

STATE OF GEORGIA  
COUNTY FULTON

**A RESOLUTION TO APPROVE AND AUTHORIZE THE MAYOR TO ENTER  
INTO AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE  
CITIES OF ALPHARETTA, JOHNS CREEK, MILTON, ROSWELL AND  
SANDY SPRINGS FOR THE ACQUISITION OF COLOR AERIAL  
PHOTOGRAPHY AND LIGHT DETECTION AND RANGING (LiDAR) DATA**

**WHEREAS**, the City of Sandy Springs (“Sandy Springs”), and the cities of Alpharetta, Johns Creek, Milton and Roswell (all cities are herein collectively referred to as the “Participating Cities”) rely on an up-to-date aerial base map for their respective geographic information system to support planning, public works, public safety, emergency, and other municipal functions; and

**WHEREAS**, the Participating Cities desire to collaborate to acquire a new color aerial photography and light detection and ranging data system and a remote sensing system used to collect topographic data (herein collectively referred to as the “Aerial Imagery”) and to share the total cost of the Aerial Imagery; and

**WHEREAS**, Aerial Imagery 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, view shed analysis and hydrologic runoff and storm/flood modeling; and

**WHEREAS**, 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 including, but not limited to, planning, public works, public safety and emergency services; and

**WHEREAS**, collaboration by the Participating Cities to acquire 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**, the Participating Cities desire to enter into an intergovernmental agreement (the “Agreement”) to establish the intent of the Participating Cities jointly to acquire and finance the Aerial Imagery in substantially the form attached to this resolution as Exhibit “A”; and

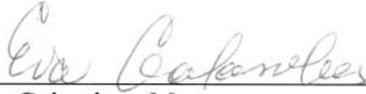
**WHEREAS**, Art. 9, § 3, ¶ 1 of the Constitution of the State of Georgia provides that municipalities of the State of Georgia may contract with each other for any period not exceeding fifty (50) years for the provision of services or for the joint or separate use of facilities or equipment;

**NOW THEREFORE, BE IT RESOLVED**, that the City Council of Sandy Springs, as its governing authority, by adoption of this resolution, does hereby authorize the following:

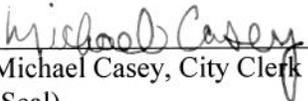
1. The Agreement is hereby approved in substantially the form attached hereto as Exhibit "A"; and
2. The Mayor is hereby authorized to enter into the Agreement and the Mayor and duly authorized representatives of the City are hereby authorized to take such action as shall be deemed necessary to accomplish the purposes of this resolution.

**APPROVED AND ADOPTED** this the 20<sup>th</sup> day of October, 2009.

Approved:

  
\_\_\_\_\_  
Eva Galambos, Mayor

Attest:

  
\_\_\_\_\_  
Michael Casey, City Clerk  
(Seal)



**INTERGOVERNMENTAL AGREEMENT  
BY AND AMONG THE CITIES OF  
ALPHARETTA, 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, Johns Creek, Milton, Roswell, and Sandy Springs, Georgia (collectively referred to herein as the "Participating Cities"), this 20th day of October, 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") and 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 Roswell 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**

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	Johns Creek	Milton	Roswell	Sandy Springs	Total
Sq. Miles	26.9	31.3	39.1	41.6	38.8	177.7
% Area	15.1%	17.6%	22.0%	23.4%	21.8%	100.0%

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.

## **ARTICLE 5**

### **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 6**

### **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 7**

### **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 8**

### **AMENDMENT**

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

## **ARTICLE 9**

### **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 10**

**BINDING EFFECT**

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

**ARTICLE 11**

**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.

**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 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