MEMORANDUM OF UNDERSTANDING

for the

PIEDMONT ALLIANCE FOR QUALITY GROWTH

This Memorandum of Understanding (MOU) is made by and between members of the Piedmont Alliance for Quality Growth. Review of this Memorandum shall be made on or before March 31, 2011, at which time this Agreement may be extended, modified, or terminated.

This Memorandum of Understanding is designed to reflect the understanding of the members of the Piedmont Alliance for Quality Growth hereinafter PAQG at the time of its adoption on March 11, 2010 in Macon, Georgia.

SECTION I: Introduction
The Piedmont Alliance for Quality Growth recognizes the need for inter-state communication, interoperability, and cooperation. While each town, city, region, and state has well-established capabilities within their own boundaries, traditional planning techniques do not necessarily respond to today's needs. Infrastructure realities—particularly in transportation, water and energy—have highlighted the need for government agencies, businesses, and academia to work together to establish communications and mutual cooperation plans, not only across traditional jurisdictional boundaries, but across disciplines as well. It is the value of promoting and preserving the natural and cultural resources of the region, while accommodating future economic growth that brings us together. In recognition of the value to the megaregion, we focus our efforts on the quality growth and development of the Piedmont Atlantic Megaregion.

SECTION II: Purpose
The purpose of the Piedmont Alliance for Quality Growth is to position the Piedmont Atlantic Megaregion to excel in the global and national marketplaces. The Alliance supports an organized method of coordinating government agencies, private corporations, and academic institutions to identify and expedite planning and implementation of needed infrastructure in the Piedmont Atlantic Megaregion in order to maintain and increase global economic competitiveness, while improving the quality of life of the region.

SECTION III: Scope
The scope of the Piedmont Alliance for Quality Growth includes government officials, private corporations, academic institutions and interested individuals. Each agency group and individual has its own interoperability and capabilities beyond the Alliance.

SECTION IV: Organization and Membership
Memberships in the Piedmont Alliance for Quality Growth is open to all who plan, design, finance, or build quality community systems and/or those connecting metropolitan areas. A membership fee structure, to be reviewed annually, will provide for the operational expenses of the Alliance which will provide for a budget and work program approved by the membership. The annual fee for membership shall be:

- Sponsor- $1500.00
- Patron- $750.00
**Leadership Board**

The Leadership Board is the decision-making body for the Alliance. It shall meet no less than three times a year or as needed to provide policy guidance to the Alliance. Meetings of the Leadership Board may be accomplished via electronic communication. The Leadership Board looks at the implications of long-term trends and frames the Alliance’s long-term goals accordingly. It must also approve all strategic planning actions and any organizational restructuring. The Leadership Board decides what issues must go to the full Board for consideration, and may choose to take an action as the leadership without a full Board meeting.

**Membership** - Leadership Board membership consists of not more than 13 persons selected from the membership to include: 3 mayors, 3 business representatives, 3 academic officials, and 4 at-large members.

**Decision Process** - The Leadership Board operates by consensus to the extent possible. When votes are needed to set priorities or to take specific action, each member will have one vote. Decisions will be made by a simple majority of those present at a meeting. However, in advance of Leadership Board meetings, a specific input and ballot on action items may be sought from those unable to attend and those votes shall count toward the final vote count.

**Succession** - The term for members of the Leadership Board shall be two years, with a maximum of four consecutive years. Board members will be selected by their peer group in each category, except in the case of the at-large appointments which will be chosen by nomination and a simple majority vote by membership.

**Committees**

The Leadership Board, at its discretion, may create and appoint committees, either standing or temporary. Committees are established for focus areas as determined by the Leadership Board. The role of a Committee is to guide the Alliance activity within that area of program emphasis and expertise. Membership is from the Alliance agencies, but participation is open to anyone with an interest in the goals of the committee, including representatives of private or corporate entities.

**Membership** - Membership will be created on an as-needed basis.

**Succession** - Membership will be succeed on an as-needed basis.

**Meetings**

All Board meetings shall be open to the membership and shall occur on a trimester schedule, rotating the meeting location among the membership.

**SECTION V: Definitions**

**Megaregions** are geographic areas—networks of metropolitan centers and their surrounding areas—connected by existing environmental, economic, cultural, and infrastructure relationships. Currently, there are 10 identified megaregions in the United States, including the Piedmont Atlantic Megaregion in the Southeast.

The **Piedmont Atlantic Megaregion (PAM)** comprises the all or part of six states in the southeastern United States including: Alabama, Florida, Georgia, North Carolina, South Carolina and Tennessee. Anchored by the I-20/I-85 corridor that runs from Birmingham, Alabama, through Atlanta, Georgia, to Raleigh-Durham, North Carolina, PAM also reaches north to Nashville, Tennessee south to Jacksonville, Florida.

**SECTION VI: Policy**

The Piedmont Alliance for Quality Growth may adopt policy statements as needed to proffer or express positions and/or direction on a specific subject or to direct the organization.
SECTION VII: Updates to the MOU
This MOU may be amended or replaced in its entirety in the same manner as originally approved. Beyond the provisions of this agreement, no future obligation of any member is implied. A member may withdraw from the membership at any time by providing written notice to the Leadership Board.

Approved by the undersigned this ____ day of ______, 2010.

NAME___________________________________ORGANIZATION__________________________