

**Intergovernmental Agreement
BETWEEN
THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF CHAMBLEE**

THIS AGREEMENT is made and entered into and effective the ___ day of _____ 2017, by and between the Georgia Department of Transportation (hereinafter “GDOT or DEPARTMENT”) an agency of the State of Georgia, and the City of Chamblee (hereinafter the “CITY”).

WHEREAS, the Atlanta Region can benefit substantially through improved traffic signal operations; and

WHEREAS, cooperation and coordination across jurisdictional boundaries has historically been problematic and created inefficiencies in traffic flow; and

WHEREAS, the DEPARTMENT is creating a Regional Traffic Operations Program hereinafter called the “PROGRAM” to actively manage traffic signals along regionally significant corridors, across jurisdictional boundaries, within the Metropolitan Atlanta Region; and

WHEREAS, the PROGRAM will include traffic signals along SR 141/Peachtree Rd, SR 13/Buford Hwy, SR 155/Clairmont Rd, and Chamblee Tucker Road that the CITY is responsible for operating and maintaining; and

WHEREAS, the PROGRAM’s mission statement is “To increase travel throughput by minimizing congestion and reducing delays along regional commuter corridors through improved traffic signal operation”; and

WHEREAS, the Constitution of the State of Georgia authorizes intergovernmental agreements whereby state departments may contract with one another for “joint services, for the provision of services, or for the joint or separate use of facilities or equipments; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Const. Art. IX, Sec. III, paragraph I (a).

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes and the acknowledgements and agreements contained herein, it is HEREBY AGREED;

For corridors included in the PROGRAM:

- A. The CITY shall cooperate with the DEPARTMENT and the DEPARTMENT shall cooperate with the CITY to share access to traffic signal communications and surveillance systems.

- B. The DEPARTMENT will maintain and update traffic signal timing in a manner consistent with the mission statement for the PROGRAM. The DEPARTMENT will provide reasonable notification to the CITY prior to making adjustment that will substantially impact the operation of the corridor.
- C. The DEPARTMENT will strive to keep the traffic signals operating at optimum performance and will be responsible for the maintenance and repair of vehicle detectors, pedestrian detectors, communications, and surveillance. The CITY will remain the maintaining agency for the traffic signals and will retain responsibility for all components not specifically listed in this section. The DEPARTMENT will cooperate with the CITY and may participate in other activities needed to improve the operations along the corridor.
- D. The DEPARTMENT will actively manage the corridors during the peak commuting hours, including responding to planned and unplanned events.
- E. The CITY shall provide feedback about the operations along the corridors, including citizen complaints, to the DEPARTMENT to be addressed under the PROGRAM.
- F. The DEPARTMENT will fund 100% of cost for the PROGRAM.

Nothing contained in this AGREEMENT shall restrict the CITY from responding and making emergency adjustments to traffic signals to protect the safety of the traveling public. The CITY shall report all adjustments to the DEPARTMENT within a reasonable timeframe, not to exceed 5 days.

The DEPARTMENT may modify the PROGRAM including adding or removing corridors as the PROGRAM develops.

This AGREEMENT shall be in effect until 11:59 PM on June 30, 2017 and shall renew automatically from year to year thereafter unless either party notifies the other party in writing prior to May 1 of the year in which they desire to modify or terminate this AGREEMENT.

This AGREEMENT is made and entered into in the State of Georgia, and shall be governed and construed under the laws of the State of Georgia. The covenants herein contained shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the DEPARTMENT and the CITY have caused these presents to be executed under seal by their duly authorized representatives.

DEPARTMENT OF TRANSPORTATION

CITY OF CHAMBLEE

Commissioner

CITY

Witness

ATTEST:

Treasurer

DATE