

MEMORANDUM OF UNDERSTANDING

BETWEEN

The City of Roswell, hereinafter called the "CITY", and the Georgia Department of Transportation, hereinafter called the "DEPARTMENT".

RELATIVE TO

The DEPARTMENT is creating a Regional Traffic Operations Program hereinafter called the "PROGRAM".

I. IT IS UNDERSTOOD THAT:

The Atlanta Region can benefit substantially through improved traffic signal operations.

Cooperation and coordination across jurisdictional boundaries has historically been problematic and created inefficiencies in traffic flow.

The PROGRAM will actively manage traffic signals along regionally significant corridors within the Metropolitan Atlanta Region.

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."

The PROGRAM will include traffic signals that the CITY is responsible for operating and maintaining.

The CITY has elected to take the lead role to implement the PROGRAM along a portion of Holcomb Bridge Road (SR 140), Crossville Road/Woodstock Road (SR 92), and Atlanta Street (SR 9) within their jurisdiction.

The CITY is committed to the goals and objectives of the PROGRAM.

II. IT IS AGREED THAT:

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 DEPARTMENT will cooperate with the CITY and may participate in other activities needed to improve the operations along the corridor.
- D. The DEPARTMENT will establish measures of effectiveness for the PROGRAM and will document and share the reports with the CITY to track the measures of effectiveness.
- E. The DEPARTMENT will actively manage the corridors during the peak commuting hours, including responding to planned and unplanned events.
- F. The CITY shall provide feedback about the operations along the corridors, including citizen complaints, to the DEPARTMENT to be addressed under 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 still be responsible for performing all routine/preventative maintenance and all major repairs on the corridors. 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 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. The parties hereto have executed this Memorandum of Understanding, this day of _____, 201_.

DEPARTMENT OF TRANSPORTATION

CITY

RECOMMENDED:

Director of Operations

CITY

Commissioner

Witness

ATTEST:

DATE

Treasurer

APPROVED AS TO LEGAL FORM:

Office of Legal Services

DATE