



4800 Ashford Dunwoody Road
Dunwoody, Georgia 30338
dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: August 26, 2019

Subject: **Approval of an Intergovernmental Agreement with the City of Sandy Springs for Traffic Signal Detection Equipment in Dunwoody Right of Way**

BACKGROUND

The City of Sandy Springs is planning to expand its traffic management system on several corridors including Perimeter Center West. Because the Perimeter Pointe intersection on this corridor is less than 300 feet west of the Dunwoody city limits, the advanced vehicle detection for the westbound approach to the intersection needs to be located within Dunwoody right-of-way. The equipment to be installed in Dunwoody includes two wireless vehicle detectors embedded in the pavement, and a 20-foot high fiberglass pole with a wireless repeater attachment installed on the north side of Perimeter Center West near the sidewalk (see attached drawings and picture).

The proposed Intergovernmental Agreement (IGA) allows for Sandy Springs to install and maintain the signal equipment in Dunwoody right of way. The IGA contains a provision for Sandy Springs to move the equipment at its own expense if the equipment conflicts with any future Dunwoody public works project and either party may terminate the agreement with 30 days written notice.

RECOMMENDED ACTION

Staff recommends approval of the intergovernmental agreement with the City of Sandy Springs to allow for installation of traffic devices in Dunwoody right of way on Perimeter Center West.

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (“**Agreement**”) is entered into as of the date of the later signature below (“**Effective Date**”), by the City of Sandy Springs, a municipal corporation of the State of Georgia (“**Sandy Springs**”), and the City of Dunwoody, a municipal corporation of the State of Georgia (“**Dunwoody**”) (both Sandy Springs and Dunwoody are each a “**Party**” to this Agreement, and occasionally herein referred to as the “**Parties**”).

RECITALS

WHEREAS, the Parties are governmental units located within the State of Georgia and authorized by law to enter into intergovernmental agreements;

WHEREAS, the Parties share a municipal border along a portion of the Fulton and DeKalb county line;

WHEREAS, the Parties desire to serve the needs of its citizens by providing for safe and efficient travel between the cities; and

WHEREAS, both Parties believe that it would be in the interest of the health, safety and welfare of the citizens to combine their resources and efforts to provide for the efficient operation of the traffic signal at the intersection of Perimeter Center West and Perimeter Pointe/REI (the “**Traffic Signal**”), located in Sandy Springs near the shared municipal border; and

WHEREAS, Sandy Springs desires to install two in-road traffic signal detection devices and associated aerial equipment mounted on a breakaway aluminum pole (collectively, the “**Traffic Device**”), into two westbound through lanes and adjacent right of way on Perimeter Center West in Dunwoody as shown on Exhibit “A”, attached hereto and incorporated herein by reference (the “**ROW**”); and

WHEREAS, the Traffic Device will communicate with the Traffic Signal for the purpose of maintaining queue times and alleviating congestion moving through both cities; and

WHEREAS, Dunwoody agrees to allow Sandy Springs to install the Traffic Device into the ROW subject to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual undertakings herein set forth, and for other good and valuable consideration, the parties agree as follows:

AGREEMENT

Section 1. Recitals

1.1 The foregoing Recitals are made a part hereof and incorporated into this Agreement.

Section 2. Term

2.1 The Agreement shall run from the Effective Date for a term of thirty (30) years, unless sooner terminated by either Party subject to the terms herein.

Section 3. Traffic Signal Detection Device

3.1 Upon execution of this Agreement, Dunwoody will permit Sandy Springs at its own expense to install, maintain and repair the Traffic Device located in the ROW. The location of the pole will be confirmed on site with a Dunwoody representative prior to installation and the pole color will be dark green in accordance with Perimeter Center Improvement Districts standards.

3.2 The Parties hereto agree that should Dunwoody undertake any public works project which requires the use of the ROW, then Sandy Springs shall relocate the Traffic Device at its own expense. The Parties shall coordinate to determine a suitable location within any modified or newly acquired right-of-way for the relocation of the Traffic Device.

Section 4. Termination

4.1 Either Party may terminate this Agreement upon 30 days' written notice to the other Party.

Section 5. Miscellaneous

5.1 **Notices.** Notices of a legal nature related to this Agreement, including, but not limited to, any notice of termination of this Agreement, will be in writing and will be personally delivered, sent by regular mail, overnight delivery service or sent by certified mail, return receipt requested, postage prepaid. Notices will be deemed given (i) on the date delivered if delivered personally or (ii) on the date of mailing if sent by certified mail. Notices must be sent to the parties respective addresses set forth below or such other address that a party specifies in a notice delivered pursuant to this Subsection 5.1.

(a) City of Dunwoody

Attn. Eric Linton
City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

With copies to:

City of Dunwoody
Attn. City Attorney
4800 Ashford Dunwoody Road
Dunwoody, GA 30338

(b) City of Sandy Springs

Attn: John McDonough
City Manager
1 Galambos Way
Sandy Springs, GA 30328

With copies to:

City of Sandy Springs
Attn: City Attorney
1 Galambos Way
Sandy Springs, GA 30328

- 5.2 **Governing Law and Venue.** This Agreement shall be governed in all respects by the laws of the State of Georgia, without regard to its conflict of laws. The exclusive venue for any action arising out of or related to this Agreement shall be in the federal, superior, or state courts of Fulton County, Georgia.
- 5.3 **Severability and Waiver.** All rights and remedies conferred under this Agreement or by any other instrument or law shall be cumulative, and may be exercised singularly or concurrently. Failure by either Party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any provision. In the event that any portion of this Agreement shall be held to be unenforceable, the remaining portions of this Agreement shall remain in force an effect.
- 5.4 **Responsibility for Loss.** Each party agrees to be responsible and assume the risk of liability for its own wrongful and/or negligent acts or omissions, or those of its officers, agents, or employees to the extent that liability exists.
- 5.5 **Independent Contractors.** No employer-employee relationship is created or established between the Parties, their employees, contractors or agents pursuant to this Agreement.

- 5.6 **Section Headings.** The section headings of this Agreement are for the convenience of the Parties only and in no way alter, modify, amend, limit, or restrict the contractual obligations of the Parties.
- 5.7 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and merges all prior and contemporaneous communications, both written and oral. This Agreement shall not be modified except by a written agreement signed by both parties.
- 5.8 **Counterparts.** This Agreement may be executed in counterparts, with the same legal effect as though each party executed a single document.

ACCEPTED AND AGREED:

Dunwoody

Sandy Springs

Denis Shortal
 Mayor, City of Dunwoody
 Date: _____

Russell Paul
 Mayor, City of Sandy Springs
 Date: _____



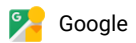
Hammond Dr

Example of Traffic Signal Repeater Pole on Hammond Drive



Image capture: Dec 2018 © 2019 Google

Sandy Springs, Georgia



Street View - Dec 2018

