

#15

12-R-0217

(Do Not Write Above This Line)

RESOLUTION BY COUNCILMEMBER C.T. MARTIN

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A TRANSIT SERVICES COOPERATIVE AGREEMENT AMONG ATLANTA BELTLINE, INC. ("ABI"), THE CITY OF ATLANTA, THE ATLANTA DEVELOPMENT AUTHORITY ("ADA") AND THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA") REGARDING THE DEVELOPMENT, IMPLEMENTATION, OPERATION AND MAINTENANCE OF CERTAIN TRANSIT PROJECTS IDENTIFIED IN THE CONNECT ATLANTA PLAN INCLUSIVE OF THE ATLANTA BELTLINE PROJECT AND STREETCARS RUNNING ON ROADWAYS WITHIN THE CITY, EXCLUDING THE BUS RAPID TRANSIT PROJECTS; AND FOR OTHER PURPOSES

MAR 19 2012

COUNCIL

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred: 2/16/12
 Referred To: Transportation
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First Reading

Committee _____
 Date _____
 Chair _____
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Committee: Transportation
 Date: 2/15/12
 Chair: [Signature]

Fav. Adv. Hold (see rev. side)
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Committee: Transportation
 Date: 3-14-12
 Chair: [Signature]

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Members: [Signatures]
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Members
 Refer To

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Consent V Vote RC Vote

CERTIFIED
 MAR 19 2012
 ATLANTA CITY COUNCIL PRESIDENT
 [Signature]

CERTIFIED
 MAR 19 2012
 MUNICIPAL CLERK
 [Signature]

MAYOR'S ACTION

APPROVED

MAR 28 2012

WITHOUT SIGNATURE BY OPERATION OF LAW



**A RESOLUTION
BY COUNCILMEMBER C.T. MARTIN**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A TRANSIT SERVICES COOPERATIVE AGREEMENT AMONG ATLANTA BELTLINE, INC. ("ABI"), THE CITY OF ATLANTA, THE ATLANTA DEVELOPMENT AUTHORITY ("ADA") AND THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA") REGARDING THE DEVELOPMENT, IMPLEMENTATION, OPERATION AND MAINTENANCE OF CERTAIN TRANSIT PROJECTS IDENTIFIED IN THE CONNECT ATLANTA PLAN INCLUSIVE OF THE ATLANTA BELTLINE PROJECT TRANSIT COMPONENT AND STREETCARS RUNNING ON ROADWAYS WITHIN THE CITY, EXCLUDING THE BUS RAPID TRANSIT PROJECTS; AND FOR OTHER PURPOSES

WHEREAS, in order to encourage the development of a substantially underutilized and economically and socially depressed area in the City of Atlanta (the "City"), the City Council of the City (the "City Council"), by Ordinance 05-O-1733, adopted on November 7, 2005 and signed by the Mayor on November 9, 2005, among other things, (i) adopted the BeltLine Redevelopment Plan (the "Redevelopment Plan"), (ii) created Tax Allocation District Number Six – BeltLine, and (iii) designated The Atlanta Development Authority as redevelopment agent for the purpose of implementing the redevelopment initiatives set forth in the Redevelopment Plan and for other purposes; and

WHEREAS, ADA created ABI to implement and coordinate certain administrative, planning, program management, project management and redevelopment activities of the Redevelopment Plan and subsequent work plans; and

WHEREAS, MARTA is a multi-county agency that is governed by a board of directors which operates the principal rapid-transit system in the Atlanta metropolitan area, together with a network of bus routes; and

WHEREAS, the City, ABI, ADA and MARTA negotiated the terms of a contractual relationship among the parties regarding the role of MARTA in the development, implementation, operation and maintenance of certain transit projects identified in the Connect Atlanta Plan inclusive of the Atlanta Beltline Project transit component and streetcars running on roadways within the city, excluding the Bus Rapid Transit projects (the "Atlanta BeltLine Transit Relationship"); and

WHEREAS, the City hereby desires to authorize the execution and delivery of a Transit Services Cooperative Agreement among ABI, the City, ADA and MARTA for the Atlanta BeltLine Transit Relationship, (the "MARTA Agreement"), the form of which is attached hereto as Exhibit A; and

WHEREAS, the City desires to use the experience, knowledge and expertise of MARTA in operating, maintaining and developing a multifaceted transit systems.



THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor is authorized to enter into the MARTA Agreement with ABI, ADA and MARTA for the development, implementation, operation and maintenance of certain transit projects.

BE IT FURTHER RESOLVED, that the City Attorney or her designee is directed to negotiate, prepare and/or review the MARTA Agreement for execution by the Mayor.

BE IT FINALLY RESOLVED, that the MARTA Agreement will not become binding on the City, and the City will incur no liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk and delivered to ABI, ADA and MARTA.

A true copy,

Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
APPROVED as per City Charter Section 2-403

MAR. 19, 2012
MAR. 28, 2012



EXHIBIT A

TRANSIT SERVICES COOPERATIVE AGREEMENT



TRANSIT SERVICES COOPERATIVE AGREEMENT

This Transit Services Cooperative Agreement (“Agreement”) is entered into this ___ day of August, 2011 by and between the City of Atlanta (“City”), The Atlanta Development Authority (“ADA”), Atlanta Beltline, Inc. (“ABI”) and the Metropolitan Atlanta Rapid Transit Authority (“MARTA”) (collectively “the Parties”) to set forth the terms and conditions by which the Parties will support the development, implementation, operation and maintenance of certain transit projects identified in the Connect Atlanta Plan inclusive of the Atlanta Beltline Project transit component and streetcars running on roadways within the city, excluding the Bus Rapid Transit projects.

WHEREAS, the City by Ordinance adopted in December 2009, the Connect Atlanta Plan, which included a proposed network of transit projects inclusive of the Atlanta BeltLine Project and a number of other new fixed guideway transit lines using City and/or State of Georgia roadways within the City of Atlanta, excluding the Bus Rapid Transit Projects (hereinafter referred to as the “Connect Atlanta Transit Projects”), and which established the Atlanta BeltLine transit component and certain other transit projects as a priority for implementation; and

WHEREAS, the Atlanta Regional Commission adopted the Concept 3 Regional Transit Plan to guide the development of an integrated and efficient regional transit network that depends upon close cooperation in the planning, design, construction, operations and maintenance of new fixed guideway transit projects to provide seamless access to activity centers; and

WHEREAS, the Atlanta BeltLine Project involves the planning, design and construction of an integrated system of parks, trails, transit, and new development along a 22-mile loop of historic rail segments and streets; and

WHEREAS, the City by Ordinance 05-O-1733, adopted on November 7, 2005, and approved by the Mayor on November 9, 2005, created the City of Atlanta Tax Allocation District Number Six - BeltLine (the “BeltLine TAD”), defined the BeltLine Redevelopment Plan, established the intent to issue bonds secured by tax increment derived from the BeltLine TAD for the redevelopment therein consistent with the Redevelopment Plan and designated ADA as the redevelopment agent for the City in connection with BeltLine TAD; and

WHEREAS, ADA was duly created and exists under and by virtue of the Development Authorities Law of Georgia (O.C.G.A. §36-62-1 et seq., as amended) and is a public body corporate and politic and an instrumentality of the City; and

WHEREAS, ABI was formed by ADA to perform certain of ADA’s redevelopment responsibilities defined in the BeltLine Redevelopment Plan, as the implementation agent for the Atlanta Beltline Project; and



WHEREAS, the City is making a significant investment in the development of an integrated transit network to provide enhanced mobility to transit users as well as connectivity to regional transit;

WHEREAS, ABI has undertaken the Transit Implementation Strategy to provide a guide for the integrated funding, design, construction, operations and maintenance of the Connect Atlanta Transit Projects;

WHEREAS, ABI has experience in the implementation of complex urban infrastructure projects from completion of three new parks and over five miles of trails; and

WHEREAS, MARTA is a public body corporate created by the Georgia General Assembly as a joint public instrumentality of the City of Atlanta and the counties of Fulton, DeKalb, Clayton and Gwinnett in the manner specified in that certain Act known as the Metropolitan Atlanta Rapid Transit Authority Act of 1965, 1965 Ga. Laws 2243, as amended, for the purpose of operating a public transit system throughout the City of Atlanta, Fulton County and DeKalb County; and

WHEREAS, MARTA owns and operates an integrated transit system encompassing both rapid rail transit and major bus system and provides extensive transportation services within the City; and

WHEREAS, MARTA has both proven technical capacity and decades of successful experience in the development, implementation, operation and maintenance of a complex multi-modal transit system; and

WHEREAS the success of the Connect Atlanta Transit Projects is dependent upon the parties working together in close cooperation for the provision of a seamless system to transit users throughout not only the City, but all existing transit services in the metropolitan area and the operations of a seamless and efficient transportation system within the City requires the coordinated use of financial resources, personnel and expertise; and

WHEREAS, the Parties believe it is in the best interest of the public to have MARTA either directly operate and maintain or manage the operation and maintenance of some or all of the Connect Atlanta Transit Projects conducted by a third party, once ABI and/or ADA has designed and constructed the facilities and procured the operating equipment.

WHEREAS, the Parties recognize that MARTA has the authority, to undertake operations and maintenance of the transit component of the Atlanta BeltLine and a city streetcar circular pursuant to Amendments 12 and 13 to the September 1, 1971 Rapid Transit Contract and Assistance Agreement (RTCAA) entered into between the City and MARTA and other parties, when requested to do so by the City; and



WHEREAS, the Parties acknowledge that agreed upon cost allocations among the parties will be necessary as projects are undertaken which may utilize existing assets of MARTA to achieve the most cost effective system;

NOW THEREFORE, the parties hereto hereby agree as follows:

1.0 Purpose, Principles and Description

1.1 Purpose and Principles

The purpose of this Agreement is to define the nature of the services and duties which the City needs to design and construct improvements, (including without limitation environmental review and mitigation, hazardous waste removal or mitigation, coordination of all required approvals and permits, acquisition of right-of-way, purchase of transit vehicles, community involvement and construction management) associated with the Connect Atlanta Transit Projects and to define the roles and responsibilities of the Parties in support of the Connect Atlanta Transit Projects.

This Agreement further establishes working principles to be used by and between the Parties concerning operations and maintenance responsibilities once the construction of all or part of the Connect Atlanta Transit Projects is completed.

The parties acknowledge that future agreements are necessary to set out and further refine the guiding principles contained herein and that greater details are necessary to achieve the parties' goals and objectives.

This Agreement acknowledges that there may be additional or different parties to certain of the more specific maintenance and operating agreements that will apply to various projects or segments of the larger Connect Atlanta Plan transit network throughout the City but agree that the principles, roles and responsibilities contained in this agreement will govern the individual future agreements as construction of all or portions of the Connect Atlanta Transit Projects are completed.

This Agreement acknowledges that the parties are all committed to transportation services that provide, to the maximum extent possible, connectivity to existing assets.

The parties acknowledge that the responsibility for liabilities and risks will vary and be dependent in some measure upon funding sources and other potential third party relationships for specific projects and therefore will be addressed through specific project agreements.



1.2 Definitions

Words, terms, and abbreviations used in this Agreement not defined in the body of this Agreement are defined in Exhibit A attached hereto.

1.3 Description

The scope of this agreement consists of the proposed fixed guideway transit projects contained in the Connect Atlanta Plan and the City of Atlanta's Georgia Transportation Investment Act submissions for the Atlanta BeltLine Streetcar, associated operations and maintenance facilities and connections to MARTA heavy rail stations as shown on and listed in Exhibit B, the specifics of which are incorporated herein by reference.

2.0 General Roles and Responsibilities

The City agrees to engage ABI, ADA and MARTA to provide necessary administrative and technical support in its planning, design, construction, operations and management of the Connect Atlanta Transit Projects.

2.1 City Obligations:

- 2.1.1** Administer state and local transportation and land use laws and development regulations that will apply to the construction and operation of the Connect Atlanta Transit Projects.
- 2.1.2** Approve prioritization and selection of the routes and transit technology for the Connect Atlanta Transit Projects in consultation with funding partners and in conjunction with the Metropolitan Planning Organization and regional planning partners as necessary.
- 2.1.3** Subject to specific funding agreements to be developed at a later date associated with each implementation segment of the Connect Atlanta Transit Projects, provide funding from City funding streams as available for the planning, design, construction, operations and maintenance of the Connect Atlanta Transit Projects.
- 2.1.4** The City will issue all construction permits, licenses and other privileges necessary for the construction of the Connect Atlanta Transit Projects without cost.
- 2.1.5** The City will be responsible for the security of the Connect Atlanta Transit Projects system.

2.2 MARTA Obligations:

2.2.1 Implementation Phase

- A. To the extent it does not prevent MARTA from advocating for its other transit priorities as identified by MARTA's Board of Directors advocate in partnership with the City, ABI and ADA to obtain federal, state, local and regional grant and formula funds for



planning, design and construction of the Atlanta Connect Atlanta Transit Projects.

- B. When requested by the City, ADA or ABI, MARTA will serve as the project sponsor and/or federal grant recipient for any and all portions of the Connect Atlanta Transit Projects for work associated with planning and environmental review of said projects through the point in time where a Record of Decision is issued on a Tier 2 environmental document by the appropriate federal agency. In the event that a federal grant is received by MARTA for the specific purpose of completing the planning and environmental activities for Connect Atlanta Transit Projects, MARTA will make the City, ADA or ABI a sub-grantee for these funds subject to the execution of agreements whereby the City, ADA or ABI will indemnify MARTA for liabilities resulting from such planning and environmental activities. MARTA will allow ABI to manage planning and environmental review for Connect Atlanta Transit Projects including all contracted services and goods provided MARTA has appropriate oversight and meaningful input throughout this process, consistent with FTA or other applicable federal agency requirements.
- C. In the event that federal funding is sought for preliminary engineering, design, or construction of any or all portions of the Connect Atlanta Transit Projects, the City will confer with MARTA, ADA, and ABI to determine who will be the grantee for federal funds for these activities. In the event that MARTA agrees to be the grantee, MARTA will allow ABI and ADA to manage contracts related to preliminary engineering, design, or construction for Connect Atlanta Transit Projects subject to appropriate indemnification agreements. MARTA will provide oversight and have meaningful input throughout this process, consistent with FTA requirements.
- D. Provide review of design to ensure that the Connect Atlanta Transit Projects support the goal of providing convenient transfers to MARTA bus and rail, regional express bus services and other commuter transit including proposed connections to existing or infill MARTA rail stations.

2.2.2 Operations and Maintenance Phase

- A. Cooperate with the City, ABI and ADA to obtain federal, state, local and regional grant funds for operations, maintenance and capital equipment replacement of the Connect Atlanta Transit Projects, to the extent that such funding does not prevent MARTA from advocating for the transit priorities as identified by its Board of Directors.



- B. Assist ABI with certain startup activities to be identified in future agreements to the extent that it has available resources for such assistance.
- C. Directly operate and maintain the Connect Atlanta Transit Projects as the managing partner of transit operations and maintenance for Connect Atlanta Transit Projects in accordance with the Service Plan provided by the City, ABI or ADA, except where, with the direction of the City, ABI and ADA, contract with a private entity to provide these services. If a third party is engaged to provide these services, MARTA will act as the operations and maintenance manager overseeing the private entity.
- D. Comply with, or require a third party contractor to comply with, regulatory requirements affecting the operations and maintenance of the Connect Atlanta Transit Projects including reporting to regulatory agencies (local, state, and federal) the specific reporting requirements to be identified by future agreement.
- E. Work with the City, ABI and ADA and provide technical guidance to develop the Service Plans, Operations Plans, and System Safety Program Plans for the Connect Atlanta Transit Projects with the funding for such assistance to be provided pursuant to the terms of Section 3.0.
- F. Provide ABI and ADA with its projected costs associated the operations and maintenance services requested by the City, ABI, and ADA.
- G. Work with ABI and ADA on developing a methodology for calculating operations and maintenance costs.

2.3 ABI and ADA Obligations:

2.3.1 Implementation Phase

- A. Take all steps necessary to design and construct the improvements for the Connect Atlanta Transit Projects as identified in Exhibit B, including without limitation environmental review and mitigation, hazardous waste removal or mitigation, coordination of all required approvals and permits, acquisition of right-of-way, purchase of transit vehicles, community involvement and construction management.
- B. Employ or contract with all persons or entities necessary to complete the implementation of the Connect Atlanta Transit Projects and be responsible for design, environmental compliance, community outreach, permitting, management, control, construction, acquisition of real property interests, and procurement of transit vehicles necessary to operate the Connect Atlanta Transit Projects.



- C. Coordinate all planning and environmental review with MARTA and seek input from MARTA with the opportunity for design review and coordination through construction.
 - i. Act as the nominal lead agency for compliance with the Georgia Environmental Policy Act (GEPA), conducting the GEPA process and preparing and distributing all environmental documents.
 - ii. Manage including as necessary procuring, administering and supervising contractors to address any requirements under the National Environmental Policy Act (NEPA) and federal New Starts program, should they apply.
 - iii. Confer with MARTA for design review and coordination during construction to ensure that the Connect Atlanta Transit Projects do not interfere with MARTA's construction of other transit projects; supports the goal of providing easy transfers between the Connect Atlanta Transit Projects, MARTA, and regional Xpress bus services; and to identify design issues impacting operations.
- D. Request costs from MARTA relating to the transit operating services it will provide.

2.3.2 Operations and Maintenance Phase

- A. Develop a comprehensive annual work plan and budget for the Connect Atlanta Transit Projects.
- B. Cooperate with MARTA in the development of Service Plans for the Connect Atlanta Transit Projects and periodic updates.
- C. Review MARTA's Connect Atlanta Transit Projects Operations Plan for approval.
- D. Construct or procure all facilities, systems, equipment and vehicles, except as otherwise provided in the Agreement, in a condition that would allow MARTA to perform its obligations in a safe and efficient manner.
- E. Arrange for the required utility connections and service to Connect Atlanta Transit Projects facilities.
- F. Undertake capital improvements and replacements of Connect Atlanta Transit Projects facilities and equipment as necessary, including vehicles.
- G. Contract for any service not specifically assigned to MARTA under this Agreement, including capital repairs and replacement beyond normal maintenance of facilities and equipment.
- H. Be responsible for all operations audits of the Connect Atlanta Transit Projects.
- I. Work with MARTA on developing a methodology for calculating operations and maintenance costs.



2.3.3 Annual Work Plan

- A. ADA and ABI will deliver to MARTA an annual work plan for the Connect Atlanta Transit Projects including the proposed service plan for the coming fiscal year on or before January 15th of each year. Based upon this plan MARTA will provide ABI and ADA with a detailed cost proposal for the services requested. These costs will be estimated annually for coming years with costs for the following years to be provided four months prior to the start of the each year. Prior to the first year of service, the parties will agree on a methodology for calculating operations, maintenance, and other costs. ABI and ADA will use this information to develop a comprehensive annual work plan and budget for the Connect Atlanta Transit Projects.
- B. ABI, ADA and MARTA will meet to discuss the plan prior to MARTA's development of a detailed cost for implementation of such plan. The annual work plan may be amended during the year upon agreement of the parties in writing.

2.4 Ownership and Use of the Connect Atlanta Transit Projects

Ownership of the Connect Atlanta Transit Projects facilities and vehicles will remain with City, ABI or ADA (the "Owner"). MARTA will not use, or permit use by third parties of, the Connect Atlanta Transit Projects facilities for any purpose other than operation and maintenance of the Connect Atlanta Transit Projects except with approval or upon receiving direction from the Owner. The Owner retains the right to enter into sponsorship agreements associated with Connect Atlanta Transit Projects facilities and vehicles. MARTA or a third party operator, should one be engaged pursuant to Section 2.2.2D, will provide access to the Connect Atlanta Transit Projects facilities and vehicles for application of signage and graphics associated with such sponsorship.

3.0 Financial Obligations

The Parties to this Agreement acknowledge that it is difficult at this time to identify the financial obligations for the services identified herein. The parties acknowledge that the following general principles will govern the compensation obligations relating to the planning, design, construction, operations and maintenance of the Connect Atlanta Transit Projects:

The parties will work together to develop a start up budget for Connect Atlanta Transit Projects and incorporate funding for such start up activities and the service providers under this Agreement's services into any grant or funding proposal designed to cover the costs associated with the planning, design, construction, operation or maintenance of the Connect Atlanta Transit Projects.



The Parties acknowledge that financial obligations will be determined through specific agreements related to each segment of the Connect Atlanta Transit Projects, but that the roles within these agreements will be as stipulated herein.

The Parties acknowledge that MARTA, ABI and ADA have already undertaken the costs to complete the Tier 1 EIS and other preliminary planning and design activities. The terms of this Agreement shall not modify or amend the existing financial arrangements for the Tier 1 EIS.

4.0 Service Planning and Scheduling

4.1 Connect Atlanta Transit Projects Service Plan

For purposes of this Agreement, ABI and ADA will serve as the City's agent for operating activities covered by sections 5.0 through 14.2. ABI and ADA will provide the City with periodic updates as appropriate.

ABI and ADA will develop a Service Plan for the Connect Atlanta Transit Projects, which MARTA will use to develop a cost proposal pursuant to Section 2.3.3 and use to develop the Operations Plan pursuant to Section 5.1.

4.2 Scheduling and Staff Assignments

Based upon the annual service plan, MARTA will prepare schedules and assignments of personnel and equipment to meet the requirements of the plan.

4.3 Special Events

ABI and ADA will inform MARTA of any special events that may affect transit service. MARTA will make every effort to provide personnel and equipment for special events not listed in the annual service plan per ABI and ADA's request. Special events known when the annual service plan is prepared will appear in that plan. Special events may include non-revenue service operations associated with vehicle sponsorships. Costs will be handled as separate agreements as identified in Section 3.0.

5.0 Operations

5.1 Operations Plan

MARTA will develop plans for regular service operations, special services, and emergency operations. MARTA will develop operating procedures for the guidance of its staff. Together, these plans will constitute the Connect Atlanta Transit Projects Operations Plan. Any significant revisions to the Operations Plan will require ABI and ADA's review and approval.

5.2 Unusual Occurrence Report

MARTA will provide an Unusual Occurrence Report covering Connect Atlanta Transit Projects operations on a weekly basis to ABI and ADA. This report will include unusual delays to trains or, any accidents resulting in serious injury or



serious damage to streetcar equipment. MARTA will give an immediate report of any accident or incident being given to the media regarding operations or safety, or which can reasonably be expected to be reported in the public media. This notice to ABI and ADA should be given as soon as practicable after MARTA has dispatched its response personnel to deal with the incident. Any information such as a press release or other reports shall be provided to ABI and ADA in advance of distribution to the media.

5.3 Bus Bridge

The parties will develop future agreements, including associated costs, detailing those situations where MARTA will utilize other assets of its system not associated with the Connect Atlanta Transit Projects to provide service that may be necessitated by service disruptions to the Connect Atlanta Transit Projects.

6.0 Maintenance

6.1 Overall Services

MARTA shall undertake, or require a third party to undertake, maintenance responsibilities as described in this Section 6.0 in accordance with the manufacturer's recommendations, warranty requirements, industry practices, and information provided by designers or installers of the equipment or systems. MARTA will implement maintenance procedures for these items.

6.2 Tools and Equipment

The parties will develop future agreements detailing the arrangements and costing, to utilize existing MARTA assets for performing duties associated with the maintenance of the Connect Atlanta Transit Projects.

6.3 Documentation

ABI will provide MARTA and ADA with copies of all as-built drawings and maintenance manuals for Connect Atlanta Transit Projects facilities and equipment.

6.4 Configuration Management

ABI will be responsible for configuration management of the Connect Atlanta Transit Projects. ABI will be responsible for the configuration management component of any audit conducted by a regulatory agency having oversight responsibility for the Connect Atlanta Transit Projects. MARTA and ADA will assist ABI in preparation for the audit. ABI will provide MARTA and ADA with copies of all Configuration Management documents.

6.5 Facilities and Equipment Maintenance

MARTA shall be responsible for the maintenance of Connect Atlanta Transit Projects facilities and equipment, including but not limited to, track way pursuant to standards and guidelines established by MARTA and approved by ABI and ADA.



6.6 Vehicle Maintenance

MARTA will be responsible for maintaining, or requiring a third party to maintain, the Connect Atlanta Transit Projects vehicles pursuant to industry standards and approved by ABI and ADA.

A. Heavy Repair and Major Overhaul. ABI and ADA will develop a schedule for heavy repair and major overhauls of streetcars and present the scope, cost, and schedule for such work consistent with industry standards. These are not considered ongoing maintenance and the financial obligations of the parties for these activities will be determined pursuant to Section 3.0

B. Component Repair. MARTA will conduct, or require a third party to conduct, all component repairs. Service repair records will be made available upon request.

C. Maintenance of Vehicle History. The manufacturer will deliver Vehicle History Books to MARTA. Copies of the Vehicle History Books will be made available upon request by either party.

6.7 Systems and Electrical Maintenance

MARTA will be responsible, or require a third party to be responsible, for all maintenance of Connect Atlanta Transit Projects electrical facilities and systems pursuant to industry standards. This will include both hardware and software elements of traction power substations, overhead contact system, electrical switchgear, yard and shop power distribution and lighting, fire alarms, and electrical facilities. The City will be responsible for maintenance of traffic signals including communications equipment connected to the traffic signal system controls. Communications equipment on the transit vehicles will be maintained by MARTA.

7.0 Customer Service, Information, and Marketing

7.1 Public Information Officers

All of the Parties acknowledge and agree that ABI and ADA are the Public Information Officers for the Connect Atlanta Transit Projects, and as such have lead responsibility for generating, coordinating and communicating on the progress and status of the Connect Atlanta Transit Projects to all constituencies including neighborhoods, the media, the business community and the governmental partners. MARTA agrees to send any and all communications regarding the Connect Atlanta Transit Projects to ADA and ABI for its approval prior to the release of any communication. ABI and ADA shall be responsible for media communication about construction activities prior to the start date of revenue service operations.



7.2 Public Image

All Parties acknowledge their shared responsibility for promoting and maintaining a positive image of the Connect Atlanta Transit Projects, and their partnership with the public and stakeholders. MARTA agrees to abide by the restrictions of these communication provisions and comply with the same.

7.3 TAD Brands

ADA is responsible for the brand for all of the tax allocation districts (TADs) in the City. Prior to the release of any statement or communication that may adversely affect the TADs, any party to this agreement must consult with ADA and obtain their prior authorization.

7.4 Website

All Parties agree to make public information regarding the Connect Atlanta Transit Projects, available via ABI, ADA and MARTA websites, with ABI's webpage or any successor there of serving as the primary source/host site.

7.5 Customer Service During Operations and Maintenance

MARTA will be responsible for providing customer information for the Connect Atlanta Transit Projects during the operations and maintenance phase. MARTA shall compile and print schedules for public dissemination and posting at stations and, subject to future agreements, and upon request by the parties, operate a call center operation, for the Connect Atlanta Transit Projects. The Parties agree to coordinate and, at times, work jointly in marketing the Connect Atlanta Transit Projects service, including special events.

7.6 Fare Media Sales

MARTA will be responsible for fare media sales.

7.7 Media Relations During Operations and Maintenance

Except as otherwise identified in this Agreement, MARTA shall be responsible for maintaining records and communicating with ABI and ADA about any incidents or accidents involving the Connect Atlanta Transit Projects.

8.0 Safety

8.1 System Safety Program Plan

ABI and ADA will maintain a System Safety Program Plan (SSPP) in accordance with 49 CFR 659.

8.2 Safety Oversight

MARTA will be responsible for supporting any safety audits of the Connect Atlanta Transit Projects' SSPP. ABI, ADA and MARTA will develop corrective action plans to respond to any noted deficiencies.

8.3 System Security Plan



MARTA will provide assistance to ABI and ADA in developing a System Security Plan, All-Hazards Response Plans and associated training and exercise programs for the Connect Atlanta Transit Projects

9.0 Administration

9.1 Personnel

MARTA will be solely responsible for managing its Connect Atlanta Transit Projects personnel. MARTA will apply its personnel policies and procedures including, but not limited to recruitment, selection, progressive discipline up to and including termination, drug use and drug testing.

9.2 Audits

ABI, ADA, state and federal auditors and their representatives may audit MARTA's records relative to the operation and maintenance of the Connect Atlanta Transit Projects.

9.3 Record Retention

Records pertaining to operation and maintenance costs of the Connect Atlanta Transit Projects shall be retained by the Parties as specified by their respective record retention schedules unless otherwise requested by ABI and ADA.

10.0 Performance Requirements and Reporting

Ridership, National Transit Database, and performance data will be compiled and reported by MARTA using a methodology in compliance with Federal guidelines.

11.0 Material and Warranty Management

11.1 Warranty Administration

MARTA will process warranty claims for Connect Atlanta Transit Projects vehicles, systems, and equipment through its existing warranty claims process, to the full extent of warranty coverage provided that MARTA is the party responsible for the maintenance of the vehicles, systems, and equipment. Warranty claims will be submitted directly to the responsible manufacturer or vendor. In the event that a vendor or manufacturer contests a warranty claim made by MARTA, MARTA will immediately notify ABI and ADA of the dispute, and will provide all information about the claim to ABI and ADA.

11.2 Material Management

During Startup, ABI and ADA will purchase the manufacturers' recommended Start-Up Quantities of spare parts. MARTA will thereafter maintain inventory levels and other supplies and consumables to maintain Connect Atlanta Transit Project vehicles and equipment. The financial obligations associated with this task will be determined pursuant to Section 3.0.



12.0 Federal Funding Requirements

In the event the City, ABI and ADA plan to utilize federal financial assistance to pay for any services that MARTA provides under this Agreement, ABI or ADA shall notify MARTA at least 120 days in advance, and meet with MARTA to determine the costs and other impacts of such utilization. When federal funds are utilized, MARTA, ADA and ABI will meet to determine how MARTA will comply with any applicable federal contract and funding requirements.

13.0 Designated Representatives

The Parties shall designate representatives responsible for communication and coordination between the Parties. The representatives are responsible for coordinating the work of other staff members on the Connect Atlanta Transit Projects the periodic reporting and review of documents required under this Agreement, preparation for the revision of this Agreement and its attachments, and for identifying and resolving issues.

14.0 Federal and State Funding and Advocacy

14.1 Funding Strategy

MARTA agrees to cooperate with the City, ADA and ABI on a federal, state and local funding strategy for the Connect Atlanta Transit Projects to the extent such strategy does not compromise MARTA's other plans and priorities. The Parties shall work together to implement the strategy in a coordinated manner. Any funds received from these efforts shall be dedicated exclusively to the transit project for which the funds were obtained and the proceeds paid promptly to the implementation agent for the project upon presentation of invoices and requests for payments associated with the work for which the funds were received.

14.2 Administration of Federal Grants

After advance approval and authorization by the City, ABI, and ADA MARTA agrees to assume the role as a grantee for federal or state funding efforts when requested by the City, ADA or ABI and shall make the City, ADA or ABI a sub-grantee for these funds based upon the project beneficiary of the funding request. The allocation of sub grantee status will be made subject to the parties developing appropriate indemnification provisions which provisions shall be approved by the parties' governing bodies.

14.3 Coordination and Communication with Federal Funding Agencies

The parties agree to acknowledge the involvement and roles of the various Parties in all communications and grant requests to federal and state agencies. The parties agree to submit a copy of any communications to federal and state agencies relating to the Connect Atlanta Transit Projects to ABI and ADA for review and approval, prior to transmission of the same and to copy ABI and ADA



on all written communications to federal and state agencies relating to the Connect Atlanta Transit Projects. If MARTA is the federal grantee, the parties agree that any and all communications relating to the Connect Atlanta Transit Projects to the FTA or other granting agency will go through MARTA and that all such communications will be made in a timely manner to permit MARTA the ability to handle the same appropriately. ABI and ADA will be given advance notice and an opportunity to have a representative present at any meeting with FTA and the opportunity to review and submit comments upon all transmittals to FTA regarding Connect Atlanta Transit Projects.

15.0 Term and Termination

15.1 Term

The term of this Agreement shall be from May 2011, through five years from the initial start of revenue service operations for the first segment of transit from the Connect Atlanta Plan Transit Projects, unless sooner terminated in accordance with Subsection B or extended by express requirements of any federal grant. This term may be extended in five (5) year increments by agreement of the Parties.

15.2 Termination

15.2.1 As long as funding has not been provided to accomplish the projects which are the subject of this Agreement, this Agreement may be terminated or suspended (as the case may be) by any party with or without cause. The City, ABI and ADA may also immediately terminate this Agreement for certain material breaches as and to the extent specifically authorized herein. Notwithstanding anything contained in this Agreement to the contrary, MARTA may also terminate this Agreement without cause at any time upon sixty (60) days' prior written notice, or terminate this Agreement for "cause" following thirty (30) days' prior written notice by MARTA to the City, ABI and ADA (subject to a reasonable cure period not to exceed fifteen (15) days, or such longer period not to exceed an additional thirty (30) days provided that ABI is diligently pursuing a remedy of a material breach or default which is incapable of cure within the initial fifteen (15) days). For purposes of this Agreement, "cause" will be limited to the following: (i) with respect to breaches or other material defaults by the MARTA or (ii) upon the happening of a material breach by the City, ABI and ADA of this Agreement (including without limitation, the material failure to pay the compensation contemplated in the future by this Agreement).

15.2.2 If funds have been received from grant or other sources to accomplish the projects which are the subject of this Agreement, this Agreement may only be terminated by any Party for cause after six (6) months prior notice.



15.2.3 After the expiration or termination of this Agreement (after giving effect to any applicable cure period as provided herein, neither party shall have any further obligation to the other, except (i) no termination of this Agreement under any provision of this Section will prejudice any claim either party may have under this Agreement which arises prior to the effective date of such termination; (ii) termination of this Agreement will not terminate or otherwise affect the rights and obligations set forth in this Agreement which will survive expiration or termination as independent obligations; and (iii) compensation and expenses due as a result of services rendered in accordance with the terms of this Agreement prior to the date termination becomes effective (the “Effective Date”) shall be determined as follows:

- A. if MARTA terminates this Agreement for cause, on the Effective Date MARTA shall be entitled to payment of compensation and expenses accrued as of the Effective Date as a result of services rendered in accordance with the terms of this Agreement;
- B. if MARTA terminates this Agreement without cause, MARTA shall be entitled to any payment of compensation and expenses accrued as a result of services rendered in accordance with the terms of this Agreement, except for any amounts already paid to MARTA prior to the Effective Date. All unexpended funds, as of the Effective Date, awarded to the grantee under any federal grant shall be returned to the applicable federal agency;
- C. if the City, ADA, or ABI terminates this Agreement for cause, MARTA shall be entitled to any payment of compensation and expenses accrued prior to the Effective Date; and
- D. if the City, ADA, or ABI terminates this Agreement without cause, MARTA shall be entitled to payment equal to the amount of compensation and expenses accrued prior to the date of termination for any services contemplated to be provided by MARTA, but not completed as of the Effective Date. Upon either the City, ADA, or ABI tendering such payment to MARTA, MARTA shall have waived any and all rights it may have to recover any other damages based upon the termination of this Agreement as contemplated hereby. MARTA acknowledges that acceptance of this provision is a material inducement to the City, ADA and ABI entering into this Agreement.



16.0 Indemnification

The parties acknowledge that appropriate and reasonable indemnification agreements shall be negotiated in good faith for each of the projects or segments of the Connect Atlanta Transit Projects at the time such projects are undertaken.

As a general principle the parties agree that each party shall indemnify the other parties from any and all loss that arises out of, is connected with, or is due to the performance or non-performance of the indemnifying party's obligations as they are set forth in this agreement.

17.0 Insurance

The parties acknowledge that it is difficult to determine the appropriate levels of insurance necessary for MARTA to obtain for its operations and maintenance of the Connect Atlanta Transit Project but agree that appropriate levels will be negotiated among the parties for each project or segment of the Atlanta BeltLine Transit Component.

18.0 Confidentiality

The Parties acknowledge that during the performance of this Agreement, specifically the selection of a design-build contractor, information that is proprietary, confidential, constituting trade secrets or otherwise non-public may be disclosed and documentation that may contain confidential and trade secret information ("Proprietary Information") may be exchanged or disclosed among the Parties. The Parties agree: (i) to hold the Proprietary Information in confidence, (ii) not to, directly or indirectly, copy, reproduce, distribute, manufacture, duplicate, reveal, report, publish, disclose, cause to be disclosed, or otherwise transfer the other's Proprietary Information to any third party, except as set forth in this Agreement, (iii) not to make use of the Proprietary Information other than for the permitted purposes under of this Agreement, and (iv) to disclose Proprietary Information only to their respective representatives requiring such material for effective for performance of this Agreement and who have undertaken an obligation of confidentiality and limitation of use consistent with this Agreement. This obligation shall continue as long as allowed under applicable law.

Notwithstanding the foregoing, the Parties acknowledge that the City, MARTA and ADA are subject to the requirements of the Georgia Open Records Act, O.C.G.A. §50-18-70, *et seq.*, as it may be amended from time to time. Prior to any release of records related to the Project as part of a request for public records, the Party receiving such request shall notify the other Parties of such request with sufficient promptness to allow the other Parties to assert any potential objections to unredacted disclosure of documents.



19.0 Regulatory Compliance Requirements

The parties agree that, should Federal funding be utilized for one or more of the Connect Atlanta Transit Projects, then there will be various agreements and assurances for those projects utilizing federal funds with which the Parties will be required to comply and in the event of a conflict between the obligations of the Parties contained in this Agreement, the terms and conditions of the following agreements shall take precedence over and control the obligations of the Parties: Federal Transit Administration's Master Grant Agreement, dated October 1, 2010, or any successor agreement or amendment thereto, Federal Fiscal Year Annual Lists of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements for the grant year and each succeeding year during the term of a project or component, and any Grant Agreement evidencing the award of Federal funds.

20.0 Miscellaneous

20.1 Notices. Each notice under this Agreement will be in writing and given either in person, electronically (with confirmation of transmittal and receipt retained by the sender) or by a nationally recognized next business day delivery service or first class mail, postage and any other costs prepaid, to the address of the party being given notice set forth below its signature or to such other address as a party may furnish to the other as provided in this sentence; and if notice is given pursuant to the foregoing of a permitted successor or assign, then notice will thereafter be given pursuant to the foregoing to such permitted successor or assign.

20.2 Assignment; Binding Nature. No assignment, transfer or delegation, whether by merger or other operation of law or otherwise, of any rights or obligations under this Agreement by a party will be made without the prior written consent of all parties (which will not be unreasonably withheld or delayed). Notwithstanding anything else to the contrary contained herein, the City, ADA or ABI may assign this Agreement without MARTA's consent to any entity then charged with implementation of the Connect Atlanta Transit Projects, or to any person either the City, ADA or ABI controls, is controlled by, or is in common control with, or involves a joint venture as to which ABI owns a substantial interest. This Agreement is binding upon the Parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns and inures to the benefit of the Parties and their respective permitted legal representatives, heirs, devisees, legatees or other permitted successors and assigns.

20.3 Certain Additional Definitions. For purposes of this Agreement (whether or not underlined): (i) "applicable law" means each provision of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration



panel; (ii)“governmental authority” means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body or person; (iii) “party” and “parties” and variations of such means each or all, as appropriate, of the persons who have executed and delivered this Agreement, each permitted successor or assign of such a party, and when appropriate to effect the binding nature of this Agreement for the benefit of another party, any other successor or assign of such a party; (iv)“person” means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association, institution, or other entity or governmental authority; (v) “will” has the same meaning as “shall” and thus means an obligation and an imperative and not a futurity; and (vi)“this Agreement” includes any amendments or other modifications and supplements, and all exhibits and other attachments, to it.

20.4 Certain Rules of Construction. For purposes of this Agreement: (i) “including” and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to “included” matters will be regarded as non-exclusive, non-characterizing illustrations; (ii)“will” has the same meaning as “shall” and thus means an obligation and an imperative and not a futurity; (iii)“Article,” “Subsection,” “Exhibit” or “Appendix” refers to such item of or to this Agreement; (iv) titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; (v) whenever the context requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders; (vi) each exhibit and schedule referred to in this Agreement and each attachment to any of them or this Agreement is hereby incorporated by reference into this Agreement and is made a part of this Agreement as if set out in full in the first place that reference is made to it; and (vii) acknowledging that the parties have participated jointly in the negotiation and drafting of this Agreement, if an ambiguity or question of intent or interpretation arises as to any aspect of this Agreement, then it will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement.

20.5 Integration; Amendment; Waiver. This Agreement (including all schedules, exhibits and terms and conditions (whether general or special) attached hereto) constitutes the entire agreement of the Parties with respect to its subject matter, supersedes all prior agreements, if any, of the parties with respect to its subject matter, and may not be amended except in writing signed by all parties, unless otherwise specifically provided for herein. The failure of any party at any time or times to require the performance of any provisions of this Agreement will in no manner affect the right to enforce such provisions; and no waiver by any party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed or construed either as a further or continuing waiver of any such provision or breach



or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

20.6 Dispute Resolution/Judicial Proceedings. If a dispute arises out of or relates to this Agreement or the breach thereof, the Parties must resolve said dispute as follows:

- A. The Parties shall confer to resolve disputes that arise under this Agreement as requested by either Party.
- B. The individuals identified in the attached Exhibit are the Designated Representatives of the Parties for the purpose of resolving disputes that arise under this Agreement. The parties may unilaterally amend this exhibit to change their respective representative by sending a copy of the amended exhibit to the other parties. The amendment becomes effective upon delivery.
- C. In the event the Designated Representatives are unable to resolve the dispute within ten (10) business days, the ABI Board Chair, the Mayor of the City, and the MARTA Board Chair, or their designees, shall confer and resolve the dispute.
- D. If the dispute cannot be resolved within fifteen calendar days, the dispute shall be submitted to arbitration by a panel of three arbitrators who shall conduct arbitration pursuant to the Georgia Arbitration Code, O.C.G.A. 9-9-1 et seq. In the event of a dispute involving all parties the panel of arbitrators shall consist of one arbitrator chosen by each of the Parties. The arbitration panel shall resolve the dispute in accordance with the terms of this Agreement and the Georgia Arbitration Code. Each party shall bear its own cost of arbitration, including any attorney fees.
- E. Unless otherwise agreed by the disputants, only disputes involving a disputant's rights and obligations arising under the terms of this Agreement shall be subject to arbitration.
- F. This arbitration provision shall only apply to this Agreement and this arbitration provision shall not be considered permission for any Party to bind another Party to arbitration with respect to any other agreement.
- G. All arbitrators named under this Agreement shall be a Qualified Arbitrator. A "Qualified Arbitrator" shall mean an individual who meets the following requirements: (i) is certified or qualified as an arbitrator under a nationally recognized arbitration entity; (ii) is a resident of the cities and counties included in MARTA; (iii) has at least ten (10) years of arbitration experience; and (iv) has participated in at least three cases involving inter-governmental



disputes or otherwise has demonstrated experience in the field of inter-governmental disputes and agreements.

- H. The arbitrators shall not have the right to make decisions that are contrary to applicable law or to commit error of laws.
- I. All awards or cases where the amount in controversy is greater than \$250,000.00 maybe appealable to the extent allowed under the Georgia Arbitration Code.
- J. The parties to the arbitration shall have all discovery rights provided for cases pending in the courts of the State of Georgia.

The procedures in this section shall not apply to actions by the parties seeking immediate equitable relief in instances where irreparable harm or damage may occur or has occurred.

20.7. Controlling Law. This Agreement is governed by, and will be construed and enforced in accordance with the laws of the State of Georgia.

20.8 Copies. This Agreement may be executed in one or more counterparts (one counterpart reflecting the actual or facsimile signatures of all of the Parties), each of which will be deemed to be an original, and it will not be necessary in making proof of this Agreement or its terms to account for more than one of such counterparts. This Agreement may be executed by each party upon a separate copy, and one or more execution pages may be detached from one copy of this Agreement and attached to another copy in order to form one or more counterparts.

20.9 Independent Contractor Status. MARTA is an independent contractor and not an employee of the City, ADA or ABI, and each of the Parties will take actions consistent with the foregoing. Without limiting the foregoing, MARTA acknowledges and agrees that the City, ADA or ABI will not include employees of MARTA in any of its employee benefit plans, and MARTA will pay all taxes, if any are applicable, on the fees paid to it.



EXECUTED and delivered by the City, ADA, ABI and MARTA, effective as of August __, 2011.

ABI:

ATLANTA BELTLINE, INC.

By: _____

Brian Leary
President and CEO

Address: 86 Pryor Street, Suite 300
Atlanta, Georgia 30303

Approved as to Form:

By: _____

Patrise Perkins-Hooker

MARTA:

**METROPOLITAN ATLANTA RAPID
TRANSIT AUTHORITY**

Approved as to legal form:

By: _____

Name: Beverly A. Scott, Ph.D.
Title: General Manager/CEO

Address: 2424 Piedmont Road, N.E.
Atlanta, GA 30324-3330

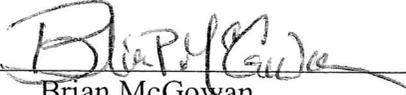
Name: Elizabeth M. O'Neill
Title: AGM of Legal Services/
Chief Counsel

SIGNATURES CONTINUED ON THE NEXT PAGE



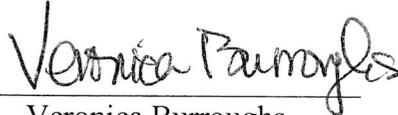
ADA:

THE ATLANTA DEVELOPMENT AUTHORITY

By:  VCB
Brian McGowan
President and CEO

Address: 86 Pryor Street, SW
Suite 300
Atlanta, GA 30303

Approved as to form:

By: 
Veronica Burroughs
General Counsel

CITY:

CITY OF ATLANTA, a municipal
corporation of the State of Georgia

ATTEST:

Clerk, City of Atlanta

Mayor, City of Atlanta

APPROVED AS TO FORM:

City Attorney



Exhibit A

Definitions

Accident: An unexpected loss-causing event that results in a fatality, bodily injury, or property damage.

Bus Bridge: A substitute bus service operated in place of rail service when all or a portion of a rail transit line is out of service.

Capital Improvements: Placement of new assets into the streetcar system characterized by one-time cost exceeding One Thousand Dollars (\$1,000) and having a life expectancy exceeding one year.

Capital Repairs: Repair intended to extend the life of an existing asset having a one-time cost exceeding One Thousand Dollars (\$1,000) with a life expectancy exceeding one year.

Car History Book: A record maintained by the carbuilder that shows all modifications to the car during its construction, including quality control exceptions and their corrections.

Changeable Message System: A system for providing information to the public by means of electrically illuminated signs which may be easily changed as needed.

Component Repair: Restoration of a component to reliable operative condition.

Configuration Management: The control and documentation of changes that are made to the hardware, software, firmware, and documentation throughout the life of a system.

Emergency: As used in section 16.6, emergency refers to an unexpected disruption of streetcar service due to a defect in the streetcar infrastructure, having a cost of repair exceeding \$5,000.

Emergency Operations: Refers to operations of the streetcar system when a portion of the system is inoperative due to defect, blockage of the track, or other disruption.

Equipment: The streetcar rolling stock. Also, articles used to equip the streetcar facility.

Fixed Physical Plant: Those elements of the streetcar system that are immobile in character; such as track, buildings, overhead wires, station platforms, etc.

Fleet-wide Modifications: Changes to streetcars that affect the entire inventory of cars of a particular type.

Force Majeure: Any delay resulting from any cause beyond a Party's reasonable control resulting in the Party's inability to perform its obligations under this Agreement. The causes may include, but are not limited to, acts of nature, accident, fire, strikes, delays



resulting from legal or administrative challenge by parties other than the signatories to this Agreement, etc.

Heavy Repair: Any repair of a car system that requires its removal from the car in order to do the work, or any repair of damage requiring restoration of structural parts.

Incident: A specific event or circumstance that has a negative effect on operations.

Maintenance: Performing work to prevent degraded performance of a system or subsystem.

Maintenance Procedure: A written set of instructions describing the work to be done and the proper sequence of actions to be taken to maintain any component of the streetcar system.

Major Overhaul: A process that restores a worn subsystem or device to nearly new condition.

MMIS: Maintenance Management Information System.

Non-revenue vehicles: Vehicles used in support of transit operations that do not carry passengers for fare.

Operations Plan: MARTA's plans for regular service operations, special services, emergency operations, and the operating procedures for the guidance of MARTA's staff.

Overhaul Cycle: The interval at which streetcars will be given an overhaul.

Pre-Revenue Service: Operation of streetcars in accordance with the proposed schedule that will be used after the beginning of revenue service, but without passengers. The "Pre-revenue Service" period is used to test the proposed schedule and to train personnel on the procedures to be used under normal and extraordinary conditions.

Atlanta BeltLine: This term is used interchangeably with the Atlanta BeltLine Project.

Atlanta BeltLine Service Plan: The document that outlines the service to be provided by the Streetcar subject to annual review for changes. The plan sets forth hours of operation, headways, special operations, and other details of the service.

Special Event: An event that requires a deviation from the normal operating routine of the Streetcar. These may include extended hours of service for holidays, anticipated delays due to parades or construction work, and the opening of new Streetcar lines.

Startup Quantities: The quantity of spare parts and consumable items specified in contracts for streetcars and facilities as the initial volume of spare part stock provided by the contractor to be delivered before the closure of the contract.



System Safety Program Plan: A document developed by the transit agency describing its safety policies, objectives, responsibilities, and procedures

Support Vehicle: See Non-Revenue Vehicles.

Train-to-Wayside Communications: A system of digital communication between trains (streetcars) and equipment located along the wayside for the purpose of routing trains automatically to their destination and other uses.

Transportation Implementation Strategy: The Transit Implementation Strategy defines the short term priorities, phasing, financing, project management and procurement approaches for the Connect Atlanta Transit Projects including identifying those projects that should be integrated for implementation purposes. It also identifies the long term financial, resource and organizational requirements of implementing the full Connect Atlanta Transit Project network and operating and maintaining the same.

Unusual Occurrence Report (UOR): A daily report created by Streetcar management for executive management. The UOR typically includes entries regarding delays to service, incidents, mechanical failures, and other unusual events.

Work: All work required to be provided by MARTA and its contractors under this Agreement, including all services, labor, equipment and materials, facilities and all other things necessary and proper for, or incidental to, start-up, and operating and maintaining the Connect Atlanta Transit Projects.



Exhibit B

Connect Atlanta Transit Projects

RCS# 1832
3/19/12
5:14 PM

Atlanta City Council

12-R-0217

EXECUTION OF TRANSIT SVCS COOP AGRMNT
ATLANTA BELTLINE, ADA AND MARTA
ADOPT

YEAS: 12
NAYS: 1
ABSTENTIONS: 0
NOT VOTING: 2
EXCUSED: 0
ABSENT 1

Y Smith	Y Archibong	N Moore	Y Bond
Y Hall	Y Wan	B Martin	NV Watson
Y Young	Y Shook	Y Bottoms	Y Willis
Y Winslow	Y Adrean	Y Sheperd	NV Mitchell

12-R-0217