

Dane County Contract Cover Sheet

Revised 01/2024

Res 002
significant

Dept./Division	Land Information Office		
Vendor Name	WI DOA-DIR, WLIP	MUNIS #	3839
Brief Contract Title/Description	This agreement with the WI Dept of Admin, Div. of Intergovernmental Relations, WI Land Information Program for the development of terrain data (LiDAR) for Dane County.		
Contract Term	4/2/2024 - 12/31/2025		
Contract Amount	\$137,940.00		

Contract # Admin will assign	15499
Type of Contract	
<input type="checkbox"/>	Dane County Contract
<input type="checkbox"/>	Intergovernmental
<input type="checkbox"/>	County Lessee
<input type="checkbox"/>	County Lessor
<input type="checkbox"/>	Purchase of Property
<input type="checkbox"/>	Property Sale
<input type="checkbox"/>	Grant
<input checked="" type="checkbox"/>	Other

Department Contact Information		Vendor Contact Information	
Name	Fred Iausly	Name	Peter Herreid
Phone #	698.266.4398	Phone #	608.267.3369
Email	iausly@countyofdane.com	Email	peter.herreid@wisconsin.gov
Purchasing Officer	Megan Roqan		

Purchasing Authority	<input type="checkbox"/> \$13,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$13,000 – \$44,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$44,000 (\$25,000 Public Works) (Formal RFB/RFP required)	RFB/RFP #
	<input type="checkbox"/> Bid Waiver – \$44,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$44,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	



MUNIS Req.	Req #	Org: LIO	Obj: 57472	Proj:	\$ 137,940.00
	Year	Org:	Obj:	Proj:	\$
		Org:	Obj:	Proj:	\$

Budget Amendment	
<input type="checkbox"/>	A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly.

Resolution Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	Res #	002
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.		Year
	<input checked="" type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.		

CONTRACT MODIFICATIONS – Standard Terms and Conditions		
<input type="checkbox"/> No modifications.	<input type="checkbox"/> Modifications and reviewed by:	<input checked="" type="checkbox"/> Non-standard Contract

APPROVAL	
Dept. Head / Authorized Designee	
Olson, Sam	Digitally signed by Olson, Sam Date: 2024.05.13 16:50:21 -05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
DOA:	Date In: 5/14/24	Date Out: _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

From: Goldade, Michelle
Sent: Tuesday, May 21, 2024 8:38 AM
To: Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #15499
Attachments: 15499.pdf

Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/21/2024 10:58 AM	Approve: 5/21/2024 10:58 AM
	Rogan, Megan	Read: 5/21/2024 8:38 AM	Approve: 5/21/2024 8:38 AM
	Gault, David	Read: 5/21/2024 10:16 AM	Approve: 5/21/2024 10:19 AM
	Cotillier, Joshua		Approve: 5/21/2024 10:31 AM
	Stavn, Stephanie		
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15499
Department: Land Information
Vendor: WI Dept of Administration/WI Land Information Program
Contract Description: Funding Agreement for acquisition of QL1 LIDAR data (Res 002)
Contract Term: 6/1/24 – 12/31/25
Contract Amount: \$137,940.00

Michelle Goldade

Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

2024 RES-002

**AUTHORIZING A FUNDING AGREEMENT FOR THE ACQUISITION OF QL1 LIDAR
BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF ADMINISTRATION,
DIVISION OF INTERGOVERNMENTAL RELATIONS,
WISCONSIN LAND INFORMATION PROGRAM
AND
DANE COUNTY**

The Wisconsin Department of Administration, Division of Intergovernmental Relations (DOA-DIR), Wisconsin Land Information Program (WLIP) has contracted with the United States Geological Survey (USGS) 3D Elevation Program (3DEP) to acquire QL1 LiDAR data for five counties in the State of Wisconsin that includes Dane County. The total cost of the project for the five counties is \$1,200,375.00 for the QL1 data collection and processing. As part of this project Dane County is required to provide a cost share of \$137,940.00. The WLIP will administer local agreement with participating counties.

NOW, THEREFORE, BE IT RESOLVED, that the agreement is approved between Dane County and the DOA-DIR, WLIP, for the period through December 31, 2025; and

NOW BE IT FINALLY RESOLVED that the County Executive and County Clerk are authorized to sign the contract.

15499

**FUNDING AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
AND
DANE COUNTY**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations (“**Division**”), Department of Administration (“**Department**”), representing the State of Wisconsin (collectively “**State**”), and **DANE COUNTY** (“**County**”) with a SAM ID of **M7DYJMKQ9MH7**, for the Performance Period of the date this agreement is signed by the State through **December 31, 2025**.

WHEREAS, on behalf of the State, the Department administers the Wisconsin Land Information Program (“**Program**”) through the Division to provide funds for eligible activities; and

WHEREAS, the Department has submitted a proposal to the United States Geological Survey, United States Department of the Interior (“**USGS**”) to request assistance from the USGS 3D Elevation Program in acquiring QL1 LiDAR data for the County and other Wisconsin counties, at a total cost of **\$1,262,167.54** (the “**Project**”); and

WHEREAS, as part of the Department’s proposal to USGS, the County provided a commitment to the Department to act as a full and willing partner in the Project, guaranteeing a contribution in the amount of **\$137,940** toward the total cost of the Project; and

WHEREAS, USGS has recommended the Project for funding and has entered into a Joint Funding Agreement with the Department, which requires the Department to provide USGS with a non-federal cost share (\$518,377.36), together with an additional 6% for required administrative costs (\$31,102.64), for a total nonfederal contribution of \$549,480.00; and

WHEREAS, the Project will be administered by USGS and all work will be contracted by USGS; and

WHEREAS, the LiDAR data produced will be processed to produce elevation products that will be placed in the public domain and will be made available for viewing and download through the USGS National Map; and

WHEREAS, the County will be a beneficiary of the LiDAR data to be acquired as a result of the Project, which will benefit county and municipal planning and zoning, land conservation, utilities, roads, and economic development, and the County therefore has committed to provide Error! No document variable supplied. **dollars (\$137,940)** toward the total nonfederal contribution which the Department is required to provide; and

WHEREAS, in executing the Joint Funding Agreement with USGS, the Department relied on the above funding commitment from the County and on similar funding commitments from the other counties which are part of the Project, and Department staff will be facilitating the Project with USGS and performing other functions as prescribed under the Joint Funding Agreement with USGS, and the County will be a beneficiary of these efforts; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous agreements between the County and the State and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1-16 and Attachments A–B which are annexed and made a part hereof:

Attachment A – Department of Administration Funding Proposal to USGS
Attachment B – USGS Joint Funding Agreement

IN WITNESS WHEREOF, the Department and the County have executed this Agreement as of the date this Agreement is signed by the Department.

DANE COUNTY

**STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL
RELATIONS**

BY: _____

BY: _____
Dawn Vick

TITLE: _____

TITLE: **Administrator** _____

DATE: _____

DATE: _____

TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Mike Friis**, or their designee and who shall represent the Department’s interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The County’s employee responsible for the administration of this Agreement shall be **Todd Violante**, who shall represent the County’s interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period starting with the date this agreement is signed by the State through **December 31, 2025** (the “Performance Period”).

ARTICLE 3. FUNDING COMMITMENT

The County hereby commits to pay the amount of **\$137,940** as its share of the State’s total nonfederal contribution for the Project (\$549,480.00).

No later than **June 30, 2024**, the Department will invoice the County for the whole amount listed above. The County shall pay this amount to the Department **no later than 30 days after receipt**.

The Department will collect and aggregate funds as necessary from all other county participants listed in Attachment A and will pass those funds to the US Geological 3DEP Program as needed for completion of products listed in Attachment A, by USGS and its contractors. The Department will act as liaison to USGS for the duration of the Project and will facilitate the project with USGS and perform other functions as required by the Joint Funding Agreement with USGS.

Special requirements apply to LiDAR product specifications as detailed in Attachment B. The County acknowledges these requirements and agrees to abide by them.

ARTICLE 4. METHOD OF PAYMENT

Payment shall be by the County to the Department upon receipt of an invoice and sent to the address indicated on the Department’s invoice.

ARTICLE 5. REIMBURSEMENT OF FUNDS

If funds received by the Department from the County are not passed through to USGS for any reason, the Department shall return such funds to the County, subject to proration at the sole discretion of the Department. Any such proration shall ensure that all counties which provide funds to the Department for the Project receive their proportionate share of any such funds not passed through to USGS.

Once funds received by the Department from the County have been aggregated and passed through to USGS, any excess funds that may be returned to the Department by USGS, and which are not otherwise required by law to be retained by the State or obligated for any other purpose, shall be returned to the County. Any such reimbursement shall be subject to proration as needed to ensure that all counties which are entitled to reimbursement shall receive their proportionate share of such excess funds.

The Department retains the right, under the Joint Funding Agreement with USGS, to work with USGS to determine alternate uses for excess funds other than such funds being returned to the Department, including, but not limited to, authorizing the Project to be re-scoped or a new task order issued.

The County agrees that any reimbursement of funds received by Department from the County under this Agreement, apart from the specific terms set forth in this Section, is subject to the Department's sole discretion. None of the other terms or conditions of this Agreement shall be interpreted to create any other right of reimbursement of funds provided to Department under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

The Department may terminate this Agreement at any time with or without cause upon thirty (30) days' written notice to the County.

The County may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the County shall make available to the Department program records, equipment, and any other programmatic materials.

In the event the Agreement is terminated, for any reason whatsoever, the Department shall refund to the County any reimbursement that may be required by Article 5, Reimbursement of Funds.

ARTICLE 7. LEGAL RELATIONS AND INDEMNIFICATION

The County shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the performance of its obligations under this Agreement.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the County thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The County shall indemnify and hold harmless the Department and all of its officers, agents and employees from any liability to the USGS or United States Department of the Interior which may arise from any failure by the County to timely pay to the Department the full amount of the County's funding commitment as required by this Agreement. The County shall not be liable for any failure to pay by another county pursuant to a similar agreement with the Department.

Neither the Department nor any of its officers, agents and employees shall be liable to the County for any claim, damages, or any other liability which may be based upon any failure by USGS to complete the Project as expected or as set forth in Attachments A and B. The Department's liability shall be limited to the acts or omissions of its officers, employees and agents while acting within the scope of their employment, where protection is afforded by sections 893.82 and 895.46(1) of the Wisconsin Statutes.

ARTICLE 8. ASSIGNMENT OF AGREEMENT

Neither party shall assign all or any part of its rights, duties, or obligations under this Agreement without prior written approval of the other party.

ARTICLE 9. AMENDMENT

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

ARTICLE 10. APPLICABLE LAW, CHOICE OF LAW, VENUE

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States.

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be in Dane County, Wisconsin.

ARTICLE 11. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this Agreement.

ARTICLE 12. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 13. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 14. EXAMINATION OF RECORDS

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the County's premises any directly pertinent records and computer files of the County involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the County shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained for four years by the County following the end of the Performance Period. The County shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the County of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the County and shall be reimbursed by the Department.

ARTICLE 15. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats., or national origin.

The above provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the State of Wisconsin's nondiscrimination law.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee shall hire only on the basis of merit and shall not discriminate against any persons performing work under the grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

ARTICLE 16. SURVIVAL

The terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Parties have completed and are in compliance with all the requirements of this Agreement.

**U.S. Geological Survey
Data Collaboration Announcement (DCA) for 3D Elevation Program (3DEP)**

3DEP-A: 3DEP DCA Project Summary Form

*Instructions: Enter text or value as appropriate. Where prompted, **hit TAB** to register the entry and calculate values in other parts of the project summary form.*

Organization: Wisconsin Department of Administration	Date: 1/4/2024
Organization DUNS Number: 80-903-57	Small Business: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
First Name: Michael	Last Name: Friis
Title: Program and Policy Chief	
Street Address: PO Box 9844, 101 E Wilson St	
City: Madison	State: WI Zip Code: 53708
Email Address: michael.friis@wisconsin.gov	Phone: (608) 267-7982
Additional Details or Clarifications: For questions contact Jim Giglierano GIO 608-267-6902 jim.giglierano@wisconsin.gov	

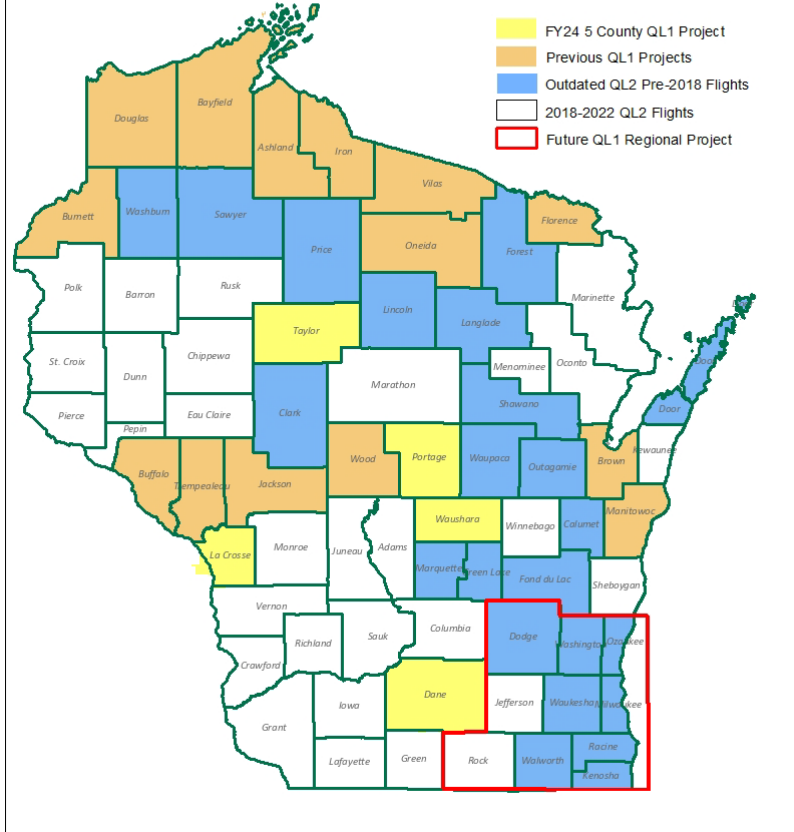
GENERAL PROJECT INFORMATION

Project Title: <i>300 characters maximum</i>	2024 Wisconsin High-resolution Lidar Data Collection - 5 county REVISED
Project Summary: <i>3000 characters maximum</i>	<p>Please provide a summary of your project. The summary should include purpose and justification of proposed data acquisition and relationship of project to existing, in-work, or planned data acquisitions.</p> <p>The Wisconsin Land Information Program (WLIP) requests assistance from the USGS 3D Elevation Program (3DEP) to acquire QL1 LiDAR data for five counties, Dane, La Crosse, Portage, Taylor and Waushara. Total project area is 4268 square miles. This is a revised and resubmitted proposal.</p> <p>Total project cost for data collection is \$1,200,375.00. Project partners (the five counties plus WisDOT) are contributing \$518,377.37 (43%) for the QL1 data collection and processing. Request to 3DEP is for \$681,997.63 (57%) to match the local partners cost share. Other significant in-kind costs for project administration and contract management by the individual counties and DOA are not listed in this proposal, but represent a substantial contribution to the overall effort. The Wisconsin partners are also contributing an additional 6% for required project administrative costs (\$31,103.63). Additional funding is expected from NRCS and is not included (per their instructions) in the Partner</p>

	<p>Funding Table.</p> <p>Local contributing partners include the counties of Dane, La Crosse, Portage, Taylor and Waushara for QL1. All are reflight of areas older than 5 years.</p> <p>Maturity of Proposal Funding Sources: County funding for land information comes from a variety of sources. A large portion is from register of deeds fees that may only be spent on land information, as per Wisconsin statute. DOA administers these fees through the WLIP, which enables counties to develop, operate, and maintain a basic land information system. Through ongoing WLIP funding, counties in Wisconsin provide mature and stable funding partners. Other local partners provide additional assistance to counties.</p> <p>Past Performance/Future Plans: This application is the tenth 3DEP proposal coordinated by DOA/WLIP. From 2015 to 2020, 29 counties have completed LiDAR using the cooperative agreement approach covering 25,888 sq. miles. In FY21, FY22 and FY23, 22 more counties were acquired through GPSC projects, covering 19,621 sq. miles. This project award will continue to replace outdated lower resolution elevation information in areas that have experienced significant landscape changes since the initial acquisitions. Higher resolution collections are requested in order to capture more above ground features, especially forest biomass that can be used in local carbon sequestration projects on federal, state, county and private forest and agland holdings. Wisconsin is planning to develop 3DHP proposals in the near future and the added density of QL1 lidar points will be critical for creating accurate hydro-enforced DEMs in forested wetland areas. Wisconsin's 3DHP and 3DEP data will strongly support USGS's vision for the 3D National Topographic Model (3DNTM).</p> <p>WLIP will administer local agreements with participating counties and WisDOT to collect local match funds to send to 3DEP in order to complete the lidar acquisition through the 3DEP GPSC program.</p>
<p>Project Synopsis: <i>1000 characters maximum</i></p>	<p>The USGS releases a list of projects receiving funds from the 3DEP. Please provide a short synopsis of your project suitable for publication should your project be selected.</p> <p>The Wisconsin Land Information Program (WLIP) in partnership with Wisconsin counties and WisDOT will continue to update LiDAR statewide through the USGS 3DEP Program. In 2024, QL1 LiDAR data for five Wisconsin counties will be collected by USGS through a GPSC acquisition. The project area supports local data needs by the DOT, DNR, county government, private business and more. The 2024 round of data collections will update areas of the state that have experienced significant landscapes changes due heavy rains leading to localized flooding, and/or riverine flooding along the Mississippi and other rivers. Local contributing partners include Dane, La Crosse, Portage, Taylor and</p>

<p><i>Acknowledgement required; please read and check box</i></p>	<p>Waushara Counties.</p> <p><input checked="" type="checkbox"/> The applicant agrees to the release of this project summary should this project submission be selected.</p>
<p>Lidar Case Studies:</p> <p><i>Acknowledgement required; please read and check Yes or No</i></p>	<p>The USGS is interested in how recipients utilize lidar data to support their mission or business objectives. If this project is selected, do you give permission for the USGS to contact you following project completion to ask questions about the utilization of the lidar data?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Project Map:</p>	<p>Insert a JPEG or other picture by clicking on the center of the image box below or by using copy (Ctrl-C) & paste (Ctrl-V).</p>

Wisconsin Statewide QL1 Lidar Projects FY24 Transition to Regional



GEOGRAPHIC EXTENT OF PROJECT

Project GIS File: A vector GIS file defining the location and coverage area of your project is required for project submission. Your project area must be represented by a polygon in shapefile, GeoPackage, or KML/KMZ format. **The file name should use the following naming convention: ST_Geographic_Description** where:

ST = State Abbreviation (e.g., AL or UT); AND
 Geographic Description (e.g., Blue_Arrow_Middle_Counties or Eastern_Utah_6_Counties)

Note: The minimum shapefile components required are: .shp, .sbx, .dbf, .prj

<p>3DEP Project Boundary Creation and Delivery Scheme:</p> <p><i>Acknowledgement required; please read and check box</i></p>	<p>The project shapefile, GeoPackage, or KML/KMZ file must be expanded to add a 100-meter buffer to comply with the Defined Project Boundary (DPA) of the 3DEP Lidar Base Specification. The final data will be delivered to the USGS and the partner in a spatial reference system and tiling scheme of the applicant's choice. The spatial reference system must be registered with the European Petroleum Survey Group (EPSG). See Form 3DEP-B: <i>Instructions for Creating 3DEP Defined Project Area and Tile Delivery Scheme</i> for details.</p> <p><input checked="" type="checkbox"/> A project vector GIS file with proper file name and format has been submitted as a part of the project submission package. The project has been expanded to the DPA and is in the spatial reference system of choice.</p>
<p>State(s):</p>	<p>Wisconsin</p>
<p>Geographic Extent:</p>	<p><input checked="" type="checkbox"/> County(ies) Please specify: <u>Dane, La Crosse, Portage, Taylor and Waushara</u></p> <p><input type="checkbox"/> Watershed Please specify: _____</p> <p><input type="checkbox"/> Other Please specify: _____</p>
<p>Square Miles:</p>	<p>4268 <i>Note: Please hit TAB after entering square miles to auto-populate "Square Miles" field in project finance tables.</i></p>
<p>Additional Details and Clarifications:</p>	

DATA ACQUISITION TIMELINE

<p>Data Acquisition Timeline:</p> <p><i>Select only one option</i></p>	<p><input checked="" type="checkbox"/> Spring 2024</p> <p><input type="checkbox"/> Fall 2024 / Winter 2025</p> <p><input type="checkbox"/> Other: _____</p>
<p>Additional Details or Clarifications:</p>	

DATA SPECIFICATION

Data must adhere to the most current USGS Lidar Base Specification (<https://www.usgs.gov/3dep/lidarspec>). If a new edition of the specification is released during the open period of the DCA, opportunities to migrate to the revised specification will be discussed and agreed upon prior to GPSC task order or cooperative agreement award.

<p>Project Will Be Collected To: <i>Select only one option</i></p>	<p><input type="checkbox"/> QL2</p> <p><input checked="" type="checkbox"/> QL1</p> <p><input type="checkbox"/> QL1 / QL2 combination (Provide details and/or delineate QL1 and QL2 Areas on project graphic and in project GIS file)</p> <p><input type="checkbox"/> Other: _____</p>
<p>Additional Details or Clarifications:</p>	

DATA DELIVERABLES

Standard 3DEP deliverables are defined in the most current USGS Lidar Base Specification (<https://www.usgs.gov/3dep/lidarspec>).

<p>Final Project Deliverables:</p>	<p>Standard period of performance for lidar data acquisition projects is 18 to 24 months. Project deliverables are required at the end of the period of performance.</p>
<p><i>Acknowledgement required; please read and check box</i></p>	<p><input checked="" type="checkbox"/> The applicant agrees to provide all project deliverables to the USGS without use restrictions upon final acceptance of the project deliverables from lidar data acquisition contractor.</p>
<p>Additional Data Acquisition Conditions and/or Products and Services:</p>	<p>Additional data acquisition conditions and/or products and services are available. The cost of variations from the USGS Lidar Base Specification are the sole responsibility of the applicant.</p> <p><input checked="" type="checkbox"/> The applicant does not require any additional data acquisition conditions or products or services.</p>

Select if additional products are required

The applicant anticipates the need for additional data acquisition conditions and/or products and services generated from the lidar data. It is recommended the applicant research technical requirements and costs of additional products and services prior to project submission. **The cost of any additional requirements and products and services are the sole responsibility of the applicant and will be incorporated into partner funding agreement(s).** For those applicants submitting projects to use the Geospatial Products and Services Contracts (GPSC), the following additional products may be available (**check all that apply below**):

Data Acquisition Conditions:

- Coastal tide coordination
- Leaf-on
- USFS guaranteed 50% sidelap
- Multiple coordinate reference systems

Additional Products and Services:

- Additions to the minimum lidar classification scheme (i.e., additional point cloud classifications)
- Additions to the hydro-flattening requirements for inland lakes and ponds
- Additions to the hydro-flattening requirements for inland rivers and streams
- First return DSM (non-hydro-flattened)
- Machine generated contours
- Machine generated building footprints
- Hillshades
- Other Please specify: _____

Requests for additional products and services should be documented in Form 3DEP-C: *Request for Preliminary Independent Government Cost Estimate (IGCE)* to assure consideration of these additional costs in the Independent Government Cost Estimate (IGCE) and recognition by all funding partners of the full project costs.

APPROACH TO DATA ACQUISITION

<p>Project Approach: <i>Select only one option</i></p>	<p>USGS Geospatial Products and Services Contracts (GPSC) Applicant enters into agreement with the USGS GPSC to acquire data. The USGS National Geospatial Program’s preferred method of data acquisition is through the GPSC, a multiple award data acquisition vehicle that is designed to utilize the team of firms on the contract for services needed to accomplish 3DEP data acquisition. <i>Continue project summary form on page 6.</i></p> <p><input checked="" type="checkbox"/></p>
	<p>Cooperative Agreement Applicant manages lidar data acquisition (<i>Technical Approach is <u>required</u> on page 7</i>). <i>Continue project summary form on page 7.</i></p> <p><input type="checkbox"/></p>

Project Approach: USGS Geospatial Products and Services Contracts (GPSC)

<p>Suggested Source (Optional if Selected Project Approach is GPSC): <i>300 characters maximum</i></p>	<p>(Optional) Please identify a suggested GPSC contractor if one has participated in the planning or partnership of this project. Only one GPSC contractor can be identified. If a suggested source is identified a rationale must be provided below.</p> <p>NV5 Geospatial, GPSC Contract # 140G0221D0012 Wisconsin DOA requests that NV5 Geospatial, GPSC Contract # 140G0221D0012 be selected to perform the lidar data acquisition and processing requested in this DCA application.</p>
<p>Rationale for Suggested Source (Only for GPSC): <i>3000 characters maximum</i></p>	<p>Provide a rationale for the suggested source.</p> <p>The NV5 Geospatial (NV5G) team worked closely with the State of Wisconsin and our county partners throughout the design, planning, and cost modeling phases of developing this DCA application. NV5G provided subject matter expertise to help us understand the quality level of lidar and flight parameters that will best meet our needs. The NV5G team has assisted the state of Wisconsin with identifying and securing potential funding sources and partners on an ongoing basis since 2015. The cost model was developed for this application by NV5G to mirror the level of effort required to achieve our project and program objectives. Finally, NV5G assisted the State of Wisconsin in the preparation of our application.</p> <p>NV5G has acquired and processed more 3DEP compliant Lidar data in the State of Wisconsin than any other GPSC Contractor. It has supported the State and County lidar program through cooperative agreement and GPSC contracting mechanisms, including the last nine 3DEP proposals coordinated by DOA/WLIP. From 2015 to 2023, NV5G has worked with the State to complete LiDAR projects covering 51 counties and 45,000 square miles.</p> <p>NV5's GPSC4 Surveying and Processing Team member, Ayres Associates, with local offices throughout Wisconsin supports cost effective mobilization of survey crews to perform the required ground control supplemental and QC check point surveys. NV5G and Ayres Associates have worked with the State</p>

and local partners to build partnerships, educate and support technical and costing model development.

Finally, NV5G airborne acquisition base of operations is located within the State of Wisconsin providing maximum responsiveness during the acquisition window in response to challenging weather and ground conditions while also minimizing mobilization time and associated expenses

Project Approach: Cooperative Agreement

**Technical Approach
(Only for
Cooperative
Agreement):**

*5000 characters
maximum*

Please provide a qualifications statement describing your proposed technical approach for acquiring and performing quality assurance of lidar data and derived products. Include information on your approach to selecting a vendor. If a vendor has already been selected, please provide a short summary of the vendor's experience and past performance as related to the acquisition and processing of lidar data that meets the most current USGS Lidar Base Specification (<https://www.usgs.gov/3dep/lidarspec>).

PROJECT FINANCES

The cost of lidar data acquisition varies based on geographic extent, terrain, and vegetative cover. This cost includes data acquisition, data processing, vendor quality assurance/quality control (QA/QC) and additional products and services as appropriate. For applicants proposing to manage their own contract for data acquisition, the cost of any additional products and services should not be included in the 3DEP funding request. Applicants must include an ESTIMATED cost of their project by utilizing of one of the following options:

- A preliminary Independent Government Cost Estimate (IGCE) from the USGS Geospatial Products and Services Contracts (GPSC) Commercial Partnership Team. See Form 3DEP-C: *Request for Preliminary Independent Government Cost Estimate (IGCE)* for details.
- An estimate received from a lidar data acquisition vendor.
- An estimate from another source together with an explanation of how the estimate was obtained.

The estimate should include the costs for the entire project. The USGS will complete an independent review during the evaluation period to determine if the proposed cost estimate reflects valid industry cost for the specific geographic area and reflects a good value to the government. **In addition to the data acquisition cost, applicants opting for data acquisition through the GPSC will be subject to a 6% assessment on the value of their financial contribution. This assessment covers the cost of contract management. The final cost of the project will include the data acquisition cost plus the assessment.** The project funding table below calculates the assessment automatically.

<p>Estimated Cost Over Entire Project Area: <i>Select Only One Option</i></p>	<p><input type="checkbox"/> The applicant is using a preliminary Independent Government Cost Estimate (IGCE) per Form 3DEP-C: <i>Request for Preliminary Independent Government Cost Estimate (IGCE)</i> received from the USGS Geospatial Products and Services (GPSC) Commercial Partnership Team to estimate lidar data acquisition, processing, and vendor QA/QC costs.</p>
	<p><input checked="" type="checkbox"/> The applicant is using an estimate from a lidar data acquisition vendor or an alternate figure to estimate project data acquisition, processing, and vendor QA/QC costs.</p> <hr/> <p>Please provide an explanation of how estimated cost was derived.</p> <p>A request to provide a cost estimate was made to GSPC contractor NV5G on 9/19/23 and returned to DOA on 9/27/23.</p>

<i>The applicant should select only one option. If the applicant has been provided with a total ESTIMATED cost, use Option 1; if the applicant has a cost per square mile, use Option 2.</i>	Square miles	Cost per square mile	Total ESTIMATED Costs
Option 1: Provide Total Estimated Costs	4268	\$ 281.25	<u>\$1,200,375.00</u>
OR			
Option 2: Provide Cost Per Square Mile	4268	_____	\$ 0.00

Hit TAB to complete input.

Proposed Funding

Applicant shall enter the proposed funding partners, the amount each partner proposes to contribute to the project, and the total funding available from partners. The applicant is also asked to provide the certainty of each partner’s contribution. Each proposed funding partner must complete Form 3DEP-D: *Applicant Validation of Funding Partners*. All 3DEP-D forms shall be included as part of the project submission package.

Project Approach	GPSC	Total Estimated Project Cost <i>(From Previous Page)</i>		\$1,200,375.00		
Funding Partner(s)						
Name(s)	Type (Federal or Non-Federal)	Proposed Total Contribution	If Project Approach = GPSC, 6% Assessment	Amount to Lidar Data Acquisition and Validation	Certainty of Contribution (Guaranteed or Pending)	If Funding is ‘Pending’ (i.e., Not Yet Guaranteed); Note Date (MMM YYYY) when Funding Decision will be Final
Dane County	Nonfederal	\$137,940.00	\$7,807.92	\$130,132.08	Guaranteed	
Portage County	Nonfederal	\$91,410.00	\$5,174.15	\$86,235.85	Guaranteed	
Waushara County	Nonfederal	\$70,840.00	\$4,009.81	\$66,830.19	Guaranteed	
La Crosse County	Nonfederal	\$60,060.00	\$3,399.62	\$56,660.38	Guaranteed	
Taylor County	Nonfederal	\$109,230.00	\$6,182.83	\$103,047.17	Guaranteed	
Wisconsin DOT	Nonfederal	\$80,000.00	\$4,528.30	\$75,471.70	Pending	Jan 2024
Funding Partner Totals <i>(From Above)</i>				\$518,377.37	43%	% Cost Share for 3DEP Base Data
Funds Requested from 3DEP				\$681,997.63	57%	% Cost Share for 3DEP Base Data
Total Combined DCA Contributions			Federal	\$681,997.63	57%	% Cost Share for 3DEP Base Data
			Nonfederal	\$518,377.37	43%	% Cost Share for 3DEP Base Data

Hit TAB to complete input.

PAST PERFORMANCE

**Past Performance
(Primary Applicant):**

750 characters maximum

Please provide a summary of the applicant's history of managing large data acquisitions with multiple funding partners.

WDOA/WLIP has managed nine 3DEP projects since 2015 covering 45,000 square miles and 51 counties in Wisconsin. The first six projects were awarded as co-op agreements with DOA passing 3DEP funding to individual county projects. Counties contracted with Ayres Associates. as prime. In FY21, the project switched to using GSPC, which required DOA to collect partner funds from counties and send them to USGS. Besides the individual county partners, other sources of funding managed by WLIP came from tribes, NRCS WI state office, US Forest Service, Wisconsin DNR and BIA. WLIP has also actively participated in other 3DEP and FEMA led projects in the state. All 72 Wisconsin counties have acquired QL2 lidar or better as of spring 2022.

ADDITIONAL PROJECT DETAILS OR CLARIFICATIONS

1500 characters maximum

Resubmittal justification:

This proposal was originally submitted during the regular FY24 application process and rejected. To address funding concerns brought up with the FY24 application, WDOA contacted additional state partners in December including WisDOT Protogrammetry Unit and the Wisconsin NRCS State Office. WisDOT's contribution is considered pending until a manager's meeting in late January. WDOA was directed to not enter NRCS contribution separately in the table of "Proposed Funding" but for now consider it as part of "Funds Requested of 3DEP". The NRCS 3DEP HQ rep will work with USGS to contribute additional funds to reduce the USGS contribution.

To address the continuity/adjacency concern, Wisconsin's lidar program is in transition from the statewide completion of QL2 in FY22, to a region-based QL1 update approach (see the updated project map on page 3 above). The first regional proposal will be next year in FY25 to cover 7-10 southeast counties (red outline). The current FY24 5 county project (yellow areas) adds additional continuity to previous QL1 projects in central Wisconsin (orange areas). In future years, regional projects will continue to cluster adjacent to previous QL1 counties while updating QL2 areas collected early in the program (blue areas).

WDOA is in early stages of planning for 3DHP, which will contribute to a robust 3DNTM. We are planning our first 3DHP project submission to the FY25 DCA.

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United States Department of the Interior

United States Geological Survey
National Geospatial Technical Operations Center

U.S. Geological Survey U.S. Geological Survey
1400 Independence Road PO Box 25046 MS 510
Rolla, MO 65401 Denver, CO 80225

Customer #: 6000007695

Agreement #: 24EGJFAWI001

TIN#: 39-6028867

Fixed Cost: No

Joint Funding Agreement

For

2024 Five County Lidar Acquisition in Wisconsin

This agreement is entered into as of the 08 day of March, 2024 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF INTERIOR party of the first part, and Wisconsin Department of Administration, party of the second part.

- 1) The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation to collect QL1 lidar for five (5) counties in Wisconsin (Dane, La Crosse, Portage, Taylor and Waushara).

herein called the program, see attached statement of work. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.

- 2) The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of: \$ 0.00

- a) by the party of the first part during the period

Amount	Date	Date
<u>\$ 0.00</u>	<u>Date of Last Signature</u>	<u>To 03/01/2027</u>

- b) by the party of the second part during the period

Amount	Date	Date
<u>\$ 549,480.00</u>	<u>Date of Last Signature</u>	<u>To 03/01/2027</u>

- c) Additional information on other potential partners contributing to this program through separate agreements with USGS (participants and funding amounts are projected and are subject to change):

Participant	Amount
USGS	\$ 351,228.79
NRCS	\$ 361,458.75
Estimated Total of Separate Agreements:	\$ 712,687.54

- d) All contributions are subject to the 6% on NET GPSC special rate assessment which will be deducted from the dollar figure in section 2b. This assessment is to cover GPSC (Geospatial Products and Services Contract) program management and oversight.
- e) The National Geospatial Program provides leadership for USGS geospatial coordination, production and service activities. The Program engages partners to develop standards and produce consistent and

accurate data through its National Map Liaisons. Operational support is provided by the National Geospatial Technical Operations Center. These and other Program activities that are essential to the National Spatial Data Infrastructure (NSDI) are managed as a unified portfolio that benefits geospatial information users throughout the Nation.

- f) This Agreement can be changed or amended only by a written instrument signed by the Parties. This Agreement may be terminated by either Party on sixty (60) days written notice to the other Party. In the event of an early termination, USGS shall be reimbursed for any completed work or work in progress on the effective date of termination (i.e., when the Agreement actually terminates following the receipt of written notice from the other Party). Any unspent advanced funds will be returned to Partner. The USGS shall provide a copy of the outcomes completed as of the effective date of termination in the event of an early termination of the Agreement.
- 3) The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
- 4) The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
- 5) The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
- 6) During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party with compensation to USGS for work performed to that point.
- 7) The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8) Each Party is free to publish the information and data developed in the performance of the statement of work (SOW). The Parties acknowledge that scientific information and data developed using USGS funds or contracts as a result of the SOW are subject to applicable USGS Fundamental Science Practices (FSP) review, approval, and release requirements, which are available in [Survey Manual Chapter 502.4, Fundamental Science Practices: Review, Approval, and Release of Information Products](#). The USGS is required to provide timely public access to the results of scientific information and data that does not contain sensitive protected information. Data and associated metadata will be open format and publicly accessible. The data and metadata will also be open access and machine readable in accordance with USGS FSP requirements available in [Survey Manual Chapter 502.7, Fundamental Science Practices: Metadata for USGS Scientific Information Products Including Data and Survey Manual Chapter 502.8, Fundamental Science Practices: Review and Approval of Scientific Data for Release](#).
- 9) USGS will issue billings utilizing Department of Interior Bill for Collection (form DI-1040). The USGS will submit invoices by the following prescribed schedule:

Quarterly:

April 2024 \$6,000; July 2024 \$100,000; September 2024 \$200,000; January 2025 \$200,000; April 2025 \$43,480; independent of product delivery and expenses.

Payments of bills are due within 60 days of the billing date. If not paid by the due date, interest will be charged at the U.S. Treasury Current Value of Funds Rate for each 30-day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983.)"

- 10) The Task Order issued by USGS to the selected GPSC Contractor provides full details regarding project collection requirements and resulting deliverables. A copy of the Task Order will be provided to the partner prior to the Request for Proposal.
- 11) Every effort will be made to award contract(s) to complete the objective of this program. However, if the total funding amount is not sufficient to complete the work as described, then adjustments will be made to either obtain additional funding or the project will be re-scoped to the mutual satisfaction of all stakeholders. Partners will be notified of any excess funds after task award. Upon notification, partners have 30 days to choose, in collaboration with USGS, to have excess funds applied to a re-scoped or new task order. If Partners do not make a decision within 30 days, the excess funds will be returned to the Partners.

- 12) If the objectives of this program require airborne acquisition or field work and that data acquisition cannot be completed during a single season due to unacceptable capture conditions, then it is possible that the remaining AOI would be acquired during the next suitable collection window which may or may not be in the same calendar year.
- 13) If the objectives of this program require airborne acquisition or field work and that data is to be collected over military properties, then DoD clearance may be required. The USGS GPSC contractor is responsible for obtaining all required DoD clearances and notifying the USGS Contracting Officer's Representative and USGS Technical Point-of-Contact of any restrictions. Should unexpected restrictions affect access to data over military properties, then only federal funds will be applied to those areas.
- 14) Data acquired concerning federally recognized Tribal lands may not be published by the USGS if the Tribe objects in writing to public release of any products identified by the Tribe as sensitive protected information resulting from remotely sensed data acquisition over their lands. All other project area data outside of the Tribal lands boundaries will be published. USGS may use the restricted data internally and/or provide a copy of the restricted data to federal agencies for their internal use. All non-federal entities must receive written permission from the Tribe to receive a copy of the restricted data regardless of their status as a funding partner. Entities who receive a copy may not further distribute the restricted Tribal data.
If USGS receives a FOIA request for the data, we will work with the Tribe to protect the data from release under the FOIA to the best of our ability under the law. However, after our FOIA Office reviews any such request and after appropriate coordination with the Tribe and consultations and discussions with the Office of the Solicitor, Division of Indian Affairs and Division of General Law, it may be determined that USGS has no legal basis to protect the information. Also, in the event that USGS were to deny such a FOIA request, USGS's decision could be overturned on appeal by the Department of the Interior's FOIA Appeals Office or by a federal court.
- 15) Regarding any agreements that are associated with, or become associated with Data Collaboration Announcement (DCA) proposals for 3DEP and 3DHP projects prior to DCA selection, the execution of this agreement does not guarantee any commitment of USGS funds, nor does the execution of the agreement constitute greater consideration of any related proposal under the DCA selection process.

**U.S. Geological Survey United States
Department of the Interior**

USGS Point of Contact

Name:	Mitch Bergeson
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USGS Billing Contact

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Telephone:	(573) 308-3814
Email:	janselm@usgs.gov

**Wisconsin Department of
Administration**

Partner Point of Contact

Name:	Peter Herreid
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Email:	peter.herreid@wisconsin.gov

Partner Financial Contact

Name:	Michael Friis
Address:	WDOA – Program Manager 101 E. Wilson St., 9th Floor Madison, WI 53703
Telephone:	(608) 267-7982
Email:	michael.friis@wisconsin.gov


Signatures and Date

Signature: **KIMBERLY MANTEY** Digitally signed by
KIMBERLY MANTEY
Date: 2024.03.08
15:54:20 -07'00'

Date: _____

Name: Kim Mantey

Title: Director, USGS-NGTOC

Signature:  Digitally signed by
Dawn Vick
Date: 2024.03.06
15:54:22 -06'00'

Date: _____

Name: Dawn Vick

Title: Administrator, WI DOA