

Attachment 3. Memorandum of Understanding (MOU) for describing cost sharing and deliverable ownership

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered on the ____ day of _____, 2026 (“Effective Date”), between the Town of Truckee (“Town”), North Tahoe Public Utility District (“NTPUD”), Northstar Community Services District (“NCSD”), Tahoe City Public Utility District (“TCPUD”), Truckee Donner Public Utility District (“DTPUD”), Truckee Sanitary District (“TSD”), Truckee-Tahoe Airport District (“TTAD”), and Truckee Fire Protection District (“TFPD”), each individually a “Party” and collectively “Parties”, to establish the terms and conditions under which the Parties will cooperatively acquire digital orthophotography and LiDAR data for the Truckee-North Tahoe region (“Project”).

RECITALS

1. The Parties are all California public agencies possessing the authority to make the most efficient use of their respective powers, and to cooperate with other public entities to obtain mutual advantage and best meet the needs of local communities.
2. The Parties all have various needs for digital orthophotography and LiDAR data covering their respective territories or service areas, and wish to collaborate in obtaining such products in order to reduce the costs of doing so.

NOW THEREFORE, the Parties agree as follows:

1. PRODUCTS TO BE OBTAINED:

Town shall perform all Project management, and shall award a contract to Digital Mapping Inc. (“DMI”) _____ for the Project, comprised of the following (collectively, the “Work Product”):

1.1 Aerial Photography Collection Deliverable:

Electronic Format: ¼ mile x ¼ mile square (no overlap) tiles.

Tiff images with accompanying Tiff World File.

1.2 LiDAR Collection Deliverable

Contour Deliverable: Electronic Format: ¼ mile x ¼ mile (no overlap) tiles, uninterrupted elevation-value attributed polylines. AutoCAD and shapefile Format.

Lidar Point Data Deliverable (Raw & Surface): Electronic Format: Bare Earth and First Return elevation-value attributed points, LAS Format using the ASPRS Guidelines and Standard LIDAR Point Classes set forth in the following publication; ASPRS LAS Specification Version 1.4 – R13 (ensure legacy compatibility 1.1-1.3).

1.3 Survey Control Deliverable

Electronic Format: Elevation-value attributed points. AutoCAD DXF Format.

Excel Spreadsheet of every control point used in this project, with their corresponding ID, X, Y, Z, X error, Y error, Z error, Parent Control ID.

1.4 GIS Feature Data Collection Deliverable:

Two Formats: ESRI Shapefile polygon and AutoCAD DXF format for features:

Building Footprint (Polygon), Pavement Surface (Polygon), and Water bodies (Polygon).

2. **OWNERSHIP OF WORK PRODUCT:** Each Party will own the Work Product described in Section 1, provided that derivative works or information produced by a Party from the Work Product shall be owned solely by that Party. Each Party may make such use of the Work Product as it wishes, which uses shall not require the consent of any other Party.

3. **COST SHARING:** The cost of the Work Product listed in Section 1 herein shall be divided among the Parties as set forth in the following table: the estimated costs listed below are based upon an estimated Project cost of \$130,850.00. In the event that the actual cost is more or less than this amount, the Parties' respective cost shares shall be determined using the percentages listed in the table. Town may approve change orders collectively not exceeding 10% of the total Project cost. No change order(s) in excess of this amount shall be approved without the written consent of all Parties.

Agency	Percentage of Total Project Cost	Cost To Agency
Truckee Donner Public Utility District	12.53	\$16,392.47
Truckee Sanitary District	12.53	\$16,392.47
Town of Truckee	12.53	\$16,392.47
Truckee-Tahoe Airport District	5.94	\$7,771.64
Northstar Community Services District	10.51	\$13,746.87
North Tahoe Public Utility District	6.13	\$8,020.31
Tahoe City Public Utility District	17.18	\$22,478.45
Truckee Fire Protection District	22.66	\$29,655.30

4. **PAYMENT SCHEDULE:** Upon Town's receipt of the invoice(s) for the Project, Town shall provide copies of such invoice(s) to each Party, together with a calculation of each Party's

share. Each Party shall pay its share of each invoice to Town within thirty (30) days of receipt of the invoice.

- 5. RISK AND INDEMNITY:** Each Party using Work Product shall do so at the sole risk of that Party; and each other Party shall not be liable to any other Party for any injury, loss, or damage to any persons or property in any manner arising from the Work Product or the use thereof. Each Party shall defend, indemnify, and hold harmless the other Parties from and against any and all claims, demands, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, and all costs and expenses incurred in connection such Party's use of the Work Product or its preparation or use of derivative works or information produced by such Party from the Work Product, including, without limitation, actual attorneys' fees and costs of defense and costs and expenses of all experts and consultants, arising directly or indirectly, in whole or in part, out of the use of the Work Product by the indemnifying Party. The Town shall include provisions in its agreement with consultants developing the Work Product requiring such parties to defend, indemnify and hold the Parties harmless from any copyright or similar claims for use of the Work Product consistent with this MOU.

6. GENERAL PROVISIONS:

- 6.1 Entire Agreement. This MOU contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This MOU may only be modified by a writing signed by all Parties.
- 6.2 Governing Law. This MOU shall be governed by the laws of the State of California. Any action to interpret or enforce this MOU shall be brought in the Truckee branch of the Nevada County Superior Court.
- 6.3 Assignment or Transfer. No Party's rights, obligations, and duties under this MOU may be transferred in whole or in part to another party.
- 6.4 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this MOU, the language of this MOU shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this MOU.
- 6.5 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

6.6 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

6.7 Severability. If any portion of this MOU Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

TOWN OF TRUCKEE

Dated: _____

Jennifer Callaway, Town Manager

APPROVED AS TO FORM:

Dated: _____

Andrew Morris, Town Attorney

TRUCKEE TAHOE AIRPORT DISTRICT

Dated: _____

Robb Etnyre, General Manager

TRUCKEE SANITARY DISTRICT

Dated: _____

Sanna Schlosser, General Manager

TRUCKEE DONNER PUBLIC UTILITY DISTRICT

Dated: _____

Brian Wright, General Manager

Dated: _____

Steve Gross, District Counsel

NORTHSTAR COMMUNITY SERVICES DISTRICT

Dated: _____

Mike Geary, General Manager

NORTH TAHOE PUBLIC UTILITY DISTRICT

Dated: _____

Brad Johnson, General Manager

TAHOE CITY PUBLIC UTILITY DISTRICT

Dated: _____

Sean Barclay, General Manager

Dated: _____

Steve Gross, District Counsel

TRUCKEE FIRE PROTECTION DISTRICT

Dated: _____

Kevin McKechnie, Fire Chief

