

**MEMORANDUM OF AGREEMENT  
FOR AN AUTOMATED TRANSIT NETWORK (“ATN”) INVESTIGATION & IMPLEMENTATION STUDY  
BY AND BETWEEN**

**THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY, FULTON COUNTY, CLAYTON COUNTY, CITY OF COLLEGE  
PARK, AIRPORT SOUTH COMMUNITY IMPROVEMENT DISTRICT, AIRPORT WEST COMMUNITY IMPROVEMENT  
DISTRICT, AND THE GEORGIA DEPARTMENT OF TRANSPORTATION**

**THIS MEMORANDUM OF AGREEMENT** (“Agreement”), effective as of June \_\_, 2023 (the “Effective Date”) is made by and between the Georgia Department of Transportation (“GDOT”), Metropolitan Atlanta Rapid Transit Authority (“MARTA”), Fulton County (“Fulton”), Clayton County (“Clayton”), the City of College Park (“College Park”), the Airport South Community Improvement District (“ASCID”), and the Airport West Community Improvement District (“AWCID”). GDOT, MARTA, Fulton, Clayton, College Park, ASCID, and AWCID shall collectively be referred to as the “Parties” and individually may be referred to as a “Party.”

**WITNESSETH:**

**WHEREAS**, the ASCID and AWCID initiated Phase 1 of a \$350,000 Transit Study in 2018 (the “Phase 1 Transit Study”), working collaboratively with their members, key stakeholders, the surrounding community, and local, regional and state agencies, to build on the current conditions and success of the geographic areas served by ASCID and AWCID (the “ATL Airport Community Improvement Districts” or “AACIDs”) to further improve mobility and make it easier to live, work and play in the AACIDs and surrounding area; and

**WHEREAS**, the Phase 1 Transit Study identified a Mobility District, as shown in Exhibit “A” attached hereto, wherein several alternatives for providing 24/7 mobility options by extending MARTA’s hours of operation and/or providing on-demand transit service were examined. One of these alternatives, Personal Rapid Transit (“PRT”), is a system of on-demand point-to-point travel that combines the advantages of private automobiles (on-demand point-to-point service) with the advantages of public transit; and

**WHEREAS**, ASCID and AWCID completed Phase 2 of a Transit Study in 2020, a \$150,000 study that developed a conceptual design for ATN (also identified as the “Corporate Crescent Circulator”) that runs across the north side of Hartsfield-Jackson Atlanta International Airport (“Airport”) from MARTA’s Airport or College Park station to the International Terminal. Transit along this arc would accommodate airport users, Corporate Crescent employees, and ATL Airport visitors and residents; and

**WHEREAS**, the Parties desire to cooperate to advance an ATN (the “Project”) as further set forth in this Agreement, along with necessary ancillary activities to support the Project, including communications and engagement,

**NOW, THEREFORE**, for and in consideration of the mutual promises, the public purposes and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1. **The Parties agree** on the need to improve mobility and connectivity through implementation of transit infrastructure, technology, and services within south metropolitan Atlanta, and specifically within the AACIDs.
2. **The Parties further agree** to work cooperatively to complete the Phase 3 – Automated Transit Network Feasibility Study (the “Study”). The purpose of the Study is to determine the constructability, impacts, operations, benefits, and costs of a widespread ATN deployment for the south metro region. Building on

the overall Phase 1 – Transit Feasibility Study completed by ASCID and AWCID in 2019, and the Phase 2 – Personal Rapid Transit (PRT) Definition of Concept completed in 2020.

- a. The Study will investigate the full range of opportunities for ATN to have a positive impact on mobility, economy, social equity, and sustainability in Clayton and South Fulton counties.
  - b. The Study will conceptually evaluate the impacts of ATN throughout the Airport District (as defined in Section 5.a., below) and will locate and evaluate a smaller pilot project for initial deployment.
  - c. The Study will evaluate the balance of costs and revenues for the ATN and determine if the system can be implemented to cover its own capital and operating costs through a combination of value capture, public-private partnerships, and farebox revenues.
  - d. The Study, estimated to cost approximately \$3 million, will be funded by and led by MARTA, using its on-call contractor for capital programs and planning, and will begin summer 2023.
3. **The Parties further agree** to establish a Governance Committee for the Study that shall provide direction for the Study and shall consist of representatives from each of the Parties, with each Party having the same number of representative(s).
4. **The Parties further agree** to work cooperatively, help identify funding and/or participate (e.g., in-kind services, technical reviews and input as described more fully below) in efforts to construct a pilot of an Automated Transit Network (the “Project”) by issuing a Request for Proposals (RFP) in the summer of 2023.
- a. The purpose of the Project will be to evaluate the viability of ATN as an alternative transit system.
  - b. The Project will inform the Study through collection of ridership data, repeatable processes of system operations and also determine reliability of system.
  - c. The Project will help the Parties evaluate if the ATN system is suitable to deploy on a larger scale.
  - d. MARTA has committed \$10 million toward the implementation of the Project, with the remaining cost of the Project’s implementation to be provided through contributions from the successful vendor selected through the RFP process.
  - e. The Parties shall participate in the development of the Project through in-kind contributions of staff time to participate on the Project Governance Committee and Technical Working Group, as described more fully below.
5. **PROJECT GOVERNANCE.**
- a. **Airport District.** The ATL Airport Community Improvement Districts includes the geographic areas served by AWCID and ASCID. AWCID, located in Fulton County, encompasses portions of the City of Atlanta, the City of College Park, the City of East Point, the City of Hapeville, and the City of South Fulton. ASCID, located in Clayton County, includes portions of the City of College Park and the City of Forest Park.
  - b. **Project Governance Committee.** A Project Governance Committee shall be created to provide guidance, oversight, decision-making, and direction for the Project. The Project Governance Committee shall consist of representatives of each of the Parties, with each Party having the same number of representative(s).
  - c. **Technical Working Group.** A Technical Working Group (“TWG”) comprised of one lead representative from each of the Parties and made up of technical staff, executive staff, and/or elected/governing officials and professional/technical experts will be established to further technical work necessary to

inform and advance the Project. Participation by supporting technical experts may be relied upon by each lead member. The TWG shall operate as a forum, not a decision-making body, and shall provide non-binding recommendations to the Project Governance Committee.

6. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
7. **MODIFICATION.** This Agreement may be modified or amended only by means of a written document executed on behalf of all Parties to this Agreement.
8. **TERMINATION.** Prior to completion of the Project, any Party may unilaterally terminate its inclusion in this Agreement without penalty, provided such Party has fulfilled any outstanding financial commitments to the Project.
9. **GOVERNING LAW.** This Agreement shall be governed by Georgia law.
10. **AUTHORITY/SIGNATURE.** The individual signing this Agreement on behalf of each Party represents and warrants that (s)he has the actual authority to sign this Agreement on behalf of such Party, and to bind such Party to the terms and conditions of this Agreement.
11. **COMPLETE AGREEMENT.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby.

IN WITNESS WHEREOF, the Parties have signed, sealed, and delivered this Agreement as of the Effective Date.

**Georgia Department of Transportation**  
"GDOT"

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

**Metropolitan Atlanta Rapid Transit Authority**  
"MARTA"

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

**Fulton County**  
"Fulton"

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

**Airport South Community Improvement District**  
"ASCID"

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

**Clayton County**  
"Clayton"

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

**Airport West Community Improvement District**  
"AWCID"

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

**City of College Park**  
"College Park"

By: \_\_\_\_\_

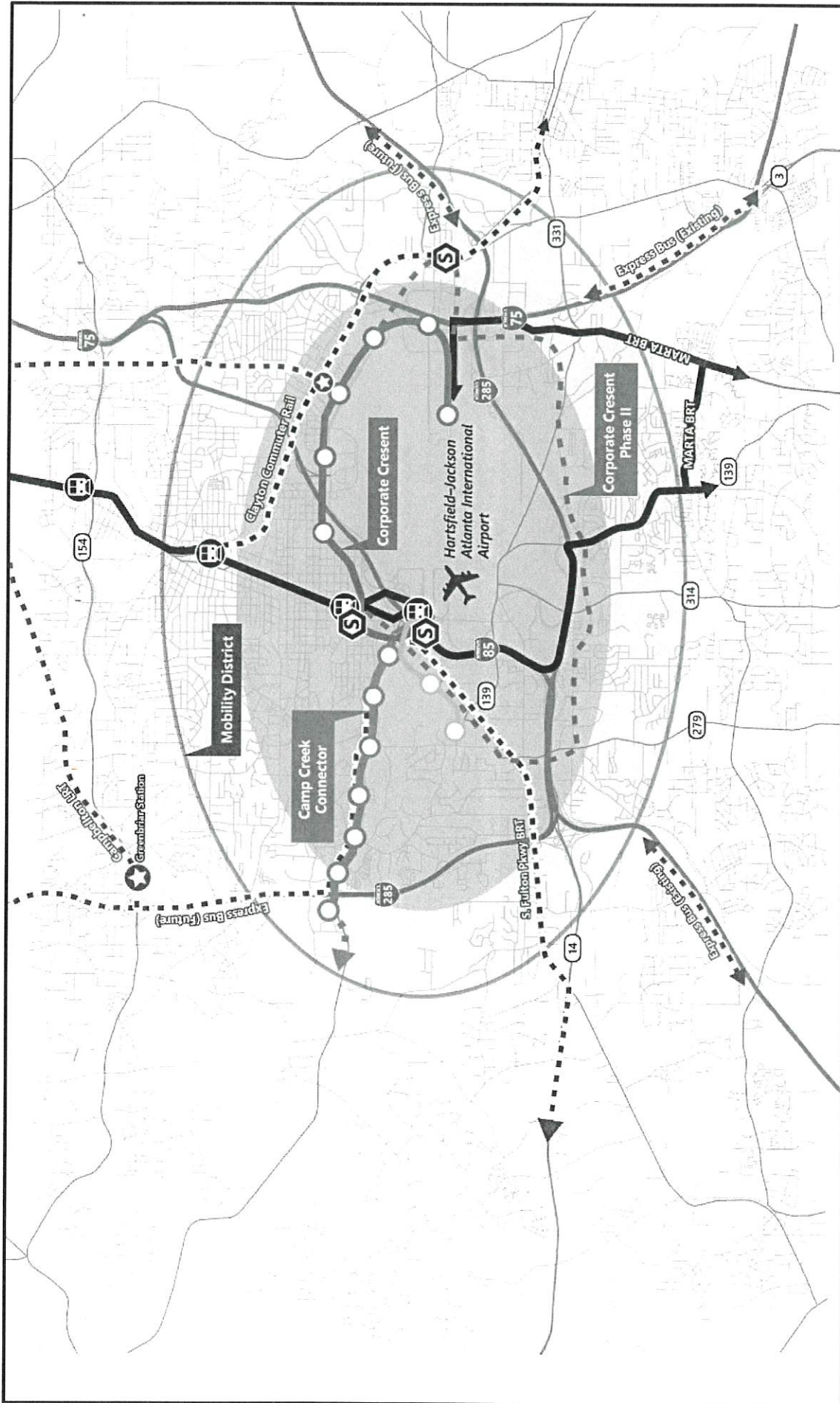
Title: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

This \_\_\_ day of \_\_\_\_\_, 2023.

EXHIBIT A



MOBILITY DISTRICT