

MEETING NOTES – Final
CSRC EXECUTIVE COMMITTEE (EC) MEETING
August 26, 2009

Location: telephone
Time/Date: 9:00AM to 11:00AM; August 26, 2009
Members Present: Chairperson Adrian “Dick” Davis, Director Yehuda Bock, Art Andrew, Kevin Kelly, Marti Ikehara, Ross Carlson, Giana “Gigi” Cardoza, Cecilia Whitaker – 8 (7 = quorum)
Members Absent: IGPP Director Catherine Constable, John Orcutt, Steve Martin, Chris Walls, Greg Helmer – 5
Others Present: Executive Manager John Canas
Coordinator Maria Turingan – 2
Meeting Leader: Outgoing Chairperson Dick Davis, then Incoming Chairperson Art Andrew
Agenda: See attached.

1. **Welcome** – Chairman Dick Davis:
 - a. Roll Call – See above. A quorum was present.
 - b. Dick asked Maria for election results – Art Andrew is incoming Chair; Dan Gilliland is Vice Chair; Gigi Cardoza and Steve Martin are EC members; EC accepted vote
 - c. Dick handed the meeting over to incoming Chairperson Art Andrew
 - d. Review Agenda – no changes or additions
 - e. Minutes – minutes from June meeting needed date correction to July 1; minutes from July meeting needed item 3B to be removed; both minutes approved as revised

2. **Director’s Report** - Yehuda Bock reported the following:
 - a. All 13 Parkfield sites are on-line; currently 115 sites on CRTN
 - b. Progress has been made with the NOAA work in northern California, hope to get 10 sites on-line by November 1
 - c. Modified/updated the CRTN site port listing on web; added nominal coordinate file
 - d. Circulated business plan – report on this later on in agenda
 - e. PBO testing is on-hold while they are evaluating different vendor software programs (including RTD and CLP) for RT data streaming; they got stimulus funds from NSF so they decided to evaluate different software programs; this is causing a delay in the CRTN testing while they are otherwise distracted; CSRC gave them 130 sites to test; testing is to improve performance of RT streaming from PBO to CRTN; working with UNAVCO to come up with contract
 - f. NOAA streaming is under CRTN umbrella, Yehuda is trying to get NOAA to join consortium; NOAA is reviewing business plan and discussing it
 - g. Next step is to hold consortium meeting
 - h. Latency at P475 (1-2 secs) is a concern, may concern some potential consortium members; it should be improved as result of PBO testing and software change; latency is a problem we are working on
 - i. Still waiting for money from NGS (July 1, 2009 – June 30, 2010), Gilbert Mitchell says they are having problems transferring \$100,000 to us; it should be worked out in next few days
 - j. SIO is currently in process of upgrading all of their computers; had a hardware failure on CRTN computer

3. **CRTN Subcommittee Report** – Art Andrew reported the following:

- a. Business model finalized and distributed; Art received two positive replies and Maria received several positive replies as well
 - b. Wayne submitted an example of a consortium member contract based on SIO/UCSD contract example (attached); Yehuda will review Wayne's draft; John will discuss it at next league meeting on Sept 1; Yehuda will review and modify before Sept 1
 - c. Discussion about when to hold consortium meeting, meeting has to be focused on members Bill Henning from NGS responded as being interested in consortium membership; possible date October 2 at SIO; Art will put together meeting plan and dates for consortium; want to hold consortium meeting before next EC/CC meetings; EC/CC meeting to be Oct 15/16 or 22/23, Maria will contact Jeff Little from PGE about holding meetings there
 - d. Maria will get consortium letter/invitation letter ready for Art
4. **Financial Reports** - Maria Turingan reported the following:
 - a. End of July balance \$1000; minimal expenses last month; waiting on NGS funds
 5. **Executive Manager's Report** - John Canas reported the following:
 - a. No height mod meeting in August; next height mod meeting scheduled for September 10th
 - b. Bill Henning has put up a guideline for RT networks on NGS website
 - c. Mark Turner email regarding District 6 – would like to have CRTN subcommittee to meet with the Districts related to collaboration with CRTN; meet prior to consortium meeting; John will set up meetings and coordinate with Art
 6. **Contracts and Projects** – Dick reported the following:
 - a. Northern San Joaquin Valley ht mod project – working on a list of constraints, to be determined in next few weeks; Dick and Marti will complete this
 - b. CCHM – since project not yet published, Marti would like to process with Geoid09 model and publish
 - c. N CAHM project – has been loaded into NGS database as a horizontal project only; height mod ortho adjustment not done, was waiting on Geoid09, Dick will follow up
 7. **NGS Report** – Marti Ikehara reported the following:
 - a. Geoid09 is complete, finishing website links, listing to advisors next week; following week model will be published
 - b. Richard Snay announced his plan for retirement next spring
 8. **Executive Committee/Coordinating Council** – Dick Davis reported the following:
 - a. EC elections were held with results as stated above; Maria will send out email on elections
 - b. CC membership – some to be replaced, vendors were not supposed to be on CC per bylaws
 - c. NGS is requesting bylaw change to make NGS as advisory member only, not a voting member; Julianna Blackwell and Ronnie Taylor are requesting this; quorum will have to be updated – need 50%, so 6 would be new quorum; what happens if tie vote?
 - d. Much discussion on whether NGS advisor should be on EC as a non-voting member or on CC as an advisory member; we will need to remove NGS advisor from EC and then revise bylaws; discussion was tabled for next EC meeting
 9. **Old Business:**
 - a. CA CORS – no new stations
 - b. Improving web site to be more surveyor friendly –

- c. ESRI conference report – attendance was down, about 12,000 for UC and about 300 for survey summit; Kevin hosted a session on geospatial data models which was attended by NGS (Julianna Blackwell, Ronnie Taylor, Dave Doyle and Renee Shields); the GIS community is starting to embrace more precise positions

10. **New Business:**

- a. Marti reported that a workshop with GIO Michael Bynes on Aug 12 is coming up to discuss and define “minimal essential data sets” and grants from Homeland Security

11. **Adjourn:** Next EC meeting scheduled for Sept 30 at 9AM. The meeting adjourned at 11:11 AM.

Prepared by Cecilia Whitaker, CSRC Secretary

AGENDA

Conference Line: 1-866-740-1260
Pass Code: 8222156 (followed by the pound key (#))

TIME	TOPIC	LEAD
9:00	<u>Welcome</u> <ul style="list-style-type: none">• Roll Call (to determine quorum)• Review Agenda• July 1 and 29, 2009 EC Meeting Notes	All
	<u>Director's Report</u> <ul style="list-style-type: none">• CRTN Update• Other Items	Bock
	<u>CRTN Committee Report</u> <ul style="list-style-type: none">• CRTN Business Model/Budget• Business Plan/Model Distribution• Other Items	Andrew Turingan
	<u>Financial Report</u> <ul style="list-style-type: none">• Report through July 31, 2009• Other Items	Turingan
	<u>Executive Manager's Report</u> <ul style="list-style-type: none">• CRTN Outreach (Caltrans D6 – Fresno)• National Height Modernization Program• Administration and other items	Canas
	<u>NGS Report</u> <ul style="list-style-type: none">• Geoid Model• Retirement at NGS	Ikehara
	<u>Contracts/Projects Status Reports</u> <ul style="list-style-type: none">• Northern San Joaquin Valley Height Modernization• Central Coast Height Modernization	Davis Ikehara
	<u>Executive Committee/Coordinating Council</u> <ul style="list-style-type: none">• EC Elections• NGS Request for Bylaw Changes• CC Membership• Fall CC Semi-annual Meeting	All
	<u>New Business</u>	All
	<u>Old Business</u> <ul style="list-style-type: none">• CA CORS/CGPS	All
11:00	ADJOURN	

CALIFORNIA REAL TIME NETWORK CONSORTIUM

AGREEMENT

This Agreement is made by and between XXX (the "Member") with offices at XXX and The Regents of the University of California, a California Corporation having its principal office at 1111 Franklin Street, Oakland, CA 94607-5200, represented by Scripps Institution of Oceanography ("SIO") at the University of California, San Diego Campus ("UCSD") with a local address of 9500 Gilman Drive, La Jolla, California 92093-0210.

WHEREAS, the Member desires to provide financial support for the **California Real Time Network (CRTN)** at Scripps Institution of Oceanography, University of California San Diego (the "Center") which is a program of SIO;

WHEREAS, the primary purpose of the Center is to provide a **real time network for spatial referencing in California** and education in the field of spatial referencing;

WHEREAS, SIO and the Member desire to cooperate in the field of **geophysical spatial referencing** with the other members of the **CRTN Consortium Advisory Board** (the Member and the other members are collectively referred to as the "Members" and individually referred to as a "Member");

WHEREAS, the Center will pursue establishing technical excellence in the following areas, as they relate to real time geodetic control network;

1. **Provide accurate and reliable real-time positioning services that are consistent and on a common reference system (California Spatial Reference System (CSRS) and National Spatial Reference System (NSRS)), and which fulfill the requirements of the California Public Resources Codes 8856(c)(e), 8857(c), and 8858(b) for GPS-derived geodetic coordinates and orthometric heights.**

WHEREAS, these **network and data** are of mutual interest to the Member and SIO;

WHEREAS, the initial services to be performed at the Center are:

1. **Provide accurate and reliable real-time positioning services.**

WHEREAS, the operating plan and program shall be determined annually by the Center Advisory Board as described business model of the CRTN;

NOW, THEREFORE, the parties agree as follows:

1. Membership

- a. Members will participate in the direction of the Center **development and operation** through representation on the Center Advisory Board. The membership fee shall be **\$15,000** per year or part thereof for a defined period of one year, **July 1, 20xx through June 30, 20xx** and shall automatically be renewed for successive one-year periods, unless this Agreement is terminated sooner in accordance with Section 13. The fee amount for the one-year renewal period(s) will be discussed at the annual meeting.

- b. The Members shall receive the following:

- (1) CRTN will provide GPS data and station metadata through various avenues such as realtime data streams as well as downloadable raw data files for static processing. RINEX files for all stations will continue to be available as they currently are from the SOPAC archive. Real time data include Multi-port Access (Only available to Consortium members):
 - a) Receiver proprietary format (as available)
 - b) BINEX format (provide by PBO-hosted stations)
 - c) RTCM versions 2.2, 2.3, 3.0 for any station
- (2) Voting Privileges: Members are part of the team that will oversee the development and management of CRTN. The basic membership fee of \$15,000 will be worth one vote with a limit of three votes for statewide members.

2. Membership Fees

- a. Payment - In accordance with Section 1, Member agrees to provide an annual payment of \$15,000. Upon execution of this Agreement, the Member shall pay the entire first year fee. An invoice for the annual Membership Fee shall be sent to the Member thirty (30) days prior to DATE of each year. ~~Payment must be made prior to the annual portfolio selection described in 1 (b) (i) above.~~

Payment shall be made to "The Regents of the University of California" and sent to the following:

The Regents of the University of California
 UCSD Central Cashier
 University of California, San Diego
 9500 Gilman Drive, Mail Code 0009
 La Jolla, CA 92093-0009

or shall be made by telegraphic transfer to:

Domestic transfer:

Receiving Bank Name: Bank of America, NA
 Account number: 1233-0-18188
 Routing (ABA) number for ACH transactions: 121000358
 Account name: Regents of the University of California, UCSD
 ACH preferred format: CTX
 Type of Account: Checking
 Address: Bank of America
 P.O. Box 37025
 San Francisco, CA 94137 USA

Foreign transfer:

Receiving Bank Name: Bank of America, NA
 Account number: 1233-0-18188
 Routing (ABA) number for foreign wire transfers: 0260-0959-3
 Account name: Regents of the University of California, UCSD Depository
 CHIPS Address: 0959
 SWIFT Address: BOAUSN
 Type of Account: Checking

IMPORTANT: MUST REFERENCE (INSERT REFERENCE NUMBER)

- b. The use of funds for the Center will be in accordance with Section 3.

3. Center Organization and Management

- a. The Center organization consists of a Center Advisory Board, a Scripps Institution of Oceanography Principal Investigator (“Center Director”), and appointed representatives of the California Spatial Reference Center (CSRC) Executive Committee.

The Center Advisory Board (“Board”) will be chaired by the Center Director and will consist of one representative from each Member and up to three representatives for a statewide Member and appointed representatives of the CSRC Executive Committee. The Board is an advisory body and shall meet at least annually to review and provide input on the policy and mission of the Center and the development and continuity of CRTN as an open, freely-available public service.

4. Rights in Data

- a. Subject to the terms of the Disclosure and Invention Rights provisions in Section 5 and the Confidentiality provisions in Section 6, SIO shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, data and information developed by the Center. Subject to the terms of the Disclosure and Invention Rights provisions in Section 5 of this Agreement, Member shall have the right to disclose, publish and use the publications, technical reports, data and information provided to Member by SIO.

5. Disclosure, Invention, and Patent Rights

- a. *Invention* shall mean any idea, process, design, concept, technique, formula, discovery, technology, or improvement, which is patentable under United States patent law, Title 35 United States Code, conceived and first reduced to practice in performance of research under this Agreement.
- b. *UCSD Invention* shall mean an Invention made by University of California-San Diego (“UCSD”) researchers performing Center research. Such UCSD Invention shall be solely owned by UCSD.
- c. *Joint Center Invention* shall mean an Invention made by one or more UCSD employees performing Center research and one or more employees of any Member(s) who do not use UCSD facilities, funds, or resources in the course of making the Invention. Such Joint Center Invention will be jointly owned by UC San Diego and each Member employing a co-inventor at the time the Joint Center Invention was conceived and first reduced to practice. Only UC San Diego is permitted to file and prosecute patent applications disclosing and claiming a Joint Center Invention.
- d. UCSD shall offer to the Members, in accordance with the provisions of the following paragraph, a time-limited first right to negotiate a commercial, royalty-bearing license to any UCSD or Joint Invention for the term of any patent thereon.

UCSD shall promptly disclose to the Members any Inventions arising under this Agreement. Member shall hold such disclosure on a confidential basis in accordance with the Proprietary Disclosure Agreement (*Appendix B* of this Agreement) and will not disclose the information to any third party without consent of UCSD. Member shall advise University in writing within sixty (60) days of disclosure to the Member whether or not it wishes to secure a commercial license. If Member elects to secure a license, the Member(s) shall assume all costs on a pro-rata share associated with patent filing, prosecuting and maintaining patent protection for such Inventions whether or not a patent ultimately issues. The Member shall have ninety (90) days from the date of election to conclude a royalty-bearing license or option agreement, limited to Members, with UCSD. Such period may be extended by mutual agreement. If no Member elects to secure such license(s), or no such license has been concluded within the ninety (90) day period or mutually agreed upon period

described above, rights to the Invention(s) disclosed hereunder shall be disposed of in accordance with UCSD policies, with no further obligation to Member(s).

6. Confidentiality

SIO and Member agree to comply with the confidentiality requirements as stated in *Appendix B*.

7. Other Research

In addition to the annual membership fee as provided for in Section 1, a Member may fund specific research projects at SIO. Funding for such projects will provide for all direct and indirect costs of the project. Further, said specific research projects will be the subject of a separate research agreement between such Member and SIO which complies with SIO policies for such research.

8. Indemnification

- a. The Member agrees to defend, indemnify and hold SIO harmless from and against any and all liability, loss, expenses, or reasonable attorneys' fees for claims for personal injury or property damages arising out of performance of the Member under this Agreement, but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for personal injury or property damages are caused by or result from the negligent or intentional acts or omissions of the Member, its officers, agents, or employees.
- b. SIO agrees to defend, indemnify and hold the Member harmless from and against any and all liability, loss, expenses, or reasonable attorneys' fees for claims for personal injury or property damages arising out of performance of SIO under this Agreement, but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for personal injury or property damages are caused by or result from the negligent or intentional acts or omissions of SIO, its officers, agents, or employees.

9. Use of Name/Publicity

It is agreed by each party that it will not under any circumstance use the name of the other party or its employees in any advertisement, press release or publicity with reference to this Agreement, without prior written approval of the other party.

10. Supplies and Equipment

In the event that SIO purchases supplies or equipment hereunder, title to such supplies or equipment shall vest in SIO.

11. Excusable Delays

In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, act of God, act of governmental officials or agencies, or any other cause beyond the control of either party (SIO or Member), such party shall be excused from performance hereunder for the period of time attributable to such delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

12. Notice

Any notice, demand, acknowledgment, or other communication made or given by either party in accordance with this Agreement shall be in writing [in the English language], and sent via facsimile with confirmation or by registered or certified mail, return receipt requested, or by courier service and addressed to the other party at its address as set forth below. Such notice shall be effective when received by the party to whom it is addressed:

If to SIO:

Nancy Wilson
Office of Contract and Grant Administration
Scripps Institution of Oceanography
University of California, San Diego
9500 Gilman Drive
La Jolla, CA 92093-0210

Phone : (858) 534-4571
Fax: (858) 534-9642

For courier delivery:

Nancy Wilson
Office of Contract and Grant Administration
Scripps Administration Building, Room 116
8622 Discovery Way
La Jolla, CA 92037

With a copy to:

CENTER DIRECTOR
ADDRESS
PHONE AND FAX NUMBERS

If to Member:

COMPLETE FOR EACH PURCHASE ORDER

13. Termination

This Agreement shall continue for a period of **one year** and shall automatically be renewed for successive **one-year** periods unless Member gives notice to SIO ninety (90) days prior to the end of each **one-year** term of its intention to terminate this Agreement at the end of the term or any extension(s) thereof. If SIO wishes to terminate this Agreement, SIO shall provide to the Member ninety (90) days notice and Member shall be refunded fees paid in advance. All notices shall be in writing and directed to the appropriate individual named in Article 12 ("NOTICE") of this Agreement. Member acknowledges ~~that SIO makes multi-year commitments of support to postdoctoral researchers and represents~~ that it has the current intention to renew this Agreement for the mutual benefit of all Parties.

Upon notice of termination, Member rights under Sections 4 and 5 are limited to those inventions disclosed to Member prior to the effective date of termination, and, provided such Member continues to maintain an active license agreement in accordance with Paragraph 5(d).

14. Most Favored Member

SIO represents and certifies that the terms, conditions, and other provisions of this Agreement are no less favorable than those provided to any other Member(s). If during the term of this Agreement any other Member has terms, conditions, or provisions which are more favorable than those contained in this Agreement, then SIO will notify the Member and provide copies thereof. At the option of the Member, all such more favorable terms, conditions, or provisions will be incorporated into this Agreement.

15. Members, Parents, Subsidiaries, and Affiliates

Any parent, subsidiary or affiliate of a Member shall have the same rights as the Member for purposes of this Agreement upon written notice from the Member to SIO specifying such parents, subsidiaries or affiliates, provided that such parents, subsidiaries or affiliates shall be legal entities which are controlled by or under common control with Member. The rights of such parents, subsidiaries or affiliates shall continue only as long as such ownership or control exists.

17. Governing Law

The validity, interpretation, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the state of California.

18. Export Compliance

SIO and Member agree to adhere to the U.S. Export Administration Laws and Regulations, as applicable. Notwithstanding the foregoing, neither party shall transfer export controlled data or information to the other under this Agreement.

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA,
On behalf of SIO

MEMBER NAME

By: _____ By: _____
(signature) (signature)

Name: Nancy A.F. Wilson
Title: Manager, Office of Contract and Grant
Administration, SIO

Name: _
Title:

Date: _____

Date: _____

10/6/08

STATEMENT OF WORK

Bylaw Changes September 2009

Executive Committee Membership for NGS State Geodetic Advisor for California

- Currently, as the Bylaws stand, there are no non-voting members. According to the Bylaws, “In total, the Executive Committee shall consist of the 13 members as follows:
 - a. The Chancellor of UCSD (or the Chancellor’s designee).
 - b. The Director of the IGPP (or the Director’s designee).
 - c. The Director of the Center.
 - d. The four officers.
 - e. The immediate past Chairperson of the Council.
 - f. Four members elected from the Council membership (excluding those members that are already Executive Committee members).
 - g. The NGS State Geodetic Advisor for California.”
- NGS requested that we make the NGS ex-officio (“by virtue or because of an office”) member non-voting to reduce the possibility of conflict of interest.

EC Proposed Changes/Issues for Discussion:

1. Create 2-3 appointed non-voting EC positions:
 - The EC may decide to appoint the NGS State Advisor, CSRC founding members (i.e. Greg), a representative of a major partner (i.e. UNAVCO, Caltrans), etc.
 - Thus, the ex-officio NGS State Geodetic Advisor for California EC member would be eliminated.
 - Closed meetings: There may be circumstances that warrant meetings or teleconferences to be closed to non-voting members.
2. If no new non-voting positions are created, then the ex-officio NGS State Geodetic Advisor for California would be changed to a non-voting member.
3. Quorum: Currently, a quorum is seven members. Should the quorum be changed?

Council Membership for Director of NGS and NGS State Geodetic Advisor for California

- Council members are accepted/appointed by the EC.
- Currently, as the Bylaws stand, there are no non-voting members. According to the Bylaws, “The following shall be ex-officio voting members of the Council.
 - a. The UCSD Chancellor or the Chancellor’s designate.
 - b. The IGPP Director or the Director’s designate.
 - c. The Director of the Center.
 - d. The Director of NGS.
 - e. The NGS State Geodetic Advisor for California.
 - f. The President of the California Land Surveyors Association.
 - g. The immediate past Chairperson of the Council’s Executive Committee.”
- NGS requested that we make the two NGS ex-officio (“by virtue or because of an office”) members non-voting to reduce the possibility of conflict of interest.

CC Proposed Changes/Issues for Discussion:

1. The deliberations regarding the EC membership may have repercussions to Council membership.
2. Voting or Non-Voting: Change the two members to ex-officio non-voting members.
3. Quorum: Change quorum from 50 percent of “non-voting” members to “voting” members.