MEMORANDUM of UNDERSTANDING
Between
The Town of Arlington, MA, fiscal agent for the
Massachusetts Orthoimagery Consortium and
ACTON

Purpose
The purpose of this Memorandum of Understanding (MOU) is to specify the responsibilities of ACTON (hereafter "The Participant"), the Massachusetts Orthoimagery Consortium (hereafter "MassOrtho"), an ad-hoc group of municipal GIS volunteers, and the Town of Arlington, the fiscal agent for MassOrtho (hereafter "Arlington") concerning a project to acquire orthoimagery in collaboration with a federal agency, the United States Geological Survey (hereafter "USGS").

Reference
MassOrtho has been organized by municipal GIS staff on a volunteer basis and has been managed by staff from the Towns of Andover, Arlington, Concord, and Reading. MassOrtho is receiving assistance from the Metropolitan Area Planning Council (hereafter "MAPC") and the Office of Geographic Information (hereafter "MassGIS"). Under Chapter 30b of Mass. General Laws, municipalities are allowed to purchase supplies or services from any agency or instrumentality of the federal government, the Commonwealth or any of its political subdivisions or any other state or political subdivision thereof. [M.G.L. c.30B, §1(b)(9).]

Background
This is a cooperative project between USGS and MassOrtho to procure high-resolution orthoimagery that is detailed enough to support local, regional, state, and national purposes. The aerial images will be collected in an acceptable window in spring 2014, generally thought to be from February 1, 2014 through April 30, 2014. Through this MOU, The Participant is providing funding to acquire orthoimagery for its entire geographic area, as described in the Scope of Work attached to this document. In addition, Arlington and the USGS will enter into a Joint Funding Agreement (JFA). Through this JFA, Arlington will provide funds for all participants to USGS. Funds provided by The Participant to Arlington will be held in fund/trust TBD and used to fulfill the JFA with the USGS to cover the cost of acquiring, quality checking, and delivering the orthoimagery.

Terms of MOU
The Participant agrees to the following:

- provide funding for the project to Arlington, as described in the preliminary cost estimate listed below, by the required deadline of December 1, 2013.
- receive a refund or provide additional funds to account for the difference between the preliminary cost estimate and the final cost. The preliminary cost estimate will be determined by USGS calculations and is detailed in this document. The final cost will be determined by the vendor contract and will be provided by USGS to MassOrtho to The Participant.
- if available and appropriate, agrees to assist the USGS Quality Assurance team by providing supplemental independent horizontal accuracy test points.
- if requested, agrees to assist USGS and/or MassOrtho with imagery quality assurance by reviewing the imagery and providing feedback to MassOrtho, in a timely manner.
- provide feedback on local ground conditions to MassOrtho to support USGS efforts, as needed.
- provide detailed delivery information to MassOrtho for receipt of the final products through USGS.
- to receive all final products from USGS.

Arlington, as MassOrtho's fiscal agent, agrees to the following:

- create a fund/trust TBD to hold all MassOrtho participant's funds, including the funds of The Participant.
- receive the funds delivered from The Participant
- if necessary, provide The Participant with a written notice of request/refund as determined by the final cost. The preliminary cost estimate will be determined by USGS calculations and is detailed in this document. The final cost will be determined by the vendor contract and will be provided by USGS to MassOrtho to The Participant.
- Provide USGS with payments from the fund/trust TBD on behalf of The Participant as needed.

The Participant's preliminary cost estimate for the orthoimagery is $ 14963.16 .

The only portion of this payment that is refundable is the portion that exceeds The Participant's final cost. The Participant's final cost will be determined upon USGS finalizing the contract with the selected vendor.

Upon signing this MOU, the Participant agrees to send payment to:

Adam Kurowski
Town Hall Annex, 1st Floor
730 Massachusetts Ave, Arlington, MA 02476
Check Payable to: Town of Arlington

Effective Period of MOU
This MOU will remain in effect until the orthoimagery and other files listed above are received by The Participant OR until December 31, 2014, whichever comes first.

Authorized Signatures

ACTON		
The Participant (print name)	Authorized Agent Signature	Date
Arlington, fiscal agent		11/21/13
(print name)	Authorized Agent Signature	Date