

**INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
THE ATLANTA-REGION TRANSIT LINK AUTHORITY
AND
COBB COUNTY
FOR XPRESS OPERATIONS IN COBB COUNTY**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”), effective as of October 1, 2023 (the “Effective Date”), is made by and between the Atlanta-Region Transit Link Authority (“ATL”), an authority of the State of Georgia, and Cobb County (“Cobb”), a county in the State of Georgia. ATL and Cobb may collectively be referred to as the “Parties” and individually as the “Party.”

WITNESSETH:

WHEREAS, the Georgia Regional Transportation Authority (“GRTA”) and Cobb County previously entered into an Intergovernmental Agreement relating to the Operation for the Land Public Transportation System, as amended, effective June 13, 2002, wherein GRTA and Cobb agreed that Cobb would operate a portion of GRTA’s regional express commuter bus service in Cobb County; and

WHEREAS, GRTA and Cobb previously entered into an Intergovernmental Agreement relating to the Operation for the Land Public Transportation System (“2015 IGA”) on March 23, 2015, amended by that First Amendment to Extend the IGA on July 1, 2016; and

WHEREAS, as of July 1, 2017, the State Road and Tollway Authority (“SRTA”) began operating the regional express commuter bus service, that was previously operated by GRTA, known as “Xpress”; and

WHEREAS, SRTA and Cobb entered into the Third Amendment to the 2015 IGA, effective July 1, 2018, and a Fourth Amendment, effective July 1, 2019, for providing commuter bus services on behalf of Xpress in Cobb, which superseded all previous agreements between the Parties for the Xpress Service in Cobb County (“Xpress Service”); and

WHEREAS, SRTA and Cobb entered into an Intergovernmental Agreement, effective January 1, 2020 (“2020 IGA”), for providing commuter bus services on behalf of Xpress in Cobb, and for engaging First Transit, Inc. to operate a portion or all of the Xpress Service in Cobb County in addition to Cobb’s own CobbLinc services, which superseded all previous agreements between the Parties for the Xpress Service in Cobb County; and

WHEREAS, SRTA assigned the 2020 IGA to the ATL, effective July 1, 2020; and

WHEREAS, ATL and Cobb desire to enter into a new agreement whereby Cobb will, as part of its contract with Transdev Services, Inc. (the “Contractor”), engage Contractor and/or any successor to Contractor, to operate a portion or all of the Xpress Service in Cobb County in addition to Cobb’s own CobbLinc services; and

WHEREAS, ATL and Cobb intend that this Agreement shall revise and restate the obligations of each Party, and that this Agreement supersedes the previously executed Intergovernmental Agreements mentioned above; and

WHEREAS, in order to assist in performing the CobbLinc and Xpress service, Cobb has entered into a Transit System Award Agreement, effective as of October 1, 2023, with Contractor, to provide transit system operations and maintenance services (“Contractor Contract”) on CobbLinc and Xpress routes; and

WHEREAS, the Parties intend that this Agreement shall provide for the appropriate use, control and compliance with federal rules and regulations for the facilities and equipment acquired using Federal Transit Administration (“FTA”) Grants for the Cobb operated portion of the Xpress Service and that Cobb shall ensure compliance with all applicable FTA rules pursuant to this Agreement; and

WHEREAS, the Constitution authorizes intergovernmental agreements whereby state and local governments may contract without one another “for joint services, for the provision of services, or for the joint or separate use of facilities or equipment; but such contracts must deal with activities, services or facilities which the parties are authorized by law to undertake or provide.” Ga. Const. Art. IX, §III, ¶ I(a).

NOW THEREFORE, for and in consideration of the mutual promises, the public purposes and acknowledgements and agreements contained herein, together with other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **INCLUSION AND PRIORITY OF DOCUMENTS.** The Contractor Contract, which is incorporated herein by reference as **Exhibit II** and this Agreement (including all Amendments, documents and exhibits referenced in this Agreement) shall collectively be called the “Agreement Documents.” In the event of a conflict among the Agreement Documents, then this Agreement shall control over the Contractor Contract.
3. **XPRESS SERVICE.** Cobb agrees to provide for the operations and maintenance of the buses required to provide the Xpress Service in Cobb County, on ATL’s behalf. ATL shall provide Cobb with the buses necessary to provide such Xpress Service. The Xpress commuter bus service shall be provided under the terms and conditions of this Agreement and, where applicable, according to the Contractor Contract with Transdev Services, Inc. The Xpress Service shall be operated according to the Xpress routes as provided by ATL and as set forth more fully in **Exhibit I**. Cobb shall direct the Contractor to deliver the Xpress Service in a safe, professional, and courteous manner.
4. **ATL DUTIES AND RESPONSIBILITIES.**
 - 4.1 **System Planning and Administration.** ATL shall be responsible for all planning activities on Xpress Service routes including, but not limited to scheduling, setting days and hours of operation, designating bus stop locations, designating the location of bus stop improvements, preparing planning documents, budgeting, grant applications, and other such activities applicable to Xpress Service. ATL may inspect the vehicles, equipment, services and facilities related to this Agreement at any time convenient to ATL by giving CobbLinc at least twenty-four (24) hours’ notice as long as the inspection does not unreasonably interfere with operations. ATL may require ATL employees, designees, consultants and or contractors to ride the services intermittently to monitor the quality of the service delivery, conduct on board surveys, plan service changes/schedules, and to ensure compliance with this Agreement and all State and federal rules or regulations.
 - 4.2 **Advertising, Media Inquiries, and Promotion.** ATL shall remain responsible for preparing and disseminating Xpress Service schedules and paying for all advertising and promotional materials used to inform customers of Xpress Service operations and to promote ridership. ATL may, at its discretion, provide free or reduced fare passes for the purpose of promoting the Xpress Service.

4.3 CAD/AVL System. ATL will provide, at no cost to Cobb, the Computer Aided Dispatch/Automatic Vehicle Locator (“CAD/AVL”) System. Cobb agrees Contractor shall utilize the CAD/AVL provided by ATL for all Xpress Service routes.

4.4 Electronic Destination Signs. ATL will provide, at no cost to Cobb, the electronic destination signs and programming of those signs for use on the Xpress Service revenue vehicles.

4.5 Advertising Program. Upon written request to ATL’s Chief Transit Officer, consent to place advertising on Xpress Service vehicles may be granted at ATL’s sole discretion.

4.6 ATL Equipment Returns. Should either Party terminate this Agreement, or if certain route(s) of service expire, or if the Term expires, Cobb agrees that any Equipment provided by ATL pursuant to this Agreement shall be removed by and returned to ATL, at ATL’s cost, upon sixty (60) days’ notice to Cobb. “Equipment” shall be defined herein as including all ATL-provided equipment such as fareboxes, Breeze equipment, vault(s), CAD/AVL, computer and probing equipment, and electronic destination signs, but shall not include the Cobb provided radios. The removal of such Equipment shall be coordinated between the Parties and shall specifically allow appropriate third-party vendors to assist as needed.

4.7 Transit Asset Management. ATL will ensure Xpress revenue service vehicles are owned, operated, and managed in compliance with the FTA’s Transit Asset Management (TAM) rule set forth in 49 CFR part 625.

5. COBB COUNTY DUTIES AND RESPONSIBILITIES.

5.1 Daily Operations. Cobb shall manage the day-to-day operations of the Xpress Service as part of the Contractor Contract in order to provide the Cobb portion of Xpress Service as set forth more fully in this IGA. Cobb shall cooperate and coordinate with ATL on all matters relating to operations, monitoring, reporting, and service performance measures of the Xpress Service. Cobb agrees to enforce the applicable provisions of the Contractor Contract, or any future contractor contract, as it may be applied to the Xpress Service portion of services. Cobb shall remain entirely responsible for enforcing all contract provisions, terms, and conditions with respect to Xpress Service under the terms of the Contractor Contract.

5.2 Operations & Maintenance Facility. Xpress Service shall operate out of the Cobb maintenance facility located at 463 Commerce Park Drive, Suite 112, Marietta GA 30060.

5.3 Fare Media. Cobb shall accept Breeze fare media for payment on Xpress Service. Cash and Breeze fare media are the only forms of payment acceptable on all Xpress Service routes.

5.4 Diesel Fuel. Cobb will provide diesel fuel (“Fuel”) for use in Xpress Service vehicles. ATL shall be responsible for reimbursing Cobb for the actual cost of fuel used less any applicable federal or state motor fuel tax refunds for vehicles used on Xpress Service routes. Cobb shall provide ATL with a fuel utilization report showing a cost per gallon, on a monthly basis, that excludes the cost of any Fuel attributed to an emergency requisition of Xpress Service vehicles by Cobb.

5.5. Radio Communication System. Cobb shall be responsible for providing the radio system for Xpress Service buses at no cost to ATL. Cobb shall provide at least three-hundred and sixty-five (365) calendar days’ notice to ATL of its intent to procure new radio systems. Any cost(s) related to the installation of new radios would be reimbursed by ATL under ATL’s normal invoicing processes and

procedures, upon receipt of an invoice for such Work. Cobb shall be responsible for the coordination with Contractor for the provision of any ongoing maintenance and support of the bus radios at no cost to ATL.

5.6 Reserved.

5.7 Lost and Found. Cobb will incorporate the Xpress Service into its existing lost and found program. ATL shall refer all lost and found inquiries to Cobb.

5.8 Federal, State, Local, and County Regulations. Cobb shall be responsible for the operation of the Xpress Service in full compliance with all applicable federal, state, and local laws, rules, and regulations. Cobb shall operate the Xpress Service in accordance with the FTA Master Agreement.

5.9 Documentation. Cobb shall require its Contractor to maintain and provide accurate and complete Documentation, which Cobb will provide to ATL, upon request. For the purposes of this Agreement, "Documentation" shall include but not be limited to those records, reports and information as set forth more fully in **Exhibit A (the RFP) to the Contractor Contract**. On a monthly basis, Cobb will provide ATL with all Documentation required by the reporting requirements, policies, procedures, standards, and performance measures of the Contractor Contract within five (5) days of the close of the previous month or within five (5) days from when Contractor provides such Documentation to Cobb. For any other documentation request by ATL, Cobb shall provide the Documentation to ATL within five (5) business days.

5.9.1 NTD Reporting Data. Cobb shall submit required National Transit Database ("NTD") safety and operational data to ATL to submit to FTA for all Xpress Service Routes operated by Cobb on behalf of ATL. ATL shall be the agency responsible for reporting all Xpress routes operated by Cobb to NTD. Cobb shall be responsible for ensuring that all reported NTD data is accurate and meets FTA requirements and definitions. Cobb and/or Contractor shall maintain the most recent NTD data collection procedures for reporting at the appropriate level. The following is a sample of the required reports that shall be submitted to ATL and may be subject to change depending on future FTA requirements:

- a) Monthly Reports – Cobb will submit the following NTD reports to ATL with the monthly performance reports and invoice:
 - 1) Ridership Activity (MR-20) by mode; and
 - 2) Safety and Security Monthly Summary Report (SS-50).

- b) Annual Reports – Within thirty (30) days of the Effective Date of this Agreement and thereafter by request from ATL, Cobb shall complete and submit to ATL the following NTD reporting forms:
 - 1) Form F-30, Operating Expenses (by mode);
 - 2) Form A-10, Stations and Maintenance Facilities;
 - 3) Form A-20, Transit Way Mileage Non-Rail;
 - 4) Form A-30, Revenue Vehicle Inventory (unless new vehicles, only mileage data need updating) including Energy Consumption Non-Rail;
 - 5) Form R-20, Maintenance Performance;
 - 6) Form B-30, Contractual Relationship;
 - 7) Form S-10, Transit Agency Service. Back-up documentation justifying the data shown regarding "service supplied" and "service consumed" shall be supplied. This includes all passenger mile sampling data, summary, and

tabulation. Cobb is on the 3-year cycle for passenger mile data collection. The next data collection year for Cobb will be fiscal year 2024;

- 8) Appropriate annualized MR-20 forms for report year; and
- 9) Cobb shall assist ATL and its consultant(s) in the compilation and submission of ATL's annual report, due to FTA by no later than October 31 of each year following the end of ATL's fiscal year in June. Rather than waiting until the end of a report year, NTD report preparation may include the Contractor's periodic submittal of data throughout the report year. In any event, Cobb will submit to ATL required information pertaining to the NTD in a timely manner. Should FTA request revisions or explanations for any portion of the annual NTD report, Contractor will provide enhanced or additional data in a timely manner – at least five (5) days prior to the ATL NTD deadline. If data is not provided in a timely manner or is inaccurate, ATL and Cobb will have a daily conference call until such time as all information available. Cobb, through its Contractor, will accurately complete the data within a reasonable time after notice from ATL that any such data is untimely and/or inaccurate.

5.9.2 Daily Operations Reports. No later than 1:00 PM on the following business day, Cobb and/or Contractor shall submit a Daily Operations Report (in a format approved by ATL and Cobb). Subject to approval by the Parties, the Daily Operations Report may be in the form of a single report or provided as part of multiple documents that collectively provide the information. This report (collectively, the "Daily Operations Report") shall summarize the previous day's operations activities relevant for each service separately (Xpress Service and CobbLinc) including, but not necessarily limited to:

- Vehicle availability, assignments, and operating details:
 - Scheduled trips;
 - Route assignments, including standbys, by bus;
 - Serviceable vs. out-of-service status by bus;
 - Revenue hours and miles – total and by bus;
 - Deadhead hours and miles – total and by bus; and
 - New out-of-service designations;
- Vehicles with inoperable ADA equipment including, wheelchair lifts, PA systems, destination signs, talking bus, CAD/AVL, identified by bus number, block number and trip affected, and resolution of the issue;
- Farebox issues prior to or during revenue service, identified by bus;
- Road call details (on-road failures) for any bus or equipment failure that occurs while the bus is off of the yard, including but not limited to interruptions to revenue service:
 - Description of a problem with the vehicle;
 - Vehicle number;
 - Block number and route (if applicable);
 - Time and location of the failure; and
 - How the service was handled;
- Accidents/incident details for both on-road and on-yard incidents:
 - Bus number;
 - Route and block number (if applicable);
 - Passengers affected;
 - Time and location of the incident;

- Weather and road condition;
- How the incident was handled; and
- NTD Safety and Security Major Event Report (SS-40) when applicable;
- Dispatch log that records all radio communication received from operators, supervisors, and maintenance and safety offices, identified by vehicle number, block number, a brief summary of the incident, and name of the driver reporting;
- Name of dispatchers and supervisors on duty for AM and PM service;
- Lists of any supervisors that operated a revenue vehicle in revenue service, with block number and number of revenue hours;
- Trips and timepoint observations conducted by supervisors and number of buses observed running late, early or on time with time difference notated;
- Detours with all relevant information including, routes/trips affected, begin and end time, reason for detour, bus stops not served, time customer service and ATL staff notified;
- On time performance details by route and block number, and systemwide:
 - Late trips, defined as any trip that leaves the first timepoint more than 5 minutes late;
 - Missed trips, defined as any trip for which one or more timepoints are not served within 15 minutes after the scheduled stop time;
 - Percent on-time performance; and
 - Number of revenue hours missed;
- Ridership (boardings and alightings) by stop, trip, route, and systemwide, including wheelchair and bicycle boardings; and
- Any other unusual circumstances affecting daily operations.

5.9.3 Weekly Operations Data Review. No later than 1:00 PM on Wednesday of each week, Cobb and/or Contractor shall have reviewed and reconciled any discrepancies on the Daily Operations Reports for the previous Monday-Friday workweek, notifying ATL (in a format approved by ATL and Cobb) of any necessary changes, based on information that may have come to light since the submission of each Daily Operation Report. Weekly data review shall include, but not necessarily be limited to:

- Passenger movements (boardings and alightings) by stop, trip, and route on each service date;
- Schedule adherence information, including missed trips, early trips, and percent on-time performance;
- Number of accidents by date, and accident details as described in Section 5.9.2;
- Number of road calls by date, and road call details as described in Section 5.9.2;
- Number of ADA incidents by date, and these incident details as described in Section 5.9.2;
- Number of supervisors driving for operations by date, including the name of the supervisor and trips operated;
- Vehicle revenue hours and miles, systemwide and by bus; and
- Vehicle deadhead hours and miles, systemwide and by bus.

5.9.4 Monthly Operations Summary Reports. No later than 1:00 PM on the 10th day of each month, Cobb and/or Contractor shall submit a Monthly Operations Summary Report (in a

format approved by ATL and Cobb). This report shall summarize the previous month's activities, including but not necessarily limited to:

- Number of accidents involving Xpress routes and/or buses, whether in or out of service, whether on the road or on the yard, identified by bus number, route number (if applicable), block number and trip affected, location of the accident, and preventability (preventable or non-preventable) determination;
- Number of road calls on Xpress buses, meaning any bus failure occurring while the bus is off the maintenance yard, and related details such as route number (if applicable), block number and trip affected, location of the failure, type of failure, and action taken;
- Number of ADA incidents, defined as any in-service failure of ADA equipment, or any incident involving passengers known to have disabilities, including bus number, route number, and delay to affected passengers in minutes;
- Schedule adherence information, including missed trips, early trips, and percent on-time performance for the month;
- Vehicle revenue and deadhead hours and miles, systemwide; and
- Total vehicle miles, systemwide and by bus.

5.10 Risk of Loss and Contractor Insurance. The Parties intend that Contractor shall have sole responsibility for risk of loss to ATL and Xpress Service vehicles and associated on-bus equipment and software. Cobb agrees that Contractor's Contract requires Contractor to maintain adequate insurance, including insurance contemplated in this Agreement. Under the Contractor's Contract, Contractor is obligated to maintain insurance coverage for all service for which Contractor has contracted, including the Xpress Service, identical to that provided for Cobb under the terms and conditions of the Contractor Contract. Contractor shall procure the insurance coverage identified in the Contractor Contract at the Contractor's expense and shall furnish ATL an insurance certificate listing ATL as the certificate holder and an endorsement listing ATL as an additional insured. Such insurance coverage shall be primary with respect to ATL and its Indemnitees. Any insurance or self-insurance maintained by ATL or its Indemnitees shall be in excess to the coverage of the Contractor's insurance and shall not contribute to it.

5.11 Providing Information to and Securing Information and Documentation from the Contractor. Cobb shall be responsible for notifying the Contractor that Cobb will be operating portions of the Xpress Service, and Cobb shall be responsible for providing detailed information to the Contractor about the service and vehicles. Cobb shall also be responsible for securing agreement from the Contractor with respect to the provision of services for the applicable portions of the Xpress Service and ATL's vehicles under the same terms and conditions as are outlined in the Contractor Contract. Cobb shall also be responsible for securing agreement from the Contractor to make sure that ATL, its employees, Board members, and vehicles are insured in the same manner as Cobb County, its employees, Commissioners and vehicles are insured and indemnified under the Contractor Contract.

5.12 Transit Asset Management. Cobb will ensure TAM compliance for ATL's revenue service vehicles and ensure that Xpress vehicles are operated and managed in compliance with the FTA's TAM rule set forth in 49 CFR part 625.

6. SERVICE LEVELS AND OTHER OBLIGATIONS.

6.1 ATL Xpress Bus Routes and Fares. The agreed-upon current and possible future routes are set forth in **Exhibit I**. The agreed to annual service levels, routes, and hours are included in **Exhibit I**, as may be amended. ATL reserves the right to adopt the Xpress fare structure, at any time during the Term of this Agreement, upon ninety (90) days' written notice. Reciprocal fares will be accepted in the same manner as the Cobb/MARTA Reciprocal Fare Agreement between all of the Cobb County services, including existing express and local routes, and all of the Xpress Services including the services operated by ATL, CobbLinc, and Gwinnett County Transit

6.2 Cobb Invoicing. Cobb will invoice ATL for "fixed route" Xpress service provided by the Contractor in the Contractor Contract based on a calculation of revenue hours and rate of the Contractor Contract. The revenue hour rate shall be the same for the Xpress routes as is identified for the remainder of Cobb's express route service. The service levels shall be as set forth in **Exhibit I**, as may be amended. ATL will reimburse Cobb based on the fixed route service costs, minus farebox revenue, Breeze card transaction sales, and any liquidated damages assessed for Xpress service (this calculation shall be defined as "Net Operating Costs"). Cobb will also invoice ATL for other reimbursable expenses as contemplated in this Agreement. Cobb will invoice ATL on a monthly basis as required in this **Section 6 (Service Levels and Other Obligations)**. ATL shall make payments for undisputed amounts to Cobb within thirty (30) calendar days after receipt of each invoice, all required reports, and documentation, which must be submitted to ATL by Cobb or its Contractor, as applicable.

6.3 Maximum Compensation. The total maximum compensation for the Initial Term of this Agreement is One Million Five Hundred Seventeen Thousand Seventy-Five Dollars and Ninety-Eight Cents (\$1,517,075.98) as set forth in **Exhibit I**. In no event shall compensation exceed this amount for the Initial Term.

6.4 Service Changes. ATL reserves the right to modify existing Xpress Service levels during the Initial Term, and any Renewal Term, if applicable, of this Agreement to include termination of some or all Xpress Service routes due to unavailability of funding, customer needs, and changing service standards. Cobb agrees to consider future additional Xpress routes shown on **Exhibit I** as requested by ATL, with Cobb's approval not to be unreasonably withheld. Cobb agrees that ATL may subtract any number of routes from the Xpress Service routes currently published and cease to provide such service. Prior to any changes in Xpress Service, ATL and Cobb shall meet to discuss and coordinate the desired changes and thereafter, upon at least thirty (30) days prior written notice, such changes shall be implemented by Cobb, provided, however, that all such changes comply with all applicable FTA rules and regulations.

6.5 Mutual Aid. The Parties agree to assist each other in the event of an emergency or where one Party has requested assistance be provided to facilitate the rapid mobilization of vehicles, personnel, equipment, and supplies. In the event Cobb uses Xpress Service vehicles on routes other than those designated for Xpress Service, Cobb will provide revenue vehicles for the Xpress Service routes and reimburse ATL for operating costs and fuel. If confronted with an emergency situation, an authorized ATL or Cobb employee may request, in writing, assistance from the other party ("Requesting Party") by contacting the other party's Transit Operations Manager ("Responding Party"). Upon receipt of such a written request, the Transit Operations Manager of the Responding Party shall immediately take the following actions:

- a) determine if the Responding Party has the vehicles, personnel, equipment, and supplies available to respond to the Requesting Party; and

- b) determine what available vehicles, personnel, equipment, and supplies should be dispatched; and
- c) once the appropriate assistance has been identified, the Responding Party shall dispatch the vehicles, personnel, equipment, and supplies requested or if there is no availability, the Responding Party shall inform the Requesting Party as soon as practicable recognizing that time is critical in such emergency situations.

Cobb will provide ATL with daily reports regarding the use of Xpress Service revenue vehicles on non-Xpress routes as well as the use of CobbLinc coaches on Xpress routes.

7. TURNOVER PROCEDURES.

7.1 Turnover to Cobb Upon Expiration or Termination. Upon termination of this Agreement, Cobb shall return all ATL-owned vehicles and Equipment to ATL in a State of Good Repair, as contemplated by the FTA, with no deferred maintenance or damage. The Turnover Procedures outlined in the Contractor's Contract shall be followed during the turnover period. Cobb shall not be responsible for the repair or remediation of items determined to be worn, but in full working condition and within their useful service lives.

- 8. COMMENCEMENT DATE AND TERM.** This Agreement shall begin on the Effective Date and continue through June 30, 2025, unless terminated sooner ("Initial Term"). The Parties may elect to renew this Agreement on the same terms and conditions for up to two (2) additional renewal periods with a term of up to two (2) years each, with one (1) year prior written notice of intent to renew to the other Party (a "Renewal Term"). Any renewal must be made in writing and signed by both Parties. The Initial Term and any and all Renewal Term(s) may be referred to collectively as the "Term."
- 9. TERMINATION.** Either Party may terminate this Agreement for any reason with one hundred twenty (120) days written notice. Either Party may terminate this Agreement for cause based on the default of the other party, in the same manner as specified in the Contractor's Contract. Termination of this Agreement shall not affect the Contractor's Contract. Unless set forth in this Agreement, no breach, default, or failure to perform by ATL or Cobb shall constitute a breach, default, or failure to perform under this Agreement. Termination of the Contractor Contract shall not constitute termination of this Agreement. Provisions of this Agreement which by their nature should survive the termination of the Agreement will survive any termination of this Agreement. If any term of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term of this Agreement or invalidate or render unenforceable such term in any other jurisdiction.
- 10. DISPUTE RESOLUTION.** The Parties shall make reasonable efforts to settle any dispute arising under this Agreement. The Parties shall seek to resolve all such disputes expeditiously and in good faith. In the event that any party determines that the parties are unable to resolve a dispute involving an alleged failure to perform or other alleged breach of this Agreement, the disputing Party must furnish a written notice to the other Party, setting forth in detail the dispute. Such notice must be addressed, if to ATL to the Executive Director, and if to Cobb County, to its Transit Division Manager/Deputy Director of Cobb County Department of Transportation (DOT), at the addresses given below. Within five (5) days after the receipt of the notice by the receiving Party, the two Parties Transit Division Manager's shall meet in ATL's offices to attempt to resolve the dispute. If the Parties cannot resolve the dispute then, within ten (10) days of receipt of such notice, the Executive Director of ATL and

Cobb's DOT Director shall meet in ATL's offices to attempt to resolve the dispute. If the Executive Director of ATL and Cobb's DOT Director cannot resolve the dispute or otherwise agree to extend the time within which to attempt to resolve the dispute, then they may pursue any such remedy as may be available under the laws of the State of Georgia. Notwithstanding the foregoing, in the event that the statute of limitations, or other applicable limitation period, would run and/or expire during the required dispute resolution period, either Party may institute litigation so as to avoid the running of such limitation period upon the condition that such Party immediately seek a stay of such litigation pending the conclusion of the dispute resolution period.

11. RESERVED.

12. MISCELLANEOUS.

12.1 Time is of the Essence. Time is of the essence for this Agreement.

12.2 Assignment. Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by any Party without the prior written consent of the other Party. Any such assignment must be in writing, and shall include an assumption by the assignee thereof of the assignor's obligations hereunder

12.3 Notice. Any notices, requests, demands or other communications that may be required hereunder, shall be in writing and transmitted via hand delivery, overnight courier, or certified mail to the Parties at the respective addresses set forth below. Notices may also be sent by email provided that the recipient acknowledges receipt. Notices will be deemed to have been given when received, unless otherwise noted in the Agreement.

If to ATL:
Atlanta-Region Transit Link Authority

245 Peachtree Center Avenue, N.E.
Suite 2200
Atlanta, GA 30303
Attention: Executive Director

If to Cobb County:
Cobb County Department of Transportation,
Transit Division
463 Commerce Park Drive
Suite 112
Marietta, GA 30060-2737
Attention: Transit Division Manager/Deputy
Director

With copy to:

Atlanta-Region Transit Link Authority
245 Peachtree Center Avenue, N.E.
Suite 2200
Atlanta, GA 30303
Attn: General Counsel

With copy to:

County Manager
100 Cherokee Street
Suite 300
Marietta, GA 30090

And with a copy to:

Cobb County Attorney
100 Cherokee Street, Suite 350
Marietta, GA 30090

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

12.5 Survivability. If any provision of this Agreement, or any portion thereof, should be ruled void, invalid, or unenforceable by any court of competent jurisdiction, then the remaining portion of such provision and all other provisions of this Agreement shall survive and be applied, and any invalid or unenforceable portion shall be construed or reformed to preserve as much of the original words, terms, purpose and intent as shall be permitted by law.

12.6 Governing Law. This Agreement shall be governed by Georgia law, without regard to its conflict of laws and provisions.

12.7 No Third Party Beneficiary. Nothing herein shall be construed as conferring upon any person or entity, other than the Parties hereto, any rights or benefits under or by reason of this Agreement.

12.8 Authority. The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document

12.9 Amendment. No amendment, change, or modification to this Agreement shall be binding upon the Parties unless such amendment, change, or modification is in writing and duly executed by all the Parties.

12.10 Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

12.11 Counterparts. This Agreement may be executed in counterparts which, when taken together, will constitute one agreement. Copies of this Agreement will be equally binding as originals and faxed or scanned and emailed counterpart signatures will be sufficient to evidence execution.

12.12 Entire 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.

(Remainder of Page Intentionally Left Blank)

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

Atlanta-Region Transit Link Authority

Cobb County

By: _____

By: _____

Name: Jannine Miller

Name: Lisa N. Cupid

Title: Executive Director

Title: Chairwoman, Cobb County Board of Commissioners

Date: _____

Date: _____

Attest:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attachment A:

EXHIBIT I: ROUTES AND COST CALCULATION FOR XPRESS ROUTES TO BE OPERATED BY COBB COUNTY

Current Xpress Routes to and from Cobb County: 476 and 480

	Cost Per Revenue Hour (Transdev)	FY 2024 (October 1, 2023 to June 30, 2024 only)	FY 2025
Operating Statistics			
Daily Revenue Hours		19.35	19.35
Operational Days		188	251
Annual Revenue Hours		3,638	4,857
Variable Costs			
Wages and Fringes			
Operator Wages and Fringes	\$49.71	\$180,835.04	\$241,434.01
Mechanic Wages and Fringes	\$6.53	\$23,754.83	\$31,715.23
Utility Wages and Fringes			
<i>Subtotal Variable Cost for Wages and Fringes</i>	<i>\$56.24</i>	<i>\$204,589.87</i>	<i>\$273,149.24</i>
Other Variable Costs			
Fluids, Lubricants and Oils	\$0.63	\$2,291.81	\$3,059.82
Tires	\$1.18	\$4,292.60	\$5,731.08
Vehicle Servicing	\$21.27	\$77,376.01	\$103,305.20
Farebox Pricing	\$0.01	\$36.38	\$48.57
Uniforms, Drug Testing and DoT Physicals	\$0.58	\$2,109.92	\$2,816.97
Other Variable Costs	\$0.08	\$291.02	\$388.55
Related Overhead	\$5.41	\$19,680.50	\$26,275.56
Related Profit	\$2.81	\$10,222.22	\$13,647.75
<i>Subtotal Variable Costs for Other Variable Costs</i>	<i>\$31.97</i>	<i>\$116,300.47</i>	<i>\$155,273.49</i>
Total Variable Costs for Xpress Route Services	\$88.21	\$320,890.34	\$428,422.74
Fuel Expense Estimate			
Estimated Fuel Expenses		\$220,370.40	\$293,827.20
Fixed Rate per Revenue Hour	\$29.85	\$108,588.33	\$144,976.97
Total Rate per Revenue Hour			
Total Rate per Revenue Hour*	\$118.06	\$429,478.67	\$573,399.71

FY24 & FY25 Combined Totals	
Total Variable Costs	\$749,313.08
Estimated Fuel Expenses	\$514,197.60
Total Fixed Costs	\$253,565.30
Total Costs	\$1,517,075.98

* Total rate per revenue hour will be the cost used in all future Xpress service billing.

EXHIBIT II
CONTRACTOR CONTRACT

Incorporated by Reference