

MEMORANDUM OF UNDERSTANDING
BY AND AMONG THE
CITIES OF DUNWOODY, GEORGIA AND
SANDY SPRINGS, GEORGIA AND
BROOKHAVEN, GEORGIA AND CENTRAL (DEKALB) PERIMETER COMMUNITY
IMPROVEMENT DISTRICT AND FULTON PERIMETER COMMUNITY IMPROVEMENT DISTRICT

FOR THE GEORGIA DEPARTMENT OF TRANSPORTATION’S PERIMETER TRAFFIC
OPERATIONS PROGRAM TO BE ADMINISTERED WITHIN THE BOUNDARIES OF THE
CENTRAL (DEKALB) PERIMETER COMMUNITY IMPROVEMENT DISTRICT AND FULTON
PERIMETER COMMUNITY IMPROVEMENT DISTRICT (PCIDS)

THIS MEMORANDUM OF UNDERSTANDING (the “Agreement”), is entered into by and among the City of Dunwoody, Georgia, the City of Sandy Springs, Georgia, BROOKHAVEN, Georgia (collectively referred to herein as the “Participating Governments”) and the Central (DeKalb) Perimeter Community Improvement District and Fulton Perimeter Community Improvement District (collectively referred to herein as the “PCIDs”), as of the ____ day of _____, 2015.

WHEREAS, traffic signal coordination and traffic management has historically been confined within jurisdictional boundaries resulting in inefficiencies on multi-jurisdictional corridors; and

WHEREAS, the Participating Governments and PCIDs have received Perimeter Traffic Operations Program (PTOP) funding from the Georgia Department of Transportation (GDOT) for improved traffic signal operations through cooperation and coordination across jurisdictional boundaries; and

WHEREAS, the Participating Governments and PCIDs are interested in collaborating to administer the Georgia Department of Transportation’s Perimeter Traffic Operations Program within the business district of the PCIDs’ boundaries; and

WHEREAS, the Participating Governments agree that Dunwoody shall execute the Construction Agreement with GDOT on behalf of the Participating Governments and PCIDs; and

WHEREAS, the Participating Governments agree that the PCIDs shall oversee and administer the aforementioned PTO program; and

WHEREAS, Georgia Constitution Art. 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia provides that municipalities of the State of Georgia may contract with each other for any period not exceeding fifty (50) years for the provision of services or for the joint or separate use of facilities or equipment; and

WHEREAS, each of the Participating Governments and PCIDs desires to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of all jurisdictions; and

WHEREAS, each of the Participating Governments and PCIDs has authorized the execution of this Agreement through appropriate resolutions adopted by their governing bodies;

NOW, THEREFORE, in consideration of the following mutual obligations, the Participating Governments and PCIDs hereby agree as follows:

ARTICLE 1
PURPOSE AND INTENT

The purpose of this Agreement is to establish the intent of the Participating Governments and PCIDs jointly to improved traffic signal operations through cooperation and coordination across jurisdictional boundaries. The goal of PTOp is to improve travel throughout the PCIDs by minimizing congestion and reducing delays along regional commuter corridors through improved traffic signal operation.

ARTICLE 2
SPONSOR

Because contracting for PTOp will require a Construction Agreement (CA) between a City Government or a County Government and GDOT to administer the PTOp funds, it is in the mutual interest of the Participating Governments to designate the City of Dunwoody as the project sponsor. The sponsor shall ensure compliance with any applicable purchasing policies with regards to the PTOp reimbursement process.

ARTICLE 3
ADMINISTRATION

Because the PTOp funds are to be administered for the benefit of the PCIDs business district as a whole across multiple jurisdictions it is in the mutual interest of the Participating Governments to designate PCIDs as the project administrator. The project administrator shall coordinate procurement of goods and services to ensure compliance with any applicable purchasing policies, resolutions and/or ordinances of each of the Participating Governments. The administrator shall receive bids from qualified contractors in accordance with established and published bid requirements and shall present acceptable (as determined by the Participating Governments) bids for review and approval. The administrator will be responsible for contract administration and project management of the PTOp program. The administrator shall include the Participating Government's designated representatives on all project correspondence.

ARTICLE 4
COORDINATION

The Participating Governments and the PCIDs will establish a five (5) member steering committee. Each Participating Government will designate a representative to serve on the steering committee. The PCIDs will designate one representative for each PCID. One of the PCIDs representatives will serve as the chair of the steering committee and this person will be elected by majority vote of the committee at the first steering committee meeting. The chair of the steering committee will serve a term of five (5) years to coincide with the duration of the PTOp program.

The steering committee shall meet on a monthly basis at the PCIDs' offices. The meeting schedule shall be determined by majority vote at the first steering committee meeting. Special meetings of the steering committee may be held on the call of either the chairman and one committee member or three committee members. Notice of special meeting shall be delivered to all committee members and the chairman in person or by email at least 24 hours in advance of the meeting. Such notice shall not be required if the chairman and all committee members are present when the special meeting is called. The notice of such special meeting shall state what business is to be transacted at the special meeting. Only business stated in the call may be transacted at the special meeting.

Four steering committee members shall constitute a quorum and shall be authorized to transact business for the steering committee. The chairman shall be counted toward the making of a quorum. Voting shall be taken by voice vote and the yeas and nays shall be recorded in the minutes, but on the request of any member there shall be a roll-call vote. In order for any resolution, motion or other action of the steering committee to be adopted, the measure must receive at least three affirmative votes and must receive the affirmative votes of a majority of those voting. No committee member, nor the chairman shall abstain from voting on any matter properly brought before the steering committee for official action except when such

committee member has a reason which is disclosed in writing prior to or at the meeting and made a part of the minutes.

Annual funding allocations, consultant selection, signal timing strategies and plans, project prioritization and any expenditure that exceed \$15,000.00 shall be approved by action of the steering committee representatives.

ARTICLE 5
FUNDING

- a) It is anticipated and understood by the Participating Governments that the GDOT will fund 100% of the cost of keeping the traffic signals operating at optimum performance. The maintenance and repair of vehicle detectors, pedestrian detectors, communications and surveillance equipment will be determined by the five (5) member steering committee once an inventory of system-wide deficiencies has been determined in the initial phases of the program implementation.
- b) The Participating Governments shall be responsible for maintaining their respective traffic signals and will retain responsibility for all components not specifically listed in the PTO agreement.

ARTICLE 6
TERM OF AGREEMENT

This Agreement shall commence upon execution by all parties to this Agreement and shall continue in effect for a period of five (5) years.

ARTICLE 7
NON-ASSIGNABILITY

None of the Participating Governments shall assign any of the obligations or benefits of this Agreement without the mutual written consent by resolution of all Participating Governments.

ARTICLE 8
ENTIRE AGREEMENT

The Participating Governments acknowledge, each one to each of the others, that the terms of this Agreement constitute the entire understanding and agreement of the Participating Governments regarding the subject matter of the Agreement.

ARTICLE 9
AMENDMENT

This Agreement may be modified at any time upon mutual written consent by resolution of all Participating Governments and PCIDs.

ARTICLE 10
SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or any portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion were not part of this Agreement.

ARTICLE 11
BINDING EFFECT

This Agreement shall inure to the benefit of, and be binding upon, the respective Participating Governments' successors, heirs and assigns.

ARTICLE 12
COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

ARTICLE 13
GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Georgia and proper venue for any actions arising out of this Agreement may be given as follows: all suits or causes of action brought against Brookhaven or Dunwoody arising out of this Agreement be brought in the courts of DeKalb County; all suits or causes of action brought against Fulton County or Sandy Springs arising out of this Agreement be brought in the courts of Fulton County; all suits or causes of action brought against DeKalb (Central) Perimeter CID arising out of this Agreement be brought in the courts of DeKalb County; and all suits or causes of action brought against Fulton Perimeter CID arising out of this Agreement be brought in the courts of Fulton County. Participating Government or its attorney, or its Agent herein named, and shall be given at the following addresses:

If to the City of Dunwoody: Eric Linton, City Manager
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

With a Copy to: Cecil McClendon, City Attorney
41 Perimeter Center East
Suite 250
Dunwoody, Georgia 30346

If to the City of Sandy Springs: John McDonough, City Manager
7840 Roswell Road
Building 500
Sandy Springs, Georgia 30350

With a Copy to: Wendell K. Willard, City Attorney
Two Ravinia Drive
Suite 1360
Dunwoody, Georgia 30346

If to BROOKHAVEN: Marie Garrett, City Manager
4362 Peachtree Road
Brookhaven, GA 30319

With a Copy to: City Attorney
4362 Peachtree Road
Brookhaven, GA 30319

If to Perimeter CIDs: Yvonne Williams, CEO
One Ravinia Drive
Building One, Suite 1125
Atlanta, Georgia 30346

With a Copy to: Jennifer Harper, Programs Director
One Ravinia Drive
Building One, Suite 1125
Atlanta, Georgia 30346

All notices are effective upon receipt. Any Participating Government and PCIDs may change an address by giving written notice of said change of address to the other Participating Governments.

IN WITNESS WHEREOF, the Participating Governments have executed this Agreement through their duly authorized officers on the day and year first above written.

CITY OF SANDY SPRINGS, GEORGIA

By: _____
Mayor
Signed sealed and delivered this ____ day
of _____ 2015, in the presence of

Witness

Notary Public

This Agreement approved by
Sandy Springs Council at a meeting
held at _____ this
____ day of _____ 2015

City Clerk

CITY OF BROOKHAVEN, GEORGIA

By: _____
Mayor
Signed sealed and delivered this ____ day
of _____ 2015, in the presence of

Witness

Notary Public

This Agreement approved by
Brookhaven Council at a meeting
held at _____ this
____ day of _____ 2015

City Clerk

CITY OF DUNWOODY, GEORGIA

By: _____
Mayor
Signed sealed and delivered this ____ day
of _____ 2015, in the presence of

Witness

Notary Public

This Agreement approved by
Dunwoody Council at a meeting
held at _____ this
____ day of _____ 2015

City Clerk

PERIMETER CIDS

By: _____
CEO
Signed sealed and delivered this ____ day
of _____ 2015, in the presence of

Witness

Notary Public

This Agreement approved by
PCIDs Board at a meeting
held at _____ this
____ day of _____ 2015

PCIDs Secretary