

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;

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, 20__ 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/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