

*Memorandum of Agreement
for
The Cooperative Purchase of Aerial Imagery*

THIS AGREEMENT is made and entered into as of this _____ day of _____, 2009 by and between Carroll County, Georgia, Coweta County, Georgia, DeKalb County, Georgia, Henry County, Georgia, the Clayton County Water Authority and the City of Griffin, Georgia (hereinafter referred to as the “Participants”) and the ATLANTA REGIONAL COMMISSION (hereinafter referred to as “ARC”).

WITNESSETH:

WHEREAS, ARC is the Metropolitan Area Planning and Development Commission for the Atlanta Metropolitan Area; and

WHEREAS, in accordance with O.C.G.A. 50-8-93 (e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, Carroll, Coweta, DeKalb and Henry Counties, the Clayton County Water Authority and the City of Griffin, Georgia have requested that ARC manage the cooperative purchase of hyper-accurate Light Detection and Ranging (LiDAR) topographic data and high resolution aerial photography for the participating entities; and

WHEREAS, the Participants will save substantial funds by purchasing this data in partnership.

NOW, THEREFORE, for and in consideration of these premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Agreement (MOA) provides the framework for the cooperative purchase of LiDAR topographic data and purchase of high-quality, color, digital orthophotography as a cost-sharing objective for the participating local governments. This cooperative purchase will consist of the area of Carroll, Clayton, Coweta, DeKalb, Henry, and Spalding Counties. Each County will have the right to use the data for its corporate boundary in all governmental activities.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. ARC

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Be the recipient of any federal, state or local funding for activities associated with the project.
3. Award and manage any sub-contracts necessary to accomplish the project.
4. Manage the project in accordance with all applicable state and federal laws and regulations.
5. Provide periodic financial status reports to the Participants showing the obligation and expenditure of funds.
6. ARC will refund to the Participants any funds paid in advance for which the ARC does not actually incur the estimated costs once the project is complete.
7. Deliverables

- Flight Report and digital images
- Ground control survey report coordinates
- Triangulation report and coordinates
- Photo Center Index
- Mosaic Breakline File
- Sample/Pilot Products
- One complete set of digital orthophoto tiles pertaining to the project (Images should be delivered in Geo-Tiff and MrSID file format)
- DEM/DTM/TIN files
- Spot Elevation Data (ESRI point shapefile) with metadata
- 2' Contour Data, arcs and polygons (ESRI file format) with metadata
- The Metadata File shall be delivered in XML file format and be fully and completely FGDC compliant. It shall contain the following information:
 1. Date of photography by scale
 2. Altitude of camera and camera focal length
 3. Date of data set compilation by scale
 4. Coordinate system for horizontal and vertical control denoting NAD83 or other
 5. A list of the ground control points used for the project. The minimum data shown for each point shall include: physical attributes (i.e. iron rod, railroad spike, etc), X and Y grid coordinates, and elevation
 6. A statement of accuracy of the orthophotos

All digital files delivered will have the following projection: horizontally georeferenced to the Georgia West State Plane Coordinate System NAD83, Units Survey Feet, and vertically georeferenced to the NAVD88 vertical datum. Upon project completion, all digital data will be delivered on one portable storage device. Item 4 above will also have full and complete FGDC compliant metadata in XML file format.

B. The Participants

The Participants shall be responsible for the following:

1. Assist ARC in the development of a specification for the project.
2. To provide necessary local government data where appropriate to complete the project including local monumentation data where available.
3. Provide funding, in the following amounts for the project:

Carroll County	Digital Orthophotography	
	Aerial LiDAR Survey	
	Countywide TINs	
	TIN-Generated 2' Contours	
	Carroll County Total	
Coweta County	Digital Orthophotography	
	Coweta County Total	
DeKalb County	Digital Orthophotography	
	Aerial LiDAR Survey	
	Countywide TINs	
	Stereo Hydrographic Breaklines	
	Final Edited 2' Contour	
	LiDAR Surface Return Top	
	Duplicate Color IR – Final Edit	
	DeKalb County Total	
Henry County	Digital Orthophotography	
	Henry County Total	
Clayton County Water Auth.	Digital Orthophotography	
	Clayton County Water Auth. Total	
City of Griffin	Digital Orthophotography	
	Aerial LiDAR Survey	
	Countywide TINs	
	TIN-Generated 2' Contours	
	City of Griffin Total	

4. Make payment to ARC for its share upon execution of this agreement.

5. To provide other assistance as mutually agreed upon.

SECTION 3: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

All parties shall comply with all applicable local, state, and federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of either party under state or federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 5: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS

This agreement shall become effective upon execution by all parties and remain in effect until the completion of the project or termination by any party as provided below.

Any party may request changes to this MOA at any time by written notice to the other parties signatory of this agreement. Such changes as are mutually agreed upon by and between the parties shall be incorporated in written amendments to this MOA executed in the same manner as original MOA approval. This Agreement may only be modified by an instrument in writing executed by the Participants and ARC. Notwithstanding the foregoing, the Participants and ARC acknowledge that this Agreement may be revised or refined from time to time during its term. The Participants and ARC agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

SECTION 6: NOTIFICATION

Any official notifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement.

The parties hereto understand and agree that this Memorandum of Agreement may be executed in counterparts.

In witness whereof, the parties hereto have executed this Memorandum of Agreement, this _____ day of _____, 2009.

Counterpart 1 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

Attest:

Atlanta Regional Commission

Director

Chair

Counterpart 2 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

Attest:

Carroll County

Commission Chair

Counterpart 3 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

Attest:

Coweta County

Commission Chair

Counterpart 4 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

DeKalb County

Burrell Ellis
Chief Executive Officer
DeKalb County, Georgia

ATTESTED:

Barbara Sanders
Clerk of the
Chief Executive Officer
and Board of Commissioners
of DeKalb County, Georgia

Approved as to Substance:

Director

Approved as to Form:

County Attorney

Counterpart 5 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

Attest:

Henry County

Commission Chair

Counterpart 6 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

Attest:

Clayton County Water Authority

Chair

Counterpart 7 of 7 to this Memorandum of Agreement regarding the Cooperative Purchase of Aerial Imagery.

Attest:

City of Griffin

Commission Chair