

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 PARTICIPATION IN THE U.S. GEOLOGICAL SURVEY ASSISTANCE AWARD PROGRAM IN CONNECTION WITH THE ACQUISITION OF COLOR AERIAL PHOTOGRAPHY AND LIGHT DETECTION AND RANGING (LiDAR) DATA**

**WHEREAS**, the City of Sandy Springs and the Cities of Alpharetta, Dunwoody, Johns Creek, Milton and Roswell (the "Participating Cities") have entered into a certain Intergovernmental Agreement, dated January 1, 2010, pursuant to which the Participating Cities have agreed to participate in the acquisition of 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**, the Participating Cities have become aware that certain funds may be available from the U.S. Geological Survey ("USGS") to defray a portion of the costs of the Aerial Imagery; and

**WHEREAS**, as one of the cornerstones of the National Geospatial Program of the USGS, The National Map ("TNM") is a collaborative effort among the USGS and other federal, state and local partners to improve and deliver topographic information for the United States; and

**WHEREAS**, in support of national security initiatives, the USGS will make funds available to municipalities and others in the form of an assistance award to pursue eligible activities in furtherance of the goals of the USGS; and

**WHEREAS**, the Participating Cities believe that the Aerial Imagery qualifies as an eligible activity for which request for an assistance award from the USGS is appropriate; and

**WHEREAS**, an award by the USGS to the Participating Cities for the Aerial Imagery could represent up to twenty to thirty percent (20%-30%) of costs for the Aerial Imagery, resulting in significant savings to the Participating Cities; and

**WHEREAS**, O.C.G.A. § 36-34-2(5) gives municipalities the power to contract with any political subdivision of the State of Georgia to execute any project for the political subdivision in which the municipality has an interest; and

**WHEREAS**, each of the Participating Cities, with the possible exception of the City of Dunwoody, desires to collaborate to apply for available funds from the USGS for the Aerial Imagery and intends to authorize the execution of this Agreement through appropriate action of their governing bodies;

**WHEREAS**, the Participating Cities, with the possible exception of the City of Dunwoody, desire to enter into an intergovernmental agreement (the "Agreement") to establish the intent of the Participating

**RESOLUTION NO. 2010-02-09**

Cities jointly to acquire and finance the Aerial Imagery in substantially the form attached to this resolution as Exhibit "A"; and

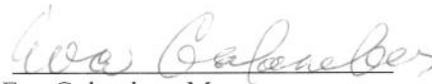
**WHEREAS**, Art. 9, § 3, ¶ 1 of the Constitution of the State of Georgia provides that municipalities of the State of Georgia may contract with each other for any period not exceeding fifty (50) years for the provision of services or for the joint or separate use of facilities or equipment;

**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:

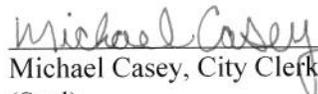
1. The Agreement is hereby approved in substantially the form attached hereto as Exhibit "A"; and
2. The Mayor is hereby authorized to enter into the Agreement and the Mayor and duly authorized representatives of the City are hereby authorized to take such action as shall be deemed necessary to accomplish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

**APPROVED AND ADOPTED** this 2nd day of February, 2010.

Approved:

  
Eva Galambos, Mayor

Attest:

  
Michael Casey, City Clerk  
(Seal)



**INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITIES OF ALPHARETTA,  
DUNWOODY, JOHNS CREEK, MILTON, ROSWELL AND SANDY SPRINGS FOR  
PARTICIPATION IN THE U.S. GEOLOGICAL SURVEY  
ASSISTANCE AWARD PROGRAM**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and among the Cities of Alpharetta, Dunwoody, Johns Creek, Milton, Roswell, and Sandy Springs, Georgia (collectively referred to herein as the “Participating Cities”) (**NOTE: The City of Dunwoody may elect not to participate in this Agreement**).

**WITNESSETH:**

**WHEREAS**, pursuant to the terms of an Intergovernmental Agreement by and among the Participating Cities, dated the January 1, 2010 (“Aerial Imagery IGA”), the Participating Cities are 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**, the Participating Cities have become aware that certain funds may be available from the U.S. Geological Survey (“USGS”) to defray a portion of the costs of the Aerial Imagery; and

**WHEREAS**, as one of the cornerstones of the National Geospatial Program of the USGS, The National Map (“TNM”) is a collaborative effort among the USGS and other federal, state and local partners to improve and deliver topographic information for the United States; and

**WHEREAS**, in support of national security initiatives, the USGS will make funds available to municipalities and others in the form of an assistance award to pursue eligible activities in furtherance of the goals of the USGS; and

**WHEREAS**, the Participating Cities believe that the Aerial Imagery qualifies as an eligible activity for which request for an assistance award from the USGS is appropriate; and

**WHEREAS**, an award by the USGS to the Participating Cities for the Aerial Imagery could represent up to twenty to thirty percent (20%-30%) of costs for the Aerial Imagery, resulting in significant savings to the Participating Cities; and

**WHEREAS**, O.C.G.A. § 36-34-2(5) gives municipalities the power to contract with any political subdivision of the State of Georgia to execute any project for the political subdivision in which the municipality has an interest; 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 Participating Cities; and

**WHEREAS**, the Participating Cities desire to collaborate to apply for available funds from the USGS for the Aerial Imagery and has authorized the execution of this Agreement through appropriate action of 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 cooperate in submitting an application ("Application") for an assistance award ("Funds") from the USGS to defray the costs of the Aerial Imagery. The use of the Funds shall be subject to all terms and conditions of the USGS in the award of the Funds.

## **ARTICLE 2**

### **SPONSOR**

It is in the mutual interest of the Participating Cities to designate one of the Participating Cities as a sponsor ("Sponsor") for submitting the Application. The Sponsor shall coordinate the Application process and serve as a liaison to the USGS in the effort to obtain an assistance award for the Aerial Imagery. The Sponsor, however, makes no representation as to the

success of the Application and shall not be responsible to the Participating Cities for an unsuccessful Application. For purposes of this Agreement, the City of Sandy Springs is hereby designated as the Sponsor to coordinate the Application.

### **ARTICLE 3**

#### **APPLICATION AND RESPONSIBILITIES OF PARTIES**

Each of the Participating Cities agrees to cooperate fully with the Sponsor and to assist the Sponsor in undertaking the Application at the Sponsor's request, including providing the Sponsor with information and resources necessary to accomplish the Application. Each of the Participating Cities agrees to act in good faith and with due diligence in the performance of its obligations and responsibilities under this Agreement. Each of the Participating Cities further agrees that it shall fully cooperate in all things required and appropriate to comply with the terms and conditions of any Funds received for the Aerial Imagery as a result of the Application.

### **ARTICLE 4**

#### **USE OF FUNDS**

All Funds received by the Participating Cities pursuant to the Application shall be used for the Aerial Imagery in accordance with the terms and conditions of the award of the Funds. The Funds shall be applied, on a pro rata basis, to the financial obligations of the Participating Cities entering into this Agreement, as such obligations are described in Article 4 of the Aerial Imagery IGA.

### **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.

**ARTICLE 12**

**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 13**

**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:  
**(Note: Dunwoody may not participate)**

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**  
(Note: Dunwoody may not participate)

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