2023 INTERGOVERNMENTAL AGREEMENT BETWEEN WALTON COUNTY, GEORGIA AND THE CITY OF MONROE AND THE CITY OF LOGANVILLE REGARDING AERIAL IMAGERY PROJECTS

This Intergovernmental Agreement ("<u>Agreement</u>") is made as of the 1st day of April, 2023, by and between **WALTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, by and through the duly authorized governing authority of Walton County, Georgia (hereinafter referred to as "<u>Walton County</u>"), the **CITY OF MONROE**, a duly incorporated Georgia municipality situated in Walton County, by and through the duly authorized governing authority of the City of Monroe (hereinafter referred to as "<u>Monroe</u>"), and the **CITY OF LOGANVILLE**, a duly incorporated Georgia municipality situated in Walton and Gwinnett Counties, by and through the duly authorized governing authority of the City of Loganville (hereinafter referred to as "Loganville").

WHEREAS, Walton County has engaged Pictometry International Corp d/b/a EagleView ("EagleView") to provide certain aerial imagery services of Walton County, Georgia;

WHEREAS, Monroe and Loganville desire for Walton County to obtain from EagleView certain enhanced aerial imagery services for the incorporated areas of the City of Monroe and the City of Loganville;

NOW, THEREFORE, Walton County, Monroe and Loganville, in exchange of good and adequate consideration, the receipt of which is hereby acknowledged by the parties, which includes the mutual benefits to be received by the citizens of each local government, do hereby agree that Walton County shall obtain from EagleView certain enhanced aerial imagery services for the incorporated areas of the City of Monroe and the City of Loganville as follows:

1. <u>Aerial Imagery Services</u>. For the incorporated areas of the City of Monroe and the City of Loganville, Walton County shall obtain from EagleView enhanced aerial imagery services resulting from flights occurring in 2025 and 2028 that it will share with the City of Monroe and the City of Loganville.

2. <u>**Compensation**</u>. In exchange for Walton County obtaining the enhanced aerial imagery services, each of Monroe and Loganville agrees to pay Walton County according to the following schedule:

(i) March 1, 2025 - \$6,968.06;
(ii) March 1, 2026 - \$6,968.06; and
(iii) March 1, 2027 - \$6,968.06.

3. <u>Use of Aerial Imagery Services</u>. Each of Monroe and Loganville agree that they shall only use the aerial imagery services for lawful purposes in accordance with the direction, instruction, and supervision of Walton County.

4. <u>Authority</u>. Monroe and Loganville each certifies that it has reviewed its charter prior to entering into this Agreement with Walton County and affirms by the execution of this

Agreement that there is no prohibition, expressed or implied, in its charter that prevents Monroe or Loganville from entering into this Agreement and performing in accordance with the terms set forth herein.

5. <u>**Term and Termination**</u>. This Agreement shall commence upon full execution by the Parties and will continue in full force and effect until all payments to Walton County referenced in Paragraph 2 have been made, unless terminated earlier pursuant to this Agreement. Walton County may terminate this Agreement upon sixty (60) days prior written notice to Monroe and Loganville. In the event of such termination by Walton County, Monroe and Loganville shall have no further obligation hereunder.

6. <u>Entire Agreement</u>. This Agreement incorporates all prior negotiations, interpretations and understandings between the parties and is the full and complete expression of their agreement. This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the parties with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings shall have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

7. <u>Modifications</u>. Any change, alteration, deletion, or addition to the terms set forth in this Agreement must be in the form of a written modification signed by all Parties.

8. <u>**Counterparts**</u>. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of electronic signature pages shall be sufficient to create a binding agreement.

9. <u>Governing Law</u>. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first hereinabove written.

WALTON COUNTY:

WALTON COUNTY, GEORGIA

By:___

David Thompson, Chairman

Attest:______Name:______Title:______

[SEAL]

MONROE:

CITY OF MONROE

By:_____

John Howard, Mayor

Attest:	
Name:	
Title:	

[SEAL]

LOGANVILLE:

CITY OF LOGANVILLE

By:_____

Skip Baliles, Mayor

Attest:______Name:______Title:______

[SEAL]