportation Commission approved Delegation Order No. 4 which delegates to the Director, Deputy Director, Highways, Deputy Director, Central Services and Chief of Staff the authority to approve and execute agreements up to \$75,000 not included in the Statewide Transportation Improvement Program or not included in a line item in the biennial budget approved by the Commission.

On July 7, 2005, the Director and Deputy Director, Highways approved Subdelegation Order No. 4, in which the Director and Deputy Director, Highways delegates authority to the Technical Services Manager/Chief Engineer to approve and sign agreements up to \$75,000 not included in the Statewide Transportation Improvement Program or not included in a line item in the biennial budget approved by the Commission.

PARTNER ORGANIZATION:

By _____

Date _____

STATE OF OREGON,

By and through its Department of
Transportation

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

APPROVAL RECOMMENDED

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By: _____

Assistant Attorney General

Date: _____, 2005

Partner Contact:

Name:

Address:

Phone:

Email: