



# Mayor & City Council

## Workshop Session

~ Agenda ~

City of College Park  
3667 Main Street  
College Park, GA 30337

<http://www.collegeparkga.com>  
404-669-3756 (Main)

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**Monday, June 15, 2020**

**6:00 PM**

**Council Chambers**

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1. Regional Connected Vehicle Program presentation by Aerotropolis Atlanta Community Improvement District (CID) Executive Director Gerald McDowell. See memorandum dated June 8, 2020 from City Manager Terrence R. Moore. Also, see attached supporting documentation and Memorandum of Understanding from the Georgia Department of Transportation (GDOT) for the Regional Connected Vehicle Program.
2. Resumption of Utility Disconnections and Temporary Payment Arrangements. See memorandum dated June 11, 2020 from Director of Finance & Accounting Althea Philord-Bradley. Also, see attached supporting documentation.
3. Consideration of a Memorandum of Understanding (MOU) between the City of College Park and JPODS, a personal rapid transit system that moves people in vehicles hanging from overhead rails. See memorandum dated June 10, 2020 from Economic Development Director Artie Jones, III. Also, see attached supporting documentation.



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## WORKSHOP AGENDA ITEM

DOC ID: 8143

**DATE:** June 8, 2020

**TO:** The Honorable Mayor and Members of City Council

**FROM:** Terrence Moore, City Manager

**RE:** Regional Connected Vehicle Program

Aerotropolis Atlanta Community Improvement District (AACIDs) Executive Director Gerald McDowell presented information to the Mayor and Council during the November 18, 2019 Workshop Session on a Regional Connected Vehicle Program. The program seeks to deploy interoperable connected vehicle infrastructure at signalized intersections and other feasible locations throughout the metro Atlanta region. The program will provide for the necessary infrastructure configuration, deployment, and support over several years with participating local governments.

This program involves the application of various technological interfaces with vehicles, traffic signals and other devices necessary to achieve a "connected environment". A level of financial commitment from participating municipalities is required. The Aerotropolis Atlanta Community Improvement Districts (AACIDs) (Jurisdiction) will contribute \$20,400 of the \$112,000 total cost towards the local match for the Regional Connect Vehicle Program. GDOT is now covering 80% of the cost and with the contribution coming from the CIDs, the cost to the City has gone down to 16%. GDOT will invoice the Aerotropolis Atlanta Community Improvement Districts for the 20% match and the AACIDs will invoice the City for your 16%. The local match for College Park is \$28,800.

Please see attached Memorandum of Understanding from the Georgia Department of Transportation (GDOT) for the Regional Connected Vehicle Program.

### ATTACHMENTS:

- RE\_ Regional Connected Vehicle Program (PDF)
- AACIDs CV-1K Commitment Letter (DOCX)
- Regional Connected Vehicle Program 12192020(PDF)
- College Park copy (PDF)
- Updated Intersections Estimated Cost Breakdown (XLSX)
- College Park (DOCX)

**Review:**

- Terrence R. Moore Completed 06/07/2020 3:46 PM
- Rosyline Robinson Completed 06/10/2020 2:20 PM
- Terrence R. Moore Completed 06/10/2020 6:35 PM
- Mayor & City Council Pending 06/15/2020 6:00 PM

**From:** [Terrence Moore](#)  
**To:** [Gerald McDowell](#)  
**Cc:** [Bianca Motley Broom](#); [Rosylene Robinson](#)  
**Subject:** RE: Regional Connected Vehicle Program  
**Date:** Thursday, May 14, 2020 10:17:58 AM

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Good Morning Gerald:

We'll likewise proceed for a workshop meeting presentation as noted via the June 1<sup>st</sup> session.

Thanks.

Terrence R. Moore, ICMA-CM  
City Manager  
College Park, Georgia

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**From:** Gerald McDowell <gmcdowell@aerocids.com>  
**Sent:** Thursday, May 14, 2020 10:12 AM  
**To:** Terrence Moore <tmoore@collegetparkga.com>  
**Cc:** Bianca Motley Broom <bmotleybroom@collegetparkga.com>  
**Subject:** Regional Connected Vehicle Program

Terrence,

We finally received the MOU from GDOT for the Regional Connected Vehicle Program. There is some good news. When I met with you previously, we spoke about GDOT asking each City to contribute 60% and I committed that the CIDs would help you cover some of that cost to encourage your participation in the program. GDOT is now covering 80% of the cost and with the contribution coming from the CIDs, the cost to the City has gone down to 16%.

We need to get the executed MOU back to GDOT ASAP, so please place the item on the agenda for Council consideration.

As a reminder, GDOT will invoice the CIDs for the 20% match and we will invoice the City for your 16%.

Please call if you have any question.

Gerald 678-521-2020



**Gerald McDowell**  
Executive Director

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**Aerotropolis**  
ATLANTA  
Economic Development Authority



May 11, 2020

I am writing you today regarding the Regional Connected Vehicle Program led by the Georgia Department of Transportation. The initial phase of this program, referred to as CV-1K, aims to deploy at 1,000 contiguous intersections across the region which includes intersections in the cities of East Point, College Park, Hapeville and the City of South Fulton.

Please accept this letter as verification that the Aerotropolis Atlanta Community Improvement Districts (AACIDs) (Jurisdiction) will contribute \$20,400 of the \$112,000 total, towards the local match for the Regional Connect Vehicle Program in our respective jurisdictions noted above. This funding is budgeted in the FY 2020 annual budget. This equates to a 20% match for each jurisdiction.

This regional program will advance metro Atlanta's credibility regarding transportation technology and foster opportunities for future innovative technology solutions. We have identified 56 intersections around the airport that would provide direct connectivity from the Aerotropolis Atlanta area and the ATL to the City of Atlanta and extend north of metro Atlanta. These include all entrance and exit points at the airport, major thoroughfares and access to activity centers.

If you have any questions regarding the Aerotropolis Atlanta commitment or the 56 identified signals, please do not hesitate to contact me at [gmcdowell@aerocids.com](mailto:gmcdowell@aerocids.com) or 404-349-2211.

We look forward to this ongoing partnership and future success.

Sincerely,

Gerald McDowell  
Executive Director  
Aerotropolis Atlanta CIDs

# Regional Connected Vehicle Program

## Project Overview

The Atlanta metro region is already home to one of the largest connected vehicle technology deployments in the United States. The Regional Connected Vehicle Program seeks to build on that success by deploying interoperable connected vehicle infrastructure at signalized intersections and other feasible locations throughout the metro Atlanta region. The program will provide for the necessary infrastructure configuration, deployment, and support over several years with participating local governments. As a multi-phase deployment, the program will initially deploy devices in the field as budget and resources dictate. The initial phase aims to deploy at 1,000 contiguous intersections across the region.

The program will use both proven and brand-new technologies operating within the 5.9 GHz safety spectrum to deliver safety and mobility-based applications to public and private users. It will also facilitate the support needed to configure, operate, and maintain connected vehicle infrastructures in partnership with local maintaining agencies. A turnkey services agreement will facilitate all facets of deployment, including project management, device procurement, device testing, configuration, licensing, deployment, testing, validation, and application development. Local governments are encouraged to review available applications to help determine which will be included in the contract. These applications will then be made available to all participating local governments but will not be required in order to facilitate context-sensitive applications and best balance local needs.

## Technology

The program will focus on deploying Dedicated Short Range Communications (DSRC) protocol based devices as well as LTE point-to-point communications protocol based devices (C-V2X). Though “Dual Mode” technologies are currently being researched to allow these technologies to operate within the same frequencies, the program will also consider conventional “either/or” technology. All devices and technologies deployed shall operate in a manner that is consistent with national standards. Regional and national interoperability is paramount for this and any connected vehicle deployment.

There have been tremendous investments in transportation technology infrastructure in the past decade across the region, including the deployment of “connected vehicle ready” signal controllers, software, and communications. Deployments of additional technology should leverage that investment as much as possible.

## Applications

Though the list of applications that are possible from connected vehicle technologies is long, the following vehicle to infrastructure applications are targeted as a priority for deployment at scale through this program:

1. Intersection based applications
  - a. Signal phasing and timing broadcast
  - b. MAP message broadcast

- c. Emergency vehicle preemption
  - d. Transit signal priority
  - e. Freight signal priority
2. Non-intersection based applications
    - a. Traveler information messages

## Interoperability

The program will deploy technologies and applications that are interoperable with existing connected vehicle regional deployments. All technologies must comply with national standards and will require extensive validation for conformity and accuracy of data transmitted. Cybersecurity and verification of user-side data must be interoperable with existing regional security deployments and national credentialing systems.

## Project Scope

The project will employ a turn-key approach to the deployment of connected vehicle technologies at signalized intersections in the metro Atlanta region. The project will be multi-phased with the intention of further deployments in future fiscal years as participation and funding allows. The initial phase will include the local governments and intersections as listed in **Exhibit A – List of Municipalities and Intersections**.

The project will consist of the procurement of radios, their licensing with appropriate state and federal agencies and authorities, their configuration for operation, their installation, testing and validation of messages, and associated application demonstrations.

## Turn-key Project Elements

The following items are considered to be the turn-key project elements to be delivered through services and equipment procured as a part of this project:

1. Project Management
  - a. Kick-off meeting
    - i. A kick-off meeting shall occur no later than fifteen (15) business days after contract effective date. The Offeror shall attend a kick-off meeting to be held at 935 United Avenue, Building 24, Atlanta, GA 30316 with the Department Project Manager (DPM), DOT representatives, and others to ensure that all parties have a common understanding of the contract requirements and Department expectations. The Offeror shall bring its key personnel (project manager, relevant key team leads) to this meeting and the Department Project Manager will arrange the location, the agenda, and the list of other attendees.
  - b. Project schedule
    - i. The Offeror shall submit, to the Department, a project schedule within 30 days after the effective date of the contract. The schedule shall include at a minimum, the major deliverables and milestones. Every 30 days thereafter, the Offeror shall update the schedule to show the percent complete of every major deliverable, and submit to the Department. Any changes to due dates must be approved by the Department's Project Manager (DPM).



The Project Schedule shall be updated monthly. The Project Schedule shall describe the following:

1. Name of the work activity
2. Expected start and end dates
3. Name of the individual with the primary responsibility for accomplishing the work
4. Dependencies with other work activities in the Project Schedule
5. All deliverables, procurements, or milestones resulting from the work activity

The project schedule shall be delivered in draft to the DPM. After receiving the DPM's comments and resolving them, the Offeror shall provide the "final" version of the project schedule and management plan and its related documents. The Department must accept and approve all comment resolutions before the revised document is considered final.

- c. Routine coordination, status meetings, and reporting
  - i. The Offeror will be responsible for providing monthly reports of the progress of the project deployment (submittal with invoicing is acceptable), including milestone dates, and how the deployment team will meet these goals. The reports shall be in format as directed by the Department and, at a minimum, include the following items:
    1. A clear account of the work performed under each task during the reporting period.
    2. An outline of the work to be accomplished during the next reporting period.
    3. A description of any problem encountered or anticipated that will affect the completion of any work within the timeframe set, together with recommended solutions to such problems; or, a statement that no problems were encountered.
    4. Financial updates of budgets and delivery progress.

The Department may require the Offeror to provide the progress report information in an electronic medium and/or enter the progress report information directly in the electronic system.
  - ii. The Offeror shall conduct at minimum, monthly status meetings with the project team.
2. Device procurement
  - a. Roadside equipment
 

The offeror shall be responsible for the selection, procurement, and installation of roadside equipment. A "dual mode" device is not required, but preferred. Roadside equipment shall be capable of broadcasting in both dedicated short range communications (DSRC) and cellular-vehicle to everything (C-V2X) protocols as defined by the following standards:

    1. DSRC
      - a. Broadcast frequency in the 5.860GHz – 5.920GHz spectrum.

- b. Capable of broadcasting on radio channels 172, 174, 176, 178, 180, 182, and 184.
  - c. Channel bandwidth of 10MHz.
  - d. Transmit power of 20dBm (typical) (BW 10MHz mode)(CFR 47 Part 90 Class C)
  - e. Conforms to the following standards as applicable:
    - i. IEEE 802.11p
    - ii. IEEE 1609.2, 1609.3, 1609.4
    - iii. USDOT RSU 4.1
  - f. Broadcasts messages conforming to the following standard formats:
    - i. SAE J2735\_201603
    - ii. SAE J2945/1
  - g. Device must be OmniAir certified.
2. C-V2X
- a. Broadcast frequency in the 5.860GHz – 5.920GHz spectrum (LTE B47).
  - b. Capable of broadcasting on radio channels 172, 174, 176, 178, 180, 182, and 184.
  - c. Channel bandwidth of 10MHz (PC5 sidelink).
  - d. Transmit power of 20dBm (typical) (power class 3)
  - e. Conforms to the following standards as applicable:
    - i. 3GPP C-V2X Rel. 14
    - ii. IEEE 1609.2, 1609.3,
    - iii. USDOT RSU 4.1
  - f. Broadcasts messages conforming to the following standard formats:
    - i. SAE J2735\_201603
    - ii. SAE J2945/1
  - g. Device manufacturer must be familiar with OmniAir certification and have intentions to certify when C-V2X certification is available.

Communications technologies and associated products are limited to that which does not require a fee for service. No proprietary communications technology shall be considered which precludes use of open system architecture and stands and prohibits competitive procurement of the technology for deployment and implementation. Technology not in a field testable status, but still in a laboratory environment where research reports indicate potential performance will not be considered. Specific manufacturer's names and associated equipment models must be stated.

GDOT IT shall review all network interface components prior to installation and activation of access points. Demonstration and security certification may be required by GDOT prior to acceptance and deployment.

- b. Traffic Signal Cabinet Equipment
    - i. GDOT shall provide at no cost a software resource (MaxTime – CV) for seamless integration into existing Intelight traffic signal controller software (MaxTime). Output from this software is acceptable for a roadside unit to operate in an immediate forward state and fulfill the requirements of this proposal. The offeror will be responsible for ensuring integration with the Intelight MaxTime – CV application with their proposed roadside equipment. Additional configuration and integration will be required for jurisdictions that do not have Intelight MaxTime deployed at their traffic signals and shall be the responsibility of the offeror to complete.
    - ii. Any additional cabinet equipment required for the successful operation to the requirements of this proposal must take into consideration the physical space and power requirements of the traffic signal cabinet. No adverse effects on the operation of the traffic signal shall be permitted. Any additional hardware or components shall not produce any excess heat or interrupt in the heat venting of the signal cabinet. Any additional hardware shall not have any direct connection to the signal controller or traffic signal cabinet outputs.
  - c. Security and networking
    - i. Any equipment procured through this project shall in no way connect to an outside network, such as a cloud service. All network traffic must be through the primary network connection of the local agency owner, or GDOT network. For security credentialing purposes, it should be assumed that communications for renewed certificates will occur through a centralized proxy by GDOT or the owner agency.
    - ii. Devices and components procured through this project shall be accessible via SSH from the local agency owner for centralized device management and firmware updates.
    - iii. Devices and components procured through this project shall be capable of SNMP monitoring.
3. FCC licensing
- a. Standard licensing for dedication short range communications.
    - i. The offeror will be responsible for all field survey work, paperwork, and submittal of documentation for licensing of roadside equipment with the Federal Communications Commission. All licensing will be completed under existing umbrella licensing for GDOT.
  - b. Experimental licensing for cellular vehicle to everything usage.
    - i. The offeror will be responsible for all field survey work, paperwork, and submittal of documentation for licensing of roadside equipment with the Federal Communications Commission. All licensing will be completed under existing umbrella licensing for GDOT. Any additional research and reporting that is

required as part of the experimental licensure will be the responsibility of the offeror.

4. Device testing and configuration
  - a. Device testing for conformance to specifications.
  - b. Standard configuration of roadside equipment prior to deployment.
    - i. Roadside equipment shall be required to be capable of standard configuration and setup with a preference to an automated process. Options and features must be capable of being enabled or disabled through a user interface on the roadside equipment.
    - ii. Offeror shall be responsible for all configuration of roadside equipment prior to deployment.
  - c. Identifying, provisioning, and assigning IP addresses for radios
    - i. Offeror will be responsible for obtaining and assigning static IP addresses for all roadside equipment. Coordination with GDOT IT, GDOT Regional Traffic Operations Program, and Local Government IT for appropriate IP addressing is required.
  - d. Ensuring appropriate network provisions for remote access and management of roadside infrastructure by GDOT and local governments
    - i. Offeror will be responsible for coordinating with local governments to ensure that all roadside equipment is capable of remote management and remote firmware updates from a central location. Preference is for connections from GDOT's network, but at a minimum, devices must be accessible from a local governments network.
  - e. Coordination with GDOT IT and local government IT.
    - i. Offeror shall be responsible for routine communication and coordination with GDOT IT and local government IT.
  - f. Application of security credentialing certificates and appropriate enrollment for interoperability with GDOT specified credentialing services.
    - i. Roadside equipment shall be capable of CAMP Application Certificate Provisioning process and the RSE Bootstrapping process.
5. MAP message creation
  - a. The offeror shall be responsible for the creation of MAP messages for all intersections. At minimum the MAP must meet the technical output requirements as those produced by the USDOT ISD tool (<https://webapp2.connectedvcs.com/>). Format must be provided in UPER ASN.1 hex string.
6. Device deployment
  - a. Offeror shall be responsible for the deployment of all roadside equipment. Prior to deployment, the offeror will be responsible for submitting the following information:
    - i. Installation plan
    - ii. Traffic control plan
    - iii. Installation schedule
7. Validation and testing
  - a. The offeror shall, at a minimum, demonstrate support for the following connected vehicle applications:

- i. Signal Phasing and Timing (SPaT): application which provides information from the traffic signal controller to an on-board unit inside of a vehicle via a roadside unit in a SAE J2735\_201603 format at a rate of 10 Hz. A properly formatted MAP message must also be broadcast at a rate of 1 Hz. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
  - ii. Vehicle Preemption and Priority: application which provides a request for either traffic signal preemption or traffic signal priority over an SSM/SRM message format. Successful completion of this requirement will demonstrate a traffic signal controller being able to receive a request directly from an on-board unit inside a vehicle for both preemption and priority, depending on the vehicle type classification. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
  - iii. Traveler Information Message (TIM): application provides alerts from a central or local source to appear within vehicles equipped with on-board equipment. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
  - iv. Basic Safety Message (BSM): system must demonstrate the ability to receive a BSM from an equipped vehicle and transport it over the network to a specified location. Information must be transmitted in a point-to-point manner (RSU to OBU) with no other intermediate network provider required.
- b. The offeror shall provide for the means to develop, implement, and fine tune emergency vehicle preemption and transit signal priority programming on traffic signal controllers. Coordination with local governments, transit operators, and emergency service providers will be required in order to facilitate appropriate routes and programming that fit the needs of the local agency. Post-implementation monitoring for performance will be required to ensure that preferential treatments do not overly impact the operations of the associated intersections and/or corridors.
- c. The offeror shall develop and application deployment plan and submit for approval. The application deployment plan shall detail how the offeror intends to meet and validate all compliance with specified applications.
- d. The offeror shall demonstrate, test, and validate the following specific elements related to SPaT and MAP:
  - i. Broadcast elements including, at a minimum:
    1. Broadcast/reception of both Map and SPaT messages for each intersection
    2. Transmit rate of each message type
    3. Properly formatted, J2735-compliant messages
    4. Identifying ingress lanes that include a "ConnectsTo" but the egress lane is not defined (or is not defined as an egress)
    5. Identifying ingress lanes that do not include a ConnectsTo
    6. Identifying ingress lanes that do not include a signal phase/approachId
    7. Incorrect or missing ingress/egress definitions for each approach
    8. Overlap/underlap of lanes and widths
    9. Incorrect 'ConnectsTo' lanes

10. General layout and structure of lane paths/geometries/number of lanes
  11. GPS offsets in the Map definitions
  12. Signal phases being reported as “dark” or “unavailable”
  13. Correctness of the time remaining values
  14. Inconsistency of the reported minTime and maxTime (ie. min greater than max, etc)
  15. Unexpected changes in minTime and maxTime
  16. Accuracy of the reported phase vs the actual physical signal head
  - ii. Properly formatted SAE J2735\_201603 compliant messages received from radio broadcasts ten times per second with all mandatory fields correctly populated.
  - iii. MAP message validation and accuracy.
  - iv. Correct phase state indication for all signal phase movements.
  - v. SPaT components are reported correctly (e.g. minTime, maxTime, likelyTime, confidence).
  - vi. Interoperability with existing GDOT infrastructure, including on-board equipment deployments and applications.
8. Maintenance
- a. Offeror shall include at minimum one year of device maintenance. Maintenance can be assumed to be defined as:
    - i. 24 hour minimum acknowledgement of reported issue by local agency owner.
    - ii. 72 hour response time to diagnose device.
    - iii. Replacement of devices if deemed faulted at no cost to local agency, including the removal and reinstallation of the device.
    - iv. Troubleshooting of all issues related to correct operation of device.
    - v. Firmware and security updates provided by device manufacturer.
  - b. Additional years of maintenance through the life of the contract shall be offered as part of additional services, but not included as part of the cost evaluation.
9. Training (?)

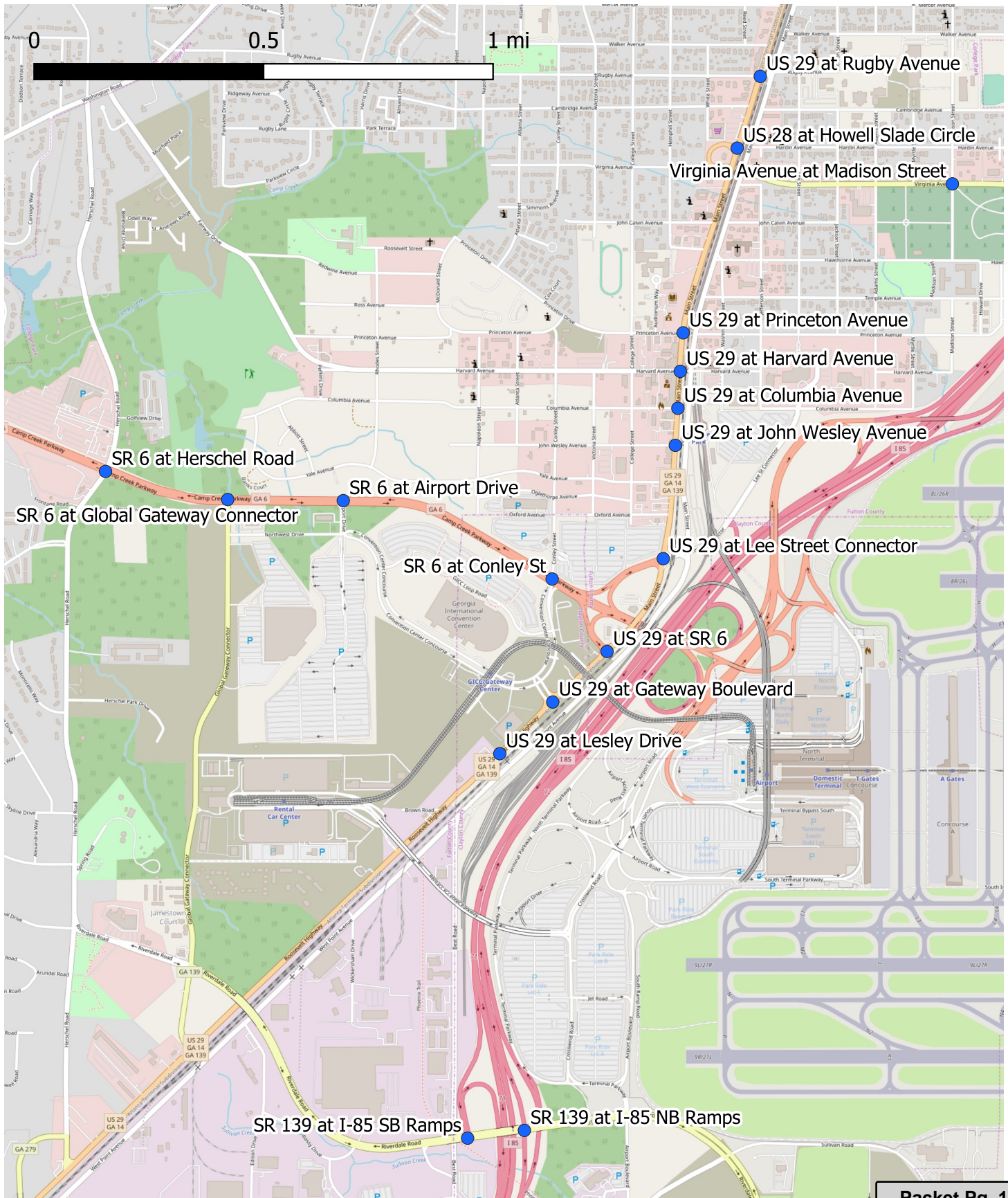
### Multiphase Deployment Support

The initial deployment will consist of jurisdictions and intersections listed within **Exhibit A – List of Municipalities and Intersections**. It is the intention of the department, and its partners, to facilitate and fund future phase deployments as agreements and funding become available. The offeror shall provide proposals and cost structures to enable indefinite delivery/indefinite quantity of future phases of the initial project scope. The expanded deployment is contingent upon acceptable results and performance from the initial deployment, as well as continued Federal support for the technology.

Additional services may also be proposed by offeror outside of provided line items. All additional services will not be evaluated on a qualifications or cost basis for award and are simply provided for possible contractual execution in the future, if needed.



# CV-1K Intersections in College Park



# ESTIMATED COST BREAKDOWN

Jurisdiction	Intersections	GDOT (80%)	City Contribution (16%)	CIDs Contribution (4%)	Total Cost
City of South Fulton	10	\$ 80,000	\$ 16,000	\$ 4,000	\$ 100,000
City of East Point	21	\$ 168,000	\$ 33,600	\$ 8,400	\$ 210,000
City of College Park	18	\$ 144,000	\$ 28,800	\$ 7,200	\$ 180,000
City of Hapeville	7	\$ 56,000	\$ 11,200	\$ 2,800	\$ 70,000
<b>Total Cost:</b>		<b>\$ 448,000</b>	<b>\$ 89,600</b>	<b>\$ 22,400</b>	<b>\$ 560,000</b>



## AGREEMENT

**By and Between**

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**And**

**CITY OF COLLEGE PARK  
for**

**PROJECT IDENTIFICATION (“PI”) NO. 0017134,  
ATLANTA REGIONAL CONNECTED VEHICLE PROGRAM - FY 2020**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020 (“Effective Date”), by and between the Georgia Department of Transportation, a department within the executive branch of government of the State of Georgia (“DEPARTMENT”), and the **CITY OF COLLEGE PARK**, a body corporate and politic of the State of Georgia, acting by and through its Board of Commissioners (“LOCAL GOVERNMENT”), hereinafter sometimes individually referred to as “Party”, or collectively referred to as the “Parties”.

**WHEREAS**, the LOCAL GOVERNMENT desires to improve certain transportation facilities as part of the Atlanta Regional Commission’s Regional Connected Vehicle Deployment Program; and

**WHEREAS**, the Regional Connected Vehicle Deployment Program is part of the Atlanta Regional Commission’s transportation planning priorities as set forth in its approved Transportation Improvement Program, which is funded in part by federal funds pursuant to 23 U.S.C. § 450.308; and

**WHEREAS**, the purpose of the Regional Connected Vehicle Deployment Program is to develop a regional data exchange platform involving the deployment of current and pioneering traffic sensor/detection technology in targeted areas throughout Metropolitan Atlanta; and

**WHEREAS**, the Regional Connected Vehicle Deployment Program will have a profound impact on the enhancement of transportation safety and mobility in the State of Georgia through the expanded use of connected vehicle technologies; and,

**WHEREAS**, the DEPARTMENT has been designated by the Atlanta Regional Commission to serve as the administrator for the Regional Connected Vehicle Deployment Program; and

**WHEREAS**, the LOCAL GOVERNMENT’s desired transportation facility improvement project has been approved for implementation as part of the Regional Connected Vehicle Deployment Program, and assigned the DEPARTMENT Project Identification (“PI”) Number, 0017134; and,

**WHEREAS**, the project, PI #0017134, shall consist of a pre-deployment phase, deployment phase and one (1) year post-deployment maintenance phase (hereinafter each project phase collectively referred to as the “PROJECT”); and

**WHEREAS**, as a condition of said approval, the LOCAL GOVERNMENT must contribute local funding toward the deployment phase of the PROJECT as further described in this Agreement; and,

**WHEREAS**, the LOCAL GOVERNMENT has represented to the DEPARTMENT that it has committed funding in the amount of **THIRTY-SIX THOUSAND DOLLARS (\$36,000.00)** for the deployment phase of the PROJECT and that said funding commitment shall be sponsored by **AIRPORT WEST CID**, and the DEPARTMENT has relied upon such representation.

**NOW THEREFORE**, the DEPARTMENT and the LOCAL GOVERNMENT, governmental entities of the State of Georgia, pursuant to the provisions of Article IX, Section III, Paragraph I(a) of the Constitution of 1983 and O.C.G.A. §§ 32-2-2, 32-2-60 and 32-4-42(1), are authorized to enter into this Agreement, and in consideration of the mutual promises made and of the benefits to flow from one to the other, the DEPARTMENT and the LOCAL GOVERNMENT hereby agree as follows:

- A. **Preamble and Recitals.** The Preamble and Recitals hereto are a part of this Agreement and are incorporated herein by reference.
- B. **DEPARTMENT Responsibilities.** The DEPARTMENT shall:
1. Be responsible for all pre-deployment activities associated with the PROJECT, which shall include:
    - a. Any pre-deployment engineering (design) activities; and,
    - b. All solicitation activities associated with the selection of a contractor to conduct the work for the deployment phase and post-deployment maintenance phase of the PROJECT, which shall include development and advertisement of the solicitation, and awarding and executing the contract for the deployment phase of the PROJECT.
  2. Manage the resulting contract and provide oversight during the deployment and post-deployment maintenance phases of the PROJECT.
  3. Reserve the right to review and exercise its approval authority for all aspects of the PROJECT provided, however, this review and approval does not relieve the LOCAL GOVERNMENT of its responsibilities under the terms of this Agreement.
  4. Reserve the right to notify the LOCAL GOVERNMENT of any damage to the PROJECT equipment installed, and to require the repair or removal of such equipment in accordance with the applicable equipment warranty, where deemed necessary by the DEPARTMENT for safety, or any other concerns. The DEPARTMENT reserves the right to address any maintenance or other issues which present an immediate threat to the safety of the traveling public, or to the property of the DEPARTMENT or that of third parties.
- C. **LOCAL GOVERNMENT Responsibilities.** The LOCAL GOVERNMENT shall:
1. Provide funding for the deployment phase of the PROJECT, which shall represent the LOCAL GOVERNMENT's local match for the PROJECT, pursuant to Section E of this Agreement, *Compensation and Payment*.
  2. Coordinate activities with the selected contractor to ensure timely completion of the deployment phase of the PROJECT with minimal impact to the traveling public.
  3. Notify the DEPARTMENT when the deployment phase of the PROJECT is completed and, prior to the DEPARTMENT's inspection and final acceptance, submit to the DEPARTMENT

- written documentation of its acceptance of the deployment phase work and certification that the PROJECT work in the deployment phase has been completed in accordance with the applicable standards and specifications.
4. Upon completion and final acceptance of the deployment phase work, assume all of the duties, liabilities and obligations with respect to the installed PROJECT equipment. The LOCAL GOVERNMENT agrees to execute any subsequent documentation required by the DEPARTMENT to effectuate this.
  5. At the conclusion of the one (1) year post-deployment maintenance phase of the PROJECT, assume full responsibility for and bear all costs and liability associated with the ongoing operation, management and maintenance of any and all equipment installed by the contractor within the PROJECT limits. The LOCAL GOVERNMENT shall also be responsible for the continual maintenance and operation of all components and technology constructed and installed as part of this PROJECT. All maintenance responsibilities of the LOCAL GOVERNMENT shall be performed consistent with DEPARTMENT standards. In the event the LOCAL GOVERNMENT desires that its ongoing operation, management and maintenance responsibilities be performed by a third-party (“Contractor”), the LOCAL GOVERNMENT and the Contractor shall enter into a separate agreement. Further, the LOCAL GOVERNMENT agrees and shall ensure that the Contractor is prequalified by the DEPARTMENT.
  6. Obtain prior written consent from the DEPARTMENT should it want to alter, modify, or remove the PROJECT equipment in whole, or any part, component, or accessory thereof.
  7. Understand and agree that any deployment activities outside the PROJECT limits will be the subject of another agreement between the DEPARTMENT and the LOCAL GOVERNMENT.

**D. Responsibility for Claims and Liability.**

1. To the extent allowed by law, the LOCAL GOVERNMENT hereby indemnifies and holds harmless the DEPARTMENT and all of its officers, members and employees (hereinafter collectively referred to as the “Indemnitees”) from and against any and all claims, demands, lawsuits, causes of action, liabilities, losses, damages, judgments, costs or expenses (including but not limited to attorneys’ fees) of every kind and nature whatsoever due to liability to a third party or parties, for any loss due to bodily injury (including but not limited to death), personal injury (including but not limited to death), and property damage (including but not limited to inverse condemnation and theft) arising out of, in connection with, or resulting from the performance of the PROJECT work under this Agreement, except to the extent caused by the sole negligence of the Indemnitees.
2. The indemnification obligation set forth herein survives termination of this Agreement.

**E. Compensation and Payment.**

1. It is understood and agreed that the LOCAL GOVERNMENT shall provide a local match for the deployment phase of the PROJECT in the estimated amount of **THIRTY-SIX THOUSAND DOLLARS (\$36,000.00)**.
2. The LOCAL GOVERNMENT shall remit a lump sum payment to the DEPARTMENT within forty-five (45) days following execution of this Agreement.

- F. **Time is of the Essence.** The Parties hereby acknowledge that Time is of the Essence for the PROJECT. It is agreed that both Parties shall adhere to the PROJECT schedule that will be developed upon selection of the contractor to conduct the work activities associated with the PROJECT's deployment and post-deployment maintenance phases. In the completion of respective commitments contained herein, if a change in the schedule is needed, the LOCAL GOVERNMENT shall notify the DEPARTMENT in writing of the proposed schedule change.
- G. **Commencement Date; Term; Time Extension.**
1. The responsibilities set out in this Agreement shall commence on the Effective Date and shall expire three (3) years thereafter, unless earlier terminated or otherwise extended by mutual agreement by the Parties. The Parties agree that the DEPARTMENT has two (2) options to renew this Agreement for additional terms of up to one (1) year.
  2. Time Extension. This Agreement may be extended by mutual consent of the Parties. However, such an extension shall not be valid without a written amendment to this Agreement approved and executed by both Parties.
- H. **Termination.** The Parties reserve the right to terminate this Agreement for convenience upon thirty (30) days advance written notice to the other party. If the DEPARTMENT terminates the Agreement prior to its expiration, the DEPARTMENT will reimburse the LOCAL GOVERNMENT the full amount of the local match payment remitted that is set forth in Section E of this Agreement, *Compensation and Payment*, less the amount expended for any work performed through the effective date of the termination based upon the percentage of work completed. This reimbursement obligation shall survive termination.
- I. **Publication and Publicity**
1. In the event, the Parties wish to develop talking points to guide the discourse in the public and in the media regarding the PROJECT and so as to ensure that the same message and information is being relayed to the public by all Parties, the Parties will work together and in cooperation with the Atlanta Regional Commission to develop such talking points regarding the PROJECT to be used in any and all press releases, presentations, interviews, social media posts, website posts, publications, articles, papers, bulletins, data, statistics, interim or final reports, oral transmittals or any other materials addressing the PROJECT ("Public Statements"). It is the intention of the Parties that this should apply only to official publicity surrounding the PROJECT. Neither Party, nor those entities to whom responsibilities may be delegated under this Agreement, shall make any Public Statements regarding this PROJECT until such talking points have been agreed upon by the Parties.
  2. Should the release of information relating to the PROJECT be required under the Georgia Open Records Act, O.C.G.A. Section 50-18-70, *et. seq.*, the restrictions in Section I(1) shall not apply. Any request for information directed to the LOCAL GOVERNMENT, or to those entities to whom the LOCAL GOVERNMENT may delegate responsibilities under this Agreement, pursuant to the Georgia Open Records Act, for documents that are either received or maintained by the LOCAL GOVERNMENT or those entities in the performance of PROJECT activities shall be released pursuant to provisions of the Georgia Open Records Act. Further, when specifically requested by the DEPARTMENT, and to the extent reasonably possible in light of the deadlines for responding to Open Records Act requests, the LOCAL GOVERNMENT agrees to consult with the DEPARTMENT prior to releasing the requested documents. For avoidance of doubt, the Parties each reserve its rights under the Georgia Open Records Act to withhold, or cause to be withheld, certain documents from public disclosure

under O.C.G.A. Section 50-18-72, including pursuant to the provisions set forth in O.C.G.A. Section 50-18-72(a)(34) and (35) regarding trade secrets and proprietary information.

- J. **Amendments.** Any and all modifications to this Agreement shall be in writing and signed by both Parties. The Parties shall execute extension(s) of time, or changes to budget or scope in writing with the same formality as the execution of the original Agreement.
- K. **Notices.** Any notices, requests, demands and other communications which may be required hereunder shall be in writing and shall either be mailed or transmitted by either first class United States certified mail, return receipt requested; delivery by carrier or personally delivered to the appropriate party; or facsimile transmission, immediately followed by a telephone call to confirm delivery to:

If to the DEPARTMENT: Georgia Department of Transportation  
 600 W. Peachtree Street, NW  
 Atlanta, Georgia 30308  
 ATTN: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

If to the LOCAL GOVERNMENT: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Phone: \_\_\_\_\_

The date on which such notice is delivered will be deemed the date thereof. Either party may from time to time, by five (5) days' prior notice to the other party in writing, specify a different address to which notices will be sent. Rejection or refusal to accept a notice or inability to deliver a notice because of a changed address of which no notice was given will be deemed a delivery of the notice on the date when postmarked.

- L. **Relationship of the Parties.** The Parties acknowledge and agree that the neither is an agent, employee, assignee or servant of the other.
- M. **Certifications by the LOCAL GOVERNMENT.** By execution of this Agreement, the undersigned certifies under penalty of law, on behalf of the LOCAL GOVERNMENT, that:
  1. It is currently and shall continue to be in compliance with the provisions of the Service Delivery Strategy law (O.C.G.A. Sec. 36-70-20 et seq.), as amended, for the duration of this Agreement.
  2. It has read and understands the regulations for State Audit Requirements and will comply in full with said provisions of O.C.G.A. § 36-81-7 throughout the Agreement period.
  3. The provisions of O.C.G.A. § 13-10-91, relating to the "Georgia Security and Immigration Compliance Act" have been complied with in full as stated in Appendix A, "Georgia Security and Immigration Compliance Act Affidavit".
  4. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia

Annotated relating to the Drug-Free Workplace Act set forth in Appendix B, “Certification of Local Government: Drug-Free Workplace”, have been complied with in full.

5. It shall comply with the State of Georgia’s Sexual Harassment Prevention Policy as described further in Appendix C.
6. The LOCAL GOVERNMENT acknowledges and agrees that failure to comply with or complete the certifications set forth above, or the submission of a false certification shall result in the termination of this Agreement.

N. **Exhibits and Appendices.** The Parties acknowledge that the following exhibits and appendices to this Agreement are hereby incorporated into and made a part of this Agreement as though expressly written herein:

Appendix A – Georgia Security and Immigration Compliance Act Affidavit  
 Appendix B – Certification of Local Government Drug-Free Workplace  
 Appendix C – Certification of Compliance with the State of Georgia’s Sexual Harassment Prevention Policy

O. **Miscellaneous.**

1. **Assignment.** This Agreement shall not be assigned by any party to any other person or entity whatsoever unless agreed to by the Parties.
2. **Continuity.** Each of the provisions of this Agreement will be binding upon and inure to the benefit and detriment of the Parties and the successors and assigns of the Parties.
3. **Interpretation.** The Parties stipulate that for good business reasons, each party has determined to negotiate, and each party has had significant voice in the preparation of this Agreement. Should any provision of this Agreement require judicial interpretation, it is agreed that the Court interpreting or construing it shall not construe the Agreement more strictly against either party because it drafted a particular provision, or the provision was for the party’s benefit, or the party enjoyed a superior bargaining position.
4. **No Third-Party Beneficiaries.** Nothing contained herein shall be construed as conferring upon or giving to any person, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.
5. **Risk Allocation.** Each party shall conduct its own functions under this Agreement in accord with state law at its sole cost, risk and responsibility.
6. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
7. **Governing Law.** This Agreement will be governed, construed under, performed and enforced in accordance with the laws of the State of Georgia. Any dispute arising from this contractual relationship shall be governed by the laws of the State of Georgia and shall be decided solely and exclusively by the Superior Court of Fulton County, Georgia to the extent that such venue is permitted by law.

8. Personal Liability; Immunities. Nothing herein shall be construed as creating any individual or personal liability on the part of any of either PARTY's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. Nothing contained in this Agreement shall be construed to be a waiver of a party's sovereign immunity or any individual's qualified, good faith or official immunities.
9. Title VI and E-verify Compliance. In performance of this Agreement, each party shall comply with applicable Title VI and E-verify requirements.
10. Execution in Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all Parties had all signed the same document. All counterparts will be construed together and will constitute one Agreement.
11. Force Majeure. Neither party shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.
12. Authority/Signature. The individual signing this Agreement on behalf of each Party represents 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. Complete Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

*[Signatures on the following page.]*

IN WITNESS WHEREOF, said Parties have hereunto set their hand and affixed their seals the day and year above first written.

**GEORGIA DEPARTMENT OF TRANSPORTATION**

**[ENTER NAME OF LOCAL GOVERNMENT]**

BY: \_\_\_\_\_ (Seal)  
Commissioner

BY: \_\_\_\_\_ (Seal)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:  
\_\_\_\_\_  
Treasurer

Signed, sealed and delivered this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public

This Agreement approved by LOCAL GOVERNMENT, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

ATTEST: \_\_\_\_\_

FEIN: \_\_\_\_\_



**APPENDIX "A"**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**

Name of Contracting Entity: \_\_\_\_\_

Contract No. and Name: \_\_\_\_\_  
\_\_\_\_\_

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or entity which is contracting with the Georgia Department of Transportation has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to the Georgia Department of Transportation within five (5) business days after any subcontractor is retained to perform such service.

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(EEV/E-Verify Company Identification Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contracting Entity

**I hereby declare under penalty of perjury that the  
Foregoing is true and correct.**

\_\_\_\_\_  
Printed Name (of Authorized Officer or Agent)

\_\_\_\_\_  
Title (of Authorized Officer or Agent)

\_\_\_\_\_  
Signature (of Authorized Officer or Agent)

\_\_\_\_\_  
Date Signed

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
\_\_\_\_ DAY OF \_\_\_\_\_, 201

\_\_\_\_\_  
Notary Public

[NOTARY SEAL]

My Commission Expires: \_\_\_\_\_

**APPENDIX "B"**  
**CERTIFICATION OF LOCAL GOVERNMENT**  
**DRUG-FREE WORKPLACE**

I hereby certify that I am a principal and duly authorized representative of \_\_\_\_\_  
whose address is \_\_\_\_\_  
and also that:

1. The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the "Drug-Free Workplace Act" have been complied with in full; and
2. A drug-free workplace will be provided for the LOCAL GOVERNMENT's employees during the performance of the contract; and
3. Each consultant, subconsultant, contractor, and subcontractor hired by the LOCAL GOVERNMENT shall be required to ensure that their employees are provided a drug-free workplace. The LOCAL GOVERNMENT shall secure from each consultant, subconsultant, contractor, and subcontractor the following written certification: "As part of the subcontracting agreement with \_\_\_\_\_, \_\_\_\_\_ certifies to the LOCAL GOVERNMENT that a drug-free workplace will be provided for the subcontractor's employees during the performance of this contract pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated Section 50-24-3"; and
4. It is certified that the undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the contract.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## APPENDIX “C”

### CERTIFICATION OF COMPLIANCE WITH THE STATE OF GEORGIA’S SEXUAL HARASSMENT PREVENTION POLICY

The State of Georgia promotes respect and dignity and does not tolerate sexual harassment in the workplace. The State is committed to providing a workplace and environment free from sexual harassment for its employees and for all persons who interact with state government. All State of Georgia employees are expected and required to interact with all persons including other employees, SPONSOR, contractors, and customers in a professional manner that contributes to a respectful work environment free from sexual harassment. Furthermore, the State of Georgia maintains an expectation that SPONSOR, its contractors and their employees and subcontractors will interact with entities of the State of Georgia, their customers, and other contractors of the State in a professional manner that contributes to a respectful work environment free from sexual harassment.

Pursuant to the State of Georgia’s Statewide Sexual Harassment Prevention Policy (the “Policy”), SPONSOR and all contractors who are regularly on State premises or who regularly interact with State personnel must complete sexual harassment prevention training on an annual basis.

SPONSOR, including its employees and subcontractors, who have violated the Policy, including but not limited to engaging in sexual harassment and/or retaliation may be subject to appropriate corrective action. Such action may include, but is not limited to, notification to the employer, removal from State premises, restricted access to State premises and/or personnel, termination of contract, and/or other corrective action(s) deemed necessary by the State.

- (i) If SPONSOR is an individual who is regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR has received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has completed sexual harassment prevention training in the last year; or will complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a section) <https://www.youtube.com/embed/NjVt0DDnc2s?rel=0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and,
  - (c) Upon request by the State, SPONSOR will provide documentation substantiating the completion of sexual harassment training.
- (ii) If SPONSOR has employees and subcontractors that are regularly on State premises or who will regularly interact with State personnel, SPONSOR certifies that:
  - (a) SPONSOR will ensure that such employees and subcontractors have received, reviewed, and agreed to comply with the State of Georgia’s Statewide Sexual Harassment Prevention Policy located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>;
  - (b) SPONSOR has provided sexual harassment prevention training in the last year to such employees and subcontractors and will continue to do so on an annual basis; or SPONSOR will ensure that such employees and subcontractors complete the Georgia Department of Administrative Services’ sexual harassment prevention training located at <http://doas.ga.gov/human-resources-administration/sexual-harassment-prevention/hr-professionals/employee-training> (scroll down to section for entities without a LMS section) or this direct link <https://www.youtube.com/embed/NjVt0DDnc2s7reN0> prior to accessing State premises and prior to interacting with State employees; and on an annual basis thereafter; and

- (c) Upon request of the State of the Georgia Department of Transportation, SPONSOR will provide documentation substantiating such employees and subcontractors' acknowledgment of the State of Georgia's Statewide Sexual Harassment Prevention Policy and annual completion of sexual harassment prevention training.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Company: \_\_\_\_\_



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## WORKSHOP AGENDA ITEM

DOC ID: 8187

**DATE:** June 11, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Terrence R. Moore, City Manager

**FROM:** Althea Philord-Bradley, Director of Finance & Accounting

**RE:** Resumption of Utility Disconnections and Temporary Payment Arrangements

As the City of College Park continues to work to resume normally municipal operational activities, this evening's dialogue provides an opportunity for Mayor and City Council to consider resumption of policies regarding disconnections of utility services.

This includes guidance relative to specific thresholds, as well as time frames to amicably enable customers to pay outstanding balances. Options for your review respectively include the following:

- Disconnections and late fees will resume for all late payments beginning Monday, August 3<sup>rd</sup>, 2020.
- 60 or 90 day payment arrangements beginning Monday August 3<sup>rd</sup>, 2020.
- Customers with payment arrangements are required to pay the agreed-upon monthly installment, in addition to paying their monthly utility charges in full, by the bill due date each month. Otherwise, disconnections will ensue for outstanding balances due.
- Late fees will not be assessed on accounts with payment arrangements if the payments are made in accordance with the agreement.

### ATTACHMENTS:

- Payment arrangement form - Official (PDF)

### Review:

- Althea Philord-Bradley Completed 06/10/2020 10:22 PM
- Rosyline Robinson Completed 06/11/2020 9:55 AM

Updated: 6/11/2020 9:54 AM by Rosyline Robinson

Page 1

- Terrence R. Moore Completed 06/11/2020 9:58 AM
- Mayor & City Council Pending 06/15/2020 6:00 PM



# CITY OF COLLEGE PARK

PO BOX 87137 • COLLEGE PARK, GA 30337 • (404) 767-1537

Date: \_\_\_\_\_ Account# \_\_\_\_\_

The City of College Park hereby agrees to grant a **one-time** payment arrangement to the following

Customer name: \_\_\_\_\_ and Address \_\_\_\_\_

In granting this payment arrangement, the Customer hereby agrees that he/she will pay the total amount due on the account including all late fees and miscellaneous charges that may be added to the bill as a result of this arrangement and any other amounts owed on the account by the time and the date specified below. If the total amount due on the account is not paid according to the arrangement, by the time and date shown below, Customer acknowledges that service will be **disconnected** by the City of College Park without further notice.

By signing this Agreement, the Customer understands that this payment arrangement is a **one-time** agreement and that no further payment arrangements will be made on the account. **\*Please note the current bill must be paid by the due date in order for the agreement to remain in effect.**

60 day Due Date: \_\_\_\_\_ Time and Date that Payment must be received:

1st – Payment Date: \_\_\_\_\_ close of business \$ \_\_\_\_\_

2<sup>nd</sup> – Payment Date: \_\_\_\_\_ close of business \$ \_\_\_\_\_

Signature of Customer: \_\_\_\_\_ Date \_\_\_\_\_

Print name \_\_\_\_\_ Telephone# \_\_\_\_\_

**\*\*\*Copy ID to the original agreement.**

Signature of Account Representative: \_\_\_\_\_



# CITY OF COLLEGE PARK

P.O. BOX 87137 · COLLEGE PARK, GA 30337 · 404.767.1537

## WORKSHOP AGENDA ITEM

DOC ID: 8171

**DATE:** June 10, 2020

**TO:** The Honorable Mayor and Members of City Council

**THROUGH:** Terrence R. Moore, City Manager

**FROM:** Artie Jones, Clearly College Park Executive Director

**RE:** JPODS Presentation

**PURPOSE:** A presentation to Mayor and City Council on considering a Memorandum of Understanding (MOU) between the City of College Park and JPODS which is personal rapid transit system that moves people in vehicles hanging from overhead rails.

**REASON:** JPODS would like the City of College Park to consider executing a memorandum of understanding with JPOD's.

**RECOMMENDATION:** It is recommended that the City Council carefully consider this item and come up with questions for the JPOD's representatives to answer. There is not information provided for staff to recommend this item or deny it.

**BACKGROUND:** Please see the attached information provided by the JPOD's representatives.

**COST TO CITY:** According to the MOU there is little to no cost to the City of College Park. This item has indicated that it is financed 100% by the private funds.

**BUDGETED ITEM:** N/A

**REVENUE TO CITY:** 5% of gross revenue earned from the operations.

**CITY COUNCIL HEARING DATE:** June 15, 2020

**CONSIDERATION BY OTHER GOVERNMENT ENTITIES:** GDOT and FAA

**AFFECTED AGENCIES:** N/A

**RELATIONSHIP TO EXISTING ORDINANCE OR RESOLUTION:** None

**REQUIRED CHANGES TO WORK PROGRAMS:** None



**STAFF:** Hugh Richardson, College Park Power Director  
Artie Jones, III, Economic Development Director

**ATTACHMENTS:**

- JPODS SUMMARY (PDF)
- MEMORANDUM OF UNDERSTANDING (PDF)
- Artie Jones - City of College Park (PDF)

**Review:**

- Artie Jones Completed 06/10/2020 6:05 PM
- Rosyline Robinson Completed 06/10/2020 6:16 PM
- Terrence R. Moore Completed 06/10/2020 6:35 PM
- Mayor & City Council Pending 06/15/2020 6:00 PM

## JPODS – SUMMARY

**JPODS** is a Personal Rapid Transit (PRT) system that move people in vehicles hanging from overhead rails (as opposed to riding on tracks), it employs superior physics, solves congestion issues in cities, reduces energy consumption, and increases ride stability and safety. Each pod is a private vehicle of the rider. Each pod will be automatically disinfected after each use. JPODS operates under its Patent #6,810,817.

The JPODS demos have been setup and taken down hundreds of times. Thousands of people have ridden in the JPods demos. JPODS is efficient, convenient, quiet, solar powered, with no omissions.

JPODS will save time and money and eliminates pollution. Its construction costs average \$10 Million per mile versus \$100 million for light rail and \$300 million for heavy rail.

JPODS is privately funded, 5 times more efficient than roads or mass transit and pays 5% of its gross revenues to the City for use of its Right of Ways.

**KEY LEADERS**, Both of the leaders of JPODS are West Point graduates. Charles Fletcher is the Chairman of JPODS, and is a retired Army Major General, who had a distinguished military record, including Commanding General in the invasion of Iraq. His affiliations include being inducted in the Army Transportation Hall of Fame and was CEO of the Wounded Warrior Project.

Bill James is the President/CEO. He commanded the B 4/23<sup>rd</sup> Infantry Company, which was considered the “best” in the Alaskan command. At West Point he graduated with honors in Physics, Chemistry and Engineering. At Honeywell he managed a group of engineers. He was also formerly President/CEO of Applied Statistics, Inc. who created software, electronic and mechanical products for industrial customers.

**GEORGIA MOBILITY** is an affiliate of JPODS and wants **COLLEGE PARK** to become the global hub for Personal Rapid Transit. It will assist College Park in creating over 2,000 new jobs, including a location for its manufacturing facilities, at no cost to COLLEGE PARK.

Statement from the Executive Chairman:

J.T., Williams

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the \_\_\_\_ day of JUNE, 2020, by and between the CITY OF COLLEGE PARK, GEORGIA (the “CITY”) and GEORGIA MOBILITY SOLUTIONS, INC., or assigns (“GA Mobility”), each a Party” and collectively the “Parties”.

1. GA Mobility desires to provide in the CITY, it’s very first Network, which will become the envy of the World. GA Mobility, an affiliate of JPODS, LLC., wants this to become the global hub for Personal Rapid Transit, which will also provide 2,000 or more new jobs, including its manufacturing facilities. This will not cost the CITY anything. It will be efficient, convenient, energy efficient, quiet, with no emissions, solar-powered and with high capacity. GA Mobility will be fully responsible for the safety, operation and certification, as regulated by the State of Georgia.
2. This MOU is intended to detail the general terms for the future FRANCHISE AGREEMENT and this MOU will not be binding upon the CITY unless, and until, approved and authorized by the Mayor and City Council, as well as their approval of the FRANCHISE AGREEMENT. The FRANCHISE AGREEMENT will require GA Mobility to maintain a timetable for the various components of the Network.
3. This MOU confirms that the CITY is interested in providing support to GA Mobility for the purpose of building and operating a City-Wide NETWORK of autonomous, solar-powered pods, known as a Personal Rapid Transit (PRT). The CITY will support GA Mobility in making available the necessary Right-of-Ways and Air Rights. Finally, the CITY will begin negotiating and entering into a long-term FRANCHISE AGREEMENT with GA Mobility.
4. The CITY has a land area of approximately 11 square miles and a present population of approximately 15,000 people and includes the domestic Atlanta Airport, the World’s busiest airport, as well as Interstates 85 and 285 and Metropolitan Atlanta Rapid Transit Authority (MARTA), which serves as the primary transit access to the CITY and the rest of Metro Atlanta.
5. As with many cities in Metro Atlanta, the CITY faces many challenges related to transportation, such as congestion, limited parking, pollution, carbon emissions, crashes, and pedestrian safety. The CITY is considering many alternatives to address such issues, including expanding existing public transport systems and alternative means of public transport.
6. The PARTIES recognize that a GA MOBILITY NETWORK, as presented, will assist the CITY in addressing many of the transportation challenges faced by COLLEGE PARK. The GA Mobility network will provide easy access to the airport and surrounding areas for tourist and economic development, as well as improve residential access.
7. The CITY agrees to commit to working with GA Mobility to finalize a FRANCHISE AGREEMENT and to authorize GA Mobility to finance, build, and operate and maintain a GA Mobility Network in the CITY, subject to the appropriate review and approval by all appropriate parties, including the College Park Mayor and City Council.

- 8. The CITY is interested in seeing the GA Mobility solution implemented, based upon the following representations:
  - a. GA Mobility will be 100% privately financed, solar-powered, high capacity and operating 24/7.
  - b. GA Mobility will provide employment opportunities for the residents of COLLEGE PARK and others in the area.
  - c. GA Mobility will free-up ground space presently needed for parking.
  - d. GA Mobility is a pure green energy project and will be environmentally friendly.
  - e. GA Mobility will be responsible for operating and maintaining their Network that will primarily operate in the Right-of-Ways and Air Rights controlled by the CITY.
  - f. In exchange, GA Mobility will pay to the CITY five percent (5%) of its Gross Revenue earned from operations within the CITY and their system will be at least 5 times more efficient than present modes of transportation using Public Right of Ways.
  
- 9. The CITY will work with GA Mobility to streamline a process for GA Mobility, and its representatives, to obtain the appropriate Right-of-Ways, necessary Air Rights and Easements and permits for the initial Network, as well future expansion within the CITY.
  
- 10. GA Mobility will plan, construct and put into operation a small pilot route at a location to be agreed upon by the Parties to enable community evaluation before completing the initial Network.
  
- 11. GA Mobility confirms that the GA MOBILITY NETWORK will be approved for safe operation before opening up for public use.

IN WITNESS WHEREOF, the Parties have executed this MOU on this \_\_\_\_Day of June 2020.

THE CITY OF COLLEGE PARK

GEORGIA MOBILITY SOLUTIONS, INC.

By: \_\_\_\_\_  
Name: Bianca Motley Broom  
Title: MAYOR

By: \_\_\_\_\_  
Name: Auta Lopes  
Title: PRESIDENT/CEO

Attest:  
By: \_\_\_\_\_  
City Clerk

Attest:  
By: \_\_\_\_\_  
Name: J. T. Williams, Secretary

(SEAL)

(SEAL)

Approved as to form:

\_\_\_\_\_  
City Attorney

# TRANSFORMING COLLEGE PARK'S TRANSPORTATION NETWORK



Mayor Bianca Motley Broom and  
City Council Members of  
City of College Park

June 03, 2020

Presented By:  
GEORGIA MOBILITY

J.T. Williams, Auta Lopes, Jim Lowe, and Ray

# GEORGIA MOBILITY MISSION

- Georgia Mobility (GA Mobility) is a Transit Development firm. We lead the efforts required to implement a transit system installation and manage the operations.
- GA Mobility manages the designs, entitlements, publicity, finance, construction, implementation and operations. We don't own the technology, but we utilize the technology of the transit system partner we chose. Like a real-estate developer we may own the asset or we may sell it.
- Georgia Mobility combines transportation and public, private partnership expertise with capital market experience to assist state and local jurisdictions in solving regional transit problems efficiently, safely, sustainably and cost effectively.



# THE GEORGIA MOBILITY'S PRT SOLUTION

## Our Transit Solution Provides:

- Affordable public transit via personal pod providing nonstop service from point of origin to destination travel.
- This PRT system that creates customizable routes on dedicated guideways with robotic pods that communicate, avoiding traffic jams.
- Georgia Mobility will rely on proven technology that is already in public service or in full scale prototype.
- The P3 solution will be designed, built, financed and operated with revenue sharing to the city for use of Right of Ways.
- The system will be integrated with existing transportation systems; quick, private, comfortable, and convenient.

## The Advantages:

- Relationships with transit and technology suppliers, vendors and engineers to position the **City of College Park** to become the epicenter for transportation.
- Provide an economic development boost with high paying clean jobs.
- Become the new **"Silicon Valley"** of solar transportation.

# GEORGIA MOBILITY PRT SOLUTION BENEFITS

High Capacity, High Speed, Non-Stop, 24/7,  
Solar Powered, Door to Door Transit

## Major Benefits:

- Privately Funded Transit, and Privately Operated
- Improve Safety, and Provide Parking Relief
- Reduces Congestion and Pollution
- 5% of Gross Revenues Directly to College Park



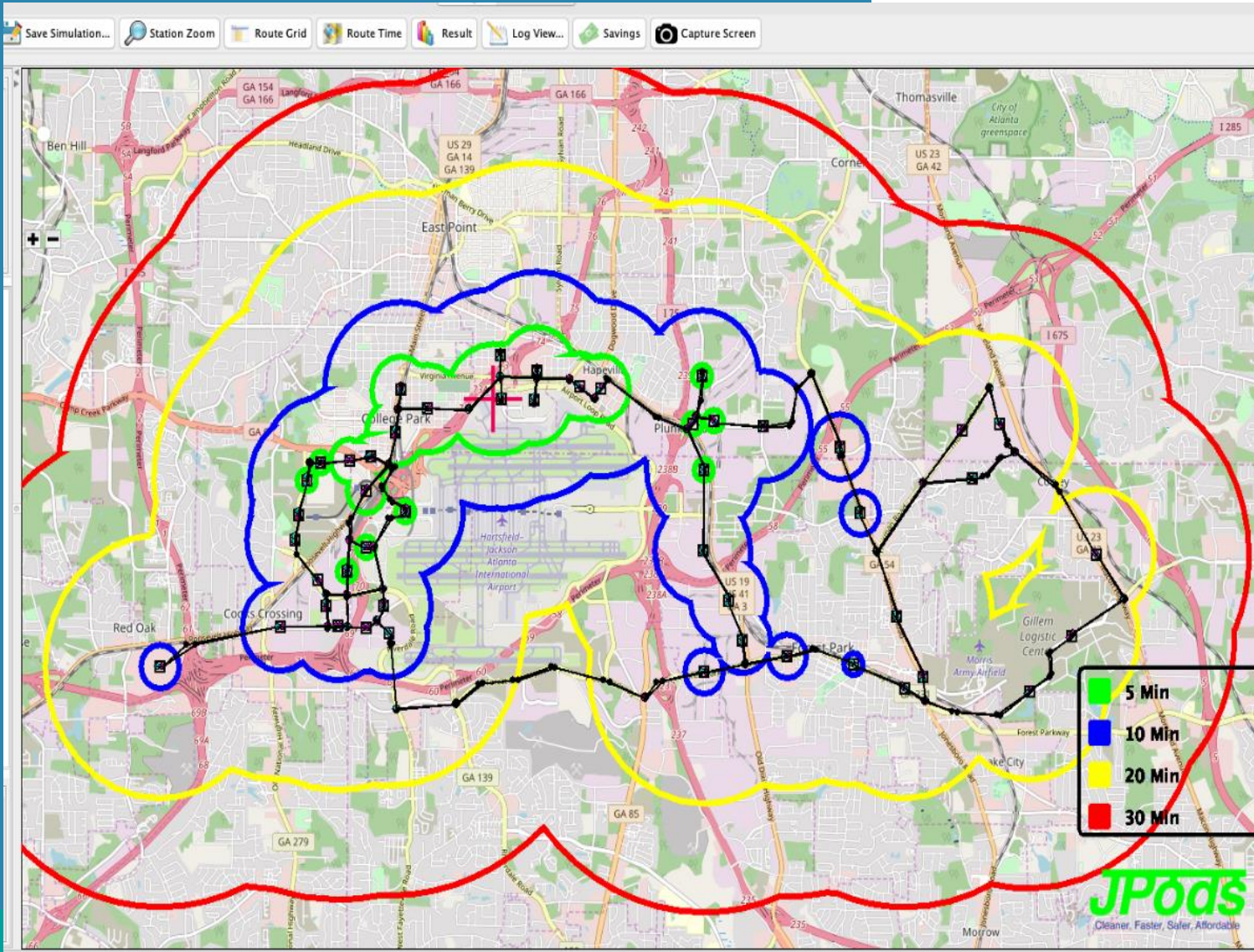




# GEORGIA MOBILITY'S EXPERTISE

- Executive Chairman: J.T., Williams – Has developed over 16 thousand acres in Georgia and Florida and J.T., has advised 3 Governors on Transportation projects
- CEO: Auta Lopes - Has financed hundred of Millions of dollars in Public, Private Partnerships across the nation
- Lead Design Engineer: Jim Lowe - Is a premier design and engineering specialist for major infrastructure projects
- Director: Ray McClendon - Public, Private Partnerships and financing strategist

# THE COLLEGE PARK NETWORK DESIGN



- Georgia Mobility Route-Time™ powered by JPod's, calculates travel times, network size, number of vehicles, etc...
- Walk-Ride-Walk times are calculated from the center of each station (center of circles):
- ***Basically, the entire airport community would be within 20 minutes of anywhere in Aerotropolis jurisdiction, 24X7, without a car***

- **Green:** 5 minutes
- **Blue:** 10 minutes
- **Yellow:** 20 minutes
- **Red:** 30 minutes

# GEORGIA MOBILITY ORGANIZATIONAL STRUCTURE

## Founder and CEO: Bill James, JPods LLC / Preferred Technology partner

- Founder and CEO: JITCorp (present)
- Founder: ASI Datamyte, Inc.
- Engineer and Subcontractor, Honeywell
- Army Infantry Officer
- West Point Graduate

## CEO: Charles (Charlie) W. Fletcher, Jr.

- Georgia Mobility Company:
- A JPods Master Mobility Co
- Military Operations:
- Defense Transportation System & Army Logistics Programs (Europe, Pacific Rim, and the Middle East)
- Managed TRANSCOM IT portfolios (\$350M)
- Portfolio Manager for the Army's log IT
- \$1B expansion to satellite connectivity
- Commanding General, Corps Support Command, Germany & Iraq (2001-2003)

# THANK YOU! NEXT STEPS

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