

**A RESOLUTION TO APPROVE AND AUTHORIZE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF DUNWOODY AND NORTH FULTON
MUNICIPALITIES FOR AERIAL IMAGERY**

WHEREAS, the Mayor and City Council are the governing authority of the City of Dunwoody and are charged with the protection of the health, safety and welfare of the citizens of Dunwoody; and

WHEREAS, the City of Dunwoody desires to maintain a Geographic Information Systems (GIS) database in order to provide proper community development and public works services to the citizens of the City; and

WHEREAS, in order to have an maintain a GIS system, the City requires aerial imagery data, such as LiDAR, of the terrain of the City; and

WHEREAS, it is the desire of Mayor and Council to approve the Intergovernmental Agreement (IGA) pursuant to the authority of state law and the Charter, as attached hereto, with the Cities of Sandy Springs, Roswell, Alpharetta, Milton, and Johns Creek, for the purpose of obtaining aerial imagery data for the GIS database, which IGA has been reviewed.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dunwoody and it is resolved by the authority of said City Council, that by passage of this Resolution the City of Dunwoody Mayor and City Council authorize an Intergovernmental Agreement (IGA) for the purpose of obtaining aerial imagery data for the operation of the GIS database, as attached hereto. The Mayor and Council direct the City Manager to send a certified copy of this Resolution to each of the other signatory jurisdictions.

SO RESOLVED AND EFFECTIVE, this 14th day of December, 2009.

Approved:

Ken Wright, Mayor

Attest:

Sharon Lowery, City Clerk

(Seal)

**INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE CITIES OF
ALPHARETTA, DUNWOODY, JOHNS CREEK, MILTON,
ROSWELL, AND SANDY SPRINGS, GEORGIA
FOR THE ACQUISITION OF COLOR AERIAL PHOTOGRAPHY
AND LIGHT DETECTION AND RANGING (LiDAR) DATA**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement"), is entered into by and among the Cities of Alpharetta, Dunwoody, Johns Creek, Milton, Roswell, and Sandy Springs, Georgia (collectively referred to herein as the "Participating Cities"), this _____ day of _____, 2009.

WITNESSETH:

WHEREAS, each of the Participating Cities relies on an up-to-date aerial base map for their respective geographic information system ("GIS") to support planning, public works, public safety, emergency, and other municipal functions; and

WHEREAS, the Participating Cities are interested in collaborating to acquire a new color aerial photography and light detection and ranging ("LiDAR") data system, and a remote sensing system used to collect topographic data (referred to herein collectively as the "Aerial Imagery"); and

WHEREAS, this critical data layer is used for analysis and mapping with other geographic information to support citizen inquiries, planning decisions, asset management, emergency response, and other essential municipal activities; and

WHEREAS, other benefits of the Aerial Imagery include 3-D visualization, viewshed analysis and hydrologic runoff and storm/flood modeling; and

WHEREAS, collaboration by the Participating Cities on acquiring the Aerial Imagery may provide an approximate thirty percent (30%) cost savings and will produce a consistent regional base map, which will facilitate a better working relationship among the Participating Cities; and

WHEREAS, Art. 9, § 3, ¶ 1 of the Constitution of the State of Georgia provides that municipalities of the State of Georgia may contract with each other for any period not exceeding fifty (50) years for the provision of services or for the joint or separate use of facilities or equipment; and

WHEREAS, each of the Participating Cities desires to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of all jurisdictions; and

WHEREAS, each of the Participating Cities has authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Cities hereby agree as follows:

ARTICLE 1

PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Cities jointly to acquire and finance the Aerial Imagery. The area to be served by the Aerial Imagery will encompass the geographical boundaries of the Participating Cities and will be used to support various municipal functions of the Participating Cities including, but not limited to, planning, public works, public safety, and emergency services.

ARTICLE 2

SPONSOR

Because the acquisition of the Aerial Imagery requires a formal advertisement and bid process, it is in the mutual interest of the Participating Cities to designate one of the Participating Cities as a sponsor for developing and implementing the bid process for the acquisition of the Aerial Imagery (the "Sponsor"). The Sponsor shall prepare a request for bid package (the "RFB"), in substantially the form attached hereto as Exhibit "A", and shall submit the RFB to the Committee, as hereinafter described, for approval prior to issuing the RFB and accepting bids. The Sponsor shall coordinate the bid process with the Committee to ensure compliance with any applicable purchasing policies, resolutions and/or ordinances of each of the Participating Cities. The Sponsor shall receive bids from qualified firms in accordance with established and published bid requirements (approved by the Committee) and shall present acceptable (as determined by the Sponsor) bids to the Committee for review and selection of the winning bidder. The Participating Cities hereby designate the City of Alpharetta as the Sponsor for such purposes.

ARTICLE 3

COMMITTEE

There is hereby created a committee consisting of the GIS Manager of each of the Participating Cities (the "Committee"). The Committee shall review and approve the RFB form, shall receive and review acceptable bids from the Sponsor, and shall select the winning bidder from the acceptable bids in accordance with the bid requirements established and published by the Sponsor.

ARTICLE 4

FUNDING

(a) The total cost for the Aerial Imagery will be shared by the Participating Cities based on percentages equal to the percentage geographic areas of each of the Participating Cities (the "Percentage Share"), as reflected in the table below:

	Alpharetta	Dunwoody	Johns Creek	Milton	Roswell	Sandy Springs	Total
Sq. Miles	26.9	13.2	31.3	39.1	41.6	38.8	190.9
% Area	14.1%	6.9%	16.4%	20.5%	21.8%	20.3%	100.00%

- (b) Each of the Participating Cities shall remit payment of its Percentage Share to the Sponsor within thirty (30) days from the date of execution of a contract with the winning bidder ("Contract"). Such payment shall be held by the Sponsor in Escrow until such time as a full payment to the winning bidder is to be made pursuant to the Contract. The Contract shall require that the winning bidder complete the Aerial Imagery for all Participating Cities to the satisfaction of each respective City through its member of the Committee. If any Participating City is not satisfied with the Aerial Imagery, such City shall have the right to dispute its portion of the payment to the winning bidder, and such right of each Participating City shall be included in the Contract.
- (c) If the total cost for the Aerial Imagery under this Agreement and any resulting RFB and Contract shall exceed the approved budget for any Participating City, such Participating City shall have the right to withdraw from participation in the Aerial Imagery prior to the execution of the Contract.

ARTICLE 5

SPONSOR OBLIGATIONS

The Sponsor hereby agrees to the following:

- (a) Each Participating City shall receive ownership of, or at least a license in perpetuity to utilize for any proper governmental purpose, all the Aerial Imagery data created by the winning bidder and provided to the Sponsor pursuant to the RFB and the Contract.
- (b) The Aerial Imagery shall be distributed to a Participating City, upon request and payment of costs, if any, as follows: (1) the Participating City shall receive all the Aerial Imagery data collected from within its geographical boundaries, and (2) the Participating City shall receive such other Aerial Imagery data collected for other Participating Cities as the Participating City may request.
- (c) Preliminary flight plans submitted to the Sponsor by the winning bidder shall be submitted to the Committee for review, as well as the final flight lines upon completion of the photographic missions. A Participating City shall be allowed to have and hold a copy of such plans and flight lines upon request and payment of costs, if any, and shall have the same rights to them as the Sponsor.
- (d) A Participating City shall receive, upon request and payment of costs, if any, a copy of all documents required by the Sponsor in the RFB and the Contract, including, but not limited to, camera calibration report, negatives, scanned or original digital imagery, contact prints, photo index, aerial summary report, survey control report, LiDAR Processing Report, Tile layout, LAS tiles, and topographic data. A Participating City shall retain ownership of its copy of each document received pursuant to this section.

ARTICLE 6

TERM OF AGREEMENT

This Agreement shall commence upon execution by all parties to this Agreement and shall continue in effect for a period of twelve (12) months.

ARTICLE 7

NON-ASSIGNABILITY

None of the Participating Cities shall assign any of the obligations or benefits of this Agreement without the mutual written consent by resolutions of the councils of all Participating Cities.

ARTICLE 8

ENTIRE AGREEMENT

The Participating Cities acknowledge, each one to each of the others, that the terms of this Agreement constitute the entire understanding and agreement of the Participating Cities regarding the subject matter of the Agreement.

ARTICLE 9

AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolutions of the councils of all Participating Cities.

ARTICLE 10

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11

BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Cities' successors, heirs and assigns.

ARTICLE 12

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 13

GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia and proper venue for any actions arising out of this Agreement shall be in the Superior Court of Fulton County.

ARTICLE 14

NOTICE

Any notice required by this Agreement may be given by a Participating City or its attorney, or its Agent herein named, and shall be given at the following addresses:

If to the City of Alpharetta:

Robert J. Regus, City Manager
2 South Main Street
Alpharetta, Georgia 30009

With a Copy to:

Sam Thomas, City Attorney
Bovis, Kyle & Burch, LLC
200 Ashford Center North
Suite 500
Atlanta, Georgia 30338

If to the City of Dunwoody:

Warren Hutmacher, City Manager
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

With a Copy to:

Brian Anderson, City Attorney
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

If to the City of Johns Creek:

John Kachmar, City Manager
12000 Findley Road
Suite 400
Johns Creek, Georgia 30097

With a Copy to:

William F. Riley, City Attorney
12000 Findley Road
Suite 400
Johns Creek, Georgia 30097

If to the City of Milton:

Christopher J. Lagerbloom, City Manager
13000 Deerfield Parkway
Suite 107
Milton, Georgia 30004

With a Copy to:

Ken Jarrard, City Attorney
Jarrard & Davis, LLP
105 Pilgrim Village Drive, Suite 200
Cumming, Georgia 30040

If to the City of Roswell:

Kay G. Love, City Manager
Roswell City Hall
38 Hill Street
Suite 115
Roswell, Georgia 30075

With a Copy to:

David Davidson, City Attorney
Roswell City Hall
38 Hill Street
Suite 110
Roswell, Georgia 30075

If to the City of Sandy Springs:

John McDonough, City Manager
7840 Roswell Road
Building 500
Sandy Springs, Georgia 30350

With a Copy to:

Wendell K. Willard, City Attorney
Two Ravinia Drive
Suite 1630
Atlanta, Georgia 30346

All notices are effective upon receipt. Any Participating City may change an address by giving written notice of said change of address to the other Participating Cities.

IN WITNESS WHEREOF, the Participating Cities have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF ALPHARETTA, GEORGIA

ATTEST:

Arthur Letchas, Mayor

City Clerk

(SEAL)

Approved as to form:

Sam Thomas, City Attorney

Robert J. Regus, City Manager

CITY OF DUNWOODY, GEORGIA

ATTEST:

Ken Wright, Mayor

City Clerk

(SEAL)

Approved as to form:

Brian Anderson, City Attorney

Warren Hutmacher, City Manager

CITY OF JOHNS CREEK, GEORGIA

ATTEST:

Michael E. Bodker, Mayor

City Clerk

(SEAL)

Approved as to form:

William F. Riley, Jr., City Attorney

John Kachmar, City Manager

CITY OF MILTON, GEORGIA

ATTEST:

Joe Lockwood, Mayor

City Clerk

(SEAL)

Approved as to form:

Ken Jarrard, City Attorney

Christopher J. Lagerbloom, City Manager

CITY OF ROSWELL, GEORGIA

ATTEST:

Jere Wood, Mayor

City Clerk

(SEAL)

Approved as to form:

David Davidson, City Attorney

Kay G. Love, City Manager

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Eva Galambos, Mayor

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager

EXHIBIT "A"

Request for Bid Package ("RFB")