

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: January 3, 2018

Subject: **Approval of an Intergovernmental Agreement with Sandy Springs to Provide Funds for Perimeter Traffic Management System Upgrades and Central Parkway Sidewalk**

BACKGROUND

The cities of Sandy Springs and Dunwoody propose to enter into an Intergovernmental Agreement (IGA) whereby Sandy Springs will contribute funding to two projects that Dunwoody is sponsoring in collaboration with the Perimeter Community Improvement District (PCID). The Perimeter Automated Traffic Management System (ATMS) project will consist of vehicle detection upgrades, inter-signal communication improvements, additional traffic cameras and construction of a left turn lane at Peachtree Dunwoody Road and Hammond Drive. This project will continue to enhance both cities' ability to manage traffic in the central perimeter business district. The Central Parkway project will fill a 700-foot gap in the sidewalk at the city limit on the east side of the roadway.

FUNDING

The proposed funding for the Automated Traffic Management System project is as follows:

Source	Amount	Description	Status
Federal Funds	\$1,744,735	Construction	Authorized per 6/2017 GDOT Construction Agreement
PCID	\$231,931	Constr. Local Match	Approved PCID Board
Sandy Springs	\$160,000	Intersection Constr. & Mgt.	Approved 12/2017 per IGA
Dunwoody	\$40,000	Construction Management	Budgeted
Brookhaven	\$4,000	Construction Management	Pending

The proposed funding for the Central Parkway sidewalk is as follows:

Source	Amount	Description	Status
PCID	\$51,000	Construction	Pending
Sandy Springs	\$33,500	Constr. & Mgt.	Approved 12/2017 per IGA
Dunwoody	\$23,000	Constr. & Mgt.	Budgeted

RECOMMENDED ACTION

Staff recommends approval of the Intergovernmental Agreement with Sandy Springs.

INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE CITIES OF
DUNWOODY, GEORGIA AND
SANDY SPRINGS, GEORGIA
FOR AN INTERSECTION IMPROVEMENT AT PEACHTREE DUNWOODY ROAD AND
HAMMOND DRIVE, SIDEWALK CONSTRUCTION ON CENTRAL PARKWAY AND
ASSOCIATED CONSTRUCTION MANAGEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), is entered into by and among the cities of Dunwoody and Sandy Springs, Georgia (collectively referred to herein as the “Participating Cities”), as of the _____ day of _____, 2017.

WHEREAS, the City of Dunwoody has entered into an agreement with the Georgia Department of Transportation to receive \$1,387,723 in federal funding for the Perimeter Activity Center- ITS Upgrades and System Expansion which is programmed in the regional Transportation Improvement Program (TIP) as ARC Project ID DK-427, GDOT PI No. 0012631; and

WHEREAS, in addition to signal technology upgrades at a number of intersection in the Perimeter Center area, the ITS Upgrade project includes operational improvements at the intersection of Peachtree Dunwoody Road and Hammond Drive to which the City of Sandy Springs has previously committed \$115,000; and

WHEREAS, the Participating Cities desire to work together to fill a gap in the existing sidewalk network on the south side of Central Parkway that spans across the border between the two Participating City; and

WHEREAS, it would be most cost effective for the Participating Cities to employ a single contractor to construct the new sidewalk; and

WHEREAS, construction management will be required for these two projects , 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 perform road and sidewalk improvements at the intersection of Peachtree Dunwoody Road and Hammond Drive and on Central Parkway (the Projects).

ARTICLE 2

WORK

The work at Peachtree Dunwoody Road and Hammond Drive will consist of adding an additional northbound left turn lane on Peachtree Dunwoody Road along with associated pavement resurfacing, striping, signage and traffic signal modifications.

The work at Central Parkway will consist of adding approximately 700 feet of new concrete sidewalk on the south side of the roadway between the entrance to 7000 Central Parkway and Perimeter Center West.

All work shall be completed in accordance with Georgia Department of Transportation Standard Specifications (current edition).

ARTICLE 3

SPONSOR

Dunwoody will be the contracting agency (Sponsor). The sponsor will be responsible for contract administration and project management. Representatives from both participating cities shall be included on all project correspondence related to the work.

ARTICLE 4

FUNDING

- (a) Competitive sealed bids for the Perimeter Activity Center project were received with a low bid of \$1,859,655.70 by Brooks Berry Haynie. The City of Sandy Springs funding commitment is \$115,000 with the balance provided by federal funds (\$1,387,723) and by the Perimeter Community Improvement District (\$356,931). Payment to the City of Dunwoody shall be submitted upon commencement of the work by the contractor.
- (b) The Central Parkway sidewalk project will be 100% locally funded utilizing the City of Dunwoody's unit price contract with Georgia Development Partners for sidewalk and minor road construction. The total not to exceed cost estimate is \$101,686 with the Perimeter Community Improvement District paying 50% of the costs, Sandy Springs

paying 30% and Dunwoody paying 20% based on the proportional length of sidewalk within each city. Payment shall be submitted within 30 days of completion of the work.

- (c) For both projects the City of Dunwoody will utilize an existing consultant contract for construction management. The construction management fees will be divided proportionally based on the value of the work in each city. The estimated construction management cost for the ITS Upgrade project is \$45,000 and for the sidewalk project the estimated cost is \$3,000. Payment shall be submitted within 30 days of completion of the work.

ARTICLE 5

TERM OF AGREEMENT

This Agreement shall commence upon execution by all parties to this Agreement and shall continue in effect until final completion of the project but not for a period of more than eighteen (18) 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

#H.4.

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

CONFLICT RESOLUTION

Both participating cities have the right to stop work upon providing Notice if the Project is not being performed to any standard specified by the participating cities. In such an event, if work is stopped, the Public Works Directors of the Participating Cities will resolve the conflict within 36 hours. If no agreement can be reached within the specified time period, the District 7 Engineer for the Department of Transportation shall be authorized to adjudicate the dispute. The adjudication process setfor herein shall not bar any Participating City to elect any other remedy allowed by law.

ARTICLE 11

INDEMNIFICATION

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City of Dunwoody defend, indemnify and hold harmless the City of Sandy Springs and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of Dunwoody or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City of Dunwoody, its employees, officers and agents. The City of Dunwoody shall promptly notify the City of Sandy Springs of each claim, cooperate with the City of Sandy Springs in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City of Sandy Springs' participation.

It is the intent of the parties to be covered under the auspices of any applicable immunity granted by law. Only to the extent permitted by law, shall the City of Sandy Springs defend, indemnify and hold harmless the City of Dunwoody and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City of Sandy Springs or its officers, employees, or agents may incur as a result of any claim,

demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the City of Sandy Springs, its employees, officers and agents. The City of Sandy Springs shall promptly notify the City of Dunwoody of each claim, cooperate with the City of Dunwoody in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City of Dunwoody's participation.

The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the term of this Agreement.

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 Fulton or DeKalb County Superior Court.

ARTICLE 14

NOTICE

Notice may be given by a participating City or its attorney, or its Agent herein named, and shall be given by mail or by hand delivery to the following addresses:

If to the City of Dunwoody: Eric Linton, City Manager
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

With a Copy to:

Ben Prickett, City Attorney
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

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 1360
Dunwoody, 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 DUNWOODY, GEORGIA

ATTEST:

Denis L. Shortal, Mayor

City Clerk

(SEAL)

Approved as to form:

Ben Prickett, City Attorney

Eric Linton, City Manager

CITY OF SANDY SPRINGS, GEORGIA

ATTEST:

Rusty Paul, Mayor

City Clerk

(SEAL)

Approved as to form:

Wendell K. Willard, City Attorney

John McDonough, City Manager