

# **Memorandum of Understanding the Florida Division of Emergency Management and the City of Gainesville to Support and Use Baseline Specifications for LiDAR & Orthophotography**

## **I. PURPOSE**

The purpose of this Memorandum of Understanding (MOU) is to support the development, maintenance and use of baseline specifications regarding LiDAR (terrestrial & bathymetric) and orthophotography acquisition in the State of Florida.

## **II. BACKGROUND**

The Florida Division of Emergency Management (FDEM), several state agencies, Water Management Districts and other critical stakeholders initiated an effort to develop a common baseline specification for LiDAR and orthophotography to be used for all projects flown in the State of Florida. These baseline specifications are intended to insure that data acquired in the State of Florida will provide seamless statewide datasets for use by the broadest number of stakeholders. The group acknowledges that there will be projects that may require 'buy-up' options to increase one or more specification parameters.

Interest in acquiring LiDAR data and orthophotography has seen a significant rise as a vast number of beneficiaries of the data are learning about the many uses of remote sensing technologies. These uses range from floodplain mapping to homeland security planning. As interest in remote sensing technologies has grown so has the understanding of the need to coordinate data collection. Growth management, map modernization/floodplain mapping, natural lands stewardship and disaster preparedness are statewide issues with statewide impacts. To date a number of projects managed through state agencies, Water Management Districts and even local governments have been used for hydrological studies, coastline changes, creation of highly accurate elevation data, growth management, and more. Beneficiaries of statewide datasets include local county/city governments, a majority of state agencies (especially those with growth management, land stewardship, and disaster management responsibilities), and federal partners. Coordination and baseline specifications for accuracy and collection methodology are paramount to the successful acquisition of a high-resolution statewide coverage that meets the needs of the broadest number of stakeholders. Such coordination will maximize funding, human resources and equipment for all beneficiaries of these data. Additionally, coordination will reduce the likelihood of duplicate projects and provide datasets for smaller agencies or local governments that would have significant difficulty in funding projects yet may stand to gain the most benefit in the use of such data.

### **III. APPLICABLE LAW**

In the exercise of their respective rights and obligations under this MOU, the parties agree to comply with any provisions of Federal and State laws and regulations that apply to each respective party.

### **IV. SCOPE**

This MOU serves as an umbrella agreement that sets forth the general terms and conditions for support and use of baseline specifications for terrestrial LiDAR, bathymetric LiDAR, and associated orthophotography. The activities covered by this MOU will be of mutual interest and benefit within, but not limited to, the following areas:

- LiDAR & orthophotography Acquisition
- Minimum Technical Standards for LiDAR Data Products
- Alternative Funding Opportunities

### **V. RESPONSIBILITIES**

Participants will maintain open communication and coordination to facilitate a cooperative working environment to support current agency missions as they relate to the development, maintenance and use of baseline specifications for LiDAR Data Acquisition and associated orthophotography. The FDEM will provide leadership and program oversight for the cooperative activities conducted under this MOU and any subsequent supporting agreements.

### **VI. IMPLEMENTATION**

The FDEM will develop implementation goals and requirements and form ad-hoc groups with participating agencies as needed to work on these activities. Specific activities to be conducted under this MOU and the method of their implementation will be determined on a case-by-case basis by FDEM, in consideration of the merit, existing commitments, projected schedules, available funding and personnel resources, and other relevant factors.

### **VII. FINANCIAL ARRANGEMENTS**

This MOU defines the general terms upon which the FDEM and the CITY OF GAINESVILLE will cooperate. Performance under the terms of this MOU is subject to the availability of appropriated funds and personnel resources through each Party's respective funding procedures. This MOU is neither a fiscal nor a funds obligation document and, as such, does not constitute a financial commitment on the part of either Party. Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between FDEM and the CITY OF GAINESVILLE will be handled in accordance with applicable laws, regulations, and procedures including those for Government procurement and printing. Any such endeavors will be outlined in separate agreements, including work plans or statements of work, which shall be made in writing and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement.

**VIII. PUBLICATIONS AND RELEASE OF INFORMATION**

Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. In the event such reports or publications are copyrighted, each Party shall have a royalty-free right under the copyright to reproduce, distribute, and use such copyrighted work for their own purposes.

Releases of general information to the public may be made by the appropriate Party with respect to its own portion of the project/cooperation as desired. The Parties will seek to consult with each other prior to any such releases that reference the other Party's participation, consistent with the Parties' respective laws and policies.

The Parties agree that sharing credit is mutually beneficial, and will assure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU. Specific uses of a Party's logo or seal, however, will require advance approval by that Party.

**IX. PARTICIPATION IN SIMILAR ACTIVITIES**

This MOU in no way restricts any of the Parties from participating separately in similar activities with other public or private agencies, organizations.

**X. EFFECTIVE DATE, REVIEW, MODIFICATION, AND TERMINATION**

This MOU shall take effect upon the date of the last signature and shall remain in effect for a period of one (1) year. This MOU may be modified at any time upon joint approval. This MOU may be terminated at any time by mutual written agreement of the Parties, or by either Party upon 90 days written notice to the other Party.

**XI. POINTS OF CONTACT**

The following individuals will be the points of contact for this MOU:

**FDEM**

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**CITY OF GAINESVILLE**

Name:

Title:

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Telephone:  
Fax:  
E-mail:

**XII. APPROVALS**

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Signature	Date
Carla J. Boyce Information & Plans Chief, FDEM	

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Signature	Date
Russ Blackburn City Manager, CITY OF GAINESVILLE	