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MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: October 11, 2021

Subject: **Approval of an Intergovernmental Agreement with the Georgia Department of Transportation for Traffic Signal Operation Program Coordination**

BACKGROUND

In 2012 the city and the Perimeter Community Improvement District (PCID) initiated the Perimeter traffic signal operations program funded by the Georgia Department of Transportation (GDOT). At the time, it was the first program in the state to coordinate traffic signal timing and management across multiple corridors and multiple jurisdictions. In the first two years of the program, travel delays on the major corridors in the PCID were reduced by 30%. The PCID continued to administer the program until 2018 when GDOT began to directly contract with the traffic engineering consultants managing the signals.

With the expiration of the current consultant contracts, GDOT has decided to implement their signal operations program statewide and expand coverage to include assistance with any traffic signal rather than just on specific corridors. In Dunwoody this means that the 23 signals outside of Perimeter and Dunwoody Village will now be eligible for state assistance. Under the new program, Dunwoody will be part of the Central Metro region that will include Midtown, Buckhead, Perimeter, central Fulton and DeKalb County north of I-85.

To implement the new traffic operations program, GDOT is asking local jurisdictions to enter into the attached intergovernmental agreement which outlines roles and responsibilities. The agreement includes provisions for data sharing; state assistance with signal timing and enhancements; and cooperation between the city and state prior to making signal timing adjustments. The state will fund 100% of the cost for the program and the term of the agreement is 10 years with the ability for either party to terminate the agreement with 60 days written notice. As with the previous traffic operations programs, the local government still has ultimate responsibility for the operation and maintenance of traffic signals in their jurisdiction.

RECOMMENDED ACTION

Staff recommends approval of the intergovernmental agreement with the Georgia Department of Transportation for traffic signal operation program coordination.

Intergovernmental Agreement
BETWEEN
THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND
[ENTER NAME OF LOCAL GOVERNMENTAL ENTITY]
FOR
TRAFFIC SIGNAL OPERATIONS PROGRAM (SigOps) COORDINATION

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 20__, (“Effective Date”) by and between the Georgia Department of Transportation (hereinafter “GDOT” or “DEPARTMENT”) an agency of the State of Georgia, and _____ LOCAL GOVERNMENT(hereinafter the “LOCAL GOVERNMENT”)(hereinafter sometimes individually referred to as “PARTY”, or collectively referred to as the “PARTIES”).

WHEREAS, the State of Georgia can benefit substantially through improved traffic signal operations; and

WHEREAS, cooperation and coordination across jurisdictional boundaries can improve efficiencies in traffic flow; and

WHEREAS, the DEPARTMENT has created a Statewide Traffic Signal Operations Program, SigOps, (hereinafter the “PROGRAM”) to actively manage and monitor traffic signals across jurisdictional boundaries within the State of Georgia through the use of applications, software, telecommunications, and other advanced technologies commonly known as intelligent transportation systems (“ITS”); and

WHEREAS, the PROGRAM will include management and monitoring of traffic signals that the LOCAL GOVERNMENT is responsible for operating and maintaining; and

WHEREAS, the PROGRAM’s vision statement is to provide consistent, safe, reliable, and secure travel through improved traffic signal operations (“VISION STATEMENT”).

NOW THEREFORE, the DEPARTMENT and the LOCAL GOVERNMENT, governmental entities of the State of Georgia, pursuant to Article IX, Section III, Paragraph I (a) of the Constitution of the State of Georgia of 1983, are authorized to enter into this intergovernmental agreement, and in consideration of mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree as follows:

I. RESPONSIBILITIES

- a. The LOCAL GOVERNMENT shall cooperate with the DEPARTMENT and the DEPARTMENT shall cooperate with the LOCAL GOVERNMENT to share access to data gained from traffic signals through ITS.

- b. The DEPARTMENT will maintain and update traffic signal timing in a manner consistent with the VISION STATEMENT of the PROGRAM. The DEPARTMENT will coordinate with the LOCAL GOVERNMENT prior to making adjustments that will substantially impact the normal operation of traffic signals.
- c. The LOCAL GOVERNMENT will remain responsible for maintenance, repair, and upgrades for the traffic signals and will retain responsibility for any and all emergency maintenance. The DEPARTMENT may assist with the maintenance, repair, and upgrades of traffic signals and other activities needed to improve and optimize traffic signal operations and performance upon LOCAL GOVERNMENT request.
- d. The DEPARTMENT may assist the LOCAL GOVERNMENT with remote monitoring, notification, and remediation of traffic signal and ITS malfunctions within the LOCAL GOVERNMENT's jurisdiction.
- e. During special events and/or occurrences, including planned events, unplanned events, severe weather, and emergency events, the DEPARTMENT will coordinate with the LOCAL GOVERNMENT to gain temporary access to additional traffic signals and ITS in order to provide active traffic management.
- f. Nothing contained in this Agreement shall be deemed to alter the responsibility of the LOCAL GOVERNMENT for responding and making adjustments to traffic signals to protect the safety of the traveling public. The LOCAL GOVERNMENT shall report all adjustments to the DEPARTMENT within five (5) calendar days of the adjustment.
- g. The LOCAL GOVERNMENT shall provide feedback about the traffic signals and traffic operations, including citizen complaints, to the DEPARTMENT.
- h. The DEPARTMENT will fund 100% of the cost for the PROGRAM.
- i. The PARTIES shall cooperate to determine the extent of PROGRAM involvement in the LOCAL GOVERNMENT's operation and maintenance of traffic signals in its jurisdiction to be covered in this Agreement. As the PROGRAM develops, the PARTIES may modify the PROGRAM's level of involvement in local traffic signal operations and maintenance under this Agreement.

II. DURATION

This Agreement shall become effective upon its execution by the PARTIES and shall continue for ten (10) years from the Effective Date, unless otherwise extended by mutual consent of the PARTIES in writing or terminated earlier pursuant to Section III of this Agreement.

III. TERMINATION

- a. Termination for Convenience: Either PARTY may terminate this Agreement for any reason upon providing sixty (60) days’ advanced written notice to the other PARTY.
- b. Immediate Termination: This Agreement will terminate immediately and absolutely if the DEPARTMENT determines that adequate funds are no longer available for GDOT to satisfy its obligations.
- c. Termination for Breach: Should either PARTY fail to comply with any of its responsibilities contained in this Agreement, then other PARTY shall provide written notice to that PARTY requesting that the breach or noncompliance be remedied within fourteen (14) days of receipt written notice. If the breach or noncompliance is not remedied within the 14-day cure period, the PARTY shall have the option to immediately terminate this Agreement without additional written notice.

IV. AMENDMENTS

Any and all modifications to this Agreement shall be by mutual consent in writing by the PARTIES. The Parties shall execute extension(s) of time or changes to scope in writing with the same formality as the execution of the original Agreement.

V. NOTICES

Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate Party; or facsimile transmission:

Georgia Department of Transportation
 935 United Avenue
 Atlanta, GA 30316
 Attn: State Traffic Engineer
 Phone: 404-635-2800
 Email:

LOCAL GOVERNMENT
 Address
 Attn: Name of contact
 Phone
 Email

VI. GENERAL PROVISIONS

- a. **ASSIGNMENT**. The PARTIES hereto will not transfer or assign all or any of their rights, titles or interests hereunder or delegate any of their duties or obligations hereunder without the prior written consent of the other PARTY, which consent will not be unreasonably withheld.

- b. **NON-WAIVER.** No failure of either PARTY to exercise any right or power given to such party under this Agreement, or to insist upon strict compliance by the other PARTY with the provisions of this Agreement, and no custom or practice of either party at variance with the terms and conditions of this Agreement, will constitute a waiver of either PARTY's right to demand exact and strict compliance by the other PARTY with the terms and conditions of this Agreement.
- c. **NO THIRD PARTY BENEFICIARIES.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the PARTIES hereto, any rights or benefits under or by reason of this Agreement.
- d. **SOVEREIGN IMMUNITY.** Notwithstanding any other provision of this Agreement to the contrary, no term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions under the Georgia Constitution or the United States Constitution.
- e. **CONTINUITY.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the PARTIES and the successors and assigns of the PARTIES.
- f. **TIME OF THE ESSENCE.** All time limits stated herein are of the essence of this Agreement.
- g. **WHEREAS CLAUSE.** The Whereas Clauses herein are a part of this Agreement and are incorporated herein by reference.
- h. **SEVERABILITY.** If any one or more of the provisions contained herein are for any reason held by any court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision hereof, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- i. **CAPTIONS.** The brief headings or titles preceding each provision hereof are for purposes of identification and convenience only and should be completely disregarded in construing this Agreement.
- j. **GOVERNING LAW.** This Agreement will be governed, construed under, performed, and enforced in accordance with the laws of the State of Georgia.
- k. **RISK ALLOCATON.** Each Party shall conduct its own functions under this Agreement in accordance with state law at its sole cost, risk and responsibility.
- l. **INTERPRETATION.** Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one

PARTY by reason of the rule of construction that a document is to be construed more strictly against the PARTY who itself or through its agent prepared the same, it being agreed that the agents of all PARTIES have participated in the preparation hereof.

- m. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
- n. **AUTHORITY/SIGNATURE.** The individuals executing this Agreement on behalf of each PARTY represents that they are authorized to execute this Agreement on behalf of their respective entities, and to bind such PARTY to the terms and conditions of this Agreement.
- o. Pursuant to O.C.G.A. Sec. 50-5-85, LOCAL GOVERNMENT hereby certifies that it is not currently engaged in, and agrees that for the duration of this contract, it will not engage in a boycott of Israel.
- p. **ENTIRE AGREEMENT.** This Agreement supersedes all prior negotiations, discussion, statements and agreements between the PARTIES and constitutes the full, complete and entire agreement between the PARTIES with respect hereto; no member, officer, employee or agent of either PARTY has authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement will be binding on either PARTY hereto unless such modification or amendment will be properly authorized, in writing, properly signed by both PARTIES.

The remainder of this page intentionally left blank.

Signatures are on the following page.

IN WITNESS WHEREOF, the DEPARTMENT and the LOCAL GOVERNMENT have caused these presents to be signed, sealed and delivered all as of the date hereof.

Georgia Department of Transportation

[ENTER LOCAL GOVERNMENT NAME]

Commissioner

ATTEST:

Witness

Signed, Sealed & Delivered

This ____ Day of _____, 20__.
in the presence of:

Signed, Sealed & Delivered

This ____ Day of _____, 20__.
in the presence of:

NOTARY PUBLIC

NOTARY PUBLIC