

**MEMORANDUM OF UNDERSTANDING BY AND BETWEEN
THE ATLANTA-REGION TRANSIT LINK AUTHORITY
AND
CITY OF BROOKHAVEN**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”), effective as of _____, 2020 (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 and the City of Brookhaven (“Brookhaven”), a whose address is 4362 Peachtree Rd NE, Brookhaven, GA. ATL and Brookhaven may collectively be referred to as the “Parties” and individually as the “Party.”

WITNESSETH:

WHEREAS, Brookhaven on behalf of the Top End Mayors Transit Committee (TETC) desires that a Phase 3 – Top End Express Lanes Transit Study (the “Top End Transit Study”) for the planned Express Lanes across the Top End of I-285 be developed to offer a transit roadmap for the future by leveraging the Express Lanes investments to integrate rapid transit to provide dependable, consistent, and seamless transit services along the corridor (the “Project”); and

WHEREAS, ATL has agreed to provide certain Federal Transit Administration (“FTA”) Section 5307 Urbanized Area Funds and Brookhaven wishes to partner with the ATL to support the Project; and

WHEREAS, ATL is a direct recipient for federal funds and will provide partnership to Brookhaven to ensure contracting and project delivery for the awarded FTA funding; and

WHEREAS, Brookhaven is located within the ATL’s geographic jurisdiction and is authorized to contract for the services required hereunder; and

WHEREAS, pursuant to O.C.G.A. § 50-39-11(a)(3), the ATL has the authority to contract to plan, design, acquire, construct, add to, extend, improve, equip, operate, and maintain or cause to be operated and maintained transit systems and transit projects, and all facilities and appurtenances necessary or beneficial thereto, within the geographic area over which the authority has jurisdiction or which are included within a regional transit plan or transportation improvement program and provide transit services within the geographic jurisdiction of the authority, and to contract with any state, regional, or local government, authority, or department, or with any private person, firm, or corporation, for those purposes; and

WHEREAS, Brookhaven desires the ATL to provide professional and technical services for the development of the Top End Transit Study and completion of the Project on behalf of Brookhaven; and

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 one (1) year (the “Initial Term”). The Parties may elect to renew this Agreement on the same terms and conditions for up to two (2) additional renewal period(s) with a term of up to six (6) months each (each a “Renewal Term”). The Initial Term and Renewal Term shall individually and collectively be referred to as the “Term”.

3. **RESPONSIBILITIES OF THE PARTIES.**

a. ATL will:

- i. Procure professional services for the creation of the Top End Transit Study for Brookhaven; and
- ii. Use the scope of work for the Project attached to this Agreement as Exhibit A, Scope of Services, which will only be modified upon mutual agreement between the Parties; and
- iii. Incorporate the final version of Exhibit A, Scope of Services, as well as a provision allowing ATL to terminate “for convenience”, into the contract with the selected consultant for the Project; and
- iv. Appoint an ATL staff person to serve as the Project Manager for the project, process consultant’s invoices, ensure compliance with all FTA funding requirements, and oversee the plan development and consultant team in support of Brookhaven/the TETC’s goals and desired outcomes for the Project; and
- v. Make final review, approval and payment of invoices for the Project; and
- vi. Coordinate and consult with Brookhaven regarding administration of the Project; and
- vii. Not pay or be responsible for any additional costs for the Project beyond the \$200,000.00 in federal funding and the amounts provided by Brookhaven hereunder; and
- viii. Be fully responsible for compliance with any federal requirements associated with expenditure of FTA Section 5307 funding.

b. Brookhaven will:

- i. Provide fifty-thousand dollars (\$50,000.00) to the Project for the provision of professional services to develop the Top End Transit Study; this sum is representative of the local match which will be coupled with two hundred-thousand dollars (\$200,000.00) in FTA Section 5307 funding from the ATL for purposes of completing the Project; and
- ii. Accept the scope of work for the Project attached to this Agreement as Exhibit A, Scope of Services, which will only be modified upon mutual agreement in writing between the Parties, understanding that the final version of Exhibit A, Scope of Services, shall be incorporated into the contract with the selected consultant for the Project; and
- iii. Appoint a Brookhaven staff person to act as the liaison with the ATL for matters related to this Agreement (“Brookhaven Designated Representative”); and
- iv. Within ninety (90) days of the Effective Date of this Agreement, provide to ATL a payment of fifty-thousand dollars (\$50,000.00), which is representative of the local match on the Project, and which shall be the maximum amount of Brookhaven’s financial commitment under this Agreement except as authorized by Brookhaven in writing pursuant to Section 3(b)(viii); and
- v. Request changes to the Project in writing to the ATL; and
- vi. If there are any additional change orders or amendments to the contract for this Project requiring additional funding, Brookhaven shall authorize such changes in writing and transfer the applicable federal and local share amounts to the ATL, however, the ATL will not execute any such change orders or amendments requiring additional funding until ATL receives such additional funding from Brookhaven; and
- vii. Coordinate and consult with the ATL regarding administration of the Project and provide information related to the Project upon request by ATL and its consultants in a timely manner; and
- viii. Coordinate for the Brookhaven Designated Representative to attend Project-related meetings, respond to Project-related questions from the ATL and its consultants in a timely manner, and provide the initial review and approval of invoices for the Project; and

4. **FEDERAL FUNDING.** The Parties agree and acknowledge that this Agreement serves as Brookhaven’s consent for the ATL to utilize certain FTA Section 5307 funding for the Project. The Parties do not intend to establish the ATL as a contractor performing federally-funded services for Brookhaven.
5. **TIME IS OF THE ESSENCE.** Time is of the essence for this Agreement.
6. **TERMINATION.** Prior to completion of the Project, this Agreement may only be terminated by one Party if the other Party has materially breached this Agreement and failed to cure within fourteen (14) calendar days of receipt of notice of breach. Upon early termination, ATL shall immediately notify its consultants and staff to stop working on the Project. Upon early termination, the ATL shall be entitled to satisfy from applicable federal and local funds (at an 80% federal and 20% local share per FTA guidelines) the cost of work performed and expenses incurred related to the Project prior to cessation of work as approved by the ATL; provided that no such payment shall waive any Brookhaven claim for damages for breach of this Agreement. After paying for the costs and expenses described above, ATL shall return any remaining local funds to Brookhaven.
7. **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 the other, which consent will not be unreasonably withheld. Any assignment in violation of this section shall be null and void.
8. **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

City of Brookhaven
 Attn: Christian Sigman
 4362 Peachtree Road
 Brookhaven, GA 30319
 Phone: (770) 853-4720
 Email: Christian.Sigman@BrookhavenGA.gov
 CC : Patty.Hansen@BrookhavenGA.gov

9. **WAIVER.** The waiver by either 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.
10. **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.
11. **GOVERNING LAW.** This Agreement shall be governed by Georgia law, without regard to its conflict of law provisions.

- 12. **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.
- 13. **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.
- 14. **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.
- 15. **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.
- 16. **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.
- 17. **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.

Atlanta-region Transit Link Authority

City of Brookhaven
on behalf of the Top End Transit Committee

By: _____
Name: Christopher S. Tomlinson
Title: Executive Director

By: _____
Name: Christian Sigman
Title: City Manager

Attest: _____
Name: _____
Title: _____

Attest: _____
Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

PART 2 – SCOPE OF SERVICES

NOTE- ATL considers the services which are envisioned and generally described below to be necessary, and currently intends these items and services, as a minimum, to reflect the Scope for a prospective Contract. The actual, final scope of services, however, may differ, may be greater or lesser, and shall be determined in the subsequent RFP processes prior to execution of a Contract with a successful firm.

I-285 Top End Segment Station Plan

Study Partners

Municipalities

Brookhaven
Chamblee
Doraville
Dunwoody
Sandy Springs
Smyrna
Tucker

Community Improvement Districts

Assembly
Chamblee/Doraville
Cumberland
Perimeter
Northlake

Background

In February 2019, the I-285 Top End Mayor's Coalition completed a Transit Feasibility Study for the Top End of I-285 from Tucker in DeKalb County to Smyrna in Cobb County. A second phase of study was executed in late 2019 to develop a Pre-Project Development Technical Analysis including a preliminary service plan with stop locations, estimated travel times, potential ridership projections, updated capital improvement costs, and estimated maintenance and operations costs. The result of these efforts is a refined plan to provide high-capacity transit services across the Top End of I-285 utilizing Georgia Department of Transportation's (GDOT) proposed I-285 Top End Express Lanes.

Based on the completed studies and input from the project sponsors and partners, a series of next steps is necessary to move funding and implementation discussions forward while identifying and preserving the space

necessary to construct the envisioned transit facilities adjacent to the planned I-285 Express Lanes. These next steps include the preparation of preliminary station plans to determine the locations and space needs for each of 3 potential station areas including Roswell Road, Cumberland Parkway, and Cumberland Boulevard.

During coordination efforts with the Metropolitan Atlanta Rapid Transit Authority (MARTA) at the end of the Phase 2 study, it was identified that MARTA has engaged with its consultants to develop the preliminary station plans for the remaining stations across the Top End including Shallowford, Perimeter, Northlake, and Doraville. The I-285 Mayor's Coalition, MARTA, and the ATL have agreed to align the scopes of work by both parties to ensure that they are coordinated, that the Top End Mayor's coalition has direct involvement and input into MARTA's ongoing work, and that MARTA is engaged in the 3 station areas that ATL and the Top End Mayor's coalition are pursuing through this Phase 3 study.

Scope of Services:

Task 1: Project Kick-Off

Immediately following receipt of the Notice to Proceed, the Consultant will hold an informal kickoff meeting with the Project Management Team (PMT) to set expectations for the schedule, communication protocols, product deliverables, and project coordination. The PMT will include members of the Top End Transit Committee (TETC) as well as the ATL's Chief Planning Officer. The Consultant will then use that input toward preparation of a Project Management Plan (PMP). The PMP will identify roles and responsibilities, communication protocols, a schedule and format for regular progress reporting, and a system to track the completion of action items. Within two weeks of the kickoff meeting, the Consultant will submit the draft PMP to PMT. The PMP will also identify those specific mechanisms that will be used for project coordination. The PMT will meet regularly, perhaps monthly, or as agreed.

A Technical Committee will also be identified as a means of discussing technical data and methodologies and soliciting input of a technical nature. The Technical Committee may include some members of the PMT plus technical staff from appropriate regional stakeholders including the appropriate representation from MARTA's ongoing Top-End and Eastside segment work, as well as appropriate staff from Cobb County Transit/DOT.

Deliverables:

- Kickoff meeting – immediately following the notice to proceed.
- Project Management Plan (Draft and Final in PDF and Word file format)
- Identification of Project Management Team and Technical Committee

Task 2: Stakeholder Engagement Plan

The Consultant will document a specific plan for stakeholder and project partner outreach and involvement in a Stakeholder Engagement Plan. The specific strategies and tools identified for use will result in meaningful feedback from a diverse group of stakeholders and project partners. In addition to the PMP and the Technical Committee, the plan will include regular and direct engagement with GDOT, MARTA, and Cobb County.

The plan should detail planned meetings with the various study partners and related stakeholders to update them on the following elements of the process:

- Results of Pre-Project Development Feasibility Study, and coordination with state and regional partners to date
- Results of preliminary station plans, as well as strategies and needs regarding the preservation of likely station areas adjacent to the planned I-285 Express Lanes
- Results of final planning document

Deliverables:

- Stakeholder Engagement Plan (Draft and Final in PDF and Word file format within 4 weeks of notice to proceed)

Task 3: Existing Conditions

The Consultant will develop a snapshot of existing conditions, summarize previous studies, and identify transportation needs that will serve as a basis for identifying BRT alternatives and provide quantitative data for input into the evaluation of BRT alternatives task.

The Consultant will develop an existing conditions analysis for the three (3) station areas identified: Roswell Road, Cumberland Parkway, and Cumberland Boulevard. The existing conditions analysis will be coordinated with and aligned with the similar existing conditions analysis that is being completed by MARTA for the other remaining station locations along the I-285 Top End and I-285 Eastside.

The existing conditions analysis for these three station areas will assist in identifying underlying transportation infrastructure and market conditions in the study area. Data on existing transportation facilities and demographic/socio-economic data will be collected and summarized. Data provided by agency partners (GDOT, MARTA, Cobb, etc.), and the U.S. Census Bureau, and other relevant sources will be used.

Data will be requested from partners as relevant to the analysis to use existing information that was collected in support of the advancement of the environmental documentation for this study segment of the I-285 Top End Project. The intent of this task will be to use readily available data from previous and related studies to inform the process. At a minimum, data needed for the analysis will include:

- Physical description of study area
- Travel patterns (e.g. travel demand model output)
- Roadway characteristics
- Existing bus ridership at the route and stop level
- Key activity centers
- Existing and future land use
- Economic development initiatives and market trends
- Residential and employment density data
- Future growth patterns
- GIS shapefiles
- Planned and programmed mobility improvements

Task 3 Deliverables:

- a) GIS shapefiles
- b) Existing Conditions Technical Memorandum

Task 4: Agency Coordination and Design Considerations

Multiple jurisdictions, and other governing transportation agencies and funding partners have a vested interest in the project outcomes. Additionally, several studies have been done, which requires coordination. This task is about coordination efforts and understanding conceptual level BRT needs along the corridor. cursory information on stations and station locations and the viability within the context planned Express Lanes will be the primary focus of this task. The outcome of this task will be regularly scheduled coordination with GDOT, MARTA, and Cobb County Transit/DOT on a minimum of a monthly basis. Additional coordination will include meetings with the Atlanta-Region Transit Link (The ATL), the State Road and Tollway Authority (SRTA), DeKalb County, Fulton County and municipalities along the I-285 corridor.

Task 4.1: Coordinate with Agency Planning Partners

The Consultant, working closely with ATL staff, will schedule and facilitate briefings with key affected agencies, the PMT, as well as other local governments and organizations. Biweekly and or monthly meetings will be conducted with GDOT, MARTA, and Cobb County Transit/DOT. Up to ten (10) briefings will be conducted and documented with other stakeholders as appropriate associated with potential station locations, funding options and coordinated operations. Briefings may be virtual as circumstances dictate. The Consultant will prepare meetings agendas, meeting summaries and meeting collateral for scheduled meetings. Information will be provided to the ATL PM in advance for review and approval.

Task 4.2: Conceptual Station Design and Project Visuals Development

The consultant will prepare conceptual station designs for identified station location areas at Roswell Road, Cumberland Parkway, and Cumberland Boulevard. These will be developed based on the MARTA BRT Freeway Design Standards. It is assumed that up to three (3) station locations will be identified, with no more than three (3) alternatives at each station location. The purpose of this effort will be to provide GDOT with enough design information to preserve station areas for future BRT implementation. The Consultant will provide up to six (6) 3D project visuals of station and running way perspectives along the I-285 BRT corridor. Additionally, the Consultant will develop up to 24 2D project visuals (plan view or cross sections) along the study corridor for the station alternatives.

Station plan for the Cumberland Boulevard station should identify and evaluate strategies for how the existing site and proposed improvements can be best utilized including schematic diagrams that identify station areas and connections. Additionally, the Consultant should identify routing from and to the main line of the Express Lanes, in dedicated right-of-way where possible.

Task 4.3: BRT Alternatives Evaluation

The Consultant will, using the evaluation framework developed by MARTA and approved by the ATL and PMT, evaluate each alternative, so that their benefits, costs, and operating consequences can be examined. Typical analysis to be used in the evaluation will include cost effectiveness from a capital and operating cost perspective, transit ridership, station spacing, accessibility and environmental conditions.

Task 4.4: Environmental Data and Screening

The Consultant shall perform a high-level environmental screening of the I-285 BRT station locations. The analysis will use readily available data sources to inform the next steps for an environmental analysis. The screening will recommend a path forward for the environmental review process for the station locations identified through the study process. The Consultant will work closely with GDOT to understand the environmental conditions and potential resources of concern that have been documented for the I-285 Eastside and I-285 Top End Express Lanes project.

Task 4 Deliverables:

- a) Agency Coordination Schedule
- b) Collateral and Other Meeting Materials
- c) Documentation of Coordination
- d) 3D Visuals of Station and Running Way Perspectives
- e) 2D Visuals Along the Study Corridor
- f) Biweekly and/or Monthly briefings with GDOT and MARTA
- g) Up to ten (10) agency briefings
- h) Documentation of Agency Briefings
- i) BRT Station Evaluation Matrix
- j) Environmental Data and Screening Technical Memorandum

Task 5: Conceptual Regional I-285 Service Plan

Based on the results of the previous tasks, as well as the ongoing work of MARTA for the remaining station areas on I-285 Top End and I-285 Eastside segments, the consultant will develop a Conceptual Regional I-285 Service Plan. The Conceptual Regional I-285 Service Plan will attempt to evaluate the optimal service options/patterns and operations plan across all regional operators leveraging the I-285 Top End and Eastside segment corridors.

Task 5.1: Conceptual Regional BRT Service Plan

The Consultant will prepare conceptual service plans for up to three operating scenarios for the region. The scenarios will be developed in coordination with the ATL PM and staff from other transit operators including but not limited to MARTA, Cobb County Transit, Gwinnett County Transit, as well as Xpress. Scenarios will not be limited based on political/operational jurisdiction but will evaluate best options for service based on projected demand and service level requirements.

Scenarios will evaluate frequency of service by station location, origin areas that are projected to have level of highest demand for service along I-285 Express Lanes, and how to provide feeder service to the identified BRT station locations. Consultant will also include fleet requirements for the proposed service.

The Consultant will prepare ridership forecasts and associated analysis and interpretation of results for the three proposed scenarios.

Task 5.2: Conceptual BRT Capital and Operations & Maintenance Cost Estimates

The Consultant will develop a capital cost estimate for the three (3) station alternatives developed suitable for cost comparison between each alternative. The cost estimates will be planning level and will include reasonable allowances for those items of work that cannot be definitively quantified.

A conceptual O&M budget shall be provided for the proposed Conceptual Regional I-285 Service Plan scenarios from Task 5.1, along with the non-station related capital cost estimates for each scenario. Accompanying the cost estimates will be a basis of methodology that will document the assumptions, items included, exclusions, etc. upon which the cost estimates were prepared.

The Consultant team will coordinate with GDOT, MARTA, and Cobb County Transit/DOT on the potential cost to preserve station locations within the corridor.

Task 5 Deliverables:

- Conceptual Regional BRT Service Plan Technical Memorandum

Task 6: Branding and Communications

The Consultant will prepare and maintain project messaging and graphics to facilitate discussions among the project sponsors and partners including MARTA, ARC, GDOT, and elected officials including appropriate county and state officials and legislators.

Project messaging and graphics will include information related to the three (3) stations identified directly in this Scope of Services, as well as the remaining I-285 Top End and I-285 Eastside stations that are being completed by MARTA.

Project messaging and graphics will be used to support the momentum of the project and engagement of key stakeholders by the PMT to execute the next steps outlined in the Regional Implementation Plan outlined in Task 7.

Deliverables:

- Project fact sheet (PDF, Word, and PPT file format)
- Station fact sheets (PDF, Word, and PPT file format)
- Key message points regarding project status, facts, and next steps (PDF, Word, and PPT file format)
- Project graphics that outline system plans, objectives, and benefits (PDF, Word, and PPT file format)

Task 7: Prepare Regional Implementation Plan

The purpose of this task is to identify a detailed **regional** approach for a specific project or specific set of projects. After identifying viable options based on the three (3) stations outlined in this scope, as well as the station locations and preferred alternatives identified by MARTA as part of its I-285 Top End and I-285 Eastside study, the Consultant will prepare an implementation plan that will identify clear steps to advance the BRT project segments into project development and the environmental process.

Task 7.1: Prepare Implementation Plan

After identifying preferred station locations, the Consultant will develop an implementation plan that enumerates steps that must be taken to plan for and provide the BRT service and stations within the Express Lanes on I-285. The implementation plan will include cost estimates, preliminary BRT operations plan, and a high-level overview of requirements needed to provide BRT service.

As part of preparing the implementation plan, the Consultant will perform a preliminary assessment of potential regional funding strategies necessary to implement the prioritized BRT alternative. This financial analysis will address the following:

- Identification of existing and proposed revenue sources
- Determination of any gaps between projected revenues and capital cost of the BRT alternatives
- Inflation adjustment to capital cost estimates aligned with FTA CIG SCC assumptions
- Identification and assessment of capital funding sources including the following:
 - Capital Investment Grants – Small Starts Program
 - Surface Transportation Program (STP)
 - Congestion Mitigation and Air Quality Program (CMAQ)
 - Transportation Infrastructure Finance and Innovation Act
 - P3
 - Value Capture
 - State Bond Funding
 - Local Funding Options

After determining the steps towards implementation, the Consultant will recommend parties to be responsible for each part of the regional implementation plan. This will allow identified partners and agencies to be prepared to move the project into the next stage.

Task 7.2: Prepare Final Report

The consultant will draft a I-285 BRT Corridor Feasibility Study Final Report that includes the technical memorandums prepared for the previous tasks, and the Implementation Plan. An executive summary that outlines key findings and recommendations in a graphical and easy-to-understand format will also be prepared and included at the beginning of the final report.

Task 7 Deliverables:

- a) I-285 BRT Corridor Feasibility Study Final Report

Schedule:

Consultant must submit and maintain a schedule of activities with all deliverables (identified in the attached Appendix A) for FY21 completed and submitted by June 30, 2021. The entire project is estimated to be completed by June 2021.