

**VILLAGE OF WINDSOR  
VILLAGE BOARD RESOLUTION 2024-24**

**APPROVAL AUTHORIZING THE EXECUTION OF A MEMORANDUM OF AGREEMENT WITH THE  
COUNTY OF DANE FOR PARTICIPATION IN THE FLY DANE 2024 PROJECT**

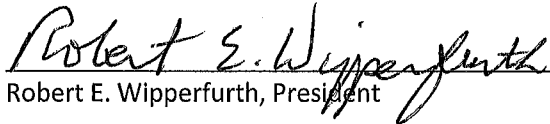
**WHEREAS**, Dane County Land Information Office has contracted for the production of 3-inch resolution color imagery data for Dane County; and

**WHEREAS**, the Village Board of the Village of Windsor desires to acquire the 3-inch resolution color imagery data from Dane County, and Dane County is willing to provide the data to the Village of Windsor in exchange for the Village of Windsor participating in the costs of producing the 3-inch resolution color imagery data; and

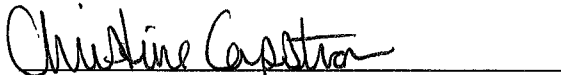
**NOW, THEREFORE, BE IT RESOLVED** by the Village Board of the Village of Windsor that it hereby authorizes the execution of the Memorandum of Agreement with Dane County as attached hereto as Exhibit A.

The above and foregoing Resolution was duly adopted at a meeting of the Village Board of the Village of Windsor held on March 7, 2024, by a vote of 4 in favor and 0 opposed.

**VILLAGE OF WINDSOR**

  
Robert E. Wipperfurth, President

**Attested by:**

  
Christine Capstran, Clerk

**Incorporated by Reference:**  
Memorandum of Agreement

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**AGREEMENT**

Number of Pages, including schedules: 8  
Agreement No. \_\_\_\_\_  
Expiration Date: December 31, 2025  
Authority: Res. 262, 2023  
Department: Land Information Office  
Maximum Cost: \$4,050.00  
Registered Agent: \_\_\_\_\_  
Address:

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Village of Windsor (hereafter, "ENTITY"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is c/o Dane County Land Information Office, 210 Martin Luther King Jr Blvd, Room 339; Madison, WI 53703, has contracted for the production of digital terrain and orthophotography data ("the data") from a private vendor, the acquisition, analysis and development of the data and its conversion to a usable product (hereinafter referred to as "the project"); and

**WHEREAS** ENTITY, whose address is 4084 Mueller Rd; DeForest, WI 53532, desires to acquire the data from COUNTY, COUNTY being willing to provide the data to ENTITY in exchange for ENTITY's participating in COUNTY's costs of producing the data; and

**WHEREAS** COUNTY is seeking the participation of private entities as well as municipalities within Dane County and agencies of federal, state and local governments in the project;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and ENTITY do agree as follows:

1. The term of this Agreement shall commence as of the date by which all parties hereto have executed this Agreement and shall end as of the Expiration Date set forth on Page 1, unless sooner agreed to in writing by the parties or if terminated by a party pursuant to the provisions of this Agreement.
2. COUNTY agrees to arrange for the completion of the project, the same being more fully described on the attached Schedule A, incorporated herein by reference. Schedule A, at A.2, sets forth certain obligations on the part of ENTITY which ENTITY covenants to perform.
3. ENTITY agrees to share in the costs of the project in the manner and to the extent set forth in the attached Schedule B, incorporated herein by reference.

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4. Data derived from the project and requested by ENTITY will be delivered in the Wisconsin Coordinate Reference System (WISCRS) - Dane County. Imagery file format will be GeoTIFF or MrSID, as requested by ENTITY.

5. COUNTY will deliver to ENTITY the requested data which is detailed in the attached Schedule C, incorporated herein by reference.

6. ENTITY shall not assign or transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of COUNTY.

7. If, for any reason, a party fails to fulfill in a timely and proper manner its obligations under this Agreement, or if a party violates any of the covenants of this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the offending party of such termination and specifying the effective date thereof. Any ENTITY that chooses to terminate the Agreement pursuant to this provision must remit payment to the COUNTY for any services or goods incurred within the thirty (30) day notice period.

8. If during the term of this Agreement, a governmental ENTITY's governing body fails to appropriate sufficient funds to carry out that party's obligations under this Agreement, this Agreement shall be automatically terminated as of the date funds are no longer available and without further notice of any kind to the other party. This paragraph shall not relieve the governmental ENTITY of its responsibility to pay for services or goods provided or furnished to the governmental ENTITY prior to the effective date of termination. This paragraph does not apply to any private ENTITY. Further, COUNTY may utilize the provisions of this paragraph in any event.

9. The parties shall commence, carry on and complete their respective obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. Each party agrees to cooperate with the various departments, agencies, employees and officers of the other.

10. Each party agrees to secure at the party's own expense all personnel necessary to carry out the party's obligations under this Agreement. Such personnel shall not be deemed to be employees of the other party nor shall they or any of them have or be deemed to have any direct contractual relationship with the other party.

11. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

12. In the performance of this Agreement, each party shall be responsible for the consequence its own acts, errors or omissions and those of its employees, boards, commissions, agencies, officers, officials, representatives and employees and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors or commissions, including providing its own defense. In doing so, it is not the intent of any party to waive or modify the provisions of Wis. Stat. §893.80 or any other immunity, protection, or limitation of liability that may be available to the party under law. The obligations set forth under this paragraph shall survive the expiration or termination of this Agreement

13. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the non-breaching party of any breach of the covenants of this Agreement or a waiver of any default of the breaching party and the making of any such payment or acceptance of any such service or product by the non-breaching party while any such default or breach shall exist shall in no way impair or

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prejudice the right of the non-breaching party with respect to recovery of damages or other remedy as a result of such breach or default.

14. Non-Discrimination. In the performance of the obligations under this Agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate, in violation of any state or federal law, against any subcontractor or person who offers to subcontract on this Agreement because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

15. In all solicitations for employment placed on a party's behalf during the term of this Agreement, the party shall include a statement to the effect that the party is an "Equal Opportunity Employer."

16. Each party warrants that the persons executing this Agreement on its behalf are authorized to do so.

17. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

18. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

19. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

20. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

21. This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**IN WITNESS WHEREOF**, COUNTY and ENTITY, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures.

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FOR ENTITY:

Date Signed: 3-7-2024 Robert E. Wipperfurth

Date Signed: \_\_\_\_\_

\*\*\*\*

FOR COUNTY:

Date Signed: \_\_\_\_\_  
Greg Brockmeyer, Director of Administration

\* [print name and title, below signature line of any person signing this document]

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## SCHEDULE A

- A.1 Introduction and general description:
  - A.1.1 Fly Dane Partnership is a Dane County cooperative project related to the development of digital orthophotography products and information.
  - A.1.2 It is intended that the partnership will consist of those entities electing to participate in the project's benefits and costs.
  - A.1.3 Project scope, services, schedules, and budget are outlined in COUNTY's Contract No. 15213 and 15213A. A copy of COUNTY's Contract No. 15213 and 15213A is attached to this Schedule A and incorporated herein by reference.
  - A.1.4 The vendor under COUNTY's Contract No. 15213 is Ayres Associates, however, as between the parties to this Agreement COUNTY reserves the right in the exercise of its discretion to change vendors as the need to do so may arise.
- A.2 COUNTY's obligations. As administrator for the project, COUNTY agrees to:
  - A.2.1 Provide project planning, oversight and contract administration;
  - A.2.2 Serve as primary contact with vendor;
  - A.2.3 Provide products as requested by participating entities; (See Schedule C)
  - A.2.4 Contribute funding for base project;
  - A.2.5 Coordinate arrangements and meetings among participating entities as needed;
  - A.2.6 Communicate project information to participating entities;
  - A.2.7 Distribute data on behalf of participating entities;
  - A.2.8 Manage data distribution on behalf of participating entities;
  - A.2.9 Provide access to participating entities of data produced from the project;
  - A.2.10 Work with the vendor to develop a schedule for data development and delivery;
  - A.2.11 Develop quality control specifications;
  - A.2.12 Perform quality control procedures on products developed prior to distribution to participating entities; and
  - A.2.13 Act as data custodian for project data.
- A.3 ENTITY's obligations. ENTITY agrees to:
  - A.3.1 Provide funding as set forth in Schedule B.
  - A.3.2 Share information for use in the project.
  - A.3.3 Target any utilities or landscape features desired by any agency or department of ENTITY, prior to flight.

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- A.3.4 Identify areas with specific product needs, Schedule C.
- A.3.5 Participate in project planning meetings and the development of arrangements with participating entities;
- A.3.6 Share data with other entities at no cost;
- A.4 Timelines. The target dates for commencement or completion of the various steps in the project are as follows:
  - A.4.1 Utility and landscape features targeted: If the ENTITY is interested in utility marking, it should commence work in spring 2024 and have it in place by early March 2024.
  - A.4.2 The aerial imagery acquisition will be conducted between mid-March and late April 2024.
  - A.4.3 Processing of data: Commencing early April, 2024 or shortly after the flights are completed and certified.
  - A.4.4 Aerial imagery related products including reports and metadata will be completed and delivered to COUNTY on or before October 31, 2024.
  - A.4.5 Aerial imagery related products will be delivered to ENTITY on or before November 22, 2024.

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**SCHEDULE B**

**Payments**

- B.1 COUNTY will issue an invoice for payment to the ENTITY following the standard invoice process used by the COUNTY. The ENTITY shall remit payment within 30 days of receipt of invoice.
- B.2 ENTITY'S obligation for payment
  - B.2.1 Total payment \$4,050.00
- B.3 Payment Schedule
  - B.3.1 One-time invoice will be sent prior to Imagery Acquisition Acceptance on or before May 1, 2024 \$4,050.00



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## SCHEDULE C

### Deliverables

- C.1 2024 Aerial Imagery (as specified)
- C.1.1 Partner Buy-up:
- C.1.1.1 Specified 3-inch resolution, 4-band, true color imagery for the following sections.
- T09N-R10E: Section 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36
- C.1.1.2 Partner cost share with neighboring partners for the following sections to reduce overall pricing.
- T09N-R10E: Section 7, 8, 16, 18, 19, 20, 21, 25, 26, 28, 30, 31, 32, 33, 35, 36
- C.1.1.3 Pricing outlined in the Contract No 15213, Schedule B.1.2 and apply a \$30 rebate from Dane County.
- C.2 COUNTY will make the following Fly Dane 2024 products available to ENTITY upon request:
- C.2.1 Three-inch resolution, 4-band, true color imagery outside of areas identified above.
- C.3 COUNTY will provide a hardcopy poster displaying the imagery produced over the ENTITY area.

# Dane County Contract Cover Sheet

Revised 07/2023

Res 157  
significant

<b>Dept./Division</b>	Information Management/Land Information Office		
<b>Vendor Name</b>	Ayres Associates	<b>MUNIS #</b>	606
<b>Brief Contract Title/Description</b>	The development of digital aerial imagery for Dane County		
<b>Contract Term</b>	10/1/2023 - 12/31/2025		
<b>Contract Amount</b>	\$100,000.00		

<b>Contract #</b> Admin will assign	15213
<b>Type of Contract</b>	
<input checked="" 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 type="checkbox"/>	Other

<b>Department Contact Information</b>		<b>Vendor Contact Information</b>	
<b>Name</b>	Frederic Iausly	<b>Name</b>	Adam Derringer(AyresAssociates)
<b>Phone #</b>	608-266-4398	<b>Phone #</b>	608-443-1200
<b>Email</b>	iausly@countyofdane.com	<b>Email</b>	DerringerA@AyresAssociates.com
<b>Purchasing Officer</b>	Megan Rogan		

<b>Purchasing Authority</b>	<input type="checkbox"/> \$12,000 or under – Best Judgment (1 quote required)	
	<input type="checkbox"/> Between \$12,000 – \$43,000 (\$0 – \$25,000 Public Works) (3 quotes required)	
	<input type="checkbox"/> Over \$43,000 (\$25,000 Public Works) (Formal RFB/RFP required)	<b>RFB/RFP #</b>
	<input type="checkbox"/> Bid Waiver – \$43,000 or under (\$25,000 or under Public Works)	
	<input type="checkbox"/> Bid Waiver – Over \$43,000 (N/A to Public Works)	
	<input checked="" type="checkbox"/> N/A – Grants, Leases, Intergovernmental, Property Purchase/Sale, Other	


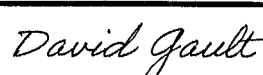
<b>MUNIS Req.</b>	<b>Req #</b>	<b>Org:</b> LIO	<b>Obj:</b> 57472	<b>Proj:</b>	\$ 100,000.00
	<b>Year</b> 2023	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
		<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

<b>Budget Amendment</b>	
<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.

<b>Resolution</b> Required if contract exceeds \$100,000	<input type="checkbox"/> Contract does not exceed \$100,000	
	<input checked="" type="checkbox"/> Contract exceeds \$100,000 – resolution required.	<b>Res #</b> 157
	<input type="checkbox"/> A copy of the Resolution is attached to the contract cover sheet.	<b>Year</b> 2023

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

<b>APPROVAL</b>	
<b>Dept. Head / Authorized Designee</b>	
Olson, Sam	Digitally signed by Olson, Sam Date: 2023.09.26 11:00:40 -05'00'

<b>APPROVAL – Contracts Exceeding \$100,000</b>	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

<b>APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached</b>			
<b>DOA:</b>	<b>Date In:</b> 9/26/23	<b>Date Out:</b>	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Tuesday, September 26, 2023 11:23 AM  
**To:** Hicklin, Charles; Gault, David; Rogan, Megan; Lowndes, Daniel  
**Cc:** Stavn, Stephanie; Oby, Joe  
**Subject:** Contract #15213  
**Attachments:** 15213.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 9/26/2023 12:24 PM	Approve: 9/26/2023 12:24 PM
	Gault, David	Read: 9/26/2023 11:28 AM	Approve: 9/26/2023 11:31 AM
	Rogan, Megan	Read: 9/26/2023 11:26 AM	Approve: 9/26/2023 11:27 AM
	Lowndes, Daniel	Read: 9/26/2023 1:30 PM	Approve: 9/28/2023 9:38 AM
	Stavn, Stephanie	Read: 9/26/2023 2:26 PM	
	Oby, Joe		

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

Contract #15213  
Department: Land Information  
Vendor: Ayres Associates  
Contract Description: Development of Digital Imagery for Dane County (Res 157)  
Contract Term: 10/1/23 – 12/31/25  
Contract Amount: \$100,000

*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 in accordance with COVID 19 response guidelines.

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**2023 RES-157**

**CONTRACT FOR FLY DANE 2024  
DIGITAL AERIAL ORTHO-IMAGERY PROJECT**

Dane County in participation with the Fly Dane Partnership is undertaking for 2024, the development of its sixth county wide project to develop digital aerial photography data. This project will be participating in a statewide project, Wisconsin Regional Ortho-imagery Consortium (WROC).

The North Central Wisconsin Regional Planning Commission (NCRPC) is a public entity which went through a competitive solicitation process and selected Ayres Associates in April 2022. The Land Information Office recommends the contracting with Ayres Associates via the WROC cooperative agreement.

This project will produce updated county wide 6-inch resolution, 4-band, color, imagery. The contract will also provide optional imagery and terrain buy-ups for those municipalities that are interested. The total contract cost is approximately \$100,000 and there are sufficient funds available for this project. The contract takes advantage of the reduced prices and economy of scale offered by participation in the consortium by leveraging funding from the Wisconsin Land Information Program (WLIP), the Fly Dane Reserve Fund, Dane County Capital funding, Land Information Office departmental funds, and participating partners.

NOW, THEREFORE, BE IT RESOLVED that the following contract is approved for the period through December 31, 2025:

Ayres Associates  
5201 E Terrace Drive, Suite 200  
Madison, WI 53718

BE IT FURTHER RESOLVED that any unexpended or unrealized funds at 12/31/2023 be carried forward to 2024.

BE IT FURTHER RESOLVED that since this is a multi-year project that any unexpended or unrealized funds at 12/31/2024 be carried forward to 2025.

BE IT FURTHER RESOLVED that the Director of the Department of Administration is authorized to sign Fly Dane partner Memoranda of Understanding with Dane County.

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

**DANE COUNTY CONTRACT # 15213**

Revised 06/2021



**Department:** Land Information Office  
**Provider:** Ayres Associates  
**Expiration Date:** December 31, 2025  
**Maximum Cost:** \$100,000

**Registered Agent (if applicable):**

**Registered Agent Address:**

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Ayres Associates (hereafter, "PROVIDER"),

**WITNESSETH:**

**WHEREAS** COUNTY, whose address is 210 Martin Luther King Jr. Blvd., Room 339, Madison, WI 53703, desires to purchase services from PROVIDER for the purpose of acquiring digital ortho-imagery services and products; and

**WHEREAS** PROVIDER, whose address is 5201 E. Terrace Dr., Suite 200, Madison, WI 53718, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

**I. TERM:**

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement. COUNTY shall never pay more than the Maximum Cost as stated above for all services. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.

**II. SERVICES:**

- A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.
- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
- C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be

deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.

- D. No portion of funds under this Agreement may be used to support or advance religious activities.
- E. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin and has met all state and federal service standards, certifications and assurances as expressed by State and Federal statutes, rules, and regulations applicable to the services covered by this Agreement.
- F. PROVIDER will follow applicable public health guidelines to provide safe services and a safe workplace. In addition, by signing this Agreement, PROVIDER acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that PROVIDER and its staff may be exposed to or infected by COVID-19 by providing services under this Agreement and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

PROVIDER further acknowledges that PROVIDER is assuming all of the foregoing risks and accept sole responsibility for any injury to itself and staff, including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense or any kind, that PROVIDER or its staff may experience or incur in connection with providing services. PROVIDER hereby releases, covenants not to sue, discharges, and holds harmless and indemnifies the COUNTY, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. Provider understands and agrees that this release includes any claims based on the actions, omissions, or negligence of COUNTY, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after the provision of services under this Agreement.

**III. ASSIGNMENT/TRANSFER:**

PROVIDER shall not assign, subcontract or transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY, including the hiring of independent contract service providers unless otherwise provided herein. Claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.

**IV. TERMINATION:**

- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
- B. The following shall constitute grounds for immediate termination:
  - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
  - 3. failure of PROVIDER to comply with reporting requirements contained herein.
  - 4. inability of PROVIDER to perform the work provided for herein.

- C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
- D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of offset.

V. **PAYMENT:**

COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.

VI. **REPORTS:**

PROVIDER agrees to make such reports as are required in the attached schedules, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said schedules shall result in the penalties set forth herein.

VII. **DELIVERY OF NOTICE:**

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

VIII. **INSURANCE & INDEMNIFICATION: (See Insurance Addendum on Page 17)**

- A. ~~PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER's furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. Any failure on the part of the PROVIDER to comply with reporting or other provisions of its insurance policies shall not affect this PROVIDER's obligations under this paragraph. COUNTY reserves the right, but not the obligation, to participate in defense without relieving PROVIDER of any obligation under this paragraph. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.~~
- B. ~~In order to protect itself and COUNTY, its officers, boards, commissions, agencies, agents, volunteers, employees and representatives under the indemnity provisions of the subparagraph above, PROVIDER shall, at PROVIDER's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise, PROVIDER agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by PROVIDER's~~

insurance. Neither these requirements nor the COUNTY's review or acceptance of PROVIDER's certificates of insurance is intended to limit or qualify the liabilities or obligations assumed by the PROVIDER under this Agreement. The County expressly reserves the right to require higher or lower insurance limits where County deems necessary.

1. ~~Commercial General Liability.~~

~~PROVIDER agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage shall include, but not be limited to, Bodily Injury and Property Damage to Third Parties, Contractual Liability, Personal Injury and Advertising Injury Liability, Premises Operations, Independent PROVIDERS and Subcontractors, and Fire Legal Liability. The policy shall not exclude Explosion, Collapse, and Underground Property Damage Liability Coverage. The policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations.~~

2. ~~Professional Liability Insurance.~~

~~If PROVIDER renders professional services (such as medical, architectural or engineering services) under this Agreement, then PROVIDER shall provide and maintain two million dollars (\$2,000,000.00) of professional liability insurance. If such policy is a "claims made" policy, all renewals during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to PROVIDER's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by COUNTY.~~

3. ~~Commercial/Business Automobile Liability Insurance.~~

~~If applicable to the services covered by this Agreement, PROVIDER shall provide and maintain commercial general liability and automobile liability insurance at a limit of not less than \$1,000,000 per occurrence. Coverage for commercial general liability and automobile liability insurance shall, at a minimum, be at least as broad as Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001) and ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle).~~

4. ~~Environmental Impairment (Pollution) Liability~~

~~If PROVIDER will be transporting waste or will be disposing of waste or products under this Agreement, then PROVIDER agrees to maintain Environmental Impairment (Pollution) Liability insurance at a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, and environmental cleanup costs caused by pollution conditions, both sudden and non-sudden. This requirement can be satisfied by either a separate environmental liability policy or through a modification to the Commercial General Liability policy. Evidence of either must be provided.~~

5. ~~Workers' Compensation.~~

~~PROVIDER agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.~~

6. ~~Umbrella or Excess Liability.~~

~~PROVIDER may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for the Commercial General Liability and Business Auto Liability. PROVIDER agrees to list DANE COUNTY as an "Additional Insured" on its Umbrella or Excess Liability policy.~~

C. ~~Required provisions.~~

1. ~~Insurer's Requirement~~

~~All of the insurance shall be provided on policy forms and through companies satisfactory to COUNTY, and shall have a minimum AM Best's rating of A-VIII~~



~~2. Additional Insured.~~

~~COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG-2010, CG-2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of PROVIDER; products and completed operations of PROVIDER; premises occupied or used by PROVIDER; and vehicles owned, leased, hired or borrowed by PROVIDER. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Except for the workers compensation policy, each insurance policy shall contain a waiver of subrogation endorsement in favor of COUNTY.~~

~~3. Provider's Insurance Shall be Primary~~

~~For any claims related to this Agreement, PROVIDER's insurance shall be primary insurance with respect to COUNTY, its elected and appointed officials, officers, employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by COUNTY, its elected and appointed officers, officials, employees or authorized representatives or volunteers shall not contribute to the primary insurance. PROVIDER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability~~

~~4. Cancellation Notice~~

~~Each insurance policy required by this Agreement shall state, or be endorsed so as to the state, that coverage shall not be canceled by the insurance carrier or the PROVIDER, except after sixty (60) days (ten (10) days for non-payment of premium) prior written notice by U.S. mail has been given to COUNTY.~~

~~5. Evidences of Insurance.~~

~~Prior to execution of the Agreement, PROVIDER shall file with COUNTY a certificate of insurance (Accord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this Agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions as detailed herein.~~

~~6. Sub-Contractors.~~

~~In the event that PROVIDER employs sub-contractors as part of this Agreement, it shall be the PROVIDER's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.~~

~~D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.~~

**IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:**

In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

**X. NON-DISCRIMINATION:**

During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve

component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

**XI. CIVIL RIGHTS COMPLIANCE:**

- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000 from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.
- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

**XII. COMPLIANCE WITH FAIR LABOR STANDARDS:**

- A. Reporting of Adverse Findings

During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.

B. Appeal Process

PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in Dane County Ordinances Sec. 25.08(20)(c) through (e).

C. Notice Requirement

PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation for union organizing."

**XIII. CONTROLLING LAW AND VENUE:**

It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

**XIV. FINANCIAL INTEREST PROHIBITED:**

Under s. 946.13, Wis. Stats. COUNTY employees and officials are prohibited from holding a private pecuniary interest, direct or indirect, in any public contract. By executing this Agreement, each party represents that it has no knowledge of a COUNTY employee or official involved in the making or performance of the Agreement that has a private pecuniary interest therein. It is expressly understood and agreed that any subsequent finding of a violation of s. 946.13, Wis. Stat. may result in this Agreement being voided at the discretion of the COUNTY.

**XV. LIMITATION OF AGREEMENT:**

This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.

**XVI. ENTIRE AGREEMENT:**

The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

**XVII. COUNTERPARTS:**

The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**XVIII. CONSTRUCTION:**

This Agreement shall not be construed against the drafter.

**XIX. COPIES VALID:**

This Agreement, and any amendment or addendum relating to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, this Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and

whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under this Agreement.

**XX. REGISTERED AGENT:**

PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.

**XXI. DEBARMENT:**

By signing this Contract, PROVIDER attests that it is not debarred from participating in federal procurements. COUNTY reserves the right to cancel this Contract if PROVIDER is presently, or is in the future, on the list of parties excluded from federal procurements.

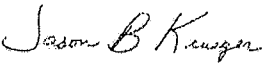
**XXII. EXECUTION:**

A. The parties agree that execution of this document may be made by electronic signatures. The parties may make electronic signatures by typing the name of the authorized signature followed by the words, "electronically signed" or by any other electronic means representing an authorized signature by PROVIDER. PROVIDER shall ensure that only authorized persons may affix electronic signatures to this Agreement and COUNTY may rely that the electronic signature provided by PROVIDER is authentic.

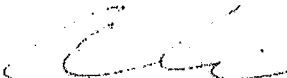
B. This Agreement has no effect until signed by both parties. The submission of this Agreement to PROVIDER for examination does not constitute an offer. PROVIDER warrants that the persons executing this Agreement on its behalf are authorized to do so.

IN WITNESS WHEREOF, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

FOR PROVIDER:

  
\_\_\_\_\_  
Jason Krueger  
Vice President


August 29, 2023  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Adam Derringer  
Senior Project Manager

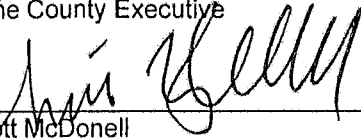
August 29, 2023  
\_\_\_\_\_  
Date

\*\*\*

FOR COUNTY:

  
\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

10-9-23  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Scott McDonell  
Dane County Clerk

10-9-23  
\_\_\_\_\_  
Date

\* [print name and title, below signature line of any person signing this document]

## **SCHEDULE A**

### **Scope of Services**

Pursuant paragraph #1 of the attached AGREEMENT and the Wisconsin Regional Orthoimagery Consortium (WROC) contract, the PROVIDER shall provide the following services:

#### **A.1 BASE PROJECT**

- A.1.1 Obtain digital aerial imagery during the spring of 2024 using a calibrated digital photogrammetric camera.
- A.1.2 The aerial imagery will be collected during leaf-off conditions when the sun angle is 30 degrees or greater above the horizon, after snow melt (no ice on lakes), cloud free.  
Aerial imagery will be suitable for the production of four band (RGB-NIR) orthoimagery at 6-inch ground pixel resolution.
- A.1.3 Six-inch resolution, 4-band, true color imagery.
- A.1.4 Imagery will be registered to the county's 2017 LiDAR terrain surface.
- A.1.5 Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/-5%).
- A.1.6 The project area is 1250 square miles, which is county-wide. See Attachment A for map of the project area.
- A.1.7 The Capitol Building and surrounding isthmus area is captured at nadir with minimized building lean that will be incorporated into the orthoimagery.
- A.1.8 Imagery must have consistent tonal balance and contrast within each image and across images. The imagery must be free of defects such as dust, glare, blemishes, tonal changes; individual images will be strategically selected and seamline manually drawn to minimize building lean in dense urban areas.
- A.1.9 Image manipulation should be used to minimize harsh seam lines across large water bodies.
- A.1.10 Ortho-rectification shall eliminate feature radial displacement of bridges and overpasses, loss or distortion of features along mosaic seam lines.
- A.1.11 Work with COUNTY staff on quality control and assurance on all project deliverables.
- A.1.12 Collect control for the project using airborne inertial measurement unit (IMU), airborne global navigation satellite system (GNSS), and ground-based GNSS technology.

- A.1.13 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Level 2 accuracy for standard mapping and GIS work.
- A.1.14 Prepare 6-inch pixel resolution digital orthoimagery for the project area which will meet ASPRS Level 2 horizontal accuracy standards of 1.4 feet RMSE.
  - A.1.14.1 Prepare pilot GeoTIFF orthoimagery of an area not to exceed contiguous nine square mile block.
  - A.1.14.2 The orthoimagery will be tiled by the Public Land Survey System (PLSS) sections, delivered in uncompressed, TIFF format (with word file) and will be accompanied by a tiling schematic in ESRI format.
  - A.1.14.3 Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire orthoimagery project area.
  - A.1.14.4 Orthoimagery MrSID and TIFF deliverables will extend 500 feet beyond the County boundary.
  - A.1.14.5 Deliverable products will be referenced to the Wisconsin Coordinate Reference System (WISCRS); North American Datum 1983 (2011); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be US Survey Feet.
- A.1.15 Final deliverable products to COUNTY will include:
  - A.1.15.1 6-inch pilot orthoimagery tiles in uncompressed GeoTIFF format.
  - A.1.15.2 6-inch orthoimagery tiles in uncompressed GeoTIFF format.
  - A.1.15.3 6-inch orthoimagery tiles in compressed MrSID format.
  - A.1.15.4 6-inch orthoimagery project wide mosaic in compressed MrSID format.
  - A.1.15.5 Ground control locations in ASCII format.
  - A.1.15.6 FGDC compliant metadata.
  - A.1.15.7 Tile schematic in ESRI shapefile format.

- A.1.15.8 6-inch orthoimagery, project wide 3-band, Gen 3 mosaic in high compressed MrSID format that preserves image quality, not to exceed 15 Gb in size.
- A.1.15.9 6-inch orthoimagery, project wide 3-band, Gen 3 mosaic in highly compressed MrSID format, not to exceed 10 Gb in size.
- A.1.16 PROVIDER may render to the COUNTY advice, consultation, and expertise with respect to the development, use, and technical application of the deliverables provided under this project.
- A.1.17 Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.
- A.1.18 Provide summaries and a final report for horizontal ground control.
- A.1.19 Provide additional support of products following final delivery.
- A.1.20 Provide services to support the COUNTY in efforts to secure additional state and/or federal funding for the project and include additional local and regional partners.
- A.1.21 Support the Fly Dane final set of deliverables.

## **A.2 PARTNER BUY-UP - IMAGERY**

The PROVIDER will provide contract flexibility so that Fly Dane partners can select additional upgrades beyond the base project imagery.

- A.2.1 Obtain digital aerial imagery during the spring of 2024 using a calibrated digital photogrammetric camera.
- A.2.2 The aerial imagery will be collected during leaf-off conditions when the sun angle is 30 degrees or greater above the horizon, after snow melt (no ice on lakes), cloud free. Aerial imagery will be suitable for the production of four band (RGB-NIR) orthoimagery at 3-inch ground pixel resolution.
- A.2.3 Three-inch resolution, 4-band true color imagery.
- A.2.4 Imagery will be registered to the county's 2017 LiDAR terrain surface.
- A.2.5 Aerial imagery will be planned and collected with full stereo-coverage, 30% sidelap and 60% forward overlap (+/-5%).
- A.2.6 The project area will cover the square miles as designated in a map of the project area.



- A.2.7 The Capitol Building and surrounding isthmus area is captured at nadir with minimized building lean that will be incorporated into the orthoimagery.
- A.2.8 Imagery must have consistent tonal balance and contrast within each image and across images. The imagery must be free of defects such as dust, glare, blemishes, tonal changes; individual images will be strategically selected and seamline manually drawn to minimize building lean in dense urban areas.
- A.2.9 Image manipulation should be used to minimize harsh seam lines across large water bodies.
- A.2.10 Ortho-rectification shall eliminate feature radial displacement of bridges and overpasses, loss or distortion of features along mosaic seam lines.
- A.2.11 Work with COUNTY staff on quality control and assurance on all project deliverables.
- A.2.12 Collect control for the project using airborne inertial measurement unit (IMU), airborne global navigation satellite system (GNSS), and ground-based GNSS technology.
- A.2.13 Prepare an analytical aerotriangulation solution for the aerial imagery to support digital orthoimagery meeting American Society for Photogrammetry and Remote Sensing (ASPRS) Level 2 accuracy for standard mapping and GIS work
- A.2.14 Prepare 3-inch pixel resolution digital orthoimagery for the project area which will meet ASPRS Level 2 horizontal accuracy standards of 0.7 feet RMSE.
  - A.2.14.1 Prepare pilot GeoTiff orthoimagery.
  - A.2.14.2 The orthoimagery will be tiled by the Public Land Survey System (PLSS) quarter sections, delivered in uncompressed, TIFF format (with word file) and will be accompanied by a tiling schematic in ESRI format.
  - A.2.14.3 Orthoimagery will include MrSID format compressed mosaics of the tiles and the entire orthoimagery project area.
  - A.2.14.4 Orthoimagery MrSID and TIFF deliverables will extend approximately 50 feet beyond the quarter section boundary.
  - A.2.14.5 Deliverable products will be referenced to the Wisconsin Coordinate Reference System (WISCRS); North American Datum 1983 (2011); and vertically geo-referenced to the North American Vertical Datum 1988. Units will be US Survey Feet.

A.2.15 Final deliverable products to COUNTY will include:

- A.2.15.1 3-inch pilot orthoimagery tiles in uncompressed GeoTIFF format.
- A.2.15.2 3-inch orthoimagery tiles in uncompressed GeoTIFF format.
- A.2.15.3 3-inch orthoimagery tiles in compressed MrSID format.
- A.2.15.4 3-inch orthoimagery project wide mosaic in compressed MrSID format.
- A.2.15.5 Ground control locations in ASCII format.
- A.2.15.6 FGDC compliant metadata.
- A.2.15.7 Tile schematic in ESRI shapefile format.

A.2.16 Develop FGDC-compliant metadata based on current county GIS metadata files and guidelines for all final deliverables.

A.2.17 Provide summaries and a final report for horizontal ground control.

A.2.18 Provide additional support of products following final delivery.

A.2.19 Provide services to support the COUNTY in efforts to secure additional state and/or federal funding for the project and include additional local and regional partners.

A.2.20 Support the Fly Dane final set of deliverables.

A.2.21 Supply the portable media for data delivered to COUNTY.

A.2.22 Enhance products will be paid for by partners.

### **A.3 DATA APPROVAL**

The COUNTY has final approval on the quality of all the imagery. The quality control for imagery review will check for, but will not be limited to, the consistent tone and contrast within each image and across images, that the imagery is free of defects such as dust, blemishes, tonal changes, significant building lean and other discrepancies

### **A.4 DATA OWNERSHIP**

The PROVIDER assigns ownership of the data to the COUNTY and its project participants for all deliverable products produced under this contract. The

PROVIDER agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the COUNTY.

**A.5 REPORTS**

**A.5.1 STUDY REPORTS**

- A.5.1.1 The PROVIDER will supply COUNTY with FGDC-compliant metadata in ESRI ArcCatalog XML format for each digital dataset produced for this project.
- A.5.1.2 The PROVIDER will supply COUNTY with project reports and documentation including aero-triangulation report.

**A.5.2 PROGRESS REPORTS**

- A.5.2.1 The PROVIDER will supply COUNTY with monthly, verbal and/or detailed progress reports on the project.

**A.5.3 TIMELINE**

- A.5.3.1 The PROVIDER will complete the Imagery project on the following schedule:

<b>Task</b>	<b>Approximate Time Frame</b>
Imagery flight plan finalized	January 2024
Control Layout	January 2024
Establish ground control and targeting (imagery)	February - March 2024
Imagery Acquisition	March-April 2024
Analytical aero-triangulation	April 2024
Imagery acquisition acceptance	May 2024
Ortho-rectification surface development from updated surface	May 2024
Pilot area imagery production	June 2024
Pilot area imagery delivery and review	June 2024
Imagery quality review by the county	July-September 2024
Final orthophotography delivery 6-inch	September-October 2024

**A.5.4 CONTACTS**

- A.5.4.1 The Project Contact for the COUNTY is:

Frederic lausly

Dane County Land Information Office  
Phone: 608-266-4398  
Email: [iausly@countyofdane.com](mailto:iausly@countyofdane.com)

A.5.4.2 The Project Contact for the PROVIDER is:

Adam Derringer  
Ayres Associates  
Phone: 608-443-1200  
Email: [DerringerA@AyresAssociates.com](mailto:DerringerA@AyresAssociates.com)

## INSURANCE ADDENDUM

The COUNTY and the PROVIDER agree to replace the contract Insurance section with the following:

### VIII. INSURANCE

- A. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense.
  
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force the effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period premium shall be paid by PROVIDER. In the event any action, suite or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.
  
- C. In case of any sublet work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.

## SCHEDULE B Pricing Structure and Payment

**Invoices/Payment:**

PROVIDER shall issue an invoice upon completion of services and/or delivery of such deliverables. Invoices must reference the Dane County purchase order number issued for the services/deliverables described herein. Email delivery of invoices is encouraged and preferred – see the Bill To section of the purchase order. Payment shall be made within 30 days of COUNTY's receipt of accepted invoice unless otherwise noted in Schedule B.

PROVIDER shall be paid on the basis of work completed, when completed at the following rates:

**B.1 PRICING**

**B.1.1 BASE PROJECT**

General requirements of the contract are the production of six-inch resolution, 4-band, true color, county-wide imagery and partner mosaic image.

<b>Total Fees not to exceed:</b>	<b>\$100,000</b>
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The following price breakdown is for the county wide project (1,250 miles<sup>2</sup>):

Product	Unit	Fee
Six-inch resolution, 4-band, true color, county-wide imagery	1 mile <sup>2</sup>	\$76.00
Mosaics (county-wide, MrSID)	County	included
High compress mosaic (county-wide, MrSID)	County	included

**B.1.2 PARTNER BUY-UP - IMAGERY**

The COUNTY may acquire the following Partner Buy-up Products, based on partner requests, according to the following prices. Buy-up requirements of the contract are the production of three-inch resolution, 4-band, true color, partner imagery and partner mosaic image.

Product	Unit	Fee
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Three -Inch resolution, 4-band, true color, county-wide imagery (31-50 mile <sup>2</sup> )	1 mile <sup>2</sup>	\$680
Three -Inch resolution, 4-band, true color, county-wide imagery (51-100 mile <sup>2</sup> )	1 mile <sup>2</sup>	\$530
Three -Inch resolution, 4-band, true color, county-wide imagery (101-400 mile <sup>2</sup> )	1 mile <sup>2</sup>	\$320
Three -Inch resolution, 4-band, true color, county-wide imagery (400+ mile <sup>2</sup> )	1 mile <sup>2</sup>	\$180
Partner mosaic (municipality MrSID)	Municipal/County	included

**B.2 PAYMENT**

**B.2.1 BASE PROJECT**

The COUNTY will pay the PROVIDER on the following schedule:

<b>Activity Completed</b>	<b>Approximate Timeline</b>	<b>Percent Payment</b>
Acceptance of final acquisition	May 2024	50%
Pilot aerial imagery delivery	July 2024	25%
Final Delivery	October 2024	25%

**B.2.2 PARTNER BUY-UP PROJECT**

The COUNTY will pay the PROVIDER on the following schedule:

<b>Activity Completed</b>	<b>Approximate Timeline</b>	<b>Percent Payment</b>
Acceptance of final acquisition	May 2024	50%
Pilot aerial imagery delivery	July 2024	25%
Final Delivery	October 2024	25%

B.2.2 PROVIDER shall provide the COUNTY with a written report on the work completed that will accompany invoicing to the COUNTY.

# Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 262  
significant

<b>Contract #</b> Admin will assign	15213A
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<b>Dept./Division</b>	Information Management/Land Information Office	<b>Vendor Name</b>	Ayres Associates
<b>Brief Addendum Title/Description</b>	This is an addendum to contract 15213 for the development of countywide digital aerial-imagery for county and municipalities.	<b>Vendor MUNIS #</b>	606
		<b>Addendum Term</b>	12/1/2023 - 12/31/2025
		<b>Amount (\$)</b>	\$ 125,000.00

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Frederic Iausly	<b>Contact</b>	Adam Derringer
<b>Phone #</b>	608-266-4398	<b>Phone #</b>	608-443-1200
<b>Email</b>	iausly@countyofdane.com	<b>Email</b>	DerringerA@AyresAssociates.com
<b>Purchasing Officer</b>	Megan Rogan		

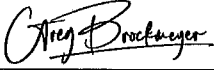

Purchase Order – Maintenance or New PO					
<input type="checkbox"/>	<b>PO Maintenance Needed</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>PO#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
<input type="checkbox"/>	<b>No PO Maintenance Needed – this addendum does not change the dollar amount of the contract.</b>				
<input type="checkbox"/>	<b>New PO / Req. Submitted</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	
	<b>Req#</b>	<b>Org:</b>	<b>Obj:</b>	<b>Proj:</b>	

Budget Amendment	
<input checked="" 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.

Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum					
A resolution is required when the total contracted amount first exceeds \$100,000.  Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	Addendum #	Term	Amount	Resolution	
	Original	10/1/2023 - 12/31/2025	\$ 100,000.00	<input type="checkbox"/> None	Res# 2023 RES-157
	A	12/1/2023 - 12/31/2025	\$ 125,000.00	<input type="checkbox"/> None	Res# 2023 RES-262
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 225,000.00</b>		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
<input type="checkbox"/> Corporation Counsel:	<input type="checkbox"/> Risk Management:	<input type="checkbox"/> No Pre-Approval

APPROVAL	
<b>Dept. Head / Authorized Designee</b>	
Olson, Sam	Digitally signed by Olson, Sam Date: 2023.12.19 07:27:17 -08'00'

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>
	

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 12/22/23	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management



**Goldade, Michelle**

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**From:** Goldade, Michelle  
**Sent:** Thursday, December 28, 2023 3:17 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David  
**Subject:** Contract #15213A  
**Attachments:** 15213A.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 1/2/2024 1:52 PM	Approve: 1/2/2024 1:52 PM
	Rogan, Megan	Read: 12/29/2023 9:48 AM	Approve: 1/2/2024 9:30 AM
	Gault, David	Read: 12/28/2023 4:12 PM	Approve: 12/28/2023 4:14 PM

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

Contract #15213A  
Department: Land Information  
Vendor: Ayres Associates  
Contract Description: Development of Digital Imagery for Dane County (Res 262)  
Contract Term: 1/1/24 – 12/31/25  
Contract Amount: \$125,000

*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.

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**2023 RES-262**

**AMENDING CONTRACT 15213  
BETWEEN AYRES ASSOCIATES AND DANE COUNTY**

In 2024, Dane County, is undertaking its seventh Fly Dane Project to develop county wide digital aerial imagery. The county awarded contract 15213 selecting a vendor to complete the needed work. The project will produce updated county-wide 3-inch resolution color imagery. As a result 36 agencies are partnering on the buy-up option and have requested the acquisition of the 541 sections or square miles of 3-inch resolution color imagery. With this broad participation the county is undertaking its first countywide 3-inch resolution color imagery.

To prioritize the project data processing the Land Information Office recommends approval of the contract addendum with Ayres Associates. This resolution authorizes the addition of \$125,000.00 for a revised contract cost of \$225,000.00.

**WHEREAS** Provider and County, by a separate document (hereinafter, the "Master Agreement"), Purchase of Services Agreement No. 15213, have previously entered into a contractual relationship pursuant to which Provider for the purpose of acquiring photogrammetric services and products, and

**WHEREAS** thirty-six agencies have partnered with the county and provide \$111,262.50 in funding and,

**WHEREAS** the broad participation by municipal partners the County will undertake the acquisition of countywide 3-inch resolution color imagery and,

**WHEREAS** County and Provider are amending the master Agreement in order to increase the project cost because additional imagery has been requested by Fly Dane Partners and,

**NOW, THEREFORE, BE IT RESOLVED** that the following contract addendum is approved for the period through December 31, 2025, and

Ayres Associates  
5201 E Terrace Drive, Suite 200  
Madison, WI 53718

**BE IT FURTHER RESOLVED** that the County adjust the following accounts:  
LIO 82532– Fly Dane Participant Reimbursement be increased by \$7,262.50,

**NOW BE IT FINALLY RESOLVED** that the County Executive and County Clerk are authorized to sign the contract addendum for professional services.



# DANE COUNTY CONTRACT

## ADDENDUM # 15213A

Revised 01/2022

**THIS ADDENDUM**, made and entered into effective as of the date by which both parties hereto have executed this document, by and between the County of Dane (hereinafter referred to as "County") and Ayres Associates (hereinafter, "Provider").

### WITNESSETH:

**WHEREAS** Provider and County, by a separate document (hereinafter, the "Master Agreement"), Dane County Contract # 15213, have previously entered into a contractual relationship pursuant to which Provider provides photogrammetric services and products, and

**WHEREAS** broad participation by 36 agencies to partner with the county acquire 541 sections of 3-inch resolution color imagery the county is undertaking a countywide 3-inch resolution color imagery and,

**WHEREAS** County and Provider wish to amend the Master Agreement in order to increase the project cost due a change from 6-inch imagery to 3-inch imagery based on the imagery requested by Fly Dane Partners.

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by each party for itself, the parties do agree as follows:

1. The Master Agreement shall remain in full force and effect unchanged in any manner by this addendum except as changes are expressly set forth herein. This addendum shall control only to the extent of any conflict between the terms of the Master Agreement and this addendum.
2. The Master Agreement, and any amendment or addendum to it, may be executed and transmitted to any other party by legible facsimile reproduction or by scanned legible electronic PDF copy, and utilized in all respects as, an original, wet-inked manually executed document. Further, the Master Agreement and any amendment or addendum thereto, may be stored and reproduced by each party electronically, photographically, by photocopy or other similar process, and each party may at its option destroy any original document so reproduced. All parties hereto stipulate that any such legible reproduction shall be admissible in evidence as the original itself in any judicial, arbitration or administrative proceeding whether or not the original is in existence and whether or not such reproduction was made by each party in the regular course of business. This term does not apply to the service of notices under the Master Agreement, or any subsequent amendment or addendum.
3. To continue the program for an additional \$125,000.00, with the new Maximum Cost of \$225,000.00. This includes the acquisition of 3-inch resolution, 4-band,

true color imagery countywide, for 1250 sections for Dane County and Fly Dane Partners.

4. Revise section B.1.2 PARTNER BUY-UP-IMAGERY to include the following:

**B.1.2 PARTNER BUY-UP - IMAGERY**

The COUNTY will acquire the following Partner Buy-up Products, based on partner requests, for 1250 sections of 3-inch resolution imagery (Attachment B) according to the following prices. Buy-up requirements of the contract are the production of three-inch resolution, 4-band, true color, partner imagery and partner mosaic image.

Total Fees not to exceed ..... \$225,000.00

5. Add section B.1.3 Total Project

**B.1.3 Total Project**

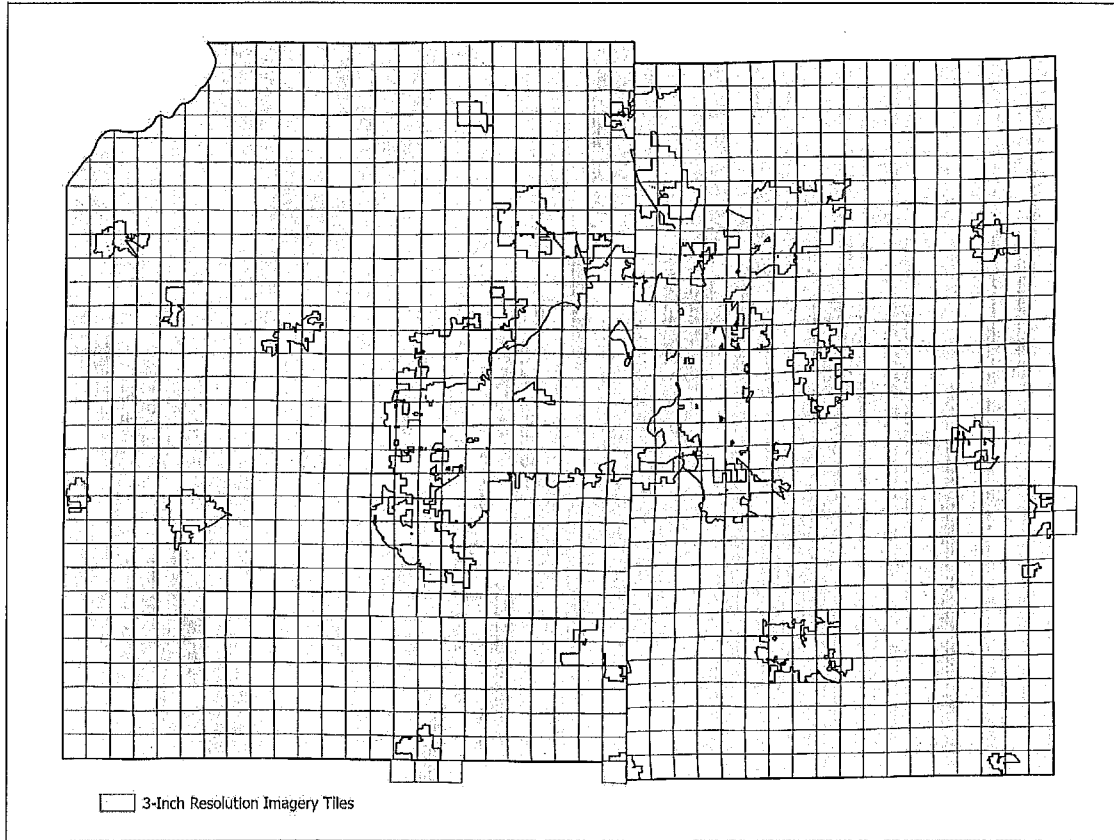
General requirements of the contract for the Base Project, plus Partner Buy-up – Imagery and Partner Buy-up - Terrain

<b>Total Fees not to exceed:</b>	<b>\$225,000.00</b>
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6. Add Attachment A – Project Area – Countywide Buy-Up Imagery

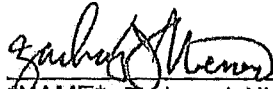
# Attachment A

## Project Area – Countywide Buy-up Imagery



IN WITNESS WHEREOF, the parties, by their respective authorized representatives, have set their hands and seals as of the dates set forth below.

FOR PROVIDER:

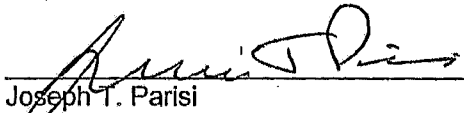


\_\_\_\_\_  
\*NAME\* Zachary J. Nienow  
\*TITLE\* Manager of Aerial Mapping, Ayres Associates Inc

December 13, 2023  
Date

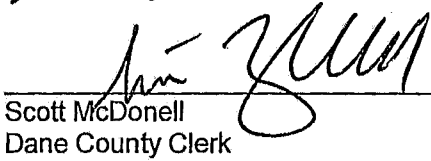
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FOR COUNTY:



\_\_\_\_\_  
Joseph T. Parisi  
Dane County Executive

2-7-24  
Date



\_\_\_\_\_  
Scott McDonnell  
Dane County Clerk

2-7-24  
Date