SANDY SPRINGS
GEORGIA

CITY COUNCIL AGENDA ITEM

TO: Mayor & City Council **DATE:** January 24, 2011

FROM: John McDonough, City Manager

AGENDA ITEM: Memorandum of Understanding between the Georgia Department of Transportation and the City of Sandy Springs for the Regional Traffic Operations Program

MEETING DATE: For Submission onto the February 1, 2011, City Council Regular Meeting Agenda

BACKGROUND INFORMATION: (Attach additional pages if necessary)

See attached:

Memorandum
Resolution
Agreement

APPROVAL BY CITY MANAGER: JM *APPROVED*

_____ *NOT APPROVED*

PLACED ON AGENDA FOR: 2/1/2011

CITY ATTORNEY APPROVAL REQUIRED: (✓) *YES* ( ) *NO*

CITY ATTORNEY APPROVAL: _____

REMARKS:

SANDY SPRINGS
GEORGIA

TO: John McDonough, City Manager

FROM: Tom Black, Public Works Director

DATE: January 18, 2011, for Submission of MOU for the Regional Traffic Operations Program (RTOP) program for the February 1, 2011 Consent Agenda.

ITEM: Memorandum of Understanding between the Georgia Department of Transportation and the City of Sandy Springs for the Regional Traffic Operations Program

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Public Works Department's Recommendation:

Public Works staff recommends that the Mayor and City Council enter into an agreement with the Georgia Department of Transportation as a Local Lead agency in regards to the Regional Traffic Operations Program (RTOP).

Background:

The Georgia Department of Transportation has developed a program that initially includes 10 corridors that are regionally significant to the Atlanta Metropolitan area and among these corridors is SR 9 (Roswell Rd) from Piedmont Rd in Atlanta to the Riverside Dr intersection in Roswell.

Discussion:

There are two types of MOU's that the State is offering. There is the GDOT lead in which GDOT would provide maintenance and signal timing and there is the Local Lead where the City would still provide the maintenance and the signal timing but would also have the support from GDOT to help with some maintenance activities and would also be able to help out with signal timing plans or models as requested. We are asking that the City that they sign the Local Lead MOU which still lets the City have full control as we have in the past and we would only have to update GDOT on any changes that were made and we would still have a corridor manager from GDOT that is responsible for reporting any issues that they find to us for repair. The original length of the MOU would be until June 30, 2011 at which point the MOU could be renewed for another 12 month period.

Alternatives:

Should the Mayor and City Council not approve the MOU as a Local Lead then the GDOT Lead would be enacted for the remainder of this fiscal year.

Public Works

Financial Impact:

No expenses are required at this time

Attachments:

1. Resolution
2. Memorandum of Understanding – Local Lead.

RESOLUTION NO. _____

STATE OF GEORGIA
COUNTY OF FULTON

RESOLUTION TO ADOPT AND APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE GEORGIA DEPARTMENT OF TRANSPORTATION AND THE CITY OF SANDY SPRINGS AND AUTHORIZE THE CITY MANAGER TO EXECUTE DOCUMENTS FOR THE CITY OF SANDY SPRINGS, FULTON COUNTY, GEORGIA

WHEREAS, it is necessary, from time to time, to establish policies, procedures and guidelines consistent with the administration of a municipal government consistent with the US Constitution, Federal Statutes, alignment with Federal, Georgia's State Constitution, and the Charter for the City of Sandy Springs and

WHEREAS, the Department of Public Works, in response to the guidance provided by the City Manager, has received the memorandum of understanding on the Regional Traffic Operations Program (RTOP) from the Georgia Department of Transportation; and

WHEREAS, upon adoption of this Resolution, staff will incorporate the terms of the memorandum of understanding into the daily operations of the traffic signal network; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SANDY SPRINGS, GEORGIA

Have reviewed and approved the Memorandum of Understanding between the Georgia Department of Transportation and the City of Sandy Springs.

RESOLVED this the 1st day of February 2011**.**

Approved:

_____
Eva Galambos, Mayor

Attest:

_____
Michael D. Casey, City Clerk
(Seal)

Intergovernmental Agreement
BETWEEN
THE GEORGIA DEPARTMENT OF TRANSPORTATION
AND
THE CITY/COUNTY OF ----------

THIS AGREEMENT is made and entered into effective the ____ day of _____, 201_, by and between the Georgia Department of Transportation (hereinafter "GDOT or DEPARTMENT") an agency of the State of Georgia, and _____City/County (hereinafter the "CITY/COUNTY").

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'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 PROGRAM will include traffic signals along _____ that the CITY/COUNTY is responsible for operating and maintaining; and

WHEREAS, the CITY/COUNTY is committed to the goals and objectives of the PROGRAM; and

WHEREAS, the CITY/COUNTY has elected to take the lead role to implement the PROGRAM along a portion of _____ within their jurisdiction; 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;

DRAFT

For corridors included in the PROGRAM:

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

B. The CITY/COUNTY will maintain and update traffic signal timing in a manner consistent with the mission statement for the PROGRAM. The DEPARTMENT will review timing plans proposed by the CITY/COUNTY and approve changes prior to their implementation.

C. The CITY/COUNTY will strive to keep the traffic signals operating at optimum performance and will be responsible for maintenance and operation of the devices along the corridor. At the CITY/COUNTY's request, the DEPARTMENT will perform maintenance activities to keep the traffic signal's vehicle detectors, pedestrian detectors, communications, and surveillance equipment operational.

D. The DEPARTMENT will cooperate with the CITY/COUNTY and may participate in other activities needed to improve the operations along the corridor.

E. The DEPARTMENT will establish measures of effectiveness for the PROGRAM. The CITY/COUNTY agrees to document and report those activities necessary for the DEPARTMENT to track the measures of effectiveness.

F. The CITY/COUNTY will coordinate the operations of its portion of the corridor with adjacent portions that may be operated by the DEPARTMENT or other local jurisdictions.

G. The CITY/COUNTY will actively manage the corridors during the peak commuting hours, including responding to planned and unplanned events.

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, 2011 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.

DRAFT

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

DEPARTMENT OF TRANSPORTATION	CITY/COUNTY
	_____
	CITY/COUNTY
_____	_____
Commissioner	Witness

ATTEST:

_____	_____
Treasurer	DATE

DRAFT