

MEMORANDUM OF AGREEMENT

FOR

PEDESTRIAN LIGHTING ON STATE ROUTE 280/SOUTH COBB DRIVE @ WINDY HILL ROAD INTESECTION, CITY OF SMYRNA, GEORGIA, COBB CO.

CONSISTING OF

Install two (2) each 79W LED luminaries and two (2) each 12 foot aluminum poles on the east side of intersection, and two (2) each 144W luminaries on two (2) 25 foot aluminum poles on the west side of intersection by Permit No. 1257448 at State Route 280/South Cobb Drive at Windy Hill Road, City of Smyrna, Georgia, Cobb County.

BETWEEN

The City of Smyrna, acting by and through its City Council, hereinafter called the **CITY**, and the Department of Transportation, an agency of the State of Georgia, hereinafter called the **DEPARTMENT**.

RELATIVE TO

The **CITY** is requesting to install four (4) each new 79W and 144W LED Post Top Pedestrian luminaries and four (4) each new aluminum poles, 2 are 12 foot and two are 25 foot by Permit No. 1257448 at State Route 280/South Cobb Drive and Windy Hill Road intersection, City of Smyrna, Georgia, Cobb County.

I. IT IS THE INTENTION OF THE PARTIES:

A. That the **CITY**, only to the extent that it may be bound by contracts that may hereafter be entered into, shall be responsible for

SCANNED

BY: _____ Date: _____

APPROVED
per the City of Smyrna
Mayor and Council
Official Meeting Minutes
Date: _____

the following:

1. The **CITY** shall Install, Locate, Provide the Energy, Operate, Maintain and Design additional roadway lighting in accordance with the Georgia Department of Transportation's Design Policy Manual, by Permit No. 1257448 at State Route 280/South Cobb Drive and Windy Hill Road intersection, City of Smyrna, Georgia, Cobb County

2. The **CITY**, in its operation and maintenance of the lighting systems, shall not in any way alter the type or location of any of the various components that make up the entire lighting system without prior written approval from the **DEPARTMENT**.

3. The **CITY** shall at all times indemnify and save harmless the **DEPARTMENT** and the State of Georgia, to the extent allowed by law, from any and all responsibility for damages or liability, or both, which may result from the installation, construction, reconstruction, operation, maintenance or repair, or any combination of any of the foregoing.

4. The **CITY** assumes full responsibility for the requirements of the Georgia Utility Facility Protection Act.

II. IT IS FURTHER AGREED, that the **DEPARTMENT**, only to the extent that it may be bound by contracts which may hereafter be entered into, shall reserve the right to remove the aforementioned lighting upgrades in the event that the **CITY** elects to de-energize or fails to properly maintain

any individual component within the systems or the complete system(s) including poles, mast arms, luminaires, foundations and associated wiring. In addition, the **DEPARTMENT** reserves the right, at its sole discretion, to remove or replace any lighting upgrades where the public safety is at any time compromised by the actions or inactions of the **CITY**.

III. IT IS FURTHER AGREED, that this Agreement shall remain in effect for a period of fifty (50) years.

IV. IT IS FURTHER AGREED, 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.

This document is a **Memorandum of Agreement** expressing the present intentions of the parties. Nothing contained herein shall require the undertaking of any act, project, study, analysis, or any other activity by any party until a contract for such activity is executed. Nor shall this document require the expenditure of any funds by any party until a contract authorizing such expenditure is executed.

However, nothing contained herein shall be construed to prohibit any party's undertaking any act, project, study, analysis, or any other activity, which the party is required by law to contract to undertake as part of any other program, which fulfills some function shown herein as intended to be performed by the party undertaking such act, project, study, analysis, or any other activity.

IN WITNESS WHEREOF, the parties hereto have executed this **Memorandum of Agreement** to be executed by their duly authorized officials, and their respective seals attached hereto.

Signed and delivered
this _____ day of _____,
202____, in the presence of:

GEORGIA DEPARTMENT OF TRANSPORTATION

STATE UTILITIES ENGINEER

WITNESS

REQUESTED BY: CITY OF SMYRNA, GEORGIA

BY: _____
TITLE: _____

BY: _____
WITNESS

BY: _____
NOTARY PUBLIC
My Commission Expires: _____

(OFFICIAL SEAL-CITY OF SMYRNA, GA.)



SWORN TO AND SUBSCRIBED BEFORE
ME ON THIS _____ DAY OF _____,
202____.

This Agreement approved by the
City Council at a meeting held
at _____ on
the ____ day of _____, 202__.

Attest:

BY: _____
City Clerk

February 23, 2022-cnw

Permit 1257448, Georgia Power Company,
Lighting, City of Smyrna, SR 280. Install 4
each pedestrian luminaries on 4 new
aluminum poles at the intersection of SR 280/
S. Cobb Drive and Windy Hill Road, SE, in
Smyrna, GA, Cobb County

