

**MEMORANDUM OF UNDERSTANDING  
REGARDING FUNDING AND COLLABORATION  
BY AND BETWEEN**

**THE ATLANTA-REGION TRANSIT LINK AUTHORITY, THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY,  
COBB COUNTY, GWINNETT COUNTY, THE GEORGIA DEPARTMENT OF TRANSPORTATION, AND  
THE ATLANTA REGIONAL COMMISSION**

**THIS MEMORANDUM OF UNDERSTANDING** (“Agreement”), effective as of \_\_\_\_\_, 2021 (the “Effective Date”) is made by and between the Atlanta-region Transit Link Authority (“ATL”), an authority of the State of Georgia, whose address is 245 Peachtree Center Avenue NE, Suite 2200, Atlanta, GA 30303, the Metropolitan Atlanta Rapid Transit Authority (“MARTA”), whose address is 2424 Piedmont Road, NE, Atlanta, GA, Cobb County (“Cobb”), whose address is 100 Cherokee Street, Marietta, GA 30090, and Gwinnett County (“Gwinnett”) whose address is 75 Langley Drive, Lawrenceville, GA 30046, the Georgia Department of Transportation (GDOT) whose address is 600 West Peachtree NW, Atlanta, GA 30308, and the Atlanta Regional Commission (“ARC”) whose address is 229 Peachtree Street, Suite 100, Atlanta, GA 30303. ATL, MARTA, Cobb, Gwinnett, GDOT, and ARC may collectively be referred to as the “Parties” and individually as the “Party.”

**WITNESSETH:**

**WHEREAS**, the ATL is a state authority established for the purposes of planning and financing transit projects and operating Xpress commuter bus and vanpool service within the 13-county ATL jurisdiction comprised of Cherokee, Clayton, Coweta, Cobb, DeKalb, Douglas, Fayette, Forsyth, Fulton, Gwinnett, Henry, Paulding and Rockdale counties; and

**WHEREAS**, MARTA is an authority of the City of Atlanta, Fulton, DeKalb and Clayton Counties and a provider of public transit within its jurisdictions; and

**WHEREAS**, Cobb County provides public transit service for Cobb County through CobbLinc; and

**WHEREAS**, Gwinnett County provides public transit service for Gwinnett County through Gwinnett County Transit (“GCT”); and

**WHEREAS**, GDOT plans, designs, constructs, maintains, and improves state roads and bridges, and interstate highways; and provides planning and financial support for other modes of transportation including rail, transit, general aviation, and bicycle and pedestrian programs; and

**WHEREAS**, the ARC, as the federally designated Metropolitan Planning Organization (“MPO”), works with state and local transportation agencies and local governments to develop and manage a long-range transportation plan, known as the Regional Transportation Plan (“RTP”) and recognizes that mass transit services in the Atlanta region including along the I-285 corridor, play a major role in alleviating congestion and improving air quality, while promoting regional land use and development goals; and

**WHEREAS**, metro Atlanta’s transit providers are committed to collaboratively planning, building, and operating public transportation services that improve accessibility and mobility, drive economic development, and enhance the quality of life for all who live, work, and play in the region. Each Party is committed to working in coordination with partner agencies to optimize service, provide seamless linkages, and improve the overall customer experience for the communities they serve; and

**WHEREAS**, GDOT's Major Mobility Investment Program ("MMIP") includes the planned construction of express lanes along the northern portion of Interstate 285 ("I-285") from its intersection with Interstate 20 ("I-20") on the west side to I-20 on the east side of the metro area, collectively referred to as "I-285 Top End Express Lanes"; and

**WHEREAS**, in accordance with current State Transportation Board policies, public transit vehicles may operate in Georgia's Express Lanes toll-free and these Express Lanes are actively managed to ensure free flow traffic and reliable transit service; and

**WHEREAS**, current designs for the I-285 Top End Express Lanes do not preclude a transit component, but additional planning and conceptual engineering is needed for potential transit components, including station designs and transit vehicle movements, access points, and entry and exit ramps; and

**WHEREAS**, all parties have a shared interest in the successful operation of transit service within the planned I-285 Top End Express Lanes and the parties agree to consider the collective needs of the transit operators on such Bus Rapid Transit ("BRT") facilities if constructed on the I-285 Top End Express Lanes; and

**WHEREAS**, the Parties desire to cooperate on the visioning, scoping, planning, and conceptual engineering of the potential transit components that may be associated with I-285 Top End Express Lanes ("Project") as further set forth in this Agreement, along with necessary ancillary activities to support the Project, including communications and engagement; and

**WHEREAS**, the American Rescue Plan ("ARP") provided Section 5307 federal funding to the region and such funding may be utilized for transit projects at a 100 percent federal share; and

**WHEREAS**, ATL, Cobb, Gwinnett, and MARTA each agree to provide funding to support the visioning, scoping, planning, and conceptual engineering of the transit components for the I-285 Top End Express Lanes; and

**WHEREAS**, it is estimated that \$16,200,000.00 is a sufficient project budget amount to advance the visioning, scoping, planning and conceptual engineering for high capacity transit within the I-285 Top End Express Lanes, and the completion of capital construction cost estimate ranges of transit facilities and rolling stock for such high capacity transit service (collectively, "Planning Study"); and

**WHEREAS**, the ATL and MARTA entered into a separate Intergovernmental Agreement, dated \_\_\_\_\_ ("IGA"), wherein, among other responsibilities, the ATL agrees to be the signatory to the resulting Project Agreement (as that term is defined in the IGA) and MARTA shall serve as the Project Manager and lead for this collaborative undertaking.

**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. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **COMMENCEMENT DATE AND TERM.** This Agreement shall begin on the Effective Date and continue until the Project is affirmed complete by all Parties, but in any event, shall continue for no more than five (5) years from the Effective Date unless the Parties mutually agree to renew this Agreement.
3. **DESCRIPTION OF THE PROJECT.**

A visioning, scoping, planning and conceptual engineering study with associated public engagement and communications for bus rapid transit (BRT) stations and fixed guideway, which guideway will mainly be

coincident with the I-285 Top End Express Lanes between the Indian Creek MARTA rail station and the HE Holmes MARTA rail station, along with ancillary infrastructure. Technical work products necessary to advance the Planning Study for the Project will be identified in the procurement documents and final scope of work in a subsequent contract resulting from the procurement. Environmental and NEPA considerations will be addressed by the Parties subsequent to the planning review.

#### **4. RESPONSIBILITIES OF THE PARTIES.**

**a. MARTA shall:**

- i. Lead the procurement of professional services for visioning, scoping, planning, and conceptual engineering for the Project from a qualified vendor as set forth in the IGA; and
- ii. Solicit and incorporate the feedback and needs of each Party in the request for proposals ("RFP") and scope of work for the Project; and
- iii. Participate in the procurement of professional services for the Planning Study for the Project with four (4) voting representatives on the Evaluation/Selection Committee; and
- iv. Provide each of the other Parties (except for ARC and GDOT) with a position for a voting representative with appropriate professional qualifications on the Evaluation/Selection Committee in the procurement of professional services in the selection of a qualified vendor or team of vendors for the Project; and
- v. Contribute up to fourteen million two hundred eighty-four thousand three hundred seven dollars (\$14,284,307.00) of MARTA's local or other funds for the Project and provide its portion of the funds to the ATL within \_\_\_ days after the Project Agreement amount is known ; and
- vi. Manage the planning, design and conceptual engineering of the Project, as ATL's Project Manager as more fully detailed in the IGA, soliciting and incorporating feedback from all Parties throughout the process, and
- vii. Ensure that the cost of the Project shall not exceed the contribution of each Party as specifically set forth in this Agreement, without prior written approval from each Party agreeing to increase the amount of their contribution.

**b. ATL shall:**

- i. Utilize ARP funds from Cobb and Gwinnett, as well as local or other funds from MARTA for the purposes of procuring professional visioning, scoping, planning, and conceptual engineering services for the transit components of I-285 Top End Express Lanes; and
- ii. Contribute one million one hundred fifty-eight thousand two hundred five dollars (\$1,158,205.00) of ATL Xpress' ARP funds to the Project; and
- iii. Provide feedback and input on the needs of Xpress commuter bus services for inclusion in the RFP and scope of work for the project; and
- iv. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services for the Project with one (1) voting representative with appropriate professional qualifications on the Evaluation Committee in the selection of a qualified vendor or team of vendors; and
- v. Work collaboratively with the MARTA Project team, providing input and feedback on the needs of Xpress throughout the project; and
- vi. Execute the Project Agreement issued to the winning vendor or team of vendors of the procurement as set forth in more detail in the IGA; and

- vii. Utilize the ATL's authority as Designated Recipient for the Atlanta Urbanized Area to set-aside Section 5307 ARP formula funds from the ATL, Cobb, and Gwinnett for regional purposes that will be utilized strictly for the Project. Funding distributions from each Party shall be in the amounts that follow:
  - ATL - one million one hundred fifty-eight thousand two hundred five dollars (\$1,158, 205.00)
  - Cobb - five hundred forty-six thousand eight hundred eighty-eight dollars (\$546,888.00)
  - Gwinnett - two hundred thirteen thousand six hundred forty-five dollars (\$213,645.00)
- c. Cobb shall:
  - i. Contribute five hundred forty-six thousand eight hundred eighty-eight dollars (\$546,888.00) of CobbLinc's ARP funds to the Project for the purposes of procuring professional visioning, scoping, planning, and conceptual engineering services for the Project; and
  - ii. Provide feedback and input on the needs of CobbLinc for inclusion in the RFP and scope of work for the Project; and
  - iii. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services for the Project with one (1) voting representative with appropriate professional qualifications on the Evaluation Committee in the selection of a qualified vendor or team of vendors; and
  - iv. Work collaboratively with the MARTA Project team and provide input and feedback on the needs of CobbLinc throughout the project.
- d. Gwinnett shall:
  - i. Contribute two hundred thirteen thousand six hundred forty-five dollars (\$213,645.00) of Gwinnett's ARP funds to the Project for the purposes of procuring professional visioning, scoping, planning, and conceptual engineering services for the Project; and
  - ii. Provide feedback and input on the needs of Gwinnett for inclusion in the RFP and scope of work for the Project; and
  - iii. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services for the Project with one (1) voting representative with appropriate professional qualifications on the Evaluation Committee in the selection of a qualified vendor or team of vendors; and
  - iv. Work collaboratively with the MARTA Project team and provide input and feedback on the needs of Gwinnett throughout the Project.
- e. GDOT shall:
  - i. Provide feedback and input on the needs of GDOT for inclusion in the RFP and scope of work for the Project; and
  - ii. Participate in the procurement of professional visioning, scoping, planning, and conceptual engineering services with one (1) nonvoting representative with appropriate professional qualifications in an advisory capacity; and
  - iii. Work collaboratively with the MARTA Project team and provide input and feedback on the potential integration of transit components with the overall I-285 Top End Express Lanes.
- f. ARC shall:
  - i. Provide feedback and input on the needs of ARC for inclusion in the RFP and scope of work for the Project; and
  - ii. Participate in an advisory capacity in the procurement of professional visioning, scoping, planning, and conceptual engineering services; and

- iii. Work collaboratively with the MARTA Project team and provide input and feedback on the integration of transit components with the overall I-285 Top End Express Lanes.

## 5. GOVERNANCE

- a. Technical guidance. A Technical Working Group (“TWG”) comprised of one lead professional/technical expert from each of the Parties 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 operates as a forum, not a decision-making body and has no such standing.
- b. Policy guidance. A Policy Working Group (“PWG”) comprised of one elected official each from the cities of Clarkston, Tucker, Doraville, Sandy Springs, Dunwoody, Chamblee, Smyrna and Atlanta; one elected official each from the counties of DeKalb, Fulton, Gwinnett and Cobb; ATL Executive Director or designee; GDOT Commissioner or designee; and MARTA General Manager and Chief Executive Officer or designee will be established to provide policy guidance in support of the technical work involved in advancing the Project. The PWG operates as a forum, not as a decision-making body and has no such standing. It advises but does not direct the Project.

## 6. OTHER TERMS AND CONDITIONS.

- a. The Parties acknowledge that with the exception of GDOT and ARC, it is each Party’s responsibility to communicate to the MARTA Project team the expected needs of their transit service and vehicles for inclusion in the design and engineering work for the Project; and
- b. The Parties agree that if and when the transit components of the Project are included in I-285 Top End Express Lanes and are constructed and in service, each Party shall have access to the transit facilities of the I-285 Top End Express Lanes; and
- c. Selection of a winning vendor(s) for the Project requires the approval of a majority of the Evaluation/Selection Committee which will consist of qualified representatives from each Party; and
- d. Voting representatives with appropriate professional qualification on the Evaluation/Selection Committee shall be apportioned among the Parties as follows:
  - i. MARTA will have four (4) voting representatives; and
  - ii. The ATL, Cobb, and Gwinnett will each have one (1) voting representative; and
  - iii. ARC and GDOT will have no voting representative and are asked only to support the procurement process in an advisory capacity with subject matter experts representing the roles and responsibilities of their respective agencies; and
- e. All Parties (except for ARC) agree to seek consensus with the plan and conceptual design for GDOT to consider to be incorporated into the I-285 Top End Express Lanes prior to Project closeout; and
- f. Each Party shall have the right to use the final deliverables for their own purposes, including but not limited to applying such work product to transportation projects outside of the I-285 Top End Express Lanes and/or for transportation projects within their respective jurisdictions. Such rights shall include the right to create derivative works thereof.
- g. If there are any funds remaining upon completion of the Project or the earlier termination of this Agreement, then the ATL shall return Project funds to each Party in proportion to each Party’s contribution of funds to the Project.
- h. If MARTA determines that the costs of completion of the Project will exceed the amount of funding provided for the Project, then MARTA will immediately notify all the other Parties of this issue. The

Parties will attempt to reach an agreement to resolve the funding shortfall issue in good faith and in a timely manner.

- i. The Parties agree that by participating in the Project, GDOT is not guaranteeing that BRT will be constructed as part of the overall I-285 Top End Express Lanes. Any decision as to the transit components inclusion into a GDOT project, rests solely with GDOT.
7. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
8. **MODIFICATION.** This Agreement may be modified or amended only by means of a written document executed on behalf of all parties to this Agreement.
9. **TERMINATION.** Prior to completion of the term, this Agreement may only be terminated by a Party if another Party has materially breached this Agreement and failed to cure within fourteen (14) calendar days of receipt of notice of breach.
10. **ASSIGNMENT.** Each Party shall not assign the rights hereunder or delegate any of their rights, duties, or obligations hereunder without the prior written consent of all the other Parties, which consent will not be unreasonably withheld. Any assignment in violation of this section shall be null and void.
11. **NOTICE.** Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

Atlanta-Region Transit Link Authority Attn: Cain Williamson 245 Peachtree Center Avenue, Suite 2200 Atlanta, GA 30303-1224 Phone: 470.630.0013 Email: cwilliamson@atltransit.ga.gov	Metropolitan Atlanta Rapid Transit Authority Attn: Manjeet Ranu 2424 Piedmont Road, NE Atlanta, GA 30324 Phone: Email: mranu@itsmarta.com
Cobb County Attn: Drew Raessler 1890 County Services Pkwy, Marietta, GA 30008 Phone: 770.528.1600 Email: drew.raessler@cobbcounty.org	Gwinnett County Attn: 75 Langley Drive, Lawrenceville, GA 30046 Phone: Email:
Georgia Department of Transportation Attn: 600 West Peachtree NW, Atlanta, GA 30308 Phone: Email:	Atlanta Regional Commission Attn: John Orr 229 Peachtree Street, Suite 100, Atlanta, GA 30303 Phone: Email: jorr@atlantaregional.org

12. **WAIVER.** The waiver by any Party of any breach of any provision in this Agreement shall not be deemed to be a waiver of such provision of any subsequent breach of the same or any other provision in this Agreement.

13. **SURVIVABILITY.** If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose, and intent as shall be permitted by law.
14. **GOVERNING LAW.** This Agreement shall be governed by Georgia law.
15. **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.
16. **NO THIRD-PARTY BENEFICIARY.** Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
17. **HEADINGS.** The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.
19. **E-VERIFY AND NON-DISCRIMINATION.** Each Party agrees that it will comply with all E-Verify and Title VI requirements and execute any documents reasonably required related to such compliance. Further, each Party agrees that any contracts let for work completed pursuant to this Agreement shall contain all required E-Verify and Title VI requirements under applicable law.
20. **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.

**Signatures begin on following page.**

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

**Atlanta-Region Transit Link Authority**

By: \_\_\_\_\_  
Name: Christopher Tomlinson  
Title: Executive Director

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Atlanta Regional Commission**

By: \_\_\_\_\_  
Name: Doug Hooker  
Title: Executive Director

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Cobb County**

By: \_\_\_\_\_  
Name: Lisa Cupid  
Title: Chairwoman

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Georgia Department of Transportation**

By: \_\_\_\_\_  
Name: Russell McMurry  
Title: Commissioner

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Gwinnett County**

By: \_\_\_\_\_  
Name: Nicole Hendrickson  
Title: Chairwoman

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Metropolitan Atlanta Rapid Transit Authority**

By: \_\_\_\_\_  
Name: Jeffrey A. Parker  
Title: General Manager & CEO

Attest: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Dekalb County**

By: \_\_\_\_\_  
Name: Michael Thurmond  
Title: Chief Executive Officer, Dekalb County

**Fulton County**

By: \_\_\_\_\_  
Name: Robb Pitts  
Title: Chair, Fulton County Commission