

**Memorandum of Understanding
between the**

**Department of Administration / Division of Enterprise Technology (DET)
and the
Wisconsin Department of Transportation (WisDOT)**

Amendment A

1. Additional Fiber strands for DOT

DOT has requested 2 additional strands of fiber to connect the DOT Hill Farms location to the Touch America (TA) fiber located at DOA location 101 E. Wilson Street – 3rd floor tape room. This is in addition to the 2 strands covered in the original MOU, executed July 9th, 2003.

- WisDOT will provide all necessary patch cables required to connect their equipment located at the Hill Farms location 4802 Sheboygan Avenue to the DOA / Norlight fiber located in room B168 of the Hill Farms location.
- DET will identify which strands of the DOA / Norlight fiber should be used for the DOT connection.
- WisDOT will also provide DET with 2 100 foot plenum rated patch cables. One will be used for the 2 strands identified in the original agreement and one that will be used for the 2 strands being provided under this amendment. DET will install these cables at the DOA location, 101 E. Wilson Street 3rd floor tape room, completing the connection to the TA Fiber.
- WisDOT will determine which strands of the TA fiber should be used for this connection.
- WisDOT understands that the additional 2 strands of fiber being provided under this Amendment share the same conduit path as the 2 strands provided under the original agreement. There is no redundancy or diversity provided under this agreement. Should this fiber be cut or damaged, a loss of services will occur. DET does not provide any Service Level Agreement to WisDOT regarding this fiber. Damage to this fiber will be repaired on a "best effort" basis. Furthermore, if DET determines that there is no longer need to continue the fiber agreement with Norlight for providing this fiber, DET may terminate their agreement with Norlight. WisDOT will have the opportunity to negotiate an agreement with Norlight for continued use of the fiber.

2. Additional Fiber strands for DET

DET currently has four (4) strands of WisDOT fiber running from the DOA 101E Wilson Street Building to the Corrections Building at 3099 E Washington Ave. This fiber route is via the southeast path as shown on Exhibit A. Item 2 of the original agreement indicated eight strands of additional fiber would be reserved for DOAs use. Since DOA is interested in a diverse path for the additional fiber being requested, WisDOT will provide four (4) additional fibers from the DOA Building to the DOC Building via the northwest route as depicted on Exhibit A. These fibers will be in lieu of the eight strands on the southeast path described in the original agreement.

- WisDOT will make necessary splices to complete the fiber path from the DOA location, 101 E. Wilson Street 3rd floor tape room, to the DOC location 3099 E Washington Avenue.
- WisDOT will test the fiber and provide test results to DET.

3. Installation Dates

- DET will complete the fiber patch connection within 10 working days of receiving the 100 foot plenum patch cable from WisDOT.
- WisDOT will complete fiber splicing October 31 2004.

4. Maintenance

WisDOT will be responsible for maintenance of the fiber cable it is installing for the purposes of this agreement. WisDOT is also responsible for Touch America provided fiber being made available to DET as part of this agreement. DET will be responsible for maintenance of fiber it installs as part of this agreement and for the two fiber strands it is making available to WisDOT as part of the

agreement. Each Agency will be responsible for the maintenance of its own equipment necessary to operate the fiber.

5. Charges

There will be no charges for use of the interconnect fiber assessed by either organization against the other for fiber described in Section 2 of this MOU.

6. Term of MOU

The Term of the MOU coincides with the term agreed to under Section 10 of the original agreement.

7. Service Level

DOT provided fiber will be monitored 24x7 by INOC, the DOT's network monitoring and repair center (NMRC) vendor. Should the NMRC witness a loss of connectivity, the NMRC will resolve the problem within a single business day. DET may independently contract with a vendor for network monitoring and repair of this segment, should a reduced network problem resolution response time be required.

8. Dispute Resolution

In the event that a dispute arises between the MOU agencies regarding the use of fiber or conduit, the parties agree to meet on a regular basis until the dispute is resolved. In the event the dispute cannot be resolved, the matter will be brought before the head of each agency.

9. Warranty of Authority

The signatories hereto warrant that they have full authority to enter into this MOU and make it binding on the parties hereto without further action or approval. The effective date of this MOU shall be the date that the agreement has been signed by both parties.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in duplicate by their duly authorized and empowered officers or representatives:

**Wisconsin Department of Administration
Division of Enterprise Technology**

By: Robert Stracy

Title: Director,
Bureau of Infrastructure
and Networks

Date: 8-30-04

Wisconsin Department of Transportation

By: Joyce Delderman

Title: DIRECTOR
BUREAU OF AUTOMATION SERVICES

Date: 9-1-04