



4800 Ashford Dunwoody Road
 Dunwoody, Georgia 30338
 dunwoodyga.gov | 678.382.6700

MEMORANDUM

To: Mayor and City Council

From: Michael Smith, Public Works Director

Date: April 13, 2026

Subject: **Reimbursement Agreement for Google Fiber to Fund a Permit Coordinator**

ITEM DESCRIPTION

Approval of an agreement with Google Fiber Georgia, LLC to reimburse the city for costs associated with providing additional staff to manage permits associated with Google's buildout of a high-speed fiber network.

SUMMARY

Over the next two years Google Fiber has plans to expand its high-speed fiber internet service throughout Dunwoody. The scope of the project is too large for the city's part-time utility coordinator to manage in addition to managing permits with all other utilities. Google has agreed to reimburse the city for the additional city staff needed to coordinate Google's buildout project. The agreement is for two years with a not-to-exceed reimbursement limit of \$365,200.

DETAILS

Google Fiber Georgia LLC has a franchise agreement for the installation of network facilities in the City of Dunwoody's right-of-way (ROW). Buildout of the network is beginning in April along Ashford Dunwoody Road, Chamblee Dunwoody Road and in the following neighborhoods: Dunwoody Station Drive, Alden Point, Ridgeview Falls, and Sedgfield. More information about the network buildout can be found on the city's website at <https://www.dunwoodyga.gov/community/google-fiber> .

RECOMMENDED ACTION

Subject to the City Attorney's final review, staff respectfully requests authorization for the City Manager to execute all documents necessary and proper for an agreement with Google Fiber Georgia, LLC to reimburse the city for additional staffing costs associated with Google's buildout of a high-speed fiber network.

Overtime and Consultant Reimbursement Agreement

WHEREAS, on November 13, 2025, the City of Dunwoody, Georgia (“City”) and Google Fiber Georgia, LLC (“Google Fiber”) entered into a Franchise Agreement (the “Fiber License”) to allow for the construction of a fiber optic network within City right-of-way;

WHEREAS, Google Fiber plans to construct its fiber network on a schedule that may exceed the capacity of City staff to process its permits in a timely fashion;

WHEREAS, Google Fiber may reimburse the City for staff overtime and third-party consultant costs related to the processing of permits and inspection services in excess of the City’s typical workload (the “Excess Work”); and

WHEREAS, the City has identified qualified, third-party resources qualified to perform the Excess Work;

NOW THEREFORE, the City and Google Fiber (together, “the Parties”) hereby agree to the terms of the following Overtime and Consultant Reimbursement Agreement (“the Agreement”).

I. DURATION OF THIS AGREEMENT

This Agreement is effective with the signature of all parties, and if signed on different dates the later date. This Agreement shall be in effect for an initial term of two years and automatically renew for up to two, one-year terms. Either Party may terminate this Agreement upon thirty (30) days written notice, at which point any unpaid reimbursement for actual and documented Excess Work shall be immediately due.

II. CONDITIONS AND PROCEDURES

- A. The City shall contract with third-party consultants and authorize staff overtime (when available) to assist with the Excess Work. To the extent possible, the same consultant or staff person shall be assigned to processing all of Google Fiber’s permits and inspections. The City shall provide Google Fiber with the name(s), title(s), and employee identification number(s) of the persons assigned to the Excess Work.
- B. The City’s obligation to provide third-party consultants and staff overtime shall be conditioned upon the actual availability of such resources. The City agrees that it shall make a good faith effort and expend all reasonable efforts to procure these resources.



- C. The City shall invoice Google Fiber on a monthly basis for the documented Excess Work actually performed during the prior month, including but not limited to the permit identifier, segment identifier, date of the Excess Work, and hours spent on the Excess Work. Invoices shall be due and payable within forty-five (45) days of receipt.
- D. The fee for Excess Work performed by third-party consultants shall be a fixed amount of not more than \$365,200.00 in the aggregate (the "Fee"); any amounts in excess of the foregoing Fee amount shall only be payable pursuant to a fully executed amendment of this Agreement.
- E. The rate for staff overtime shall be the then-current rate on the City's published schedule of fees.
- F. The City shall submit invoices using the process provided by Google Fiber.
- G. The City acknowledges that it remains fully responsible for its contractual obligations with any third-party consultant, as well as the payment of staff overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regarding Excess Work charges incurred.

III. REVISIONS

The terms of this Agreement may be amended upon written approval of the Parties.

IV. NO PRIVATE RIGHT CREATED

This is an Agreement between the City and Google Fiber and is not intended to confer any right or benefit to any private person or third-party.

V. LIMITATIONS

- A. The relationship between the Parties to this Agreement is and shall remain that of independent entities and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.
- B. A determination that any term of this Agreement is invalid for any reason shall not affect the validity of the remaining terms.
- C. Each Party shall assume the responsibility and liability for the acts and omissions of




its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death.

- D. The mutual covenants and terms of this Agreement represent the entire agreement and understanding of the Parties with respect to the procurement, execution, and reimbursement of Excess Work, and supersede all prior and contemporaneous agreements and understandings relative to the same. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.
- E. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type of default on a future occasion.
- F. This Agreement is controlled by, and shall be interpreted according to, the laws of the State of Georgia, and its terms and provisions shall be construed under applicable state and local statutes and regulations.

VI. SIGNATURES AND ACKNOWLEDGEMENT

- A. By subscription of their signatures below, the Parties represent and warrant that they are duly authorized to enter into this Agreement.
- B. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this Agreement.

NAME ~~Michael Smith~~
 TITLE _____
 City ~~Town~~ of Dunwoody, GA
 Date: _____

Signed by:

 Name: ~~John Abbot~~
 Title: Authorized Signatory
 Google Fiber Georgia, LLC
 Date: 3/31/2026

