

*Memorandum of Agreement
for
The Development of the South Fulton Comprehensive Transportation Plan
Among
the Cities of Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto,
South Fulton, and Union City*

WITNESSETH:

WHEREAS, the Atlanta Regional Commission (ARC) is the Metropolitan Area Planning and Development Commission for the ten (10) county Atlanta Region as defined by O.C.G.A 50-8-82; and

WHEREAS, in accordance with O.C.G.A. 50-8-93 (e), ARC has the power and authority to undertake such other planning functions within its area as may be assigned or delegated to the commission by other agencies or boards, public or private, and for which the commission accepts responsibility; and

WHEREAS, each of the cities of south Fulton County (Chattahoochee Hills, College Park, East Point, Fairburn, Hapeville, Palmetto, South Fulton and Union City, hereinafter referred to as “the Cities”) has agreed that the Atlanta Regional Commission (ARC) will manage the planning and development of a Comprehensive Transportation Plan for South Fulton County and ARC agrees to accept responsibility for management of the project.

NOW, THEREFORE, for and in consideration of the premises, the parties hereby agree as follows:

SECTION 1: PURPOSE

This Memorandum of Agreement (MOA) is intended to provide a framework for continuing cooperative and comprehensive planning and development of the South Fulton Comprehensive Transportation Plan (SFCTP). The development of the SFCTP will be managed by ARC as agreed by the Cities.

The SFCTP will be a program of goals, objectives, and strategies aimed at evaluating, coordinating and making necessary recommendations for the regional transportation system. This process is intended to ensure that the South Fulton area is coordinated in an effort to produce a Plan that will meet the future projected demands related to land use and the regional transportation system. This project will also involve the development of performance measures, the collection and analysis of data as well as stakeholder input in various forms. The end result of this process will be a comprehensive program of policies and/or projects that will include estimated costs and timeframes for project implementation and any recommendations for needed coordination beyond local jurisdictional boundaries.

SECTION 2: ORGANIZATIONAL ROLES AND RESPONSIBILITIES

A. Atlanta Regional Commission (ARC)

ARC shall be responsible for the following:

1. Provide overall coordination and management of the project.
2. Manage and conduct all planning activities associated with the project.
3. Be the recipient of any federal and local funding for all planning activities associated with the project. (Estimates are \$500,000 federal and \$125,000 local for a total of \$625,000)
4. Award and manage any sub-contracts necessary to perform required planning associated with the project.
5. Manage the project in accordance with all applicable State and Federal laws and regulations.
6. Provide periodic financial status updates at Project Management Team (PMT) meetings to the Cities showing the obligation and expenditure of funds.
7. Invoice and collect the local match from individual cities.
8. Share information it receives from the consulting team with individual cities.
9. Encourage input from individual cities and facilitating development of the Scope of Work with the PMT.

ARC will designate an ARC Project Manager for the SFCTP. For the sake of continuity, it is highly desirable to maintain the same Project Manager throughout the project.

B. Cities

The Cities shall be responsible for the following:

1. Assist ARC in the development of a scope of work for the project.
2. Provide funding for the project in accordance with each city's commitment, shown under the "local match" column in the table on Attachment A: Local Match Financial Commitments.
3. The Cities will have their funds, authorized by the local government, available to pay their share of the local match to the Atlanta Regional Commission by July 31, 2018. All local matches must be received in advance of ARC negotiating a consultant contract and incurring costs. There will be no refund of the local match after funds are transmitted to ARC. Any funds paid in advance, for which ARC does not actually incur the estimated costs, will be refunded to the Cities, once the project is complete, proportional to each city's share shown in Attachment A.
4. Appoint representatives to serve on Project Management Team (PMT) and Stakeholders Committee (SC).
5. Mayors of South Fulton Cities serve on the Project Policy Committee.
6. Provide other assistance as mutually agreed upon.
7. Submit to ARC a copy of the City Council resolution and/or meeting minutes approving the Comprehensive Transportation Plan.

8. Acknowledge that the SFCTP has a regional focus; the Cities pledge to work together toward mutually beneficial arrangements balancing mobility, land use, and quality of life issues.
9. Review project documents and approve the project final document according to the procedures laid out in Section 3.

SECTION 3: POLICY DEVELOPMENT AND COORDINATION

The project shall be conducted using three key groups to facilitate feedback, decisions and communication: a Stakeholders Committee, a Policy Committee and a Project Management Team.

- The Stakeholders Committee is the main group that will review large quantities of study information, findings and recommendations presented by ARC and the Consultant.
- The Policy Committee will provide policy direction.
- The Project Management Team will deal with contractual and project management issues.

A Project Management Plan will be developed to outline specific meetings and a project schedule.

3.1 Stakeholders Committee (SC)

The involvement of a diverse set of stakeholders is essential to the successful development of this project. The composition of the Stakeholders Committee (SC) should reflect each City government and South Fulton County as a whole, representing the public's interests in formulating the SFCTP. The PMT will approve the recommended committee structure, as proposed in the public participation plan, as defined in the scope of services. The SC will consist of no more than 40 people. The SC, at a minimum, shall include City Council members, citizen's representatives, staff and board of CIDs, transit operators, land use planners, chambers of commerce, GDOT, environmental advocates, etc.

Three-quarters of the membership of the SC will be proportional to the population for each city, with one-quarter reserved for other representation as indicated above.

ARC and their Consultant will meet with the SC periodically throughout the project according to the Project Management Plan and present all of the significant findings and recommendations of the SFCTP to the SC for their review and feedback. The SC will help to shape the plan by providing input to the needs assessment and project recommendations, including policy decisions where a consensus can be reached. The PMT will insure the Consultant meet with and provide presentations to each City Council as specified in the Statement of Work.

If the SC reaches an impasse, they will refer the issue to the Policy Committee for resolution. The intent is to reach consensus on the plan, and the SC, as a microcosm of the public, is the primary body for discussing and debating the elements of the plan and for reaching a consensus that is representative of the public.

3.2 Policy Committee (PC)

The Policy Committee (PC) shall consist of the eight Mayors. The PC will select the representatives to the Stakeholders Committee. The PC may meet quarterly and shall provide policy direction to the PMT, interpret any areas requiring policy clarification, and provide approval of the draft plan, in accordance with the requirements of this section. The decision-making process shall be decided by the Policy Committee.

3.3 Project Management Team (PMT)

The PMT shall consist of one city staff member, appointed by the Mayor from each of the eight cities. The 8-member PMT shall:

- Provide project management input and guidance for the consultant and the ARC Project Manager.
- Refer difficult policy matters to the Policy Committee (PC), as provided by the Stakeholders, along with any PMT positions or recommendations
- Develop and recommend the scope of services, by consensus vote.
- Recommend the preferred consultant for selection by ARC, to perform the scope of services

Decisions of the PMT shall be made by majority vote (5 out of 8 members).

3.4 Approval of Draft Plan

The draft document as designated by the PMT shall be sent to the PC and requires six out of eight votes for approval by the PC.

3.5 Approval of Final Plan

The PC shall submit the approved draft plans to the eight City Councils. A minimum of five approvals from the eight cities must approve and accept the draft report (that has been approved by the PC) to constitute final approval of the plan. Cities which do not approve the plan will not be permitted to reference the CTP as a source document for projects submitted in any future solicitations for federal funds managed by ARC.

SECTION 4: COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS

ARC and the Cities shall comply with all applicable Local, State, and Federal laws and regulations. Nothing in this MOA alters, or seeks to alter, the existing statutory authority of either party under State or Federal law. If any of the provisions of this MOA are held to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

SECTION 5: TIME OF PERFORMANCE, AMENDMENTS AND MODIFICATIONS

This agreement shall become effective upon execution by the Cities and remain in effect until the completion of the project or termination by the parties as provided below.

Any City may terminate this Agreement upon sixty (60) days' written notice to the others, provided that the City requesting termination has provided notice and sufficient opportunity for remedy.

Any City may request changes to this MOA at any time by written notice to the other Cities signatory of this agreement. Such changes as are mutually agreed upon by and between the Cities shall be incorporated in written amendments to this MOA executed in the same manner as original MOA approval. This Agreement may only be modified by an instrument in writing executed by the Cities. Notwithstanding the foregoing, the Cities acknowledge that this Agreement may be revised or refined from time to time during its term. The Cities agree to cooperate with each other by executing such documents as may be necessary to evidence such mutually agreeable modifications and refinements.

SECTION 6: NOTIFICATION

Any official notifications between the parties to this MOA that would substantially affect the terms or conditions of this MOA shall be directed to the office of the signatories to this agreement.

In witness whereof, the parties hereto have executed this Memorandum of Agreement, this _____ day of _____, 2018

City of Chattahoochee Hills

Attest:

Mayor

City of College Park

Attest:

Mayor

City of East Point

Attest:

Mayor

City of Fairburn

Attest:

Mayor

City of Hapeville

Attest:

Mayor

City of Palmetto

Attest:

Mayor

City of South Fulton

Attest:

Mayor

City of Union City

Attest:

Mayor

Attachment A: Local Match Financial Commitments
South Fulton Comprehensive Transportation Plan

Federal \$500,000
Local \$125,000
Total \$625,000

Jurisdiction	2016 Population	% of Population	Local Share
Chattahoochee Hills	2,804	1.44%	\$ 1,797.46
College Park	13,676	7.01%	\$ 8,766.80
East Point	35,471	18.19%	\$ 22,738.17
Fairburn	14,182	7.27%	\$ 9,091.17
Hapeville	6,627	3.40%	\$ 4,248.14
Palmetto	4,395	2.25%	\$ 2,817.35
South Fulton	96,923	49.70%	\$ 62,131.08
Union City	20,919	10.73%	\$ 13,409.82
Total	194,997	100%	\$ 125,000.00

*Source- The Atlanta Regional Commission