



# Board of County Commissioners Agenda Request

**3A**  
Agenda Item #

**Requested Meeting Date:** January 25, 2022

**Title of Item:** State of Minnesota LiDAR Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
<b>Submitted by:</b> Dennis Thompson		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Dennis Thompson, Interim Land Commissioner		<b>Estimated Time Needed:</b> 10 minutes
<b>Summary of Issue:</b> <p>ACLD discussed with the Aitkin County Budget Committee and recently reviewed the proposal to spend \$50,000 of 2021 Con Con dollars for the Aitkin County match to the 2022 LiDAR Project so that the State may apply for a grant with the USGS.</p> <p>On September 14, 2021, the Board approved the Validation of Proposed Funding Partners form indicating good faith intent to contribute \$50,000.</p> <p>At this time, looking for a motion to approve the State of Minnesota LiDAR Agreement and to authorize Interim Land Commissioner Dennis Thompson to serve as the designated representative and to execute the Agreement.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Pass motion to sign agreement.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 50,000.00 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No     Please Explain:		

Legally binding agreements must have County Attorney approval prior to submission.



# State of Minnesota

## LIDAR Agreement

Contract Number: \_\_\_\_\_

This Agreement is between the State of Minnesota, acting through its Commissioner of the Department of Information Technology Services ("State") and Aitkin County ("Governmental Unit").

### Recitals

The State is in need of partnership with local units of government to collect high definition lidar to receive matching funds from the United States Geological Survey ("USGS").

### Agreement

#### 1. Term of Agreement

1.1 Effective Date: December 30, 2021, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

1.2 Expiration Date: June 30, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2. Agreement between the Parties

State and Governmental Unit are partnering with the United States Geological Survey (USGS) to acquire high-resolution digital elevation data developed from airborne lidar (Light Detection and Ranging) for an area in the Upper Mississippi Minnesota region. The data will be used to generate Digital Elevation Models (DEMs) for use in engineering design and design reviews, conservation planning, research, delivery, floodplain mapping, and hydrologic modeling utilizing lidar technology. The data is to be acquired during spring 2022. The project area will consist of high accuracy classified bare-earth lidar data in LAS format as well as raster DEMs per project requirements.

State is serving as the fiscal agent for this project. Governmental Unit will contribute \$50,000.00 to the project. Governmental Unit will remit this amount to State. Subsequent to receipt, State will remit this amount to USGS.

Governmental Unit and State agree to share all data gathered or generated under the agreement with USGS, subject to USGS data publication restrictions.

### **3. Consideration and Payment**

This agreement's obligation is subject to the approval of a joint funding agreement with USGS.

Governmental Unit will contribute \$50,000.00 to the project payable upon invoice by State.

The total obligation of the Governmental Unit under this agreement will not exceed \$50,000.00.

State's obligations hereunder will be completed upon remittance of the amount set forth herein to USGS.

### **4. Authorized Representatives**

The State's Authorized Representative is Dan Ross, Geographic Information Systems Director, Centennial Office Building, 658 Cedar Street, St. Paul, MN 55155, 651-757-2550, or their successor.

The Governmental Unit's Authorized Representative is Dennis Thompson, Interim Land Commissioner, 502 Minnesota Avenue N., Aitkin, MN 56431, [dennis.thompson@co.aitkin.mn.us](mailto:dennis.thompson@co.aitkin.mn.us), 218-927-7364, or their successor.

### **5. Assignment, Amendments, Waiver, and Contract Complete**

5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.

5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.

5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6. Liability**

Each party will be responsible for its own acts and behavior and the results thereof. State's liability is governed by Minn. Stat. § 3.736.

### **7. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

### **8. Government Data Practices**

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (or, if the State contracting party is part of the Judicial Branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract.

The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

**9. Venue**

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**10. Termination**

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

**1. Governmental Unit**

Print Name: Dennis Thompson  
Signature: \_\_\_\_\_  
Title: Assistant Land Commissioner Date: \_\_\_\_\_  
Partner MNIT Customer No: \_\_\_\_\_  
Partner MNIT Account No: \_\_\_\_\_

**3. Commissioner of Administration**

*As delegated to The Office of State Procurement*

Print Name: Haylie Heil  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_  
Admin ID: \_\_\_\_\_

**2. State Agency**

*With delegated authority*

Print Name: Tracy Gerasch  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_