

**FULTON COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING**

February 2, 2022
10:00 AM



Fulton County Government Center
Assembly Hall
141 Pryor Street SW
Atlanta, Georgia 30303



A G E N D A

CALL TO ORDER: Chairman Robert L. Pitts

ROLL CALL: Tonya R. Grier, Clerk to the Commission

Robert L. Pitts, Chairman (At-Large)
Liz Hausmann, Vice-Chairman (District 1)
Bob Ellis, Commissioner (District 2)
Lee Morris, Commissioner (District 3)
Natalie Hall, Commissioner (District 4)
Marvin S. Arrington, Jr., Commissioner (District 5)
Khadijah Abdur-Rahman, Commissioner (District 6)

INVOCATION: Reverend Clifton Dawkins, Jr., County Chaplain

PLEDGE OF ALLEGIANCE: Recite in unison

ANNOUNCEMENTS

PLEASE SWITCH ALL ELECTRONIC DEVICES (CELL PHONES, PAGERS, PDAs, ETC.) TO THE SILENT POSITION DURING THIS MEETING TO AVOID INTERRUPTIONS.

IF YOU NEED REASONABLE MODIFICATIONS DUE TO A DISABILITY, INCLUDING COMMUNICATIONS IN AN ALTERNATE FORMAT PLEASE CONTACT THE OFFICE OF THE CLERK TO THE COMMISSION. FOR TDD/TTY OR GEORGIA RELAY SERVICE ACCESS DIAL 711.

CONSENT AGENDA**22-0079 Board of Commissioners**

Adoption of the Consent Agenda - All matters listed on the Consent Agenda are considered routine by the County Commission and will be enacted by one motion. No separate discussion will take place on these items. If discussion of any Consent Agenda item is desired, the item will be moved to the Regular Meeting Agenda for separate consideration.

22-0080 Board of Commissioners

Proclamations for Spreading on the Minutes.

Proclamation recognizing "Pamela Freeman Remembrance Day."

(Abdur-Rahman)

January 25, 2022

Proclamation recognizing "Indian Heritage Constitutional Day." **(Abdur-Rahman)**

January 26, 2022

Proclamation recognizing "Tanga Marie Jones Remembrance Day."

(Abdur-Rahman)

January 28, 2022

Proclamation recognizing "The Happy Preacher Elder Cal Murrell Remembrance Day." **(Abdur-Rahman)**

January 28, 2022

Proclamation recognizing "Cuevas Cost, Jr. Appreciation Day." **(Pitts)**

February 6, 2022

Commissioners' District Board Appointments**22-0081 Board of Commissioners**

The Fulton County Board of Commissioners Elections Task Force

Term = Until task force sunsets on December 31, 2023.

Term below expires: 12/31/23

Dr. Janice Johnston **(Ellis) (Resigned)**

Commissioner Ellis has nominated Julie Adams to replace Dr. Janice Johnston for a District appointment.

Open & Responsible Government**22-0082 Real Estate and Asset Management**

Request approval of a Resolution approving a First Amendment to Cell Tower Lease Agreement between Fulton County, Georgia (Landlord) and Verizon Wireless (VAW) d/b/a Verizon Wireless (Tenant), for the purpose of relocating an onsite utility access easement at 10735 Jones Bridge Road, Alpharetta, Georgia 30202; authorizing the Chairman to execute the First Amendment to Cell Tower Lease Agreement and related documents; authorizing the County Attorney to approve the First Amendment to Cell Tower Lease Agreement and related documents as to form and make modifications thereto prior to execution.

22-0083 Real Estate and Asset Management

Request approval of a Resolution declaring certain Fulton County-owned real property surplus and authorizing a direct sale of the surplus County-owned real property at nominal cost to the East Point Housing Authority, a public body, corporate and politic; authorizing the Chairman to execute all documents necessary to accomplish the sale of the surplus property; authorizing the County Attorney to approve all documents as to form prior to execution by the Chairman; and for other purposes.

Health and Human Services**22-0084 Public Works**

Request approval of a change order less than 10% - Department of Public Works, 20ITBC124903A-FB, Corporation Stops and Brass Fittings to increase the unit prices as outlined in the attached pricing sheet with Delta Municipal Supply Company (Lawrenceville, GA), to provide corporation stops and brass fittings. No additional funding is required. Effective upon BOC approval.

22-0085 Public Works

Request approval of an Intergovernmental Agreement between the City of Alpharetta, Georgia, and Fulton County Government, Georgia, to meet the public purpose of transportation and infrastructure improvements and maintenance, including roadways and water infrastructure in Lakeview Development.

Justice and Safety**22-0086 Superior Court Administration**

Request approval of a Memorandum of Agreement with View Point Health for the purposes of establishing a cooperative relationship towards the implementation of Housing Case Management Services supporting the participants of the Fulton County Superior, Magistrate, and Juvenile Courts. This agreement is fully funded through the Criminal Justice Coordinating Council (Grant Award A50-8-004 and A51-8-002) in an amount not to exceed \$37,500.00. This agreement may be renewed for two one-year terms, coinciding with and contingent upon continued grant funding and the approval of the Board of Commissioners.

REGULAR MEETING AGENDA**22-0087 Board of Commissioners**

Adoption of the Regular Meeting Agenda.

22-0088 Clerk to the Commission

Ratification of Minutes.

Regular Meeting Minutes, January 5, 2022

Recess Meeting Post Agenda Minutes, January 19, 2022

22-0089 Board of Commissioners

Presentation of Proclamations and Certificates.

Proclamation recognizing "Black History Appreciation Month." (**Abdur-Rahman**)

Proclamation recognizing "Judy Davis Walker Appreciation Day." (**Abdur-Rahman**)

Proclamation recognizing "Medu Bookstore Appreciation Day." (**Abdur-Rahman**)

Proclamation recognizing "National American Miss Teen Damacia Howard Appreciation Day." (**Abdur-Rahman**)

Proclamation recognizing "Real Chicks Rock Appreciation Day." (**Abdur-Rahman**)

PUBLIC HEARINGS**22-0090 Board of Commissioners**

Public Comment - Citizens are allowed to voice County related opinions, concerns, requests, etc. during the Public Comment portion of the Commission meeting.

Speakers will be granted up to two minutes each. Members of the public will not be allowed to yield or donate time to other speakers. The Public Comment portion of the meeting will not exceed 30 minutes at the Regular Meeting, nor will this portion exceed thirty minutes at the Recess Meeting. In the event the 30 minute time limit is reached prior to public comments being completed, public comment will be suspended and the business portion of the BOC meeting will commence. Public comment will resume at the end of the meeting. Similarly, written comments (that were timely submitted) not previously read, may be read at the end of the meeting. For more information or to arrange a speaking date, contact the Clerk's Office.

22-0091 Police

Alcoholic Beverages Licenses - Public hearing for alcohol beverage license application submitted by Shoe Crazy Wine LLC., for the wholesale of wine located at 3800 Wendell Drive Suite 406, Atlanta, Ga. 30336.

COUNTY MANAGER'S ITEMS**Open & Responsible Government****22-0092 County Manager**

Presentation of COVID-19 Operational Response Update.

22-0093 Purchasing and Contract Compliance

Request ratification of an emergency procurement - County Manager, Countywide Emergency Procurements.

22-0094 External Affairs

Request approval of the certified 2022 Redistricting Map for Fulton County Board of Commissioners.

22-0095 Real Estate and Asset Management

Request approval of the Statewide Contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000112-0001, Fuel Card Management Services in the total amount of \$63,500.00 with WEX Bank (Salt Lake City, UT), to provide fuel card management services for Fulton County fleet vehicles. Effective date: From January 1, 2022 through September 30, 2022.

COMMISSIONERS' ACTION ITEMS**22-0096 Board of Commissioners**

Discussion and request approval of a Resolution approving updates to Fulton County's Sustainability Plan and Goals for the purpose of accelerating the path towards increased sustainability by 2030 in Fulton County; and for other purposes. **(Pitts)**

22-0097 Board of Commissioners

Request approval of a Resolution by the Board Commissioners of Fulton County to provide initial fiscal resources to fund the Fulton Technology and Energy Enhancement Authority; and for other purposes. **(Abdur-Rahman)**

Commissioners' Full Board Appointments**22-0098 Board of Commissioners**

BOARD OF ETHICS

Term = 3 Years

Term below expires: 2/12/2022

Mercedes R. Miller **(Atlanta Airport Chamber of Commerce/BOC)**

The Atlanta Airport Chamber of Commerce has recommended Mercedes R. Miller for a Full Board reappointment to a term ending February 12, 2025.

22-0099 Board of Commissioners

BOARD OF ETHICS

Term = 3 Years

Term below expires: 2/12/2022

Louis Levenson **(Pitts)**

Chairman Pitts has nominated Louis Levenson for a Full Board reappointment to a term ending February 12, 2025.

22-0100 Board of Commissioners

ADMINISTRATIVE COMMITTEE OF THE FULTON COUNTY DEFINED CONTRIBUTION PLAN

Term = 1 Year

Term below expired: 12/31/2021

Commissioner Khadijah Abdur-Rahman (**Position #3/BOC**)

Chairman Pitts has nominated Commissioner Hall (Position #3/BOC) for a Full Board appointment to a term ending December 31, 2022.

COUNTY MANAGER'S PRESENTATION AND DISCUSSION ITEMS**Open & Responsible Government****22-0101 External Affairs**

Presentation of the 2022 Legislative Agenda.

COMMISSIONERS' DISCUSSION ITEMS**22-0102 Board of Commissioners**

Discussion: Alpharetta Jail (**Hausmann**)

EXECUTIVE SESSION**22-0103 Board of Commissioners**

Executive (**CLOSED**) Sessions regarding litigation (**County Attorney**), real estate (**County Manager**), and personnel (**Pitts**).

ADJOURNMENT



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0080

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Proclamations for Spreading on the Minutes.

Proclamation recognizing “Pamela Freeman Remembrance Day.” **(Abdur-Rahman)**
January 25, 2022

Proclamation recognizing “Indian Heritage Constitutional Day.” **(Abdur-Rahman)**
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(Abdur-Rahman)
January 28, 2022

Proclamation recognizing “Cuevas Cost, Jr. Appreciation Day.” **(Pitts)**
February 6, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0082

Meeting Date: 2/2/2022

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution approving a First Amendment to Cell Tower Lease Agreement between Fulton County, Georgia (Landlord) and Verizon Wireless (VAW) d/b/a Verizon Wireless (Tenant), for the purpose of relocating an onsite utility access easement at 10735 Jones Bridge Road, Alpharetta, Georgia 30202; authorizing the Chairman to execute the First Amendment to Cell Tower Lease Agreement and related documents; authorizing the County Attorney to approve the First Amendment to Cell Tower Lease Agreement and related documents as to form and make modifications thereto prior to execution.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Fulton County Code § 172-63, requires the approval of the Board of Commissioners when leasing of County owned structures for the location of telecommunication antennas.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: : The Fulton County Department of Public Works has requested cellular tenant VERIZON WIRELESS (VAW) d/b/a Verizon Wireless, relocate an existing utility access easement

outside of the secured area at 10735 Jones Bridge Road, Johns Creek, Georgia. The Fulton County Department of Public Works, Verizon Wireless (VAW) d/b/a Verizon Wireless and the Department of Real Estate and Asset Management have confirmed a mutually acceptable alternate onsite location to relocate the required utility service lines. In accordance with County Policy requiring that all modifications to contractual agreements involving Fulton County be in writing, approval of the Fulton County Board of Commissioners is being requested to amend an active cell tower lease agreement for the purpose relocating the existing utility service easement area referenced in the active cell tower lease agreement with a new utility access easement.

Community Impact: : Verizon's continued occupancy at this location will allow them to provide cellular services without the installation and construction of an additional cellular antenna structure within the community.

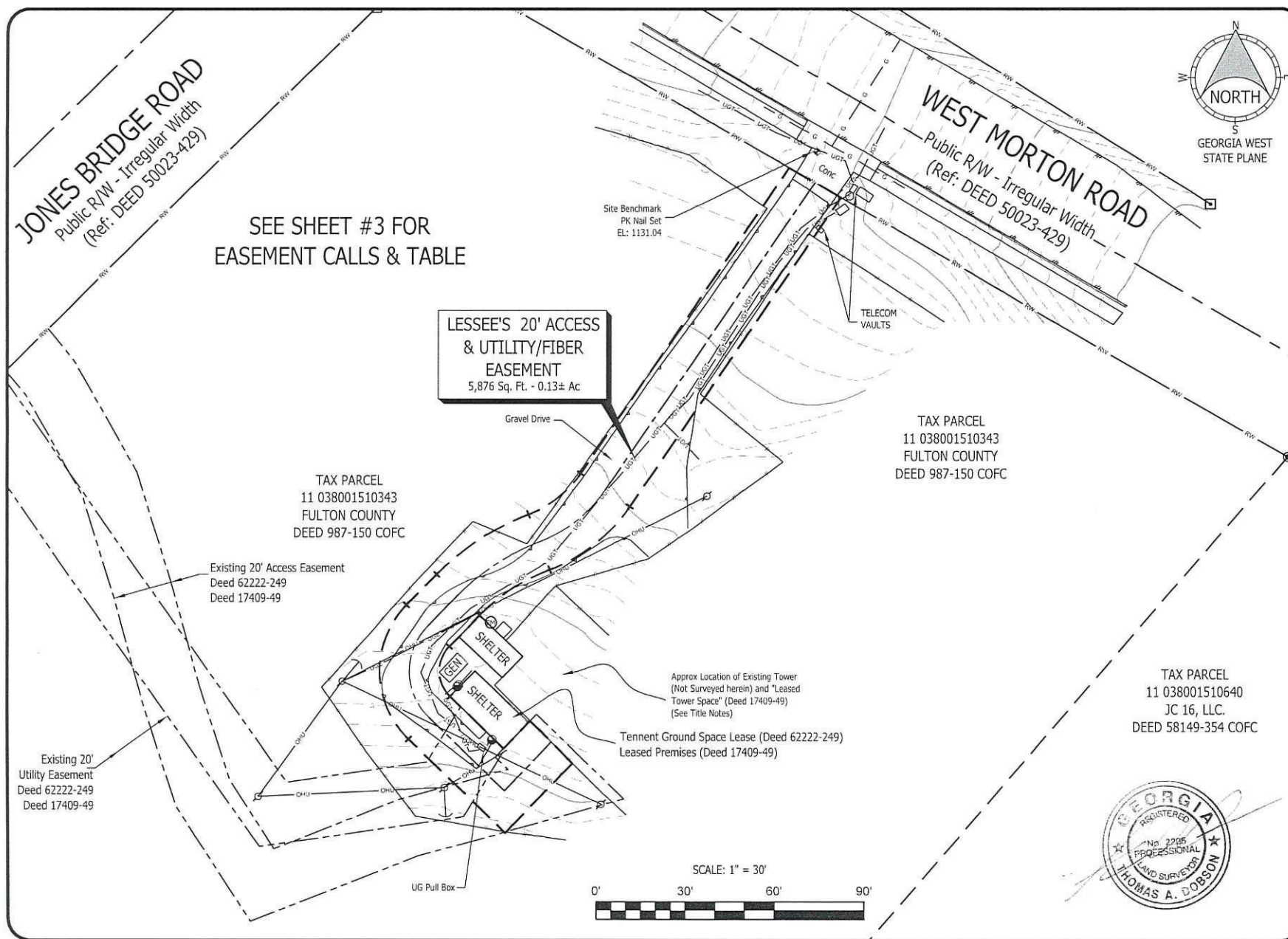
Department Recommendation: : The Department of Real Estate and Asset Management and the Department of Public Works recommends approval of the attached First Amendment to Cell Tower Lease Agreement for the purpose of relocating an onsite utility access easement outside of a secured area.

Project Implications: VERIZON WIRELESS (VAW) d/b/a Verizon Wireless is an existing cellular communications tenant at 10735 Jones Bridge Road and will only require access to make upgrades to their onsite equipment as they become necessary.

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item: Fulton County and Pactel Cellular Inc. of Georgia were involved in a cellular lease agreement originally approved as agenda item # 93-0605 at the Board of Commissioner's Meeting held November 11, 1993 and approved a new lease agreement with Pactel Cellular, Inc.'s successor-in-interest, VERIZON WIRELESS (VAW) d/b/a Verizon Wireless as Agenda Item # 20-0048 at the Board of Commissioners Meeting held January 22, 2020.



THE
LAND CONSULTANTS
LLC

5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY
WEST DULUTH

Location Code: 685739

10735 Jones Bridge Road, Alpharetta, GA 30022
Land Lot 152, 1st District, 1st Section
Fulton County, Georgia

SITE SURVEY

DWG#: 21144
ISSUE #: 0
ISSUE DATE: 08-18-2021
SEE SHEET #1

SHEET
2
OF
4

LESSEE'S 20' ACCESS & UTILITY/FIBER EASEMENT

All that Tract or Parcel of land lying and being in Land Lot 152, 1st District, 1st Section, Fulton County, Georgia, and being part of the property of Fulton County, Georgia, of record in Deed Book 987, Page 150, Clerk's Office, Fulton Count, Georgia, and being more particularly described as follows:

COMMENCE at a one-half-inch Capped Iron Rod (found) at the Northeast Corner of aforesaid property, same located in the Southern Right-of-Way Line of West Morton Road;

Thence N 59°46'04" W, along said Right-of-Way Line, a distance of 173.45 feet to the POINT OF BEGINNING;

Thence S 34°13'28" W, leaving said Right-of-Way Line a distance of 125.95 feet;

Thence with a curve to the right with an arc length of 34.88 feet, with a radius of 57.34 feet, with a chord bearing of S 51°38'58" W, with a chord length of 34.34 feet;

Thence with a curve to the left with an arc length of 28.57 feet, with a radius of 65.77 feet, with a chord bearing of S 56°37'41" W, with a chord length of 28.35 feet;

Thence S 44°10'54" W, a distance of 14.56 feet;

Thence with a curve to the left with an arc length of 18.71 feet, with a radius of 11.91 feet, with a chord bearing of S 00°48'12" E, with a chord length of 16.84 feet;

Thence S 45°47'18" E, a distance of 25.01 feet;

Thence N 44°04'30" E, a distance of 12.94 feet;

Thence S 45°02'57" E, a distance of 20.00 feet;

Thence S 44°04'30" W, a distance of 32.68 feet;

Thence N 45°47'18" W, a distance of 45.06 feet;

Thence with a curve to the right with an arc length of 50.11 feet, with a radius of 31.91 feet, with a chord bearing of N 00°48'12" W, with a chord length of 45.12 feet;

Thence N 44°10'54" E, a distance of 14.56 feet;

Thence with a curve to the right with an arc length of 37.26 feet, with a radius of 85.77 feet, with a chord bearing of N 56°37'41" E, with a chord length of 36.97 feet;

Thence with a curve to the left with an arc length of 22.72 feet, with a radius of 37.34 feet, with a chord bearing of N 51°38'58" E, with a chord length of 22.37 feet;

Thence N 34°13'28" E, a distance of 124.56 feet to a point on aforesaid Right-of-Way Line;

Thence S 59°46'04" E, along said Right-of-Way Line, a distance of 20.05 feet to the POINT OF BEGINNING.

Said Easement contains 0.13 Acres (5,876 Square Feet), more or less.

TITLE EXAMINATION

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6. C. ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 67436-GA2103-5028, Issued 04-22-2021, Schedule B:

Item 1 - 4, 7: General categories (no specific instruments listed).

Item 5 - 6: UCC Documents (not subject to Survey mapping or analysis).

Item 8: Right-of-Way Deed to State of Georgia, Deed 50023-429: Conveyance of lands for widening of Jones Bridge Road & West Morton Road. Land conveyed to State is longer part of current Parent Tax Parcel. (Item is not located on current Parent Tax Parcel or Lessee's Easement. R/W is shown hereon according to found monumentation.)

Item 9: Lease Agreement, Pactel, Deed 17409-49;

Item 10: Memorandum of Cell Tower Lease, Cellico Partnership, Deed 6222-249

Each define a Lease Area, 20' Access Easement and 20' Utility Easement. Each located on Parent Tax Parcel as shown hereon. Described 20' Access and 20' Utility Easements cross Lessee's 20' Access & Utility Easement as shown hereon. Deed 17409-49 also includes a "Leased Tower Area", the description of which appears to include just the footprint of the existing Tower. Located on Parent Tax Parcel. Tower is not surveyed herein. See Survey for approximate Location.

LEGAL DESCRIPTION OF PARENT PARCEL (AS SUPPLIED)

All that tract or parcel of land lying in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the southwest right-of-way line of Morton Road with the southeast right-of-way line of Jones Bridge Road; running thence along the southwesterly side of Morton Road S57°45'E a distance of 356.62 feet to a point; running thence along a course S40°22'W a distance of 438.68 feet to a point; running thence N47° 38'W a distance of 379.98 feet to the southeasterly right-of-way line of Jones Bridge Road; running thence N46°57'E along the southeasterly line of Jones Bridge Road a distance of 380.88 feet to the intersection of the right-of-way line of Jones Bridge Road with the southwesterly right-of-way of Morton Road at the point of beginning. Said property containing 3.43 acres more or less, and being fully shown and described on plat and plan designated as "Proposed Water Storage Facility on Property of Mildred H. Long and Lewis E. Long, Jones Bridge Road and Morton Road", on file in the Public Works Department of Fulton County, Georgia, a copy of said plat being attached to this condemnation petition as Exhibit "A".



PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for fee simple Land Transfer)

SPECIFIC PURPOSE SURVEY

WEST DULUTH

Location Code: 685739

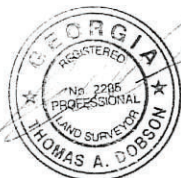
10735 Jones Bridge Road, Alpharetta, GA 30022

Land Lot 152, 1st District, 1st Section
Fulton County, Georgia

SITE SURVEY

DWG#: 21144
ISSUE #: 0
ISSUE DATE: 08-18-2021
SEE SHEET #1

SHEET
4
OF
4



FIRST AMENDMENT TO CELL TOWER LEASE AGREEMENT

This First Amendment to Cell Tower Lease Agreement (“**Amendment**”) is made and entered into this _____ day of _____ 20____, by and between **Fulton County, Georgia**, having its principal offices located at 141 Pryor Street, Suite G119, Atlanta, Georgia 30303 (“**LANDLORD**”) and **Cellco Partnership d/b/a Verizon Wireless**, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“**TENANT**”). **LANDLORD** and **TENANT** are at times collectively referred to hereinafter as the “**Parties**” or individually as the “**Party**”.

WHEREAS, **LANDLORD** is the owner of the property located at 10735 Jones Bridge Road, Alpharetta, Georgia 30202 (the “**Property**”); and

WHEREAS, **LANDLORD** and **TENANT** entered into a Cell Tower Lease Agreement dated April 24, 2020 (the “**Lease**”); and

WHEREAS, **LANDLORD** and **TENANT** desire to amend the lease agreement with regards to the non-exclusive access utility easement extending over, under, across, and through the Property, for the purpose of installation and maintenance of utility wires, fiber, cables, conduits, and pipes to serve the Premises.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Any capitalized term used in this Amendment that is not defined herein has the meaning given that term in the Lease.
2. The Parties agree that the Access and Utility/Fiber Easement as set forth in Paragraph 6 of the Lease Agreement executed by Landlord and Tenant and approved as Agenda Item # 20-0048 at the Board of Commissioners Meeting held January 22, 2020, are hereby terminated.
3. **LANDLORD**, in exchange for Tenant’s termination of its existing Access and Utility/Fiber Easement, hereby grants to, and for the benefit of, **TENANT** and its successors and assigns, a replacement non-exclusive Access and Utility/Fiber Easement over, under, across, and through the Property, as more particularly described and/or depicted in **Exhibit A**, attached hereto and incorporated herein by reference, for the installation, operation, and maintenance of fiber to serve the Premises (the “**Fiber Easement**”).
4. **LANDLORD** and **TENANT** each hereby warrant to the other that the person executing this Amendment on behalf of the warranting Party has at the time of execution the full right, power and authority to enter into, and execute, this Amendment on that Party’s behalf, and that no consent from any other person or entity is necessary as a condition precedent to the legal effect of this Amendment.

5. Except as specifically provided in this Amendment, the Lease shall remain in full force and effect and shall continue to be binding upon, and enforceable against, LANDLORD and TENANT, in accordance with its terms. All covenants, terms and obligations of the Lease not modified by this Amendment are hereby ratified and affirmed. The terms and provisions of this Amendment shall control in the event of any inconsistency or discrepancy between the Lease and this Amendment.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, LANDLORD and TENANT have executed this Amendment effective as of the day and year first above written.

LANDLORD:

FULTON COUNTY, a political subdivision of the State of Georgia

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

By: _____
Tonya Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

TENANT:

Cellco Partnership d/b/a Verizon Wireless

By: _____

Printed Name: _____

Title: _____

Date: _____

Exhibit A
1 of 3

20' ACCESS & UTILITY/FIBER EASEMENT

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COMMENCE at a one-half-inch Capped Iron Rod (found) at the Northeast Corner of aforesaid property, same located in the Southern Right-of-Way Line of West Morton Road;

Thence N 59°46'04" W, along said Right-of-Way Line, a distance of 173.45 feet to the POINT OF BEGINNING;

Thence S 34°13'28" W, leaving said Right-of-Way Line a distance of 125.95 feet;

Thence with a curve to the right with an arc length of 34.88 feet, with a radius of 57.34 feet, with a chord bearing of S 51°38'58" W, with a chord length of 34.34 feet;

Thence with a curve to the left with an arc length of 28.57 feet, with a radius of 65.77 feet, with a chord bearing of S 56°37'41" W, with a chord length of 28.35 feet;

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Thence S 45°47'18" E, a distance of 25.01 feet;

Thence N 44°04'30" E, a distance of 12.94 feet;

Thence S 45°02'57" E, a distance of 20.00 feet;

Thence S 44°04'30" W, a distance of 32.68 feet;

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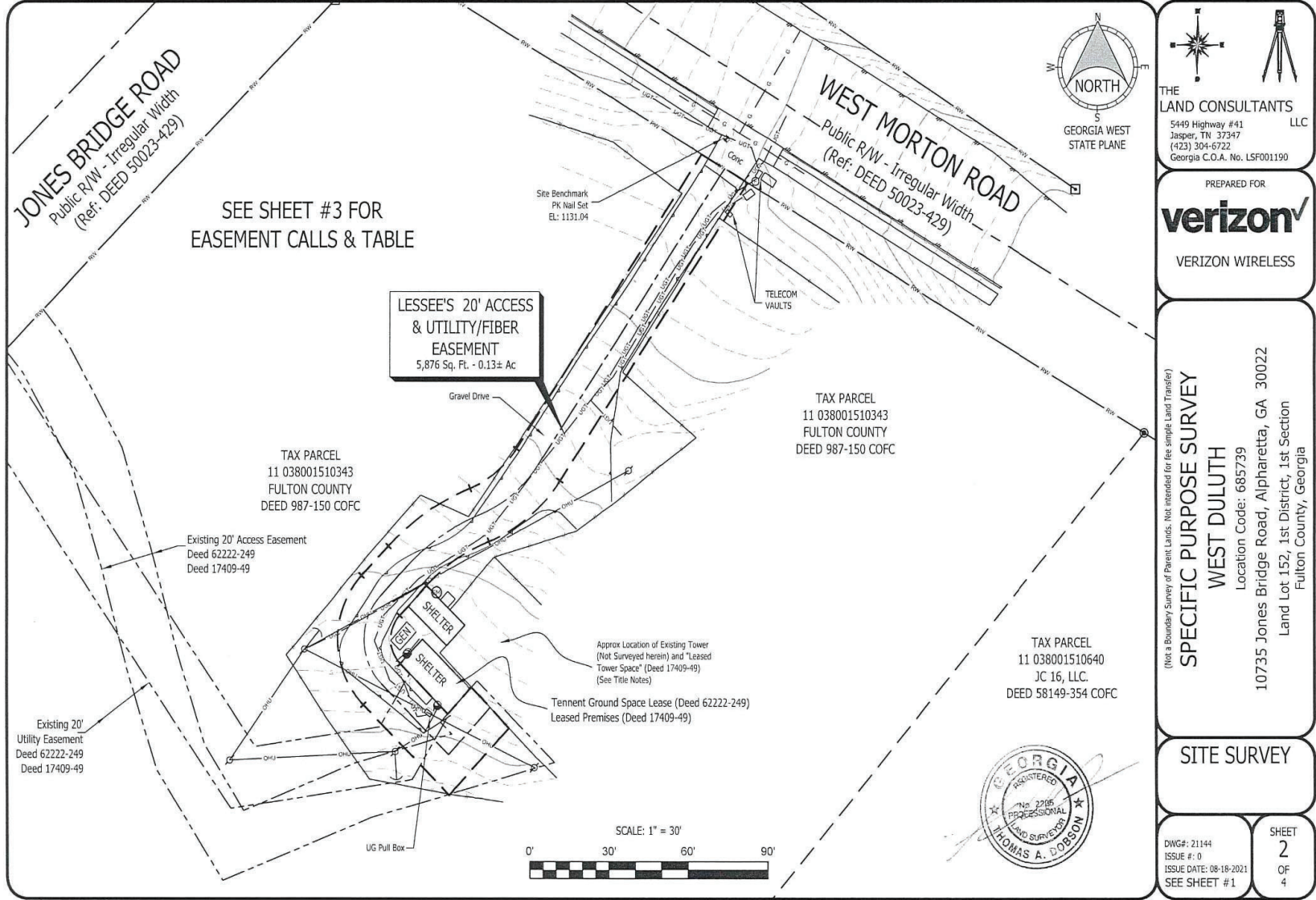
Thence S 59°46'04" E, along said Right-of-Way Line, a distance of 20.05 feet to the POINT OF BEGINNING.

Said Easement contains 0.13 Acres (5,876 Square Feet), more or less.

Tenant Site Name: West Duluth
Tenant Location No: 133089

See Attached Survey

Tenant Site Name: West Duluth
Tenant Location No: 133089



LESSEE'S 20' ACCESS & UTILITY/FIBER EASEMENT

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Thence N 34°13'28" E, a distance of 124.56 feet to a point on aforesaid Right-of-Way Line;

Thence S 59°46'04" E, along said Right-of-Way Line, a distance of 20.05 feet to the POINT OF BEGINNING.

Said Easement contains 0.13 Acres (5,876 Square Feet), more or less.



TITLE EXAMINATION

(Surveyor's treatment of Title Examination Items is limited to the scope described in ALTA/NSPS 2016 requirements, Section 6, C, ii., and is limited to determination of the location [within subject Tax Parcel(s)] described by Title Items. Items are mapped hereon only when adequately described of record and are within Survey Area. "Blanket" denotes items applicable to the entire Parcel (not subject to separate mapping). Surveyor may note where ambiguous or inexact descriptions might warrant a review by Title Attorney to establish "intent" or other matters, which are not addressed by Survey.

Reference: Report of Title, prepared by U.S. Title Solutions, File No. 67436-GA2103-5028, Issued 04-22-2021, Schedule B:

Item 1 - 4, 7: General categories (no specific instruments listed).

Item 5 - 6: UCC Documents (not subject to Survey mapping or analysis).

Item 8: Right-of-Way Deed to State of Georgia, Deed 50023-429: Conveyance of lands for widening of Jones Bridge Road & West Morton Road. Land conveyed to State is longer part of current Parent Tax Parcel. (Item is not located on current Parent Tax Parcel or Lessee's Easement. R/W is shown hereon according to found monumentation.)

Item 9: Lease Agreement, Pactel, Deed 17409-49;

Item 10: Memorandum of Cell Tower Lease, Celco Partnership, Deed 6222-249

Each define a Lease Area, 20' Access Easement and 20' Utility Easement. Each located on Parent Tax Parcel as shown hereon. Described 20' Access and 20' Utility Easements cross Lessee's 20' Access & Utility Easement as shown hereon. Deed 17409-49 also includes a "Leased Tower Area", the description of which appears to include just the footprint of the existing tower. Located on Parent Tax Parcel. Tower is not surveyed herein. See Survey for approximate location.

LEGAL DESCRIPTION OF PARENT PARCEL (AS SUPPLIED)

All that tract or parcel of land lying in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the southwest right-of-way line of Morton Road with the southeast right-of-way line of Jones Bridge Road; running thence along the southwesterly side of Morton Road S57°45'E a distance of 356.62 feet to a point; running thence along a course S40°22'W a distance of 438.68 feet to a point; running thence N47°38'W a distance of 379.98 feet to the southeasterly right-of-way line of Jones Bridge Road; running thence N46°57'E along the southeasterly line of Jones Bridge Road a distance of 380.88 feet to the intersection of the right-of-way line of Jones Bridge Road with the southwesterly right-of-way of Morton Road at the point of beginning. Said property containing 3.43 acres more or less, and being fully shown and described on plat and plan designated as "Proposed Water Storage Facility on Property of Mildred H. Long and Lewis E. Long, Jones Bridge Road and Morton Road", on file in the Public Works Department of Fulton County, Georgia, a copy of said plat being attached to this condemnation petition as Exhibit "A".



THE
LAND CONSULTANTS
LLC
5449 Highway #41
Jasper, TN 37347
(423) 304-6722
Georgia C.O.A. No. LSF001190

PREPARED FOR

verizon

VERIZON WIRELESS

(Not a Boundary Survey of Parent Lands. Not intended for (see sample Land Transfer))

SPECIFIC PURPOSE SURVEY

WEST DULUTH

Location Code: 685739
10735 Jones Bridge Road, Alpharetta, GA 30022
Land Lot 152, 1st District, 1st Section
Fulton County, Georgia

SITE SURVEY

DWG#: 21144
ISSUE #: 0
ISSUE DATE: 08-18-2021
SEE SHEET #1

SHEET
4
OF
4

CELL TOWER LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Agreement**") is made and entered into as of the Effective Date (as hereinafter defined), by and between FULTON COUNTY, GEORGIA, a political subdivision of the State of Georgia ("**Landlord**"), and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless ("**Tenant**"), authorized to transact business in the State of Georgia. This Agreement sometimes refers to Landlord and Tenant collectively as the "**Parties**" and to each, individually, as a "**Party**".

RECITALS:

- A. WHEREAS, Landlord and Pactel Cellular Inc. of Georgia ("Original Tenant") entered into that certain Lease Agreement dated November 3, 1993 ("Original Agreement") and recorded in Deed Book 17409 Page 049, for space on Landlord's tower located at 10735 Jones Bridge Road, Alpharetta, Georgia 30202, along with 300 square feet of ground space being a portion of said real property, together with easements for ingress, egress and utilities thereto, located in Fulton County, Georgia ("Leased Premises"), all located within certain real property owned by Landlord more particularly described on Exhibit A ("Landlord's Property"); and
- B. WHEREAS, Tenant is the successor in interest to Original Tenant; and
- C. WHEREAS, Tenant desires to continue to operate and maintain onsite at the Landlord's Property wireless communications equipment for Tenant's operations (collectively, the "Wireless Communication Equipment" or "Telecommunications Facilities"), and Landlord is willing to grant a lease to Tenant for such purposes on the terms and conditions as set forth in this Agreement; and
- D. WHEREAS, in accordance with the Landlord's granting of the lease under this Agreement, and as settlement of all outstanding obligations arising under the Original Agreement, both the Landlord and Tenant mutually agree to terminate said Original Agreement as listed above and replace the Original Agreement with this new Agreement and the terms contained herein.

NOW, THEREFORE, in consideration of the promises and covenants contained herein and for such other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereby agree as follows:

1. Lease.

(a) Landlord hereby grants to Tenant, for the Term (as hereinafter defined) of this Agreement, a lease subject to, and under the terms and conditions of this Agreement:

(i) a lease to occupy, install, operate, maintain, remove, replace and repair Tenant's communications equipment with a centerline at the 157 foot level on the communication tower as such equipment is more particularly described in Exhibit "B" along with a separately demised 300 square foot ground space area described on Exhibit "C" for the installation, operation, use, maintenance, repair, and replacement of Tenant's communications equipment (including but not limited to antennas, radio cabinets and other miscellaneous hardware, supporting mounts and equipment racks) (collectively, the "Tenant Equipment"), along with an access easement running from a public right of way to the ground space as such easement is described on Exhibit "D" for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks, and a utility easement from a public right of way to the ground space as such utility easement is described on Exhibit "E" for the installation and maintenance of fiber, utility wires, poles, cables conduits, and pipes. The tower space, ground space, access easement, and utility easement are collectively referred to herein as the Leased Premises.

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(ii) Landlord acknowledges and grants approval for Tenant's existing communication equipment located upon the Leased Premises. Prior to completing any future equipment modifications or installs of Tenant's tower based equipment, Tenant shall be required to provide Landlord a current structural analysis performed by an authorized and approved engineers that confirms the tower's capacity for the additional equipment. Landlord shall be required to approve all planned onsite construction, installation and equipment modification as maybe required by Tenant for its operations with a set of the appropriate construction and or engineering documents. All structural reviews and drawing are to be submitted in writing to Landlord for prior written approval, which shall not be unreasonably withheld or delayed. Landlord reserves the right to require an increase in the monthly rental rates for equipment modifications that increase tower loading. Landlord's approval of Tenant's proposed equipment modification must include notice from Landlord of any rental rate increase which would be associated with said equipment modification. Landlord and Tenant shall amend this Agreement to document the equipment modification and any associated rental increase.

(iii) An access easement from a public right of way to the site through at least one Landlord-designated minimum point of entry established at the site by Landlord for telecommunications providers for ingress and egress, seven days a week, twenty-four hours a day, on foot or motor vehicle, including trucks.

(iv) An easement to install, operate, use, maintain, repair, and replace Cabling and Conduit from the onsite building to the tower and to install, operate, use, maintain, repair, and replace additional Cabling and Conduit as required to maintain the operating integrity of the tower.

(b) Use of the tower space as depicted on Exhibit B and ground space as depicted on Exhibit C is exclusive to Tenant. However, Landlord reserves the right to lease other tower space and ground space to other communications providers.

(c) To the extent not inconsistent or in conflict with the terms of this Agreement, Tenant shall comply with reasonable Rules and Regulations, as from time to time in effect, in connection with its occupancy of and operations of the Leased Premises.

2. Term.

(a) The term of this Agreement (the "Term") shall commence on the first day of March, 2020 (the "Lease Commencement Date") and shall expire upon the tenth (10th) annual anniversary of the Lease Commencement Date (the "Expiration Date"). This Agreement shall automatically be extended for two (2) additional terms of five (5) years each (each a "Renewal Term") unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least three (3) months prior to the end of the then current term.

(b) Intentionally deleted.

(c) Tenant may terminate this Agreement upon ninety (90) days' prior written notice to Landlord for any of the following reasons: (i) Tenant determines, at any time after the initial ten (10) year Term, and in its sole discretion, that the tower location is not suitable for Tenant's permitted use or that for economic or technological reasons it is not practical to install the Wireless System, (ii) any license, permit or zoning approval required by any local, State or Federal governmental or regulatory agency to be obtained or maintained by Tenant in connection with the installation and/or operation of the Wireless System (individually and collectively, the "**Governmental Approvals**") has not been obtained or has been revoked, notwithstanding Tenant's best efforts to obtain and/or maintain in effect such license, permit or approval; (iii) Landlord breaches any of its obligations under this Agreement and such breach is not remedied for thirty (30) days after notice thereof from Tenant; (iv) any Hazardous Materials (as hereinafter defined) in violation of applicable law are discovered within the Leased Premises (other than attributable to the operations of Tenant) that

2.

Cell Lease Template-07.22.19

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affect the ability of Tenant to conduct its operations in the Leased Premises, and (v) Tenant is unable to operate the Wireless System in the Leased Premises as a result of material interference (other than on a temporary, non-recurring basis) caused by (A) any equipment at the Leased Premises or outside the Leased Premises, or (B) any alterations or improvements to the Leased Premises made or erected after the Effective Date.

(d) Landlord may terminate this Agreement pursuant to the provisions of Section 9 hereof.

3. Rent.

(a) Commencing on the Commencement Date, the rent payable from Tenant to Landlord under the Agreement shall be equal to One Thousand Seven Hundred And 00/100 (\$1,700.00) per month (the "Rent"). Tenant shall timely make each rent payment in full without demand, deduction, or offset by the 1st of each month. The rental shall increase on each annual anniversary of the Commencement Date by two percent (2%) over the annual rent due during the immediately preceding year. Notwithstanding anything to the contrary contained in the Agreement, all Rent and any other payments expressly required to be paid by Tenant to other payments due to Landlord due under this Agreement shall be paid by checks payable to the order of the Fulton County, Georgia with the following annotation to the specific lease address: Verizon Lease 10735 Jonesbridge Road. All checks shall be made payable to and mailed to Fulton County Government, 141 Pryor Street, S.W. Suite 7001, Atlanta, Georgia, 30303, Attn: Director of Finance or in such other manner or at such other place as Landlord may from time to time designate to Tenant in writing.

(b) As additional consideration for this Agreement, the sufficiency of which is hereby acknowledged, Tenant shall pay Landlord a one-time, non-refundable, lump-sum signing bonus of \$250,000.00, which shall be considered additional rent for the Premises. The signing bonus shall be paid by Tenant to Landlord within 30 days of the Commencement Date. Landlord agrees that the payment to be made by Tenant under this Paragraph 3(b) is fair and adequate payment for any and all outstanding obligations arising under the Original Agreement,

4. Work.

(a) Landlord hereby acknowledges and expressly approves Tenant's currently installed Telecommunications Facilities. Prior to installing any additional Telecommunications Facilities, Tenant shall submit to Landlord, for Landlord's prior written approval, plans for the installation thereof and a time frame for the installation. No Telecommunications Facilities shall be installed until plans therefore have been approved by Landlord, which approval Landlord shall not unreasonably withhold, condition, or delay (Tenant's final, Landlord-approved plans are referred to herein as the "**Plans**"). Landlord shall use commercially reasonable efforts to respond (with approval or comments identifying deficiencies) to each submittal of proposed plans within ten (10) business days after Tenant submits the applicable plans to Landlord. If Landlord fails to respond (with approval or comments identifying deficiencies) to any submittal of proposed plans within the initial ten (10) business day period provided above, Tenant's plans will be deemed approved by Landlord.

(b) Tenant shall install the Telecommunication Facilities and all Wireless Communication Equipment at Tenant's sole cost and expense, and in compliance with all applicable federal, state and local laws and regulations. Landlord's approval of any plans hereunder shall not constitute any representation or warranty of any kind by Landlord that such plans are in compliance with any applicable laws and regulations, or that the Telecommunications Facilities do not and will not cause any interference with any equipment and/or facilities on the Leased premises, and Landlord shall have no obligation whatsoever to any third-party, unless imposed by applicable laws and regulations, to take any act to remedy or cure the violation or mitigate the interference, if any so

Tenant Site Name: WEST DULUTH

that any such obligation will remain fully with Tenant. Tenant shall be solely responsible for obtaining any and all permits associated with the installation of the Telecommunications Facilities. Except as provided in Paragraph 5(a) below, Tenant shall be solely responsible for any additional alterations and improvements required by law to be made in or to any portion of the Leased Premises as a result of, any work performed by Tenant in connection with the installation of any Telecommunications Facilities with prior Landlord approval, with such approval to not be unreasonably withheld.

(c) Without limiting the generality of the foregoing provisions of this Paragraph 4, (i) Tenant shall install or cause to be installed all Tenant's Wireless Communication Equipment in compliance with applicable industry standards, including (A) ANSI/TIA/EIA Standard 568-A (Commercial Building Telecommunications Cabling Standard), as amended, (B) 569-A (Commercial Building Standard For Telecommunications Pathways and Spaces) as amended, and (C) ANSI/TIA/EIA Standard 607 (Commercial Building Grounding and Bonding Requirements for Telecommunications), as amended; (ii) Fulton County Code § 172-63, which is incorporated by reference and attached hereto as Exhibit F and shall be applicable as may be required; and (iii) Tenant shall identify each piece of exposed Cabling and/or Conduit at its respective origination and termination points.

(d) Landlord reserves the right to monitor any and all installation activities of Tenant and its contractor's onsite. Tenant shall comply, and shall cause any and all contractors and subcontractors performing work for Tenant to comply with all state, municipal, regulations, ordinances and laws and to provide a copy of any related permit prior to starting work, or providence of same that a permit is not required. No Tenant Contractor shall perform any work on Tenant's or a Sub-Tenant's behalf without Landlord's prior approval of the applicable contractor. Landlord shall not unreasonably withhold or delay such approval. Landlord may revoke approval of any Tenant Contractor in Landlord's reasonable discretion if the applicable contractor threatens: (i) the towers quality or integrity; or (ii) the business operations or safety of any tenant, Tenant or other any occupant of the tower.

(e) All Tenant Contractors shall submit a certificate of insurance to Landlord before entering the Leased Premises and beginning any work. Such certificate of insurance shall evidence maintenance of insurance in compliance with Paragraph 13 and be in a form reasonably acceptable to Landlord while naming Landlord as an additional insured.

(f) Before completing any future modifications to Tenant's Wireless Communication Equipment on the tower, Tenant shall submit to Landlord all items required pursuant to Paragraph 1(a)(ii).

(g) Notwithstanding anything in this Agreement to the contrary, Tenant may from time to time, after providing reasonable notice to Landlord, perform equipment maintenance, upgrade and repair, and substitute comparable or different equipment on the Wireless Communication Equipment and Telecommunications Facilities, and on the tower without Landlord's prior approval, provided such maintenance, repair and/or substitution (i) does not cause the affected equipment to exceed the designed engineering of the tower, and (ii) complies with the other terms of this Agreement, including requirements concerning electromagnetic and radio frequency interference and emissions. The foregoing waiver of the requirement to obtain the prior approval of Landlord shall not relieve Tenant from its obligation to comply with the other terms and conditions of this Agreement applicable to the performance of any work in the Leased Premises by or for the account of Tenant.

(h) Tenant shall keep the Leased Premises free and clear from any mechanics' liens, vendor's liens, or any other liens arising out of any construction and/or installation activities performed or materials or equipment furnished by or for the account of Tenant. In the event that Tenant shall not, within sixty (60) days following written notice from Landlord of the imposition of any lien for work performed or materials furnished in or to the tower, or any portion thereof, cause the same to

4.

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be released of record, Landlord shall have, the right, but not the obligation, to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien, and/or obtaining a bond. In the alternative, Landlord may deem this to be a material breach of the Agreement, with the Agreement subject to termination should Tenant fail to cure and remove the lien within said 60 day period. Landlord shall have no obligation to determine or investigate the validity of any lien. All sums paid by Landlord for such purpose, and all expenses incurred by it in connection therewith, shall be payable to Landlord by Tenant on demand.

(i) Tenant shall bear the sole responsibility for maintaining and keeping in good working order Tenant's Wireless Communication Equipment and Telecommunications Facilities at all times during the Term of this Agreement, except in the case of instances beyond the Tenant's control such as force majeure, casualty to the tower or Interference caused by Landlord's breach of this Agreement. Nothing herein shall be construed as a waiver of Landlord's [Fulton County's] sovereign immunity, as a governmental entity, nor the waiver of any immunity available to Landlord's officials, officers, employees or agents.

5. Maintenance and Repair.

Tenant shall maintain all Telecommunications Facilities and or equipment on the tower in good and safe condition and shall immediately repair any and all damage to any portion of the tower, including any structural elements thereof, caused by Tenant, or any of their respective employees, agents, or contractors, with all such repairs to be performed by a Tenant Contractor approved by Landlord in accordance with Paragraph 4(d) hereof. Tenant shall assure that all Wireless Communication Equipment and Telecommunications Facilities comply with all applicable laws, statutes, codes, rules, regulations, judicial and administrative decisions, and private covenants, restrictions and other instruments of record affecting the tower at no cost to Landlord. Without limiting the generality of the foregoing, all Tenant Wireless Communication Equipment, and the electromagnetic energy, if any, emitted from the Tenant Equipment, shall comply with all applicable regulations concerning radio frequency emissions, including, those promulgated by the federal FCC (including 47 C.F.R. §1/13-7 *et seq.* and successors thereto), the Environmental Protection Agency and the Occupational Safety and Health Administration.

6. Access.

(a) Conditioned upon and subject to commencement of the Lease Term, Landlord grants the following nonexclusive easements and rights-of-way over, under and upon Landlord's Property to Tenant, Tenant's employees, agents, contractors, subtenants, licensees and their employees, agents and contractors: (i) an easement over such portions of Landlord's Property as is reasonably necessary for the construction, repair, maintenance, replacement, demolition and removal of the facility to be located upon Leased Premises; (ii) an easement over such portion of Landlord's Property as is reasonably necessary to obtain or comply with any Approvals; (iii) an access easement as depicted on Exhibit "D", for construction, use, maintenance and repair of an access road for ingress and egress seven (7) days per week, twenty-four (24) hours per day, for pedestrians and all types of motor vehicles, to extend from the nearest public right-of-way to the Leased Premises; and (iv) a utility easement as shown in Exhibit "E" (the "Utility Easement"), for the installation, repair, replacement and maintenance of utility wires, poles, cables, conduits and pipes; provided that in the event that any public utility is unable or unwilling to use the Utility Easement in the location shown in Exhibit "B", at the sole option of Tenant, Landlord shall grant an alternate easement either to Tenant or directly to the public utility at no cost and in a location acceptable to Tenant, Landlord, and the public utility (said easements collectively, the "Easements"). TO HAVE AND TO HOLD the Easements for the purposes provided during the Lease Term and thereafter for a reasonable period of time for Tenant to remove its improvements.

7. Interference.

(a) Tenant agrees that at all times during the Term of this Agreement the Telecommunications Facilities shall (i) be operated within the technical and frequency transmission and reception parameters specified by the FCC, and (ii) not cause any electromagnetic or radio frequency interference (collectively "**Interference**") with (A) any of the towers other electrical equipment machinery, or any other systems of Landlord or of any of the tenants or other occupants of the tower, or (B) any communications equipment installed and operating on the tower on or before the Effective Date by third party vendors or carriers providing service to Landlord or to Occupants, including cable television ("**Other Providers**"); and provided, however, that such other equipment of Landlord, any Occupants and any Other Providers is being operated within the technical and frequency transmission and reception parameters specified by its manufacturer and any applicable governmental license.

(b) Tenant shall commence efforts to eliminate any Interference within a reasonable time after Landlord's notice of such Interference to Tenant. A reasonable time under this subsection shall not exceed twenty four (24) hours after Landlord's notice. If Tenant fails to timely eliminate Interference, Tenant shall suspend or cause to be suspended the operation of the Tenant Equipment causing the Interference until the applicable Interference is eliminated; however, Tenant may operate such Tenant Wireless Communication Equipment to perform intermittent tests to determine whether the applicable Interference has been eliminated.

(c) Subject to the foregoing, Landlord agrees to not knowingly permit any Occupant or Other Providers to install any equipment that causes Interference with the Telecommunications Facilities. Landlord agrees to place non-interference restrictions similar to those set forth in Paragraph 7(a) in all agreements with Occupants and Other Providers entered into by Landlord after the Effective Date, and acknowledging that Tenant is a third-party beneficiary of such restrictions and entitling Tenant to enforce such requirement against the Other Provider in Tenant's own name. In the event of any Interference to the Telecommunications Facilities, Landlord shall, upon notice from Tenant, immediately notify such Occupant or Other Provider regarding the Interference and request that such Occupant or Other Provider to immediately cease such Interference. Landlord may consider any delay in such Occupant or Other Provider to cease such Interference as a breach of the terms and conditions of any underlying agreement with such Occupant or Other Provider, where applicable provisions are contained in any such agreement. Landlord's duties identified in this Subsection shall be Landlord's sole duties owed to Tenant concerning elimination and mitigation of interference from Occupants and Other Providers with the operations of Tenant at the site. In addition to the foregoing, Tenant agrees to cooperate with Landlord in adopting (at no cost to Tenant) commercially reasonable protocols and site modifications to limit any Interference to or from other equipment or communications facilities that Landlord wishes to permit to be installed; provided, however, Tenant shall not be required to implement any protocol or site modification if, following good faith consideration by Tenant, Tenant determines the same would interfere with Tenant's or it's Sub-Tenants operations at the Leased Premises.

8. Utilities

(a) Tenant is responsible for the installation, establishment of utility service accounts and payment for all utilities used by the Tenant while occupying the Leased Premises. No deduction shall be made from the rent due to a stoppage or interruption in utilities services.

9. Tenant Default.

Landlord shall have the right to terminate this Agreement and the Lease following any breach or default by Tenant under this Agreement (i) with respect to monetary defaults, if the same is not cured

6.

Tenant Site Name: WEST DULUTH

within sixty (60) days of receipt by Tenant of written notice of said default, and (ii) with respect to non-monetary defaults, if Tenant does not promptly commence the cure thereof following written notice, and the same is not cured within thirty (30) days of receipt (or evidence of attempted delivery) of written notice by Tenant of said default; provided, however, if such non-monetary default cannot be cured within such thirty (30) day period, provided that Tenant shall commence and diligently pursue the remedy of such default within ten (10) days of Landlord's written notice of such default, said thirty (30) day period shall be extended for such period, not to exceed an additional thirty (30) days, that Tenant is diligently pursuing the remedy of such default.

(a) Notwithstanding any other provision of this Agreement, in no event shall Tenant be responsible or liable to Landlord, or to any person or entity claiming under Landlord, for any consequential or punitive damages, including (but not limited to) lost profits, no matter what the cause, including (but not limited to) any temporary or permanent interference with any equipment or facilities of any tenant or occupant of the Leased Premises, or any person, entity, or other telecommunications provider offering services on the Leased Premises.

(b) Any sums payable to Landlord under this Agreement that are not paid when due shall bear interest on the unpaid amount, until paid (together with said interest), at the rate of ten percent (10%) per annum (said applicable rate being referred to herein as the "**Default Rate**").

10. Landlord Default.

(a) No default by Landlord under this Agreement shall exist unless there is a breach of the terms of this Agreement by Landlord or any failure by Landlord to perform any obligation of Landlord under this Agreement, and the breach is not cured, or the obligation has not been performed in full, within thirty (30) days after Tenant gives Landlord written notice of the breach or failure to perform.

(b) Notwithstanding any other provision of this Agreement, in no event shall Landlord be responsible or liable to Tenant, or to any person or entity claiming under Tenant, for any consequential or punitive damages, including (but not limited to) lost profits, no matter what the cause, including (but not limited to) any temporary or permanent interference from any equipment or facilities of any Occupant or Other Provider.

11. Assignment.

This Agreement may be sold, assigned or transferred by the Tenant without any approval or consent of the Landlord to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Landlord, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of Tenant or transfer upon partnership or corporate dissolution of Tenant shall constitute an assignment hereunder.

Landlord may assign or transfer its rights and obligations under this Agreement in connection with the sale of its interest in the Leased Premises without the prior consent of Tenant (an assignment of this Agreement by Landlord for collateral or security purposes shall be governed by the terms of Paragraph 18 of this Agreement, if at all, and shall not require the consent of Tenant). Any such assignment shall release Landlord of its obligations under this Agreement to the extent such obligations are assumed (by operation of law or otherwise) by the assignee or transferee.

12. Taxes and Assessments.

Tenant shall pay any taxes, assessments, charges, or fees, directly attributable to their respective personal property, including any increase in real property taxes chargeable to Landlord resulting from the installation of the Tenant Equipment, and any use and occupancy taxes chargeable with respect to the same. Notwithstanding the foregoing, Tenant shall have no liability for any excess profit taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income or chargeable to Landlord as a result of Landlord's business.

13. Insurance.

(a) Tenant shall, at Tenant's sole cost and expense, procure and continue in force during the Term:

(i) Workers' Compensation Insurance (at statutory limits) and Employer's Liability Insurance with limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each accident/disease-each employee/disease-policy limit;

(ii) Commercial General Liability insuring bodily injury or death and property damage (including completed operations and contractual liability) on an occurrence basis in an amount of Two Million and 00/100 Dollars (\$2,000,000.00) combined single limit per occurrence and in the aggregate; and

(iii) "All-risk" property insurance insuring the Telecommunications Facilities and its appurtenant personal property for full replacement costs.

All such policies shall be written by an insurer with an A.M. Best Rating of A- VII or better, licensed to do business within the state where the Leased Premises is located, be primary to any insurance maintained by Landlord. Upon notification from its insurer(s), Tenant shall provide a thirty (30) day notice of non-renewal or cancellation to Landlord. The commercial general liability policy shall include Landlord and any other parties reasonably designated from time to time in writing by Landlord as an additional insured as their interests may appear under this Agreement.

(b) Tenant shall require that its own respective contractors (and any subcontractors) produce, prior to commencing any installation, repair, or maintenance work on the Leased Premises, a certificate of insurance evidencing that the following insurance is maintained:

(i) Commercial General Liability insuring bodily injury or death and property damage (including completed operations and contractual liability) on an occurrence basis in an amount of One Million and 00/100 Dollars (\$1,000,000.00) combined single limit per occurrence and in the aggregate;

(ii) Workers' Compensation (at statutory limits) and Employer's Liability Insurance with limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) each accident/disease each employee/disease-policy limit;)

(iii) Builder's Risk Insurance with limit not less than one hundred percent (100%) of the replacement cost value of the improvements being constructed by Tenant or Sub-Tenant, as the case may be.

All such policies shall be written by an insurer with an A.M. Best rating of A- VII or better, licensed to do business within the state where the Leased Premises is located, be primary paying before any insurance maintained by Landlord. Tenant shall require its contractor (or subcontractor) upon notification from its

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insurer(s), shall provide a thirty (30) day notice of cancellation or non-renewal to Landlord. Each policy shall include Landlord and any other parties reasonably designated from time to time in writing by Landlord, as an additional insured as their interest may appear under this Agreement.

(c) Each Party releases the other Party from any and all claims, liability, losses, causes of action, damages, expenses, costs and fees, including, without limitation, reasonable attorneys' fees and costs (collectively, "**Claims**"), which may arise or be asserted against the other Party for any personal injury, loss of income or damage to or loss of property or persons, in or about the Leased Premises, from any cause that is either covered by any insured actually carried by such Party or which pursuant to the terms of this Agreement is required to be carried by such Party. Each Party waives for itself and on behalf of all insurers under all policies of property, liability, and other insurance now or hereafter carried by each Party insuring or covering the Leased Premises, or any portion or any contents thereof, or any operations therein, all rights of subrogation that any such insurer might otherwise, if at all, have to any claims of such party against the other. Landlord's and Tenant's respective property and casualty insurance policies shall include such waivers of subrogation. By this Paragraph, Landlord and Tenant intend that the risk of loss or damage as described above be borne by responsible insurance carriers to the extent above provided, and Landlord and Tenant hereby agree to look solely to, and to seek recovery only from, the respective insurance carriers in the event of a loss of a type described above to the extent that such coverage is agreed to be provided hereunder. For this purpose, any applicable deductible amount shall be treated as though it were recoverable under such policies. The terms of this paragraph shall survive expiration or earlier termination of this Agreement.

14. Indemnification.

Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all Claims arising in connection with or attributable to loss of life, personal injury, damage to property or business, or any other loss, illness, or injury arising out of the installation, operation, use, maintenance, repair, replacement, or removal of the Telecommunications Facilities, or the use or occupancy of the Leased Premises, or access thereto, by any employee, agent, contractor, invitee, or other person acting on behalf of Tenant, unless caused or materially contributed to by Landlord or any of Landlord's past or present employees', agents', or contractors' willful misconduct or negligence. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

15. Ownership and Surrender of Equipment.

Tenant shall own the Tenant Wireless Communication Equipment upon installation and the same shall be deemed Tenant's property at all times during the Term of this Agreement. Upon the expiration or earlier termination of the Term of this Agreement, Tenant shall remove or cause to be removed all of the Tenant Wireless Communication Equipment at its sole cost and expense. In performing such removal, Tenant shall restore the portions of the Leased Premises where the Telecommunications Facilities are located to the condition which existed prior to the installation or placement of the Telecommunications Facilities, reasonable wear and tear excepted, and provided further that Tenant shall not be required to remove any Conduit installed in the Riser so long as such Conduit is in a usable condition. If Tenant fails to remove its Telecommunications Facilities within ninety (90) days after the expiration or earlier termination of this Agreement, Landlord may remove and store such equipment on Tenant's behalf and Tenant shall reimburse Landlord for the costs of such removal, restoration of the applicable portions of the Leased Premises and any storage costs incurred by Landlord within ten (10) days after Landlord's notice of such costs to Tenant.

16. Casualty and Condemnation.

(a) In case of damage to the tower in which Tenant's Telecommunications equipment is located, by fire or other casualty, Landlord shall, at its expense, cause the damage to be repaired to a

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condition as nearly as practicable to that existing immediately prior to the damage, with reasonable speed and diligence, subject to delays which may arise by reason of (i) adjustment of loss under insurance policies, (ii) Governmental Approvals, and (iii) delays beyond the control of Landlord, including Force Majeure. Landlord shall not, however, be obligated to repair, restore, or rebuild any of Tenant's Telecommunications Facilities. In the event the damage shall involve the tower generally and shall be so extensive that Landlord shall decide, at its sole discretion, not to repair or rebuild the tower, or if the casualty shall not be of a type insured against under standard fire policies with extended type coverage and the cost of repair exceeds ten percent (10%) of the replacement value of the tower, or if any Landlord mortgagee shall not permit the application of adequate insurance proceeds for repair or restoration of the tower, Landlord may terminate this Agreement upon sixty (60) days prior notice to Tenant. Notwithstanding the foregoing, Tenant shall be permitted to terminate this Agreement in the event the Wireless System has been rendered unusable for Tenant's intended purpose, and (A) Landlord's estimated period for completion of the repair and restoration of the Leased Premises exceeds ninety (90) days (Landlord shall deliver such estimate to Tenant within thirty (30) days after the applicable casualty), or (B) Landlord does not complete such restoration within ninety (90) days after beginning such restoration work.

(b) If any government or other organization exercising power of eminent domain condemns all or part of the Leased Premises rendering the any portion thereof physically or financially unusable or infeasible for the operation of the Wireless Communication Equipment in Tenant's reasonable judgment, Tenant may terminate this Agreement effective on the earlier of (i) the date title vests in the condemning authority or (ii) the date such condemning authority takes actual possession of the condemned part of the Leased Premises. Tenant shall provide Landlord at least thirty (30) days prior notice of such termination unless less time is required because of expedited condemnation. If any portion of the real property or tower on which the Tenant equipment is located tower is condemned rendering the remaining portion of the site or tower unsuitable, in Landlord's reasonable judgment, for its then intended use, Landlord may terminate this Agreement effective on the earlier of (i) the date title vests in the condemning authority or (ii) the date such condemning authority takes actual possession of the condemned part of the Leased Premises. Landlord shall provide Tenant at least thirty (30) days prior notice of such termination unless less time is required because of expedited condemnation. Tenant irrevocably waives any right to any Claim against the compensation paid to Landlord by the applicable condemning authority connected with the applicable condemnation. Tenant may pursue separate Claims seeking compensation against the applicable condemning authority for taking of the Wireless Neutral Host Room and any of the Tenant Equipment provided such Claims do not diminish the amount of Landlord's compensation for the applicable condemnation.

17. Subordination.

This Lease is and shall be subject and subordinate to all existing ground or underlying leases of any portion of the tower and the land upon which the tower is located, and to all existing mortgages, deeds of trust and similar security documents which may now encumber the tower. Landlord covenants to cause any existing lender for whose benefit a mortgage, deed of trust or other security instrument encumbers the Leased Premises and Landlord's interest therein, of record as of the date of Agreement (the "**Landlord Mortgagee**"), to execute and deliver a non-disturbance agreement in favor of Tenant on the current form used by the Landlord Mortgagee. Without limiting Landlord's obligation as hereinabove provided, Landlord will allow Tenant a reasonable opportunity to negotiate directly with the Landlord Mortgagee, at Tenant's sole cost and expense, modifications to the current form of non-disturbance agreement used by the Landlord Mortgagee; provided, however, Landlord reserves the right to direct the Landlord Mortgagee at any time to execute and deliver a non-disturbance agreement to Tenant in such form as the Landlord Mortgagee is then prepared to execute. In addition, Tenant further agrees that this Agreement shall be subject and subordinate to the lien of any mortgages hereafter placed upon the Leased Premises, provided that the mortgagee shall have executed a non-disturbance agreement with Tenant whereby such lender agrees not to disturb Tenant in its rights, use and possession of the Leased

Tenant Site Name: WEST DULUTH

Premises under this Lease or to terminate this Lease, notwithstanding the foreclosure or the enforcement of the mortgage or termination or other enforcement of an underlying lease or installment purchase agreement, except to the extent permitted by Landlord pursuant to the terms of this Lease.

18. Waiver of Liens.

Landlord hereby waives any and all lien rights which Landlord may have with respect to any Tenant Equipment created by virtue of its installation within the Leased Premises. Tenant (and any Sub-Tenant) may pledge or collaterally assign its ownership rights in its personal property located at the Leased Premises to any financing source which Tenant or Sub-Tenant may select. The Parties acknowledge that such collateral assignment or pledge shall in no event affect the Leased Premises and that neither Tenant nor any Sub-Tenant may create a lien or encumbrance on the Leased Premises. So long as any lender which has provided financing or funding to Tenant or such Sub-Tenant has cured any Tenant default within the time periods set forth in this Agreement, Landlord agrees not to terminate this Agreement or revoke Tenant's or a Sub-Tenant's right to occupy the Leased Premises solely as a result of such Tenant default. Upon request by Tenant, Landlord shall provide such lender with written notice of default of Tenant under this Agreement at the same time and in the same manner that written notice is given to Tenant.

19. Notices.

All notices hereunder shall be in writing and shall be given by (i) established national courier service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to provide reasonable means for accomplishing delivery. The notices shall be sent to Landlord at Landlord's Notice Address and to Tenant at Tenant's Notice Address as listed below:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite G119
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

With a copy to:
Fulton County
Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303

Tenant Site Name: WEST DULUTH

Tenant:

CELLCO PARTNERSHIP d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

20. Hazardous Substances.

(a) No Hazardous Materials (as that term is hereinafter defined) shall be used by Tenant in the operation or maintenance of the Telecommunications Facilities. Notwithstanding anything in the foregoing to the contrary, Tenant may use generator fuel and sealed batteries, which may contain environmentally sensitive materials, as needed for back-up power for certain items of its Telecommunications Facilities. Such generator fuel and batteries will be installed, maintained and removed by Tenant in accordance with all applicable laws. Tenant shall commence to cure any violation of an Environmental Law affecting the Leased Premises caused in whole or in part by Tenant Personnel within a reasonable time after Lessor's notice to Tenant of such violation. Notwithstanding the foregoing or any other provision in this Agreement, Tenant shall not be liable or responsible for any environmental condition, including the release of Hazardous Materials, except to the extent Tenant causes a condition or exacerbates a condition of which it has reason to be aware.

(b) Except for the Hazardous Materials that are disclosed in the written environmental reports delivered to Tenant prior to or concurrently with the execution of this Agreement, Lessor has no actual knowledge of the release, discharge or existence of any Hazardous Materials in or from the Leased Premises.

(c) "**Hazardous Material**" means any hazardous or toxic substance, material or waste, now or in the future defined or regulated under the Resources Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), and the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and all similar federal, state and local Laws connected with environmental conditions, health and safety (collectively "**Environmental Laws**"), including without limitation, asbestos and petroleum products.

21. Miscellaneous.

(a) During the Term, either Party shall, upon ten (10) days prior notice from the other Party, deliver to the requesting Party a written statement certifying (i) that this Agreement is unmodified and in full force and effect (or if modified, in effect as modified and identifying each modification and their respective dates); (ii) the dates to which the Fee and any other payment owed to the requesting Party under this Agreement have been paid; and (iii) stating whether, to the knowledge of the delivering Party, a Tenant/Landlord Event of Default (as applicable) is occurring, and, if so, specifying each Tenant/Landlord Event of Default (as applicable) and whether the delivering Party asserts any counterclaims.

(b) (i) Each reference to "days" in this Agreement refers to calendar days unless specifically indicated otherwise.

12.

(ii) Time is of the essence with respect to performance of all duties under this Agreement.

(iii) **"Force Majeure"** means the occurrence of a casualty, Acts of God, labor strike or unrest, riots, extraordinary shortages of labor or materials, embargoes and acts of war, terrorism or public enemy. If a Force Majeure prevents a Party from timely performing and/or observing a duty under this Agreement, the passing of time for performing and/or observing such duty shall be suspended until the applicable Force Majeure abates, provided the Party invoking this Subsection (A) gives the other Party prompt notice of such invocation explaining why the applicable Force Majeure prevents timely performance and/or observance of the applicable duty and (B) takes reasonable efforts to mitigate the applicable Force Majeure's effect in order to render such Party able to resume performance and/or observance of the applicable duty as soon as reasonably possible. Notwithstanding the foregoing, this Subsection shall not apply to time periods for Tenant to pay the Fee or any other sum due to Landlord under this Agreement..

(c) If any provision of this Agreement is held invalid or unenforceable with respect to either Party by a court of competent jurisdiction, the remainder of this Agreement, or application of such provision to the other Party or other persons other than those as to whom it is held invalid or unenforceable, shall not be affected and remain valid and enforceable.

(d) Subject to the terms of Paragraph 11 hereof, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted transferees and assigns.

(e) This Agreement shall not and cannot be amended or modified except by written instrument executed by both Parties. No custom or practice that may develop between the Parties in the performance or administration of this Agreement shall waive or lessen either Party's duty to strictly perform its duties under this Agreement. Either Party's waiver of the other Party's strict performance under this Agreement shall (i) be effective only if such waiver is granted in writing by the waiving Party and (ii) be presumed to apply solely to the specific instance identified in such writing.

(f) The local laws of the State of Georgia, without regard to this state's choice of law rules, shall exclusively govern the interpretation, application, enforcement, performance of, or any other matter related to, this Agreement, except to the extent such laws are preempted by the laws of the United States of America. The state court of first instance having subject matter jurisdiction in the county in which the Leased Premises is located (the **"Situs Court"**) shall be the exclusive forum for any dispute, proceeding, suit or legal action (collectively, an **"Action"**) by either Party concerning the interpretation, construction, validity, enforcement, performance of, or related in any way to, this Agreement. However, if an Action, or part of an Action, is within the exclusive jurisdiction of the courts of the United States, the United States District Court for the county in which the Leased Premises is located shall be regarded as the Situs Court for such Action. The Parties each consent and submit themselves to the personal jurisdiction of the Situs Court with respect to such Action. Each Party irrevocably waives all objections to jurisdiction or venue in any judicial or non-judicial forum other than the Situs Court. Notwithstanding the foregoing, either Party may (i) bring proceedings in a non-Situs Court forum to enforce a judgment rendered by the Situs Court and (ii) use the enforcement Laws and procedures available in such forum.

(g) This Agreement and the exhibits attached hereto and incorporated hereby embodies the entire agreement between the parties regarding the subject matter hereof and supersedes any and all prior negotiations, expressions of intent, representations, or agreements between the parties hereto, and accordingly there are no oral or written agreements existing between the parties regarding the subject matter hereof, as of the date hereof, which are not expressly set forth herein

and covered hereby. This Agreement may not be amended except by a written instrument duly executed by the parties hereto.

(h) The Parties respectively represent to the other that they have each been represented by counsel and materially participated in this Agreement's negotiation and drafting. Accordingly, this Agreement shall not be construed against or in favor of either Party by reason of responsibility for the drafting or preparation of this Agreement.

(i) Unless otherwise provided in this Agreement, the following rules of construction and interpretation apply to this Agreement: (i) headings and captions are for convenient reference only and in no way define or limit the terms of this Agreement; (ii) use of the word "including" shall not be interpreted to exclude anything else; (iii) use of the words "termination" or "expiration" are interchangeable unless the context requires otherwise; (iv) use of the words "will" and "shall" have the same meaning, are interchangeable unless the context requires otherwise and denote a mandatory obligation; (v) the singular of any word is interchangeable with the plural and vice-versa; (vi) the neuter, masculine and feminine of any word are interchangeable with each other; (vii) whenever a Party's approval or consent is required, such approval or consent shall not be unreasonably withheld, conditioned or delayed; and (viii) each exhibit to this Agreement and each part of Tenant's Information approved by Landlord is an integral part of, and incorporated within, this Agreement.

(j) Each Party, and the person(s) subscribing this Agreement on such Party's behalf, respectively represent and warrant to the other Party that (i) such Party and the person(s) subscribing this Agreement on such Party's behalf each have full power and authority to subscribe and deliver this Agreement; (ii) this Agreement has been executed and delivered by such Party pursuant to all requisite authority and (iii) this Agreement constitutes a valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

22. **Prior Agreement Terminated.** Landlord and Tenant agree that this Agreement replaces the Original Agreement dated November 3, 1993 by and between Landlord and Pactel Cellular Inc. of Georgia which Original Agreement is referenced internally by Tenant as Contract #NG139. Said Original Agreement is hereby deemed terminated.

23. **Effective Date.** The Effective Date of this Agreement is the date on which this Agreement is last executed by the Parties.

Tenant Site Name: WEST DULUTH

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

FULTON COUNTY, GEORGIA

BY: 

NAME:

ROBERT L. PITTS

TITLE:

CHAIRMAN

Date:

4/24/2020

Attest:


Tonya R. Grler, Interim Clerk to the Commission

Approval as to Form:


Office of the County Attorney

TENANT:

CELLCO PARTNERSHIP

d/b/a Verizon Wireless

BY: 

NAME: Jim Blake

TITLE: Director-Network Field Engineering

Date:

3.21.2020

P:\CAContracts\Land\Verizon\1.22.20.CELL TOWER BASE LEASE - Verizon (DREAM).redlines.docx

15.

Cell Lease Template-07.22.19

18564102V2

ITEM # 2020-0018
RECESS MEETING

RCS 1.22.20

EXHIBIT "A"

Telecommunications Tower Location

All that tract or parcel of land lying in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

Beginning at a point located at the intersection of the southwest right-of-way line of Morton Road with the southeast right-of-way line of Jones Bridge Road; running thence along the southwesterly side of Morton Road S57°45'E a distance of 356.62 feet to a point; running thence along a course S42°22'W a distance of 438.68 feet to a point; running thence N47°38'W a distance of 379.98 feet to the southeasterly right-of-way line of Jones Bridge Road; running thence N46°57'E along the southeasterly line of Jones Bridge Road a distance of 380.88 feet to the intersection of the right-of-way line of Jones Bridge Road with the southwesterly right-of-way of Morton Road at the point of beginning. Said property containing 3.43 acres more or less, and being fully shown and described on plat and plan designated as "Proposed Water Storage Facility on Property of Mildred H. Long and Lewis E. Long, Jones Bridge Road and Morton Road", on file in the Public Works Department of Fulton County, Georgia.

Exhibit A

Tenant Site Name: WEST DULUTH

EXHIBIT "B"

Tenant is authorized to install, operate and maintain the following Equipment on the Tower:

The following shall be installed with a centerline of 160' AGL:

- Three (3) Kathrein 80010510V01 / AIR21 Antennas
- Three (3) Amphenol BXA-70063-6CF Antennas
- Six (6) CSS SA-13-86-0D Antennas

- Six (6) Westell AWC-TMA-DD-700-C TMAs
- Six (6) CSS DBC-750 Diplexers
- One (1) Raycap RRFDC-3315-PF-48 Surge Suppressor

- One (1) 1-5/8" Hybrid Fiber Cable
- Twelve (12) 7/8" Coax Lines

Exhibit B

6428.000/252188.4
18564102V2

EXHIBIT "C" Page 1 of 2

Tenant Ground Space Area

LEGAL DESCRIPTION

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point on the centerline of a 20-foot wide access easement; thence leave said southeasterly right-of-way line of Jones Bridge Road and run along said centerline the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said centerline and running South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to an iron pin set; running thence North 45 degrees 55 minutes 24 seconds West a distance of 25.00 feet to an iron pin set; running thence North 44 degrees 04 minutes 36 seconds East a distance of 12.00 feet to an iron pin set; running thence South 45 degrees 55 minutes 24 seconds East a distance of 25.00 feet to an iron pin set; running thence South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to a point which marks THE POINT OF BEGINNING; said tract being shown as containing 0.007 acre or 300.0 square feet on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

EXHIBIT "D" Page 1 of 2

Tenant Access Easement

LEGAL DESCRIPTION

20-FOOT WIDE ACCESS EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the termination of said centerline; said property being shown as a 20-foot wide access easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

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Tenant Site Name: WEST DULUTH

EXHIBIT "D" Page 2 of 2

Tenant Access Easement

DEPICTION

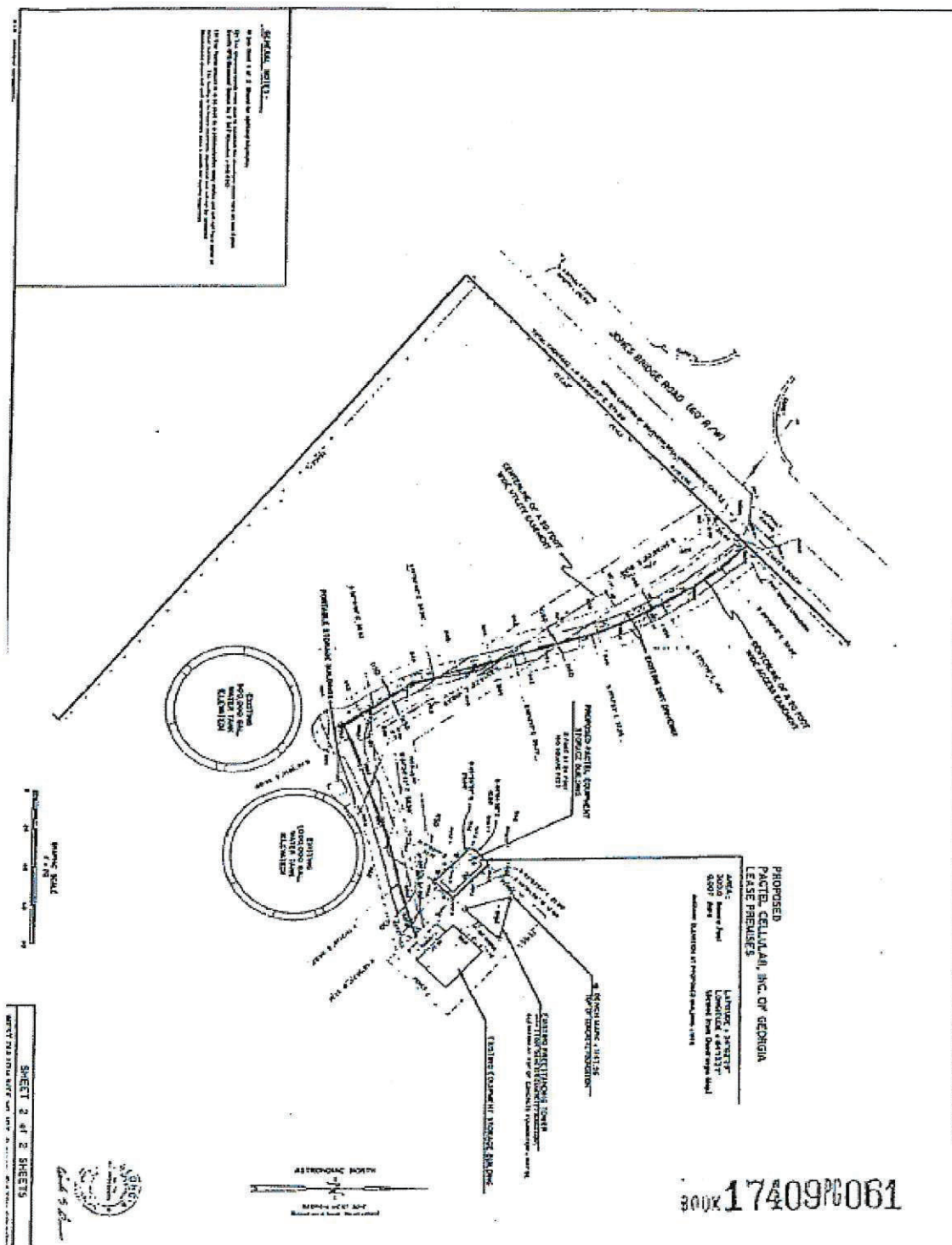


EXHIBIT "E" Page 1 of 2

Tenant Utility Easement

LEGAL DESCRIPTION

20-FOOT WIDE UTILITY EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 177.32 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 34 degrees 36 minutes 20 seconds East a distance of 91.95 feet to a power pole; South 35 degrees 14 minutes 22 seconds East a distance of 100.39 feet to a power pole; North 81 degrees 38 minutes 45 seconds East a distance of 58.56 feet to a power pole; North 31 degrees 03 minutes 19 seconds East a distance of 24.19 feet to a point which marks the termination of said centerline; said tract being shown as a 20-foot wide utility easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

Tenant Site Name: WEST DULUTH

EXHIBIT "E" Page 2 of 2

Tenant Utility Easement

DEPICTION

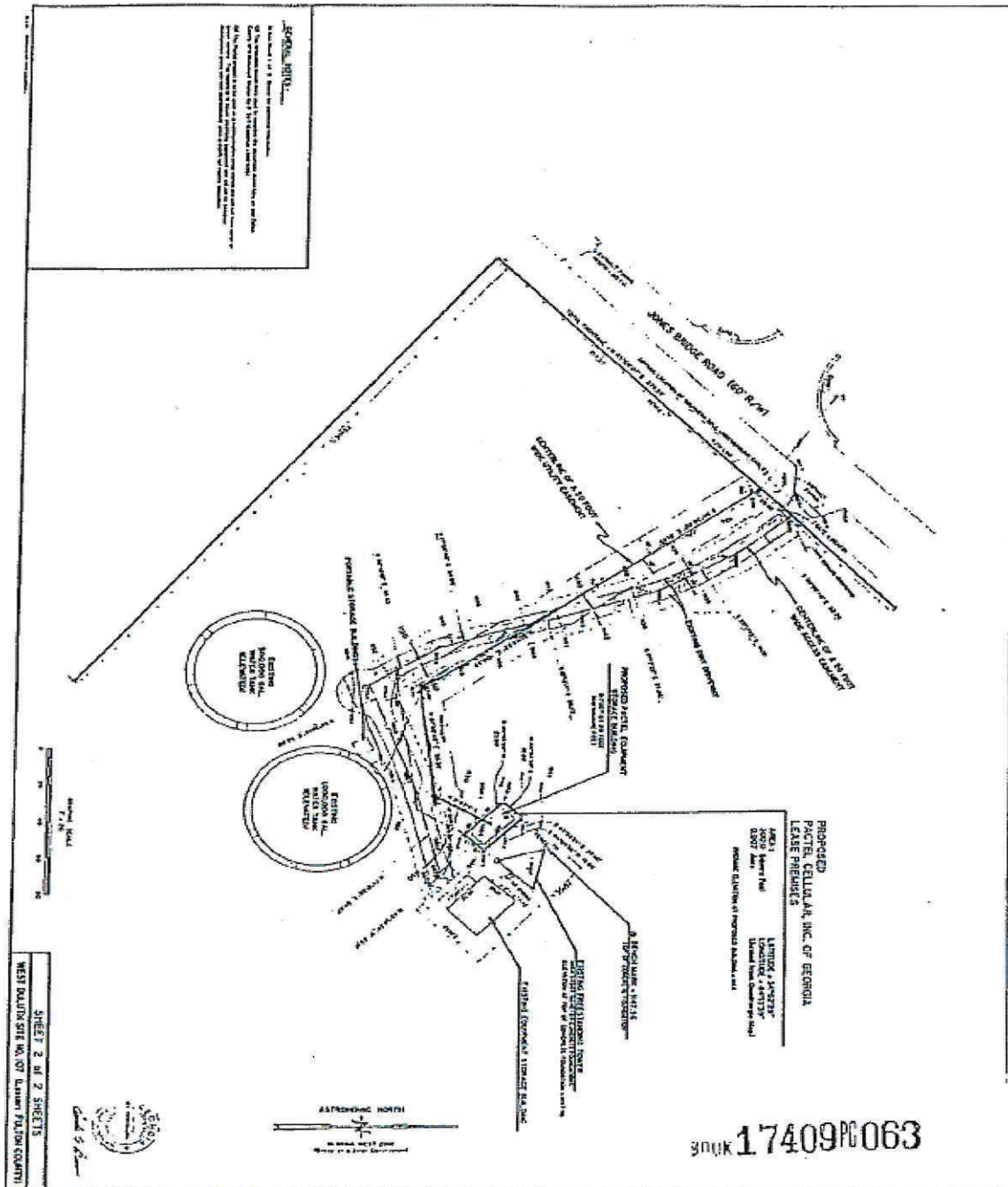


EXHIBIT "F" Page 1 of 2

Fulton County Code § 172-63

Sec. 172-63. - Leasing county-owned buildings and structures for location of telecommunications antennas.

- (a) The purpose of this section is to establish general requirements for the leasing of space on buildings and structures owned by Fulton County for the siting of telecommunications antennas. The board of commissioners finds that leasing space on county-owned buildings and structures for installation of telecommunications antennas may:
 - (1) Encourage the location of antennas in such a way as to minimize the total number of telecommunications towers throughout the community;
 - (2) Encourage users of antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal; and
 - (3) Enhance the ability of the providers of telecommunication services to provide such services to the community quickly, effectively and efficiently.
- (b) Subject to approval by the board of commissioners, a lease agreement entered into with a telecommunications provider for installation of a telecommunications antenna on a county-owned building or structure shall generally make provision for the following:
 - (1) The telecommunications provider shall pay a customary rent which shall be recommended by Fulton County staff for all but the most unusual county-owned buildings or structures.
 - (2) The telecommunications provider shall be guaranteed appropriate access to the antenna for the life of the lease agreement, but the provider shall agree in advance to necessary changes in access (at no cost to Fulton County) which may be later reasonably required by Fulton County.
 - (3) The lease agreement shall provide for removal of the antenna and accessory structures by the telecommunications provider at the close of the lease or in the case of abandonment of the antenna.
 - (4) The lease agreement shall not prevent the sale of the building or structure by Fulton County, provided that any such sale shall be subject to the lease agreement.
 - (5) The lease agreement shall provide that Fulton County may reasonably require relocation of the antenna to another location upon the building or structure, or relocation to a different county-owned building or structure.
 - (6) Prior to preparation of the lease agreement, Fulton County staff shall ensure that the proposed installation of a telecommunications antenna will not conflict with any utilization of the building or structure by Fulton County.
 - (7) The lease agreement shall provide for indemnification of Fulton County in a form satisfactorily to the county attorney.
 - (8) The lease agreement shall require the lessee to comply with all applicable federal, state, and local ordinances, regulations and statutes, and shall provide that Fulton County may review and approve any plans and specifications prior to installation of the antenna.
 - (9) The lease agreement shall require insurance, including, but not limited to, coverage for public liability and property damage, in a form and amount satisfactory to Fulton County.
 - (10) If determined by the county attorney to be more advantageous to Fulton County, the agreement shall instead be in the form of a license or easement, provided that the foregoing guidelines are adhered to.

Tenant Site Name: WEST DULUTH

- (11) A duly-noticed public hearing shall be held by the board of commissioners prior to approval of any lease agreement for installation of a telecommunications antenna on a county-owned building or structure.
- (c) Notice of the public hearing shall be given at least 15 days prior to the date of the board of commissioners hearing and shall be published in a newspaper of general circulation. The development services department shall post a sign in a conspicuous location on each public street frontage of the subject property, and shall give notice by regular mail to all property owners within 300 feet of the boundaries of the property who appear on the tax records of Fulton County. The published notice shall contain the time, place, and purpose of the board of commissioners hearing and the location of the property. Notice shall not be considered inadequate if the signs are removed or mail not delivered.

(96-1115, 10-16-96); Res. of 5-7-97, § 3)

*Recording prepared by
and after recording return to:*

Jeffrey M. Clark
Miller & Martin, PLLC
401 Commerce Street, Suite 720
Nashville, TN 37219

Cross Reference:
Deed Book 17409, Page 049

Tenant Site Name: WEST DULUTH
Parcel Ref No.: 11 038001510343

FULTON County, Georgia

MEMORANDUM OF CELL TOWER LEASE AGREEMENT

This Memorandum of an Cell Tower Lease Agreement (“**Memorandum**”) is entered into on this ____ day of _____, 2020, by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, with a mailing address of 141 Pryor Street, Suite G119, Atlanta, Georgia 30303 (hereinafter referred to as “**Landlord**”) and **CELLCO PARTNERSHIP**, a Delaware general partnership d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (hereinafter referred to as “**Tenant**”).

1. Landlord and Pactel Cellular Inc. of Georgia (“Original Tenant”) entered into that certain Lease Agreement dated November 3, 1993 (“Original Agreement”) and recorded in Deed Book 17409 Page 049, for space on Landlord’s tower, along with 300 square feet of ground space, together with easements for ingress, egress and utilities thereto as more particularly described in the Original Agreement.
2. Tenant is the successor in interest to Original Tenant.
3. Landlord and Tenant entered into that certain Tower Lease Agreement dated of even date herewith (the “**Lease**”) replacing the Original Agreement and documenting Tenant’s right to install, operate and maintain certain wireless communications

equipment on Landlord's tower, along with the lease of 300 square feet of ground space, together with easements for ingress, egress and utilities thereto as such ground space and easements are more particularly described in Exhibit "A" attached hereto and made a part hereof.

4. Landlord shall lease the Premises to Tenant for an initial lease term of Ten (10) years commencing on March 1, 2020. The Lease provides for renewal terms that may extend the term of the Lease for up to Two (2) additional Five (5) year terms which may be exercised upon the terms and conditions as set forth in the Lease.
5. This Memorandum has been prepared to provide notice that the site is subject to the terms and conditions of the Lease which terms are hereby incorporated by reference into this Memorandum.
6. This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.
7. The terms, covenants, and provisions of the Lease of which this is a Memorandum shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of Landlord and Tenant.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum as of the date first written above.

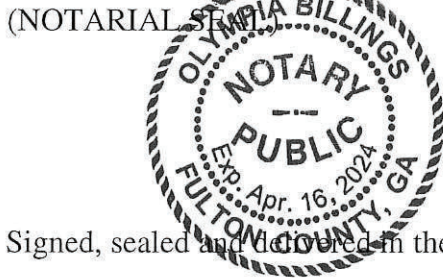
Signed, sealed and delivered in the presence of: **LANDLORD:**

FULTON COUNTY, GEORGIA

DeMarco Powell
Witness

DeMarco Powell
Print Witness Name

Offyr Billups
Notary Public
My Commission Expires: 4/16/2024



Signed, sealed and delivered in the presence of:

Michael Haggerty
Witness

MICHAEL HAGGERTY
Print Witness Name

Herri D. Kelly
Notary Public
My Commission Expires: 8-1-2023

By: *Robert L. Pitts*
Name: ROBERT L. PITTS
Title: CHAIRMAN
Date: 4/24/2020

Tonya R. Grider
Tonya R. Grider, Interim Clerk of the
Commission

Approval as to Form
Patricia Parks
Office of the County Attorney

TENANT:

CELLCO PARTNERSHIP d/b/a Verizon Wireless

By: *Jim Blake*
Name: Jim Blake
Title: Director-Network Field Engineering
Date: 3.20.2020

Exhibit A (Page 1 of 3)

Legal Description of Tenant Ground Space Area

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point on the centerline of a 20-foot wide access easement; thence leave said southeasterly right-of-way line of Jones Bridge Road and run along said centerline the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said centerline and running South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to an iron pin set; running thence North 45 degrees 55 minutes 24 seconds West a distance of 25.00 feet to an iron pin set; running thence North 44 degrees 04 minutes 36 seconds East a distance of 12.00 feet to an iron pin set; running thence South 45 degrees 55 minutes 24 seconds East a distance of 25.00 feet to an iron pin set; running thence South 44 degrees 04 minutes 36 seconds West a distance of 6.00 feet to a point which marks THE POINT OF BEGINNING; said tract being shown as containing 0.007 acre or 300.0 square feet on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

Exhibit A (Page 2 of 3)

Legal Description of Tenant Access Easement

20-FOOT WIDE ACCESS EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 197.80 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 39 degrees 20 minutes 46 seconds East a distance of 32.28 feet to a point; South 29 degrees 17 minutes 15 seconds East a distance of 41.10 feet to a point; South 17 degrees 17 minutes 23 seconds East a distance of 37.86 feet to a point; South 15 degrees 13 minutes 17 seconds East a distance of 36.23 feet to a point; South 17 degrees 58 minutes 46 seconds East a distance of 34.96 feet to a point; South 32 degrees 41 minutes 01 second East a distance of 36.63 feet to a point; North 68 degrees 30 minutes 14 seconds East a distance of 53.00 feet to a point; North 74 degrees 21 minutes 28 seconds East a distance of 54.97 feet to a point; North 45 degrees 55 minutes 24 seconds West a distance of 23.31 feet to a point which marks the termination of said centerline; said property being shown as a 20-foot wide access easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.

Exhibit A (Page 3 of 3)

Legal Description of Tenant Utility Easement

20-FOOT WIDE UTILITY EASEMENT

ALL THAT TRACT or parcel of land lying and being in Land Lot 152 of the 1st District, 1st Section, Fulton County, Georgia, being a 20-foot wide strip of land, the centerline of which being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, commence at an iron pin found on the intersection of the land lot line common to Land Lots 133 and 152, aforesaid District, Section, and County, with the southeasterly right-of-way line of Jones Bridge Road (a 60-foot wide right-of-way); thence leave said common land lot line and run along said southeasterly right-of-way line of Jones Bridge Road North 45 degrees 29 minutes 51 seconds East a distance of 54.03 feet to an iron pin found; thence continue along said southeasterly right-of-way line of Jones Bridge Road and run North 45 degrees 09 minutes 07 seconds East a distance of 177.32 feet to a point which marks the POINT OF BEGINNING; FROM THE POINT OF BEGINNING AS THUS ESTABLISHED, thence leaving said southeasterly right-of-way line of Jones Bridge Road and running the following courses and distances: South 34 degrees 36 minutes 20 seconds East a distance of 91.95 feet to a power pole; South 35 degrees 14 minutes 22 seconds East a distance of 100.39 feet to a power pole; North 81 degrees 38 minutes 45 seconds East a distance of 58.56 feet to a power pole; North 31 degrees 03 minutes 19 seconds East a distance of 24.19 feet to a point which marks the termination of said centerline; said tract being shown as a 20-foot wide utility easement on a Land Title Survey for PacTel Cellular Inc. of Georgia prepared by Registered Land Surveyors, Inc., certified by Claude S. Brown, Georgia Registered Land Surveyor No. 2420, dated June 7, 1993.



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0083

Meeting Date: 2/2/2022

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution declaring certain Fulton County-owned real property surplus and authorizing a direct sale of the surplus County-owned real property at nominal cost to the East Point Housing Authority, a public body, corporate and politic; authorizing the Chairman to execute all documents necessary to accomplish the sale of the surplus property; authorizing the County Attorney to approve all documents as to form prior to execution by the Chairman; and for other purposes.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to O.C.G.A. §36-9-3(a)(3)(A), a county may dispose of real property to any other body politic without first submitting the sale or conveyance to the process of an auction or the solicitation of sealed bids to a highest responsible bidder.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☒
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The East Point Housing Authority has submitted a formal request to acquire a portion of Fulton County-owned real property located at the intersection of Connally Road and Norman Berry Drive within the City of East Point for the purpose providing onsite parking for the renovated Nelms House, a project that will provide 88 affordable housing units for the citizens of

Fulton County. In accordance with County policy, prior to the disposition of surplus real property the Department of Real Estate and Asset Management (DREAM), has completed an internal assessment of the subject property consisting of approximately 0.131 acres, concluded the subject property is not essential for the operational needs of Fulton County and supports the transfer of real property rights of the subject property to the East Point Housing Authority. Approval of the Board of Commissioners is being requested to declare the subject real property surplus and to authorize a direct sale to the East Point Housing Authority for a nominal cost (\$10.00)

Community Impact: The sale of the subject real property to the East Point Housing Authority will provide additional onsite parking once the renovations of the Helms House, a highrise residential development with 88 units at 1600 Connally Drive, East Point, Georgia, are completed. The City of East Point has agreed to convey abandoned North Cheney Street to the Housing Authority. Once abandoned, the former North Cheney Street will be assembled with the subject property to add parking and provide emergency vehicle turn-around and a one-way egress to Connally Drive.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of the sale of the subject property consisting of approximately 0.131 acres to the East Point Housing Authority for the price of ten dollars (\$10.00).

Project Implications: Pending approval, the sale of this property will facilitate the restoration of a blighted property into 88 units of affordable housing and is consistent with the County-wide initiative that Fulton County be efficient and fiscally responsible with its assets and resources.

Community Issues/Concerns: None

Department Issues/Concerns: None

History of BOC Agenda Item: This Item has not previously been before the BOC. It is not a Purchasing Item.

After Recording Return to:
Fulton County Land Division
Michael A. Graham, Land Administrator
141 Pryor Street NW, Suite 8021
Atlanta, Georgia 30303

STATE OF GEORGIA
COUNTY OF FULTON

QUITCLAIM DEED

THIS INDENTURE, made this ____ day of _____, 2021 between **FULTON COUNTY, a political subdivision of the State of Georgia**, as party of the first part, hereinafter called Grantor, and **EAST POINT HOUSING AUTHORITY**, as party of the second part, hereinafter called Grantee (the words "Grantor" and "Grantee" to include their respective heirs, successors and assigns where the context requires or permits).

WITNESSETH that: The said Grantor for and in consideration of the sum of One and NO/100 Dollars (\$1.00) and other good and valuable consideration in hand paid at and before the sealing and delivery of these presents, the receipt and sufficiency of all of which being hereby acknowledged, has bargained, sold and conveyed, and by these presents does hereby bargain, sell, remise, release and forever QUITCLAIM to the said Grantee all the right, title, interest, claim or demand which the said Grantor has or may have had in and to:

All that tract or parcel of land lying and being in Land Lot 156 of the 14th District of Fulton County, City of East Point, Georgia, being Tract 1 and Tract 2 as described in Exhibit "A" and as shown on Exhibit "B", both of which are attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the said described premises, together with all and singular the rights, members and appurtenances thereof, unto the said Grantee so that neither the said Grantor nor any other person or persons claiming under Grantor shall at any time claim or demand any right, title or interest to the aforesaid described premises or its appurtenances.

Grantee, by its acceptance and recordation of this indenture, accepts the Property in "as-is, where-is, with all faults" condition and subject to all easements and other matters of record.

IN WITNESS WHEREOF, the said Grantor has signed and sealed this deed, the year and day above first stated.

Signed, sealed and delivered this _____ day of _____, 2021
in the presence of:

FULTON COUNTY, a political subdivision of
the State of Georgia

Witness

By: _____
Robert L. Pitts, Chairman
Fulton County Board of Commissioners

[Notarial Seal]

Attest: _____
Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Office of the County Attorney

EXHIBIT "A"
Legal Description - Tract 1

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 14TH DISTRICT, FULTON COUNTY, CITY OF EAST POINT, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the intersection formed by the Southern Right-of-Way of Connally Dr. (60' Right-of-Way) and the Western Right-of-Way of N. Cheney St. (35 ft Right-of-Way) said point being the Point of Comencement (POC);

THENCE South 29 degrees 53 minutes 33 seconds West for a distance of 17.35 ft. to a point being the POINT OF BEGINNING;

THENCE South 29 degrees 53 minutes 33 seconds West for a distance of 129.65 ft. to a point;

THENCE North 62 degrees 33 minutes 26 seconds West for a distance of 23.49 ft. to a point;

THENCE along a curve to the right having a radius of 102.55 and an arc length of 1449.37 ft., being subtended by a chord of North 40 degrees 04 minutes 25 seconds East for a distance of 132.75 ft. to a point being the POINT OF BEGINNING;(POB)

Together with and subject to covenants, easements, and restrictions of record.

Said tract containing 3,735 SF 0.086 acres more or less.

EXHIBIT "A"
Legal Description - Tract 2

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 156 OF THE 14TH DISTRICT, FULTON COUNTY, CITY OF EAST POINT, GEORGIA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at the intersection formed by the Southern Right-of-Way of Connally Dr. (60' Right-of-Way) and the Western Right-of-Way of N. Cheney St. (35 ft Right-of-Way) said point being the Point of BEGINNING (POB);

THENCE South 29 degrees 53 minutes 33 seconds West for a distance of 17.35 ft. to a point;

THENCE along a curve to the left having a radius of 102.55 and an arc length of 144.38 ft., being subtended by a chord of South 40 degrees 04 minutes 25 seconds West for a distance of 132.75 ft. to a point;

THENCE North 62 degrees 33 minutes 26 seconds West for a distance of 6.58 ft. to a point;

THENCE along a curve to the right having a radius of 228.00 and an arc length of 71.43 ft., being subtended by a chord of North 21 degrees 33 minutes 16 seconds East for a distance of 71.14 ft. to a point;

THENCE North 30 degrees 15 minutes 28 seconds East for a distance of 76.19 ft. to a point;

THENCE South 62 degrees 33 minutes 26 seconds East for a distance of 39.91 ft. to a point;

Together with and subject to covenants, easements, and restrictions of record.

Said tract containing 1,946 SF 0.045 acres more or less.

1 A RESOLUTION DECLARING CERTAIN FULTON COUNTY-OWNED REAL
2 PROPERTY AS SURPLUS AND AUTHORIZING A DIRECT SALE OF THE
3 SURPLUS FULTON COUNTY-OWNED REAL PROPERTY TO THE EAST
4 POINT HOUSING AUTHORITY, A PUBLIC BODY, CORPORATE AND
5 POLITIC; AUTHORIZING THE CHAIRMAN TO EXECUTE ALL DOCUMENTS
6 NECESSARY TO ACCOMPLISH THE SALE OF THE SURPLUS PROPERTY;
7 AUTHORIZING THE COUNTY ATTORNEY TO APPROVE ALL DOCUMENTS
8 AS TO FORM PRIOR TO EXECUTION BY THE CHAIRMAN; AND FOR
9 OTHER PURPOSES.
10

11 WHEREAS, Fulton County, Georgia ("Fulton County") owns certain real
12 property located at 0 Norman Berry Drive, East Point, Georgia, consisting of an
13 unimproved remnant leftover from the realignment of Norman Berry Drive; and

14 WHEREAS, a portion of the unimproved remnant of approximately 0.131
15 acres (the "Property") is needed to complete the renovation of a blighted high rise
16 apartment building by the Housing Authority of the City of East Point, Georgia
17 ("East Point Housing Authority"); and

18 WHEREAS, the Property is further described in Exhibit "A," attached
19 hereto and made a part hereof by reference; and

20 WHEREAS, O.C.G.A. § 36-9-2 provides that "the county governing
21 authority shall have the control of all property belonging to the county and may,
22 by order entered on its minutes, direct the disposal of any real property which
23 may lawfully be disposed of and make and execute good and sufficient title
24 thereof on behalf of the county"; and

25 WHEREAS, pursuant to O.C.G.A. § 36-9-3(a)(3)(A), Fulton County may
26 declare real property as surplus and convey real property to another
27 governmental entity without first having to offer this real property by bid to a
28 highest responsible bidder; and

1 **WHEREAS**, the East Point Housing Authority, a public body, corporate
2 and politic, has approached Fulton County with a proposal to acquire the
3 Property for ten dollars (\$10.00) to add parking and to provide emergency vehicle
4 turn-around and one-way egress to Connally Drive because the subject property
5 is needed for the redevelopment of the high-rise property, formally known as the
6 Nelms House, located at 1600 Connally Drive, for the completion of planned
7 onsite construction of 88 affordable housing units which will be added to the City
8 of East Point community; and

9 **WHEREAS**, Fulton County and the City of East Point support the East
10 Point Housing Authority in its efforts to remove blighted properties in the City of
11 East Point and supports the redevelopment plan; and

12 **WHEREAS**, the East Point Housing Authority has agreed to pay all costs
13 of the sale including the appraisal, title report and closing attorney fees; and

14 **WHEREAS**, the Fulton County Board of Commissioners finds that it is in
15 the public interest for Fulton County to declare as surplus and sell the Property to
16 the East Point Housing Authority for ten dollars (\$10.00) to benefit the public.

17 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of
18 Commissioners hereby declares the Property to be surplus to the needs of the
19 County and authorizes the sale, conveyance and delivery of the Property to the
20 East Point Housing Authority for the price of ten dollars (\$10.00).

21 **BE IT FURTHER RESOLVED** that the County Attorney is authorized to
22 approve any documents necessary to consummate the sale as to form and to
23 make modifications to such documents prior to execution by the Chairman to

1 protect the interests of the County.

2 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of
3 Commissioners (or Vice-Chairman, in the Chairman's absence) is hereby
4 authorized to execute all documents necessary to accomplish the sale of the
5 Property as authorized by this Resolution.

6 **BE IT FINALLY RESOLVED** that this Resolution shall become effective
7 upon its adoption, and that all resolutions and parts of resolutions in conflict with
8 this Resolution are hereby repealed to the extent of the conflict.

9 **SO PASSED AND ADOPTED**, this _____ day of _____, 2022.

10 **BOARD OF COMMISSIONERS**

11
12
13
14
15 _____
16 Robert L. Pitts, Chairman
17 Fulton County Board of Commissioners
18

19 **ATTEST:**

20
21
22
23
24 _____
25 Tonya R. Grier
26 Clerk to the Commission
27

28
29 **APPROVED AS TO FORM:**

30
31
32 _____
33 Y. Soo Jo, County Attorney
34



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0084

Meeting Date: 2/2/2022

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a change order less than 10% - Department of Public Works, 20ITBC124903A-FB, Corporation Stops and Brass Fittings to increase the unit prices as outlined in the attached pricing sheet with Delta Municipal Supply Company (Lawrenceville, GA), to provide corporation stops and brass fittings. No additional funding is required. Effective upon BOC approval.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-420, contract modifications within the scope of the contract and necessary for contract completion of the contract, in the specifications, services, time of performance or terms and conditions of the contract shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☒
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background: Department of Public Works recommends approval of change order less than 10%, 20ITBC124903A-FB, Corporation Stops and Brass Fittings to increase the unit prices as outlined in the attached pricing sheet.

Scope of Work: The contract with Delta Municipal Supply Company provides for the procurement of corporation stops and brass fittings for water service installation, repair and maintenance for the North Fulton water distribution system. The renewal of the 2022 contract was approved by the Board

of Commissioners on October 20, 2021. However, due to the pandemic, which is impacting the supply chain, Delta Municipal Supply Company requests an average increase of 28% of the previously approved unit prices. The new unit prices for the various materials purchased by Public Works under this contract are shown in Exhibit 1. If this contract with the revised unit prices is approved, the contract amount will remain at \$200,000.00 and will not be increased without BOC approval.

Community Impact: Approval of unit price increases will avoid delays in procurement of corporation stops and brass fittings. Failure to procure and maintain these items in stock can negatively impact the operation of the Water Services Division in maintaining water systems and services.

Department Recommendation: The Department of Public Works recommends approval of change order less than 10% to the contract with Delta Municipal Supply Company not to exceed the awarded amount of \$200,000.00.

Project Implications: Increase in unit cost without increasing the awarded contract amount may inhibit the ability to procure corporation stops and brass fittings for water service installation, repair and maintenance for the North Fulton water distribution system.

Community Issues/Concerns: Public Works staff is not aware of any community issues or concerns.

Department Issues/Concerns: The Department of Public Works does not have any issues or concerns with the proposed price increase.

Contract Modification:

Current Contract History	BOC Item	Date	Dollar Amount
Original Award Amount	20-0404	6/3/2020	\$266,236.72
1st Renewal	20-0960	12/16/2020	\$266,236.72
2 nd Renewal	21-0821	10/20/2021	\$200,000.00
Change Order No. 1			\$0.00
Total Revised Amount			\$732,473.44

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Contract Value: \$No Cost

Prime Vendor: Delta Municipal Supply Co.

Prime Status: Non-Minority

Location: Lawrenceville, GA

County: Gwinnett County

Prime Value: \$No Cost

Subcontractor: None

Total Contract Value: \$No Cost

Total M/FBE Value: **\$0****Exhibits Attached** *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: Change Order Agreement No.1

Exhibit 2: Contractor Performance Report

Exhibit 3: Revised Pricing Sheet

Contact Information *(Type Name, Title, Agency and Phone)*

Nick Ammons, Public Works, Deputy Director - 404-612-7530

Contract Attached

No

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$266,236.72

Previous Adjustments: \$466,236.72

This Request: \$0.00

TOTAL: \$732,473.44

Grant Information Summary

Amount Requested:

Match Required:

Start Date:

End Date:

Match Account \$:

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source**Funding Line 1:**

203-540-5453-1450: Water & Sewer R & E, Public Works, Maintenance Supplies - \$0.00

Key Contract Terms	
Start Date: Upon approval	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating: 4.0

Would you select/recommend this vendor again?

Yes

Report Period Start:
1/1/2021

Report Period End:
7/31/2021

CHANGE ORDER NO. 1 TO FORM OF CONTRACT

Contractor: **Delta Municipal Supply Company**

Contract No. **20ITBC124903A-FB, Corporation Stops and Brass Fittings**

Address: **P. O. Box 464412**
City, State **Lawrenceville, GA 30042**

Telephone: **770-277-0211**

E-mail address: David.Lyle@DeltaMunicipal.com

Contact: **David Lyle**
Vice President

W I T N E S S E T H

WHEREAS, Fulton County ("County") entered into a Contract with Delta Municipal Supply Company to provide corporation stops and brass fittings dated June 3, 2020 on behalf of the Department of Public Works.; and

WHEREAS, to increase current unit prices of commodities per the attached pricing sheet.

WHEREAS, the Contractor has performed satisfactorily over the period of the contract; and

WHEREAS, this Change Order No. 1 was approved by the Fulton County Board of Commissioners on [Insert Board of Commissioners approval date and item number].

NOW, THEREFORE, the County and the Contractor agree as follows:

This Change Order No. 1 to Form of Contract is effective as of the ____ day of _____, 20__, between the County and Delta Municipal Supply Company, who agree that all Services specified will be performed by in accordance with this Change Order No. 1 to Form of Contract and the Contract Documents.

1. **SCOPE OF WORK TO BE PERFORMED:** Scope of work remains the same in providing corporation stops and brass fittings as needed.
2. **COMPENSATION:** No additional funding is required.
3. **LIABILITY OF COUNTY:** This Change Order No.1 to Form of Contract shall not become binding on the County and the County shall incur no liability upon same until such agreement has been executed by the County Manager, attested to by

the Clerk to the Commission and delivered to Contractor.

4. **EFFECT OF CHANGE ORDER NO. 1 TO FORM OF CONTRACT:** Except as modified by this Change Order No. 1 to Form of Contract, the Contract, and all Contract Documents, remain in full force and effect.

[INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

OWNER:

FULTON COUNTY, GEORGIA

CONTRACTOR:

**DELTA MUNICIPAL SUPPLY
COMPANY**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

David Lyle
Vice President

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

Secretary/
Assistant Secretary

(Affix County Seal)

(Affix Corporate Seal)

APPROVED AS TO FORM:

ATTEST:

Office of the County Attorney

Notary Public

APPROVED AS TO CONTENT:

County: _____

David Clark, Director
Department of Public Works

Commission Expires: _____

(Affix Notary Seal)

ITEM#: _____ RCS: _____ RECESS MEETING	ITEM#: _____ RM: _____ REGULAR MEETING
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DEPARTMENT OF PURCHASING & CONTRACT COMPLIANCE

CONTRACTORS PERFORMANCE REPORT
OTHER SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
2/25/2021	6/22/2021	2/25/2021	12/31/2021
PO Number			PO Date
20ITBC124903A-FB			2/25/2021
Department			
Public Works			
Bid Number	20ITBC124903A-FB		
Service Commodity	Corporation Stops and Brass Fittings		
Contractor	Delta Municipal Supply		

= Unsatisfactory	Achieves contract requirements less than 50% of the time, not responsive, effective and/or efficient; unacceptable delay, incompetence, high degree of customer dissatisfaction.
= Poor	Achieves contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customers somewhat satisfied.
= Satisfactory	Achieves contract requirements 80% of the time; generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.
= Good	Achieves contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied.
= Excellent	Achieves contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.

. Quality of Goods/Services (-Specification Compliance - Technical Excellence - Reports/Administration - Personnel Qualification)

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

This vendor provided excellent goods and services

. Timeliness of Performance (-Were Milestones Met Per Contract - Response Time (per agreement, if applicable) - Responsiveness to Direction/Change - On Time Completion Per Contract)

Comments:

☐ 0

☐ 1

☐ 2

☐ 3

☒ 4

This vendor provided excellent timeliness of performance

. Business Relations (-Responsiveness to Inquiries - Prompt Problem Notifications)

Comments:

☐ 0

☐ 1
☐ 2
☐ 3
☒ 4

This vendor's responsiveness was excellent

Customer Satisfaction (-Met User Quality Expectations - Met Specification - Within Budget - Proper Invoicing - No Substitutions)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:
This vendor met quality expectations

Contractors Key Personnel (-Credentials/Experience Appropriate - Effective Supervision/Management - Available as Needed)

☐ 0
☐ 1
☐ 2
☐ 3
☒ 4

Comments:
This vendor's experience and supervision was excellent

Overall Performance Rating: 4.0

Would you select/recommend this vendor again? Check box for Yes. Leave Blank for No <input checked="" type="radio"/> Yes <input type="radio"/> No	Rating completed by: <i>Bonnie Willis</i>	
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Department Head Name	Department Head Signature	Date
<i>David Clark</i>	<i>[Signature]</i>	6/21/2021

2017B124903A-FB - Corporation Stops & Brass Fittings										Delta Municipal Requested Increase Percentage
2021 Purchase Order Quantities	2021 Purchase Order Unit Prices	2021 Total Amount	Fulco 2022 PPI 19.5% Approved Increase Unit Prices	Fulco 2022 PPI 19.5% Approved Increase Total Amount	Delta Municipal Requested Unit Price Increase	Delta Municipal Requested Pricing Totals				
1) Corporation Stop- 3/4" x 3/4" x 3/4" Male Iron Pipe Thread Inlet by Grip Joint For Copper or Plastic Tubing (CTS) Outlet, Ford Meter Box Company Inc. Model # F600-3-NL, AY McDonald Model # 74701 3/4 AWWA Inlet X Flare	200 \$ 24.15 \$	4,830.00 \$	28.86 \$	5,771.85 \$	33.65 \$	6,730.00 \$				28.23%
Line 1 Corporation Stops- 1" x 1" x 1" AWWA/CC Taper Thread Inlet by Grip Inlet For Copper or Plastic Tubing (CTS) Outlet, Ford Meter Box Company Inc. Model # F600-4-NL, AY McDonald Model # 74701 1 AWWA Inlet x Flare	0 \$ 36.47 \$	- \$	43.58 \$	- \$	50.89 \$	- \$				28.34%
Line 2 Ball Valve Curb Stops- 3/4" x 3/4" x 3/4" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-333W-NL, AY McDonald Model # 76102W 3/4	200 \$ 46.52 \$	9,304.00 \$	55.59 \$	11,118.28 \$	64.81 \$	12,962.00 \$				28.22%
Line 3 4) Ball Valve Curb Stops- 1/2" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-344-W-NL, AY McDonald Model # 76102W 1X3/4X1	10 \$ 54.22 \$	542.20 \$	64.79 \$	647.93 \$	75.59 \$	755.90 \$				28.27%
Line 4 5) Ball Valve Curb Stops- 1" x 1" x 1" Flare Copper Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B21-444-NL, AY McDonald Model # 76102 1	20 \$ 65.14 \$	1,302.80 \$	77.84 \$	1,556.85 \$	90.80 \$	1,816.00 \$				28.26%
Line 5 6) Ball Valve Curb Stops- 3/4" x 3/4" x 3/4" Grip Joint Compression For Copper or Plastic Tubing (CTS) Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B41-333-G-NL, AY McDonald Model # 76102G 3/4	1 \$ 44.47 \$	44.47 \$	53.14 \$	53.14 \$	61.99 \$	61.99 \$				28.26%
Line 6 7) Ball Valve Curb Stops- 3/4" x 3/4" x 3/4" Grip Joint for Copper or Plastic Tubing (CTS) Inlet and Outlet, Ford Meter Box Company Inc. Model # B44-333-G-NL, AY McDonald Model # 76100G 3/4	20 \$ 50.59 \$	1,011.80 \$	60.46 \$	1,209.10 \$	70.53 \$	1,410.60 \$				28.27%
Line 7 8) Ball Valve Curb Stops- 1" x 1" x 1" Grip Joint Compression for Copper or Plastic Tubing (CTS) Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B41-444-G-NL, AY McDonald Model # 76102G 1	0 \$ 67.67 \$	- \$	80.87 \$	- \$	94.30 \$	- \$				28.24%
Line 8										

Line 9	9) Ball Valve Curb Stops – 1" x 1" x 1" Grip Joint for Copper or Plastic Tubing (CTS) Inlet and Outlet, Ford Meter Box Company Inc. Model # B44-444-G-NL, AY McDonald Model # 76100G 1	0	\$	75.28	\$	-	\$	89.96	\$	-	\$	104.90	\$	-	28.24%
Line 10	10) Ball Valve Curb Stop – 3/4" x 3/4" x 3/4" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-333W-NL, AY McDonald Model # 76101W 3/4	0	\$	39.64	\$	-	\$	47.37	\$	-	\$	55.25	\$	-	28.25%
Line 11	11) Ball Valve Curb Stops – 1" x 1" x 1" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-444W-NL	0	\$	60.75	\$	-	\$	72.60	\$	-	\$	84.69	\$	-	28.27%
Line 12	12) Ball Valve Curb Stops – 1-1/2" x 1-1/2" x 1-1/2" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-666W-NL, AY McDonald Model # 76101W 1 1/2	20	\$	122.95	\$	2,459.00	\$	146.93	\$	2,938.51	\$	171.36	\$	3,427.20	28.25%
Line 13	13) Ball Valve Curb Stops – 2" x 2" x 2" Female Iron Pipe Thread Inlet by Female Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # B11-777W-NL, AY McDonald Model # 76101W 2	26	\$	179.04	\$	4,655.04	\$	213.95	\$	5,562.77	\$	249.50	\$	6,487.00	28.24%
Line 14	14) Straight Dual Cart Check Valves- 1" x 1" x 1" Meter Swivel Nut Inlet by Female Iron Pipe Outlet, Ford Meter Box Company Inc. Model # HHC31-444-NL, AY McDonald Model # 711-41F 54	0	\$	50.69	\$	-	\$	60.57	\$	-	\$	70.66	\$	-	28.26%
Line 15	15) Straight Dual Cart Check Valves- 5/8" x 3/4" & 3/4" Integral Female Meter Thread Union Inlet by Male Iron Pipe Thread Outlet, Ford Meter Box Company Inc. Model # HHC38-323-NL, AY McDonald Model # 711-3NP 33	0	\$	41.43	\$	-	\$	49.51	\$	-	\$	57.76	\$	-	28.27%
Line 16	16) Straight Dual Cart Check Valves – 5/8" x 3/4" & 3/4" Female Meter Thread Union Inlet by Male Meter Thread Outlet, Ford Meter Box Company Inc. Model # HHC33-322-NL, AY McDonald Model # 711-3NA 44	2,034	\$	37.67	\$	76,620.78	\$	45.02	\$	91,561.83	\$	53.06	\$	107,924.04	29.00%
Line 17	17) Expansion Connection- 5/8" x 3/4" & 3/4" Hand Wheel Type, Ford Meter Box Company Inc. Model # EC-23-NL, AY McDonald Model # 714-2EHG	0	\$	14.81	\$	-	\$	17.70	\$	-	\$	20.64	\$	-	28.25%
Line 18	18) Flare Copper Couplings – 3/4" x 3/4" x 1-13/16" Flare Copper to Female Iron Pipe Thread, Ford Meter Box Company Inc. Model # C21-33-NL, AY McDonald Model # 74754.75	20	\$	9.76	\$	195.20	\$	11.66	\$	233.26	\$	13.59	\$	271.80	28.18%

Line 19	19) Flare Copper Couplings 1" x 1" x 2-1/8" Flare Copper to Female Iron Pipe Thread, Ford Meter Box Company Inc. Model # C21-44-NL, AY McDonald Model # 74754 1	20	\$	14.92	\$	298.40	\$	17.83	\$	356.59	\$	20.80	\$	416.00	28.27%
Line 20	20) Flare Copper Couplings—3/4" x 3/4" x 2-1/4" Flare Copper to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C28-33-NL, AY McDonald Model # 74753.75	0	\$	9.86	\$	-	\$	11.78	\$	-	\$	13.75	\$	-	28.29%
Line 21	21) Flare Copper Couplings—1" x 1" x 3-5/8" Flare Copper to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C28-44-NL, AY McDonald Model # 74753 1	1	\$	14.10	\$	14.10	\$	16.85	\$	16.85	\$	19.64	\$	19.64	28.21%
Line 22	22) Grip Joint Couplings—3/4" x 3/4" Grip Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-33-G-NL, AY McDonald Model # 747586 3/4	500	\$	13.51	\$	6,755.00	\$	16.14	\$	8,072.23	\$	18.83	\$	9,415.00	28.25%
Line 23	23) Grip Joint Couplings—1/2" x 1" Grip Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-34-G-NL, AY McDonald Model # 747586 3/4X1	0	\$	15.68	\$	-	\$	18.74	\$	-	\$	21.89	\$	-	28.37%
Line 24	24) Grip Joint Couplings 1" x 1" Grip Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-44-G-NL, AY McDonald Model # 747586 1	100	\$	15.44	\$	1,544.00	\$	18.45	\$	1,845.08	\$	21.55	\$	2,155.00	28.35%
Line 25	25) Grip Joint Couplings 1-1/2" x 1-1/2" Grip Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-66-G-NL, AY McDonald Model # 747586 1 1/2	0	\$	51.72	\$	-	\$	61.81	\$	-	\$	72.09	\$	-	28.26%
Line 26	26) Grip Joint Couplings 2" x 2" Grip Joint For Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-77-G-NL, AY McDonald Model # 747586 2	0	\$	69.85	\$	-	\$	83.47	\$	-	\$	97.35	\$	-	28.25%
Line 27	27) Grip Joint Tees—3/4" x 3/4" Grip Joint For CTS to Grip Joint for CTS by Grip Joint For CTS, Ford Meter Box Company Inc. Model # T444-333-G-NL, AY McDonald Model # 74760G 3/4	5	\$	32.70	\$	163.50	\$	39.08	\$	195.38	\$	46.05	\$	230.25	28.99%
Line 28	28) Grip Joint Tees—1" x 1" Grip Joint For CTS to Grip Joint for CTS by Grip Joint For CTS, Ford Meter Box Company Inc. Model # T444-444-G-NL, AY McDonald Model # 74760G 1	1	\$	34.97	\$	34.97	\$	41.79	\$	41.79	\$	48.75	\$	48.75	28.27%

Line 29	29) Quick Joint Couplings – 2" x 2" Quick Joint Couplings for Copper or Plastic Tubing (CTS) Both Ends, Ford Meter Box Company Inc. Model # C44-77-Q-NL, AY McDonald Model # 747580.2	6	\$	69.86	\$	419.16	\$	83.48	\$	500.90	\$	97.35	\$	584.10	28.24%
Line 30	30) Straight Meter Couplings – 5/8" x 3/4" x 2" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-2-NL, AY McDonald Model # 74620 3/4X3/4X2.00	850	\$	7.20	\$	6,120.00	\$	8.60	\$	7,313.40	\$	10.05	\$	8,542.50	28.36%
Line 31	31) Straight Meter Couplings – 5/8" x 3/4" x 2-1/2" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-2-5-NL, AY McDonald Model # 74620 3/4X3/4X2.50	1,700	\$	7.03	\$	11,951.00	\$	8.40	\$	14,281.45	\$	9.81	\$	16,677.00	28.34%
Line 32	32) Straight Meter Couplings – 5/8" x 3/4" x 3" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-3-NL, AY McDonald Model # 74620 3/4X3/4X3.00	50	\$	8.73	\$	436.50	\$	10.43	\$	521.62	\$	12.18	\$	609.00	28.33%
Line 33	33) Straight Meter Couplings – 5/8" x 3/4" x 12" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-23-12-NL, AY McDonald Model # 74620 3/4X3/4X12.00	80	\$	36.95	\$	2,956.00	\$	44.16	\$	3,532.42	\$	46.84	\$	3,747.20	21.11%
Line 34	34) Straight Meter Couplings – 1" x 1" x 2-5/8" Meter Swivel Nut by Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C38-44-2-625-NL, AY McDonald Model # 74620 1X1X2.63	0	\$	7.66	\$	-	\$	9.15	\$	-	\$	10.68	\$	-	28.28%
Line 35	35) Meter Coupling – 1" x 1" x 12" Meter Swivel Nut by Male Iron Pipe Threads, Ford Meter Box Company Inc. Model # C38-44-12-FAB-NL, AY McDonald Model # 74620 1X1X12.00	1	\$	50.05	\$	50.05	\$	59.81	\$	59.81	\$	69.78	\$	69.78	28.27%
Line 36	36) Lok-Pak Meter Couplings – 1-1/2" x 1-1/2" x 2-9/16" Meter Flange by Pack Joint For Iron Pipe, Ford Meter Box Company Inc. Model # CF35-66-NL, AY McDonald Model # 7610-55 1 1/2	5	\$	59.48	\$	297.40	\$	71.08	\$	355.39	\$	82.86	\$	414.30	28.22%
Line 37	37) Lok-Pak Meter Couplings 2" x 2" x 2-13/16" Meter Flange by Pack Joint for Iron Pipe, Ford Meter Box Company Inc. Model # CF35-77-NL, AY McDonald Model # 7610-55 2	1	\$	76.90	\$	76.90	\$	91.90	\$	91.90	\$	107.20	\$	107.20	28.26%
Line 38	38) Large Size Meter Setters- 1-1/2" FNPT x FNPT, AY McDonald Model # 720R600WFF 666	1	\$	493.14	\$	493.14	\$	589.30	\$	589.30	\$	689.33	\$	689.33	28.46%

Line 39	39) Large Size Meter Setters 2" FNPT x FNPT, AY McDonald Model # 720R000WF777	0	\$ 679.99	\$ -	\$ -	\$ 812.59	\$ -	\$ -	\$ 947.41	\$ -	-	28.23%
	40) 40 Series Resetters - 5/8" x 3/4" x 9" Angle Key Valve by Angle Cartridge											
Line 40	Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. # VHC42-9W-NL	1	\$ 112.64	\$ 112.64	\$ -	\$ 134.60	\$ 134.60	\$ -	\$ 163.20	\$ 163.20	-	30.98%
	41) 40 Series Resetters 5/8" x 3/4" x 18" Angle Key Valve by Angle Cartridge											
Line 41	Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VHC42-18W-NL, AY McDonald Model # 718-218LD	0	\$ 127.10	\$ -	\$ -	\$ 151.88	\$ -	\$ -	\$ 183.73	\$ -	-	30.82%
	42) 40 Series Resetters One (1) inch x One (1) x 9" Angle Key Valve by Angle											
Line 42	Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VHC44-9W-NL, AY McDonald Model # 718-409LD	1	\$ 174.05	\$ 174.05	\$ -	\$ 207.99	\$ 207.99	\$ -	\$ 271.09	\$ 271.09	-	35.80%
	43) 40 Series Resetters One (1) inch x One (1) x 18" Angle Key Valve by											
Line 43	Angle Cartridge Dual Check Valve- Meter Thread Inlet and Outlet, Ford Meter Box Company Inc. Model # VHC44-18W-NL, AY McDonald Model # 718-418LD	0	\$ 198.95	\$ -	\$ -	\$ 237.75	\$ -	\$ -	\$ 305.35	\$ -	-	34.85%
	44) Retrosetters- 5/8" x 3/4" Angle Ball Valve Inlet by Angle Cartridge Dual											
Line 44	Check Valve Outlet, Ford Meter Box Company Inc. Model # RETRO- CV8HCNL, AY McDonald Model # 717-204WD	1	\$ 125.20	\$ 125.20	\$ 125.20	\$ 149.61	\$ 149.61	\$ -	\$ 174.44	\$ 174.44	-	28.23%
	45) Flare Copper Multi-Branch— 1-1/2" x 1" x 1" Three Flare Copper by											
Line 45	Single Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # Y28-346-NL, AY McDonald Model # NA	1	\$ 106.17	\$ 106.17	\$ 106.17	\$ 126.87	\$ 126.87	\$ -	\$ 154.10	\$ 154.10	-	31.10%
	46) Flare Copper Multi Branch— 2" x 1" x 1" Three Flare Copper by											
Line 46	Single Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # Y28-347-NL, AY McDonald Model # 708Y3MC 2x1	1	\$ 110.59	\$ 110.59	\$ 110.59	\$ 132.16	\$ 132.16	\$ -	No Quote	\$ -	-	-
	47) 2028 Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford											
Line 47	Meter Box Company Inc. Model # 202B-750-IP4, AY McDonald Model # 3826	0	\$ 77.24	\$ -	\$ -	\$ 92.30	\$ -	\$ -	\$ 107.61	\$ -	-	28.22%
	6X1											

Line 48	48) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-750-IP7, AY McDonald Model # 3826	5	\$ 96.97	\$ 484.85	\$ 115.88	\$ 579.40	\$ 135.18	\$ 675.90	28.27%
Line 49	49) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-IP7, AY McDonald Model # 3826	6	\$ 109.36	\$ 656.16	\$ 130.69	\$ 784.11	\$ 152.65	\$ 915.90	28.36%
Line 50	50) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1212-IP7, AY McDonald Model # 3826	4	\$ 139.54	\$ 558.16	\$ 166.75	\$ 667.00	\$ 194.61	\$ 778.44	28.30%
Line 51	51) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1438-IP7, AY McDonald Model # 3826	0	\$ 158.86	\$ -	\$ 189.84	\$ -	\$ 221.71	\$ -	28.35%
Line 52	52) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-CC3, AY McDonald Model # 3825	1	\$ 95.52	\$ 95.52	\$ 114.15	\$ 114.15	\$ 133.18	\$ 133.18	28.28%
Line 53	53) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-962-CC4, AY McDonald Model # 3825	1	\$ 95.52	\$ 95.52	\$ 114.15	\$ 114.15	\$ 133.18	\$ 133.18	28.28%
Line 54	54) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1212-CC4, AY McDonald Model # 3825 10X1	10	\$ 118.36	\$ 1,183.60	\$ 141.44	\$ 1,414.40	\$ 165.00	\$ 1,650.00	28.27%
Line 55	55) 202B Double Strap Brass Saddles for AC and Ductile Iron Pipe, Ford Meter Box Company Inc. Model # 202B-1438-CC4, AY McDonald Model # 3825 12X1	10	\$ 138.36	\$ 1,383.60	\$ 165.34	\$ 1,653.40	\$ 193.10	\$ 1,931.00	28.35%
Line 56	56) ¾ inch x 1 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-34-NL, AY	1,800	\$ 2.70	\$ 4,860.00	\$ 3.23	\$ 5,807.70	\$ 3.95	\$ 7,110.00	31.65%
Line 57	57) ¾ inch x 1-1/2 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-36-NL, AY	6	\$ 7.23	\$ 43.38	\$ 8.64	\$ 51.84	\$ 10.33	\$ 61.98	30.01%

Line 58	58) ¾ inch x 2 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-377-NL, AY	6	\$	10.53	\$	63.18	\$	12.58	\$	75.50	\$	13.16	\$	78.96	19.98%
Line 59	59) One (1) inch x ¾ inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-43-NL, AY	25	\$	2.70	\$	67.50	\$	3.23	\$	80.66	\$	3.95	\$	98.75	31.65%
Line 60	60) One (1) inch x 1-1/2 inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-46-NL, AY	9	\$	5.90	\$	53.10	\$	7.05	\$	63.45	\$	8.40	\$	75.60	29.76%
Line 61	61) One (1) inch x Two (2) inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-47-NL, AY	1	\$	10.53	\$	10.53	\$	12.58	\$	12.58	\$	14.83	\$	14.83	29.00%
Line 62	62) 1-1/2 inch x Two (1) inch Brass Bushing, Female Iron Pipe Thread to Male Iron Pipe Thread, Ford Meter Box Company Inc. Model # C18-67-NL, AY	0	\$	8.74	\$	-	\$	10.44	\$	-	\$	10.93	\$	-	20.04%
Line 63	63) Meter Flange—1-1/2" Meter Flange x 1-1/2" Female Iron Pipe, Ford Meter Box Company Inc Model # CF31-66-NL, AY McDonald Model # 7610F 1.1/2	0	\$	32.07	\$	-	\$	38.32	\$	-	\$	44.71	\$	-	28.27%
Line 64	64) Meter Flange – 2" Meter Flange by 2" Female Iron Pipe Thread, Ford Meter Box Company Inc Model # CF31-77-NL, AY McDonald Model # 7610F 2	0	\$	41.89	\$	-	\$	50.06	\$	-	\$	58.36	\$	-	28.22%
												\$ 170,597.20		\$ 199,992.13	
														* One line note quoted	
														Average Increase	
														28%	



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0085

Meeting Date: 2/2/2022

Department

Public Works

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of an Intergovernmental Agreement between the City of Alpharetta, Georgia, and Fulton County Government, Georgia, to meet the public purpose of transportation and infrastructure improvements and maintenance, including roadways and water infrastructure in Lakeview Development.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to GA CONST Art. 9, § 3, ¶ I, a county may contract for any period not exceeding 50 years with any other public agency, public corporation, or public authority for joint services, for the provision of services. Further, O.C.G.A. § 36-10-1 provides that all official contracts entered into by the County governing authority with other persons on behalf of the County shall be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Health and Human Services

Commission Districts Affected

- All Districts ☐
- District 1 ☐
- District 2 ☒
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background: The Department of Public Works request approval of Intergovernmental Agreement between City of Alpharetta and Fulton County Government.

Scope of Work: This agreement establishes the City and County responsibilities for the water system infrastructure that will be installed in Lakeview Development. The City has been promoting

high density developments that will require the County's water infrastructure to be placed under paved roadways areas which is not consistent with the County's standards. Placement under pavement creates a situation where overall expenses for repairs are significantly higher. The purpose of this IGA is to limit the County's responsibility for repairs and environs to repair of County's water infrastructure, stabilization and backfill of any required excavation, and a concrete cap finished at the roadway subgrade level. The County shall exercise diligence in the repairs to maintain transportation capabilities of roadways. All other repairs of the roadway and environs shall be the responsibility of City of Alpharetta.

This IGA between City of Alpharetta and Fulton County defines performance responsibilities of both parties until 12/31/2071, unless the IGA is terminated by either party.

Community Impact: Through implementation of this agreement the County supports the City's desire to improve the live work environment of its citizens by promoting more concentrated residential and commercial areas with narrower public roads which will limit the space usually destined to place utilities; driving the need to install the water infrastructure under paved roadways. Though narrower, these roadways will be public right of ways maintained by the City of Alpharetta. The construction of this type of development will result in significantly increased property values and associated general fund tax revenue.

Department Recommendation: The Department of Public Works recommends approval of the Intergovernmental Agreement with the City of Alpharetta.

Project Implications: Failure to implement this agreement may incur the County in significant expenses for repairs required from potential failures of water infrastructure within paved roadways in the Lakeview Development.

Community Issues/Concerns: The developer of this project is supportive of the proposed location of the utilities and this IGA.

Department Issues/Concerns: The Public Works staff is not aware of any issues / concerns.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN FULTON COUNTY, GEORGIA
AND CITY OF ALPHARETTA, GEORGIA
FOR REPAIR OF ROADWAYS AND ENVIRONS AT THE LAKEVIEW
DEVELOPMENT**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is executed as of ____ day of _____, 20__, by and between **City of Alpharetta, GEORGIA** (hereinafter “the CITY”), a municipality of the State of Georgia, and **FULTON COUNTY GEORGIA** (hereinafter “the COUNTY”), a political subdivision of the State of Georgia. The term “Party” refers individually to either City of Alpharetta or Fulton County and the term “Parties” refers to both City of Alpharetta and Fulton County.

WHEREAS, the CITY desires to improve the live work environment of its citizens by promoting more concentrated residential and commercial areas and providing greater community open and green space; and

WHEREAS, the CITY, by promoting such concentrated development, recognizes that utilities will be required to be located in the Lakeview Development, located at 2125 Lakeview Parkway, Alpharetta, Georgia, in areas such as within paved roadway areas not previously permitted due to the greater expense for repairs required from potential failures of the utilities such as the potable water system; and

WHEREAS, the CITY realizes such developments will result in significantly increased property values and associated general fund tax revenue; and

WHEREAS, the CITY realizes that such utilities experience failures from both natural and man-made causes from time to time; and

WHEREAS, the CITY does not wish the additional risk associated with failures of such utilities placed in paved roadway areas in the Lakeview Development to become the responsibility of the private property owners or the utility owner; and

WHEREAS, the COUNTY is the water utility owner and provides potable water for domestic and fire protection use to the property owners in the Lakeview Development; and

WHEREAS, the COUNTY has the facilities, equipment and staff to diligently and rapidly make repairs to its water system when failures occur; and

WHEREAS, the CITY maintains the roadways in the Lakeview Development and has the facilities, equipment and staff to diligently and rapidly make repairs to its paved roadways when failures occur; and

WHEREAS, the COUNTY does not own or operate paved roadways in Lakeview Development,

and does not have adequate facilities equipment and staff to rapidly make repairs to roadway failures; and

WHEREAS, the COUNTY and CITY desire to enter into an Intergovernmental Agreement (IGA) wherein they each assume appropriate responsibility for maintenance of their individually owned and maintained infrastructure (Roadways for CITY and Water System for County) in Lakeview Development when failures occur in areas where CITY requires or causes Water System components to be placed or exist under paved roadways; and

WHEREAS, the County and City have determined that this IGA serves the best interest of all parties and their citizens by maintaining infrastructures.

NOW THEREFORE, incorporating the foregoing recitals, and in consideration of the mutual promises, covenants and undertakings of the parties hereinafter set forth, and for the public purposes herein contained and provided for, the County and the City covenant, agree and bind themselves as follows:

I. PURPOSE.

This IGA is entered into with the understanding by the Parties that the primary purpose of this IGA is for the Parties to meet the public purpose of transportation and infrastructure improvements and maintenance including roadways and water infrastructure in Lakeview Development.

II. CITY and COUNTY RESPONSIBILITIES.

1. Where water system infrastructure is installed under paved roadways in Lakeview Development, at the request or requirement of CITY, COUNTY's responsibility for repairs to infrastructure and environs due to a failure or required maintenance to COUNTY's water and infrastructure shall be limited to repair of COUNTY's water infrastructure, stabilization and backfill of any required excavation and a concrete cap finished at the roadway subgrade level in Lakeview Development.
2. The COUNTY shall exercise diligence in repair of water system components including temporary repairs to maintain transportation capabilities of roadways in Lakeview Development.
3. All other repair of the roadway and environs shall be the responsibility of the CITY.

III. ADDITIONAL UNDERSTANDINGS.

The Parties to this IGA have mutually acknowledged and agreed to the following:

1. The Parties shall work together in a cooperative and coordinated effort, and in such a manner and fashion to bring about the achievement and fulfillment of the goals and objectives of this IGA.
2. It is not the intent of this IGA to restrict the Parties to this IGA from their involvement or participation with any other public or private individuals, agencies or organizations.
3. It is not the intent or purpose of this IGA to create any rights, benefits and/or trust responsibilities by or between the Parties.
4. This IGA shall in no way hold or obligate either Party to supply or transfer funds to maintain and/or sustain the IGA or keep in place any contract, except as specifically provided in this IGA.

IV. TERM. This IGA shall be effective upon execution by both Parties and continue until 12/31/2071, unless the IGA is terminated by either Party, and in no event shall exceed a fifty (50) year term. The parties may agree to amend this IGA at any time.

V. TERMINATION. Anything contained herein to the contrary notwithstanding, either Party may terminate the IGA:

1. If the other Party commits a material breach of the IGA and fails to cure said breach to the non-breaching Party's satisfaction after receiving thirty (30) days written notice; or
2. Without cause, if the terminating party gives ninety (90) days prior written notice to the other Party.
3. Upon termination, the responsibilities of each party shall be to continue to maintain their respectively owned infrastructure and not be obligated to the other party for damages to the other party's infrastructure caused by failure of their own infrastructure.

VI. MISCELLANEOUS.

- A. Entire Agreement; Counterparts.** This IGA may be executed by the Parties in counterparts, each of which shall constitute an original. This IGA, including the attached exhibits, sets forth the entire understanding between the Parties pending the execution of the Agreement, and supersedes all previous agreements and understandings between them, oral or written, and may be amended only in a document executed by both Parties. No amendment, modification, termination, or waiver of any provision of this IGA, nor consent to any departure by the Parties, shall in any event be effective unless the same shall be in writing and signed by Fulton County and City, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

- B. **Governing Law.** This IGA and the Parties' rights and obligations hereunder, shall be governed by, and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws rules.
- C. **Limitation on liability.** No rights or limitation of rights shall arise or be assumed between the Parties as a result of the terms of this IGA. Nothing herein shall be construed as a waiver of any Party's sovereign immunity.
- D. **Representations and Warranties of the Parties.** In furtherance of the public purposes of this IGA, **Fulton County** and **City of Alpharetta** hereby represent and warrant to each other (which representations and warranties shall be deemed independently material notwithstanding any prior inquiries) the following:
1. **Authority.** Each Party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this IGA, and has taken all necessary action to authorize the execution, delivery and performance of this IGA; (ii) this IGA when executed will constitute the valid obligations with respect to it legally binding upon the same and enforceable in accordance with the terms hereof; and (iii) no further consent or approval of any other Party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this IGA. Without limiting the generality of the foregoing, each Party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this IGA at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. 50-14-1 et seq.
 2. **Public Purpose.** This IGA and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this IGA (i) pertains to the provision of services and activities which the Parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. 1(a); (iii) does not authorize the creation of new debt" as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. 1(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent fee legislation by any Party in matters of government, and shall be binding and enforceable against the Parties and their successors during the term hereof in accordance with its terms.

- E. **No Conflicting Agreements.** The execution, delivery and performance of this IGA will not violate or contravene any contract, undertaking, instrument or other agreement to which **Fulton County** and/or **City of Alpharetta** are a Party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this IGA does not violate the provisions of any Party's respective charter or Code of Ordinances, or any statutory or decisional laws of the State of Georgia respecting similarly situated municipal corporations or political subdivisions of said State (as the case may be). The representations and warranties contained in this Section D shall be true and correct as of the date hereof and such representations and warranties, and the obligation of **Fulton County** and **City of Alpharetta** to perform their respective obligations under this IGA shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each Party hereto specifically acknowledges and agrees that they shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind contrary to the representations and warranties set forth hereinabove or otherwise contained in this IGA.
- F. **Assignment; Binding Effect.** The rights and obligations of the Parties under this IGA are personal and may not be assigned without the prior written consent of **Fulton County** and **City of Alpharetta**. Subject to the foregoing, this IGA shall be binding upon and enforceable against, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.
- G. **No Third-Party Beneficiaries.** This IGA is made between and limited to **Fulton County**, and **City of Alpharetta** and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than **Fulton County** and **City of Alpharetta**, and no other person or entity shall be considered a third-party beneficiary by virtue of this IGA or otherwise entitled to enforce the terms of this IGA for any reason whatsoever.
- H. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this IGA is attached to this IGA and is and shall be construed to be made a part of this IGA by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.
- I. **Relationship of Parties.** Notwithstanding anything in this IGA to the contrary, neither Party shall have the power to bind nor obligates the other Party except as expressly set forth in this IGA.
- J. **Survival of Representations.** All terms, conditions, covenants, warranties contained in any determination of this IGA shall survive the termination of this IGA until amended by the applicable governing authority.

- K. **Notices.** Any notice or communication required or permitted under this IGA shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following addresses:

To Fulton County:

County Manager
Fulton County Government
141 Pryor Street, S.W
Atlanta, Ga 30303

Copy to:

County Attorney
Office of the County Attorney
141 Pryor Street, S.W., Suite 4038
Atlanta, Ga 30303

Director
Department of Public Works
141 Pryor Street, S.W., Suite 6001
Atlanta, Ga 30303

To City of Alpharetta:

Mayor
City of Alpharetta
2 Park Plaza
Alpharetta, Georgia 30009

Michael Stacy
City Attorney
Bovis, Kyle, Burch & Medlin
200 Ashford Center N.
Suite 500
Atlanta, Georgia 30338

- L. **Severability Clause.** In the event that any provision of this IGA shall be deemed to be severable or invalid, and if any term, condition, phrase or portion of this IGA shall be determined to be unlawful or otherwise unenforceable, the remainder of the IGA shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this IGA to be invalid or unenforceable,

but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties, by and through their duly authorized representatives, have executed this IGA to be effective as of the date first set forth above.

City of Alpharetta

By: _____
Jim Gilvin, Mayor

Attest:

By: _____
City Clerk

Approved as to Form:

By: _____
City Attorney

FULTON COUNTY, GEORGIA

By: _____
Rob Pitts, Chairman
Board of Commissioners

Attest:

By: _____
Tonya R. Grier
Clerk to the Commission

Approved as to Form:

By: _____
Y. Soo Jo
County Attorney



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0086

Meeting Date: 2/2/2022

Department

Superior Court Administration

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Memorandum of Agreement with View Point Health for the purposes of establishing a cooperative relationship towards the implementation of Housing Case Management Services supporting the participants of the Fulton County Superior, Magistrate, and Juvenile Courts. This agreement is fully funded through the Criminal Justice Coordinating Council (Grant Award A50-8-004 and A51-8-002) in an amount not to exceed \$37,500.00. This agreement may be renewed for two one-year terms, coinciding with and contingent upon continued grant funding and the approval of the Board of Commissioners.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

O.C.G.A. § 36-10-1; All official contracts entered into by the County governing authority with other persons in behalf of the County shall be in writing and entered on its minutes.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Superior Court recommends approval of these services which are funded by a new grant received from the Criminal Justice Coordinating Council in the amount of \$312,300 to fund participant housing under the Georgia Department of Community Affairs Emergency Solutions Grant-CARES Program. The program will help participants attain a sober and stable housing environment, and a reduction in financial stresses associated with housing. These are unique wrap around services for the Courts

and are not offered as a stand-alone option by many of the local service providers. There was an RFP issued on November 1, 2021, with only (1) vendor submission. The vendor decided to withdraw from the process after the oral presentations due to their inability to provide the full scope of services required for the program.

Scope of Work: The primary responsibility will be to provide direct services to include (but are not limited to) managing the Homeless Management Information System (HMIS) requirements, the use of the COVID-19 screening tool and housing assessments, develop and manage relationships with housing providers and emergency shelters. Assess all program participants deemed homeless and those who are enrolled in the emergency shelter program for the Rapid Rehousing program. Assess all individuals referred by the Court Programs to identify their homelessness status and whether they qualify to receive housing services under this project within 48 hours barring unforeseen barriers to contact the participant. Identify an emergency shelter placement for all individuals assessed as homeless on the day of their release from incarceration and/or within 48 hours of completion of the assessment referenced in 3 above OR communicate a delay in placement with the Project Director. Develop a housing sustainability plan for all participants placed in Rapid Rehousing with the goal of assisting participants to transition from the financial support offered by this program to independent living.

Community Impact: These services will have a positive impact on the community by helping to reduce recidivism by providing a sober and stable housing environment for clients.

Department Recommendation: Superior Court Recommends approval of this agreement in order to meet the required grant deliverables.

Project Implications: This project is 100% grant funded. Approval of this agreement will ensure the grant deliverables are met.

Community Issues/Concerns: Superior Court is not aware of any community concerns with this partnership.

Department Issues/Concerns: Superior Court Administration does not have any issues or concerns with this agreement.

Exhibits Attached (Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)

Exhibit 1: Memorandum of Agreement between Fulton County and View Point Health

Contact Information (Type Name, Title, Agency and Phone and title)

David Summerlin, Court Administrator, Superior Court Administration, 404.612.4529

Grant Information Summary

Amount Requested: \$37,500

Match Required: No

Start Date: Upon Approval

End Date: 9/30/2022

☐ Cash

☐ In-Kind

☐ Approval to Award

☐ Apply & Accept

Match Account \$:

Fiscal Impact / Funding Source

Funding Line 1: To be established

Key Contract Terms	
Start Date: Upon Approval	End Date: 9/30/2022
Cost Adjustment: N/A	Renewal/Extension Terms: Two one-year renewal options



**MEMORANDUM OF AGREEMENT
BETWEEN
FULTON COUNTY, GEORGIA AND
VIEW POINT HEALTH**



EXHIBIT 1

This agreement (“Agreement”) is entered between Fulton County, Georgia (“Fulton County”), on behalf of Fulton County Superior, Magistrate, and Juvenile Courts, and View Point Health for the purpose of establishing a cooperative relationship towards the implementation of Housing Case Management Services supporting the participants of the Fulton County Accountability Courts. Whereas View Point Health will provide Housing Case Manager(s) to implement Housing Case Management Services with the goal of assisting with re-entry efforts and reducing recidivism.

1. Purpose

Whereas, Fulton County Superior, Magistrate, and Juvenile Courts provide leadership and coordination for the Fulton County Accountability Courts, which work to provide treatment, supervision, and support services to those defendants with mental health and substance use concerns as an alternative to incarceration.

Whereas, there is a high volume of offenders with significant and persistent mental illness (SPMI), Substance abuse (SA) and co-occurring mental illness and substance abuse (CMISA).

Whereas, there are currently no dedicated resources to provide Emergency Shelter and Rapid Rehousing services to the Accountability Court participants.

Whereas, Fulton County and Fulton County Courts will utilize grant funds awarded by the Georgia Department of Community Affairs via the Georgia Criminal Justice Coordinating Council and the Council of Accountability Court Judges CJCC/CACJ.

Whereas, the Housing Case Manager(s) will provide direct services to include (but are not limited to) managing the Homeless Management Information System (HMIS) requirements, the use of the COVID-19 screening tool and housing assessments, develop and manage relationships with housing providers and emergency shelters, and fully participate as an accountability court team member.

2. Term of the Agreement

This Agreement shall commence on the date the Fulton County Board of Commissioners’ approval and remain in effect through **September 30, 2022**. Before the end of the Agreement term, at the written option of the Fulton County Board of Commissioners, this agreement may be renewed for two (2) one-year terms (“Renewal Terms”). However, no Renewal Term shall be authorized nor shall any Renewal Term of this Agreement commence unless and until each Renewal Term has first been approved by the Fulton County Board of Commissioners. Said Renewal Term shall begin on **October 1st** and end on **September 30th**. Notwithstanding anything contained in this Agreement, Fulton County’s obligation to make payments provided under this Agreement shall be subject to funding by the CJCC/CACJ; and, in the event funds are not appropriated by the CJCC/CACJ to support continuation of performance by Fulton County under this Agreement, then the Agreement shall be terminated absolutely and without further obligation on the part of Fulton County.

3. View Point Health agrees to:

- A. Provide at least one Part Time (up to 20 hours per week) Housing Case Manager to work with the Accountability Court Participants;
- B. Shall provide a detailed budget outlining the use of the available funds of \$37,500;
- C. Perform an employment background check of assigned Housing Case Manager(s) upon initial assignment to Fulton County;
- D. Assume responsibility for administration and payroll, supplies, training, and equipment;
- E. Ensure that the assigned Housing Case Manager(s) agrees in writing to be subject to FCAC’s Drug Screen Policy;

- F. Provide monthly invoices by the 3rd business day of each month for the previous month's services;
- G. Coordinate the Forensic Peer Mentor's duties and assignments with the Project Director of Fulton County Accountability Courts' Housing Grant;
- H. Coordinate with Fulton County Accountability Courts to ensure the confidentiality of all participant information per current Program, State, and Federal regulations;
- I. Coordinate with Fulton County Accountability Courts to ensure that the assigned Housing Case Manager(s) abides by the rules and protocols of Fulton County Accountability Courts with regards to fraternization and professional boundaries.
- J. Monitor the Housing Case Manager(s) to ensure that they:
 - i. Abide by the definitions and operating rules documented in the EMERGENCY SOLUTIONS GRANT-CARES (ESG-CV) GUIDEBOOK and the confines of the Accountability Courts Housing Grant.
 - ii. Be available for intermittent trainings and planning meetings related to this project.
 - iii. Assess all individuals referred by the Court Programs to identify their homelessness status and whether they qualify to receive housing services under this project within 48 hours barring unforeseen barriers to contact the participant.
 - iv. Identify an emergency shelter placement for all individuals assessed as homeless on the day of their release from incarceration and/or within 48 hours of completion of the assessment referenced in 3 above OR communicate a delay in placement with the Project Director.
 - v. Assess all program participants deemed homeless and those who are enrolled in the emergency shelter program for the Rapid Rehousing program.
 - vi. Notify the Court Program Coordinators of any obstacles preventing the participant from receiving immediate emergency shelter placement or Rapid Rehousing, to include the inability to contact the participant for the completion of the assessments outlined in iii and v above.
 - vii. Meet with all participants receiving emergency or Rapid Rehousing a minimum of once monthly.
 - viii. Develop a housing sustainability plan for all participants placed in Rapid Rehousing with the goal of assisting participants to transition from the financial support offered by this program to independent living.
 - ix. Partner with the Court Program staff to ensure participants access job training, education, job placement services, and assistance with State/Federal benefits that they may qualify for in order to achieve the goals set forth in the housing plan referenced in viii above.
 - x. Facilitate the completion of all documentation related to housing placement including rental assistance agreements and leases.
 - xi. Develop partnerships with emergency shelter hotels/motels who will accept emergency shelter placements of a duration between 1 day and 90 days, and landlords for Rapid Housing within the confines of Fulton County, Georgia within 31 days of the execution of this agreement.
 - xii. Ensure that adequate partnerships references in xi above are made to serve adult males and females, families with 1-2 adults and dependent children up to the age of 18.
 - xiii. Coordinate and document all invoicing and billing services for housing and case management services on a monthly basis.
 - xiv. Provide supporting documentation of all monthly expenses to Court Program staff to be included with invoices submitted to the County for payment on a monthly basis.
 - xv. Manage the Homeless Management Information System (HMIS) requirements and the use of the COVID-19 screening too.

4. Fulton County agrees to:

- A. Serve as the fiscal agent for purposes of the CJCC/CACJ grant;
- B. Maintain ultimate responsibility for day-to-day project management towards achieving the goals and objectives of the grant from CJCC/CACJ;
- C. Review and approve for payment the monthly invoices based on the attached budget submitted by View Point Health;

- D. Coordinate with View Point Health to develop a work schedule that meets the needs of the Program;
- E. Provide oversight of the Housing Case Manager(s) activities while on Court premises;

5. Compensation

View Point Health shall submit invoices for work performed and objectives completed, which contain detailed descriptions of the services or work products provided, the date the services were performed or when the work product was delivered, the service or work product costs, and the total amount requested. Fulton County shall review for approval of said invoices. Fulton County shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by Fulton County, are reasonably in excess of the actual stage of completion. Fulton County shall make payments to View Point Health within thirty (30) days after receipt of a proper invoice. Fulton County's total obligation under this Agreement is no more than **\$37,500**.

6. Indemnification

View Point Health hereby covenants and agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, and employees from any and all claims, losses, liabilities, damages, deficiencies, demands, judgments or costs (including, without limitation, reasonable attorneys' fees and legal expenses) suffered or incurred by such party, whether arising in tort, contract, strict liability or otherwise, and including, without limitation, personal injury, wrongful deaths or property damage, arising in any way from the actions or omissions of View Point Health, its directors, officers, employees, agents, successors and assigns related to the performance under this Agreement. View Point Health further agrees to release, indemnify, and hold harmless Fulton County, its Commissioners, officers and employees from any injury (including death), loss, claim, demand, liability or damage sustained by View Point Health, its directors, officers, employees, agents, successors and assigns, without regard to negligence. Nothing herein shall be construed to preclude the Parties from bringing suit for breach of this Agreement. Nothing herein shall be construed as a waiver of Fulton County's sovereign immunity or the immunities available to its officials, officers, employees, and agents.

7. Compliance with applicable laws

View Point Health and Fulton County agree to abide by all state and federal laws, rules, and regulations respecting the confidentiality of individuals. View Point Health further agrees to comply with Federal and State laws, rules, and regulations of Fulton County's policy relative to nondiscrimination in client and client service practices because of political affiliation, religion, race, color, sex, disability, age, sexual orientation, or national origin. The Parties agree that this Agreement shall be governed by the laws of the State of Georgia and that the venue for the resolution of any dispute or litigation arising from the same shall be decided in the courts of Fulton County, Georgia. The Parties understand that this Agreement is funded by grant monies and any laws, rules, regulations or grant conditions for which compliance is required to retain the grant funds will be followed by the Parties.

8. Independent contractor status

It is understood and agreed that this Agreement is not an agreement of employment in the sense that the relation of master and servant does not exist between Fulton County and View Point Health. At all times, View Point Health shall be deemed to be an independent contractor and View Point Health is not authorized to bind Fulton County to any agreements or other obligations. In executing this Agreement, View Point Health certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of Fulton County.

9. Entire agreement

This Agreement and all exhibits and attachments hereto, contains the entire and complete understanding and agreement between the Parties pertaining to the subject matter herein, and supersedes any and all prior agreements or understandings, whether oral or written, relating to the subject matter hereof.

10. Amendments and assignments

This Agreement may be amended or modified by mutual consent of the Parties, provided any and all such amendments or modifications shall be in writing and signed by the authorized representatives of both Parties. This Agreement and interest herein shall not be assignable by operation of law without the prior written consent of the other party.

11. Notices

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid or via electronic mail (email).

Notices to County shall be addressed as follows:

David Summerlin, Superior Court

136 Pryor Street, SW, Suite J2-640

Atlanta, GA 30303

Email: David.Summerlin@fultoncountyga.gov

With a copy to:

Fulton County Office of the County Attorney

141 Pryor Street, SW, Suite 4038

Atlanta, Georgia 30303

Notice to Contractor, shall be addressed as follows:

12. Termination for convenience

Fulton County may terminate this agreement for its convenience with 30 days written notice to the View Point Health. Upon termination for convenience, View Point Health shall return all data collected and compiled, whether in its original format or a format created by View Point Health, to Fulton County and submit its final invoice for work performed through the date of termination.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, the parties in agreement to ensure the success of this Memorandum of Agreement on the date set forth below.

On behalf of View Point Health:

Dated: _____

Name: _____

Title: _____

Signature: _____

FULTON COUNTY, GEORGIA

APPROVED AS TO CONTENT:

David Summerlin
Court Administrator, Superior Court

Date: _____

Cassandra Kirk
Chief Magistrate Judge, Magistrate Court

Date: _____

Timothy W. Ezell
Chief Administrative Officer/Court Administrator, Juvenile Court

Date: _____

APPROVED AS TO FORM:

Office of the County Attorney

Date: _____

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

Date: _____

ATTEST:

Tonya R. Grier
Chief Deputy Clerk to the Board of Commissioners

Date: _____

(Affix County Seal)



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0088

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Ratification of Minutes.

Regular Meeting Minutes, January 5, 2022

Recess Meeting Post Agenda Minutes, January 19, 2022



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0089

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of Proclamations and Certificates.

Proclamation recognizing "Black History Appreciation Month." **(Abdur-Rahman)**

Proclamation recognizing "Judy Davis Walker Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "Medu Bookstore Appreciation Day." **(Abdur-Rahman)**

Proclamation recognizing "National American Miss Teen Damacia Howard Appreciation Day."
(Abdur-Rahman)

Proclamation recognizing "Real Chicks Rock Appreciation Day." **(Abdur-Rahman)**



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0091

Meeting Date: 2/2/2022

Department

Police

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Alcoholic Beverages Licenses - Public hearing for alcohol beverage license application submitted by Shoe Crazy Wine LLC., for the wholesale of wine located at 3800 Wendell Drive Suite 406, Atlanta, Ga. 30336.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Public hearing required by the Fulton County Alcoholic Beverage License Ordinance, Section 6-201 (a) (1)

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Justice and Safety

Commission Districts Affected

All Districts ☐

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☒

District 6 ☒

Is this a purchasing item?

No

Summary & Background

The Police Department recommends a public hearing be held on February 2nd, 2022 for the following alcoholic beverage license application.

Shoe Crazy Wine LLC whose owner Ms. Gwen Hurt (Licensee) has made application to the Board of Commissioners for the wholesale of wine at the business located at 3800 Wendell Drive. Suite 406, Atlanta, Georgia. 30336.

The application received by the Police Department on February 5th 2021, complies with the Alcoholic Beverage License Ordinance Section 6-201. Applicable requests for compliance review have been made to the following departments: Police, Fire, Zoning, Code Enforcement and the Board of Education's Transportation Department.

Upon completion of the Police Department's investigation and receipt of approvals from appropriate departments, a final hearing for approval will be scheduled before the Board of Commissioners

Community Impact: There are no Community Impact concerns

Department Recommendation: The Police Department recommends a public hearing be held on February 2nd, 2022 for the following alcoholic beverage license application.

Project Implications: There are no Project Implications

Community Issues/Concerns: There are no Community Issues/Concerns

Department Issues/Concerns: There are no Department Issues/Concerns



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0092

Meeting Date: 2/2/2022

Department

County Manager

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of COVID-19 Operational Response Update.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0093

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request ratification of an emergency procurement - County Manager, Countywide Emergency Procurements.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-385, when the County Manager has approved an emergency procurement, the item shall be forwarded to the Board of Commissioners for ratification.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: Attached is a list of emergency procurements for the County for the period 11/8/2021 through 11/19/2021.

Contract Modification

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached *(Provide copies of originals, number exhibits consecutively, and label all exhibits in the upper right corner.)*

Exhibit 1: List of County Emergency Procurements

Contact Information *(Type Name, Title, Agency and Phone)*

Matthew Kallmyer, Dir, Atlanta-Fulton County Emergency Management Agency, (404) 612-5660

Pamela Roshell, PhD, Deputy COO, Health & Human Services, (404) 612-1243

Contract Attached

No

Previous Contracts

No

Total Contract Value

Original Approved Amount: 0.00

Previous Adjustments: 0.00

This Request: 0.00

TOTAL: 0.00

Grant Information Summary

Amount Requested: 0.00

Match Required: 0.00

Start Date: 0.00

End Date: 0.00

Match Account \$: 0.00

- ☐ Cash
- ☐ In-Kind
- ☐ Approval to Award
- ☐ Apply & Accept

Fiscal Impact / Funding Source

Funding line to be identified at time of request by Finance Department

FULTON COUNTY EMERGENCY PROCUREMENTS 1/1/2022 - 1/25/2021

FEMA

Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
1/5/2022	COVID-19 Test Kits	Sheriff's Office	Henry Schein, Inc.	Majority	FEMA	\$309,588.00
1/5/2022	COVID-19 Test Kits	AFCEMA	Henry Schein, Inc.	Majority	FEMA	\$546,938.80
1/20/2022	Rental of 40' Refrigerated Trailer for Medical Examiner's Office for 3 months	AFCEMA	Container Technology, Inc.	Majority	FEMA	\$7,500.00
1/21/2022	Extension of contract to provide 4 Mobile Vaccine Units, Warehouse Support, POD North Fixed Site Support, POD Central Fixed Site Support and POD South Fixed Site Support	AFCEMA	Community Organized Relief Effort (CORE)	Non-Profit	FEMA	\$1,733,000.00
1/25/2021	To extend and amend the subject contract for additional services for EMSI to provide incident management assistance and support for 2021 that include functions that are categorized under operations, planning, financial and logistics support for the Fulton County vaccination program at Area Command and to support a vaccine program that will leverage the resources of the County and the Fulton County Board of Health to distribute and dispense the County's vaccine allotment in a safe, fair and expedient manner through 3/31/2022	AFCEMA	Emergency Management Service International, Inc.	MBE	FEMA	\$250,000.00
			TOTAL			\$2,847,026.80

EMERGENCY RENTAL ASSISTANCE PROGRAM						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
1/25/2021	Advanced payment of \$11.25M for Rental Assistance Program until funds are received from the U.S. Treasury	Community Development	Fulton County Government	Government	ERP	\$11,250,000.00
			TOTAL			\$11,250,000.00

AMERICAN RESCUE PLAN						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
1/20/2022	COVID-19 Test Kit Inserts	External Affairs	Clash Graphics, LLC	Majority	ARP	\$12,099.00
			TOTAL			\$12,099.00

GRANTS						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
1/21/2022	COVID-19 Test Kits	HIV Elimination	Henry Schein	Majority	Grant	\$500,242.61
			TOTAL			\$500,242.61

OTHER EMERGENCY PROCUREMENTS						
Date	Description of Emergency	Department/ User Agency	Contractor/Vendor Name	Certification Classification	Source	Amount
1/7/2022	Search Firm Services for Director of Registration & Elections	Registration & Elections	Baker Tilly Virchow Krause, LLP	Majority	General Fund	\$22,050.00
1/12/2022	To assist the County's efforts to provide COVID-19 testing	AFCEMA	PanoHealth, Inc.	MBE	No cost to the County	\$0.00
1/19/2022	To provide Purchasing System Coordinator technical assistance	Purchasing & Contract Compliance	Glenn A. King	MBE	General Fund	\$25,000.00
			TOTAL			\$47,050.00

Funding Source Legend

FEMA Reimb	FEMA Reimbursement
ERAP	Emergency Rental Assistance
ARP	American Rescue Plan

Certification Classification Legend

DBE	Disadvantage Business Enterprise
FBE	Female Business Enterprise
MBE	Minority Business Enterprise
SBE	Small Business Enterprise
SDVBE	Services Disable Veteran Business Enterprise

GRAND TOTAL	\$1,173,175.80	
Certified Firms	\$297,050.00	25.32%

TOTAL SPEND 2022	\$1,151,125.80	
TOTAL PARTICIPATION SPEND 2022	\$297,050.00	25.32%



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0094

Meeting Date: 2/2/2022

Department

External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the certified 2022 Redistricting Map for Fulton County Board of Commissioners.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Georgia law requires approval by the Board of Commissioners of a redistricting map certified by the Georgia Legislative Redistricting Services Office

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *The Board of Commissioners voted to recommend a redistricting map on January 19, 2022.*

That map was submitted to the Georgia Reapportionment office on January 20. This item is placed on the February 2 meeting agenda in anticipation of certification by the Georgia Legislative Redistricting Services Office.

Scope of Work:

Community Impact: Redistricting will impact elections beginning with May 24, 2022

Department Recommendation: Approval

Project Implications:

Agenda Item No.: 22-0094

Meeting Date: 2/2/2022

Community Issues/Concerns:

Department Issues/Concerns:



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0095

Meeting Date: 2/2/2022

Department

Real Estate and Asset Management

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of the Statewide Contract - Department of Real Estate and Asset Management, SWC# 99999-001-SPD0000112-0001, Fuel Card Management Services in the total amount of \$63,500.00 with WEX Bank (Salt Lake City, UT), to provide fuel card management services for Fulton County fleet vehicles. Effective date: From January 1, 2022 through September 30, 2022.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

In accordance with Purchasing Code Section 102-459, requests for approval of statewide contracts of more than \$49,999.99 shall be forwarded to the Board of Commissioners for approval.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

- All Districts ☒
- District 1 ☐
- District 2 ☐
- District 3 ☐
- District 4 ☐
- District 5 ☐
- District 6 ☐

Is this a purchasing item?

Yes

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work: The purpose of this contract is to provide fuel dispensing via WEX card services for the County vehicles operating outside areas where the drivers could not utilize County owned fuel facilities and related services in support of the County's fuel card program. Currently the number of WEX Card users is approximately thirty (30) staff in countywide.

Benefits to use this SWC are:

- No account set up fee
- No monthly card fee
- No fee for replacement card
- Access to Strategic Card Support for special customer service
- Early payment rebate range from 0.10% to 0.13%

Community Impact: None that the Department is aware.

Department Recommendation: The Department of Real Estate and Asset Management recommends approval of to utilize the Statewide Contracts to provide fuel dispensing via WEX card services for Fulton County fleet vehicles for FY2022.

The contract management is coordinated by the Department of Real Estate and Asset Management, Central Maintenance Fleet Division.

Historical Expenditures:

- FY2021: The County spent \$61,883.00
- FY2020: The County Spent \$35,000.00
- FY2019: The County spent \$ 26,834.00
- FY2018: The County spent \$ 34,293.00

Project Implications: This fuel management service contract is critical component in support of the County fleet using fuel sites out of states fuel dispensing services for approximately 275 County fleet vehicles.

Community Issues/Concerns: None that the Department is aware.

Department Issues/Concerns: If this contract is not approved, the Department will not be able to provide fuel dispensing services to the County fleet vehicles traveling out of state.

Contract Modification: No, this is a new procurement.

Contract & Compliance Information *(Provide Contractor and Subcontractor details.)*

Not Applicable

Exhibits Attached:

Exhibit 1: Summary of Statewide Contract

Exhibit 2: Statewide Contract

Exhibit 3: Contractor's Performance Report

Exhibit 4: SWC Benefits Sheet

Exhibit 5: Cooperative Purchasing Justification Form

Contact Information *(Type Name, Title, Agency and Phone)*

Joseph N. Davis, Director, Department of Real Estate and Asset Management, (404) 612-3772

Contract Attached

Yes

Previous Contracts

Yes

Total Contract Value

Original Approved Amount: \$0.00
Previous Adjustments: \$0.00
This Request: \$63,500.00
TOTAL: \$63,500.00

Grant Information Summary

Amount Requested: ☐ Cash
Match Required: ☐ In-Kind
Start Date: ☐ Approval to Award
End Date: ☐ Apply & Accept
Match Account \$:

Fiscal Impact / Funding Source**Funding Line 1:**

700-520-5223-1712: Internal Service, Real Estate and Asset Management, Gasoline- \$63,500.00

Key Contract Terms	
Start Date: 1/1/2022	End Date: 12/31/2022
Cost Adjustment:	Renewal/Extension Terms:

Overall Contractor Performance Rating:

Would you select/recommend this vendor again?

Choose an item.

Agenda Item No.: 22-0095

Meeting Date: 2/2/2022

Report Period Start:
1/6/2022

Report Period End:



Statewide Contract Information Sheet

Statewide Contract Number		99999-001-SPD0000112-0001	
Name of Contract	Fuel Card Management Services		
Effective Date	October 1, 2014	Expiration Date:	September 30, 2022
Contract Table of Contents			
Suppliers Awarded	1	Contract Information:	Mandatory
Contract Information for Supplier			Page Number
Wex Bank			2
Additional Contract Information			
General Contract Information			3
Ordering Instructions			4
Frequently Asked Questions			5
Contract Renewals/ Extensions/ Changes			8
DOAS Contact Information			9

Supplier Information Sheet

Contract Information	
Statewide Contract Number	99999-001-SPD0000112-0001
PeopleSoft Supplier Number	0000094858
Supplier Name & Address	
<p>Wex Bank 3995 SOUTH 700 EAST Salt Lake City, UT 84107</p>	
Contract Administrator	
<p>Denise Baumgart Government Account Manager Telephone: 913-393-3208 Denise.Baumgart@wexinc.com</p>	
Contact Details	
Ordering Information	<p>Jim Sever jim.sever@doas.ga.gov 404-463-6410</p>
Remitting Information	<p>Fleet Services P.O. Box 6293 Carol Stream, IL 60197-6293</p>
Delivery Days	N/A
Discounts	<p>.0010% net 10 .0012% net 7 .0013% net 5 (see details below)</p>
Payment Terms	Net 30 Days
Bid Offer includes	State and Local Government
Acceptable payment method	Supplier will accept Purchase Orders and the Purchasing Card under this contract as permitted by current policies governing the Purchasing Card program.



General Contract Information

- (1) No set up or card fees apply
- (2) Early Payment Rebates Available
 - Payment received within 10 days of the billing date appearing on the monthly invoice: .0010% off retail transactions
 - Payment received within 7 days of the billing date appearing on your weekly invoice: .0012% off retail transactions
 - Payment received within 5 days of the billing date appearing on the weekly invoice: .0013% off retail transactions



Ordering Instructions

Initial Fuel Cards

State Agencies

- Contact Chris Buchanan, Office of Fleet Management 404 463 6410
christopher.buchanan@doas.ga.gov

Local Government

- Contact Denise Baumgart, Wright Express Account Manager (913) 393-3208 or
Denise.Baumgart@wexinc.com

Replacement Fuel Cards

State Agencies

- Visit: www.wexonline.com

Local Government

- Follow local Fleet/Purchasing directives



Frequently Asked Questions For the WEX Millennium Fuel Card Program

1. How long will the process take for me to have my new fuel card?

Each Account will go through a Discovery Session, Implementation and post implementation process. A standard conversion time is approximately 2-4 weeks, possibly longer depending on complexity.

2. What is Discovery?

The Discovery process is a meeting between the account holder and WEX to review your current account set-up or hold a discussion with new accounts to see how they would like their account set-up (I.E. Account Name, Reporting options, Invoicing option, Driver PIN Length, utilization of standard fields for Driver records/Vehicle Records, etc.).

3. When will the implementation take place?

A Representative from WEX will be reaching out to your Fleet Coordinator within the next couple of months to schedule a Discovery/Implementation call with you.

4. Who will contact me for implementation? What will be the communication method?

Your Fleet Coordinator (the current fleet contact on your WEX account) will be contacted by Dianna Meserve or Sarah Scott via email or phone.

5. Will my import files change (WEXLink/.XLS)?

Yes, the Millennium system has its own WEXLink 2000 file spec (flat File) which may require IT resources if you have coded to a previous version. The .XLS files will include all additional standard fields that the Millennium system provides.

6. Will my reports change?

The Standard reports (Billing, Purchase activity etc.) will stay primarily the same with some formatting changes.



7. Can I still use the same process for WEXLink Maintenance (for automation processing)?

A New Process will be discussed with Account Representatives utilizing this functionality and IT resources will be necessary.

8. Will our driver PIN's change?

The driver PIN's (DID, Driver Identification) can remain the same as they are today.

9. Will we get new cards?

Yes, new cards will be issued.

10. Will my Account numbers and card numbers change?

Yes, both the account number and the card numbers will change. The Millennium system will be using a Credit Card Number (CCN) on the cards. The account number will no longer be printed on the cards. This helps to mitigate fraudulent activities. The CCN number is an eighteen digit string that is randomly generated within the system and reduces the risk of someone being able to replicate the number. When a card is reissued for being lost/stolen a new randomly generated number is given.

11. Will my Online User ID and password change?

You will need to keep your current user ID and Password for the online system you use today to retrieve historical information. You will receive a "New" User ID and Password for the millennium online system (they will not be the same).

12. Will this cost money?

No, we will only require resources during the discovery and implementation process.

13. Can I see the historical information from my old account on this account?

Historical information will not be available on the new account. You will still be able to access your old account via the "old" online system to pull any additional transactional information and reports.



14. Will I get multiple invoices?

Yes, you will get two separate invoices until all transactions have posted to your old account.

15. When will my old cards be shut off?

We will suspend and remove credit on your old account once your Fleet Coordinator has verified with us that you are no longer using the cards associated with that account. Usually 2 weeks from receipt of new cards or longer if necessary.

16. Which contract should I remit payment to?

You will remit payment under the new contract when you receive your invoice for the charges against the new fuel card. Fuel purchased with the current fuel card will be billed under the expiring (old) contract.

17. Will I have to resubmit my tax forms/direct debit forms?

New tax forms will need to be submitted if your current forms are due to expire within 4 months from the implementation start date on your account. WEX will inform you at the time of implementation if this will be necessary

Direct Debit/ACH forms will NOT need to be resubmitted as long as the bank account information is to remain the same.

18. Will I need to reset my Purchase Alerts?

Yes, this process will be covered during the Discovery/Implementation/Training



Changes/Renewals/Extensions

- 1. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2017.**
- 2. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2018.**
- 3. Contract has been renewed for 1 additional year. The effective date of renewal is Oct. 1, 2019**
- 4. Contract is currently on Renewal #4. The effective date of the renewal is Oct. 1, 2020.**



DOAS Contact Information

Name: Osborne J

Johnson

Phone:

404-232-1929



**DEPARTMENT OF PURCHASING &
CONTRACT COMPLIANCE**

CONTRACTORS PERFORMANCE REPORT

PROFESSIONAL SERVICES

Report Period Start	Report Period End	Contract Period Start	Contract Period End
1/1/2021	6/30/2021	1/1/2021	12/31/2021
Purchaser Order Number		Purchase Order Date	
21SWCWEXBANK128573MH		2/8/2021	
Department			
Real Estate and Asset Management			
Bid Number		Service Commodity	
SWC#99999-001-SPD0000112-001		Fuel Card Management Services	
Contractor			
WEX Bank			
Performance Rating			
0 = Unsatisfactory	Archives contract requirements less than 50% of the time not responsive, effective and/or efficient; unacceptable delay; incompetence; high degree of customer dissatisfaction.		
1 = Poor	Archives contract requirements 70% of the time. Marginally responsive, effective and/or efficient; delays require significant adjustments to programs; key employees marginally capable; customer somewhat satisfied.		
2 = Satisfactory	Archives contract requirements 80% of the time. Generally responsive, effective and/or efficient; delays are excusable and/or results in minor programs adjustments; employees are capable and satisfactorily providing service without intervention; customers indicate satisfaction.		
3 = Good	Archives contract requirements 90% of the time. Usually responsive; effective and/or efficient; delays have not impact on programs/mission; key employees are highly competent and seldom require guidance; customers are highly satisfied		
4 = Excellent	Archives contract requirements 100% of the time. Immediately responsive; highly efficient and/or effective; no delays; key employees are experts and require minimal directions; customers expectations are exceeded.		
1. Quality of Goods/Services		(Specification Compliance – Technical Excellence – Reports/Administration – Personnel Qualification)	
<input type="radio"/>	0	This vendor meets all requirements.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		
2. Timeliness of Performance		(Were Milestones Met Per Contract – Response Time (per agreement, if applicable) – Responsiveness to Directions/ Change – On Time Completion Per Contract)	
<input type="radio"/>	0	This vendor service has the abilities to provide fuel purchase to all of the county's departments.	
<input type="radio"/>	1		
<input type="radio"/>	2		
<input type="radio"/>	3		
<input checked="" type="radio"/>	4		

3. Business Relations		(Responsiveness to Inquires – Prompt Problem Notifications)
<input type="radio"/>	0	Excellent vendor. Prompt response to fuel card purchases.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
4. Customer Satisfaction		(Met User Quality Expectations – Met Specification – Within Budget – Proper Invoicing – No Substitutions)
	0	The vendor meets all the expectations and specifications.
	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	
5. Contractors Key Personnel		(Credentials/Experience Appropriate – Effective Supervision/Management – Available as Needed)
<input type="radio"/>	0	This vendor's personnel has extensive knowledge and provided valuable customer service.
<input type="radio"/>	1	
<input type="radio"/>	2	
<input type="radio"/>	3	
<input checked="" type="radio"/>	4	

Overall Performance Rating	4.00	Date	9/9/2021
Would you select/recommend this vendor again?		<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Rating completed by:	Barbara Burden		
Department Head Name:	Joseph N. Davis		
Department Head Signature	<i>Joseph Davis</i>		

After completing the form:
 Submit to Purchasing
 Print a copy for your records
 Save the form

Submit

Print

Save

The Georgia Department of Administrative Services, State Purchasing Division, has established a Statewide Contract for **Fuel Card Management Services** with **Wex Bank**.

This is a **MANDATORY CONTRACT** for all State of Georgia governmental entities subject to the State Purchasing Act. The statewide contract is also available on a convenience basis to other governmental entities such as state authorities, local government, municipalities, cities, townships, counties and other political subdivisions of the State of Georgia.

The purpose of this contract is to provide fuel card management and related services in support of the State's Fuel Card Program.

Key benefits of the contract include:

- No account set up fees (commercial \$40.00 onetime charge per account)
- No monthly card fees (commercial \$2.00/month/card)
- No fees for replacement cards
- Access to Strategic Support for specialized Customer Service
- Improved Hierarchical reporting levels
- Early payment rebates ranging from of 0.10% - 0.13%
- Enhanced reporting features: Custom reporting templates, scheduling and emailing reports
- Additional data fields on card and driver ID records such as tank capacity and employee ID

COOPERATIVE PURCHASING/STATEWIDE/GSA

USE JUSTIFICATION FORM

Department Name: Department of Real Estate and Asset Management

Contract # and Title: **SWC #99999-001-SPD0000112-0001, Fuel Card Management Service**

Date: January 6, 2022

In order to utilize the use of cooperative purchasing, statewide or a GSA contract the User Department is responsible for providing the following justification information:

1. Provide justification for the use of the cooperative purchasing/statewide/GSA contract your department would like to utilize:

- Contract competitively solicited by State agency
- Best supplier overall government pricing
- Contract provides services from one source
- Broad range of services program for wide users
- Can use discount program by paying earlier; within 10 days, 7 days, and 5 days
- Oversight by key public purchasing professionals

2. Attach a copy of the cooperative purchasing/statewide/GSA contract document or the contract information.

3. Provide an explanation regarding the cost analysis conducted and why utilizing this contract is best value. Costs must be analyzed to ensure that the use is best value for the County. (check all appropriate)

- X leveraging benefits of volume purchasing
- X volume discounts
- X service delivery requirement advantages
- X reduction of cycle times
- X enhanced service specification

Additional information:

Prior to making the decision to utilize a cooperative purchasing, statewide or GSA contract, the Purchasing Director is responsible for conducting the following due diligence:

The Purchasing Representative must complete the following information:

1. Reviewed the justification for use from the User Department and determined the use of the cooperative purchasing/statewide/GSA contract is justified.
X Yes ☐ No
2. Obtained a copy of the cooperative purchasing/ statewide contract and other related documents (i.e., solicitation document, award letter, etc.) and determined that the contract is current (not expired). X Yes ☐ No
3. Reviewed the cost analysis provided by the User Department and determined the following:
X leveraging benefits of volume purchasing
X volume discounts
X service delivery requirement advantages
X reduction of cycle times
X enhanced service specification
4. Are the need(s) of the User Department met/achieved with the cooperative purchasing/statewide/GSA contract? X Yes ☐ No
5. Is the entity is authorized to conduct/transact business in the State of Georgia?
☐ Yes ☐ No
6. If applicable, is the entity in compliance with the Georgia Security and Immigration Act (E-Verify)? ☐ Yes ☐ No

7. When applicable, if the contract is for services or professional services is the entity capable of providing Certificate of Insurance? ☐ Yes ☐ No



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0096

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion and request approval of a Resolution approving updates to Fulton County's Sustainability Plan and Goals for the purpose of accelerating the path towards increased sustainability by 2030 in Fulton County; and for other purposes. **(Pitts)**

1 **A RESOLUTION APPROVING UPDATES TO FULTON COUNTY’S SUSTAINABILITY**
2 **PLAN AND GOALS FOR THE PURPOSE OF ACCELERATING THE PATH TOWARDS**
3 **INCREASED SUSTAINABILITY BY 2030 IN FULTON COUNTY; AND FOR OTHER**
4 **PURPOSES.**

5 **WHEREAS**, Fulton County recognizes that a healthy and sustainable environment
6 is important to its citizens, its economy, and our future; and

7 **WHEREAS**, on June 5, 2019, as Agenda Item #19-0449, the Fulton County Board
8 of Commissioners approved the *Fulton County 2019-2025 Sustainability Plan* (the
9 “Sustainability Plan”), which evidenced a commitment by Fulton County to obtain
10 sustainability by identifying the most salient internal and external challenges or
11 opportunities and to provide solutions that connect to Fulton County’s Strategic Plan; and

12 **WHEREAS**, the Sustainability Plan sets targeted goals for the reduction of energy
13 and water consumption, improvement of air quality, and empowerment of employees and
14 residents with education on issues related to environmental sustainability; and

15 **WHEREAS**, the approved Sustainability Plan includes the development of
16 streamlined objectives that will allow Fulton County to leverage in-house policies that
17 enhance service levels, citizen well-being, sustainability, economic development, and
18 technology strategies by 2025; and

19 **WHEREAS**, the Sustainability Plan focuses on and sets goals for climate change
20 mitigation; social equity and smart transit; high-performance County infrastructure;
21 education, outreach, and green jobs training and placement; fostering partnership for the
22 implementation of the Sustainability Plan; and budgetary appropriation for implementation
23 of the Sustainability Plan; and

WHEREAS, Fulton County staff has continued to review the Sustainability Plan and has updated the goals for Fulton County through 2030, as set is forth in the “Fulton County Sustainability Goals Updates,” attached hereto and incorporated by reference as Exhibit “A,” and

WHEREAS, pursuant to Fulton County Code § 1-117, the Board of Commissioners has exclusive jurisdiction and control over “making such rules and regulations for the support of the poor of the county, and for the promotion of health, as are not inconsistent with law; [and] . . . exercise such other powers as are granted by law, or are indispensable to their jurisdiction over county matters and county finances”; and

WHEREAS, the Board of Commissioners has reviewed the updates to the Sustainability Plan and finds that adopting the new sustainability goals and targets and approving the updated Sustainability Plan is in the best interest of the citizens of Fulton County.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Fulton County does hereby approve and adopt the updates to the Sustainability Plan, attached hereto and incorporated by reference as Exhibit “A.”

BE IT FINALLY RESOLVED, that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution are hereby repealed to the extent of the conflict.

SO PASSED AND ADOPTED, this day of ~~February~~January 2022.

FULTON COUNTY BOARD OF

COMMISSIONERS

SPONSORED BY:

Robb L. Pitts, Chairman

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo
County Attorney

P:\CALegislation\BOC\Resolutions\2022 Resolutions\Pitts\1.19.22 Resolution to Approve Update to County Sustainability Plan
through 2030(3).docx

EXHIBIT A

Fulton County Sustainability Plan Goals Updates

Fulton County Sustainability Plan Goals Updates

1. Priority Area 1: Sustainability is Climate Change Mitigation
 - a. Current Goal: improve energy efficiency of FC facilities
 - i. Current Target: 20% reduction of energy usage by 2025
 1. **Goal / Target Update:**
 - a. ***Reduce buildings energy usage by 50% by 2030 through the assessment of facilities and implementation of cost-effective energy conservation measures, utilizing budgetary appropriations, grants, and alternative financing mechanisms such as Energy Savings Performance Contracting.***
 - b. Current Goal: Develop renewable energy pilot study project
 - i. Current Target: install project by 2020
 1. **Goal / Target Update:**
 - a. ***Offset 25% of electricity demand and carbon dioxide emissions by 2030 through the implementation of a solar energy program to finance or own solar installations at a capacity of up to 27 megawatts at suitable facilities and assets, and the purchase of verified green power certificates and renewable energy certificates.***
2. Priority Area 2: Sustainability is Social Equity and Smart Transit
 - a. Current Goal: Transportation, air quality, and green spaces: reduction of overall vehicle emissions by FC Government vehicles
 - i. Current Target: transition 20 percent of fleet mileage to hybrid or other alternative fuel technology by 2025
 1. **Goal / Target Update:**
 - a. ***Transition 25% or all light-duty administrative vehicles to electric vehicles and plug-in hybrid electric vehicles by 2030 utilizing lease and purchase models and install Electric Vehicle Supply Equipment (e.g., charging stations) (min. Level II or DCFC) at all viable facilities for public and employee use, and encourage municipalities to expand public and private EV charging infrastructure.***
 - ii. Current Target: increase the percentage of employees who are regularly using sustainable commute options to 20 percent by 2025 using employee surveys to measure the percentage increase.
 1. **Goal / Target Update:**
 - a. ***Increase the percentage of employees who are commuting to work via sustainable and alternative modes such as not driving alone, taking transit, walking / biking, carpooling, and***

teleworking by 50% by 2030, and provide additional incentives and rewards for sustainable and alternative commuting.

- iii. Current Target: encourage the use of current and upcoming alternative transportation methods including carpooling, MARTA, bus rapid transit, light rail, cycling, and walking to get commuters through the last mile of their destination.

- 1. **Goal / Target Update:**

- a. ***Partner with municipalities to encourage the improvement of last mile connectivity and commuting options through transportation funding investments (T-SPLOST, TIP, etc.).***
 - b. ***Develop partnership to offer an employee and community bikeshare and carshare (EV) program with ownership incentives.***

- b. Current Goal: promote and educate Fulton County residents on local farming programs and community gardening and promote food self-sufficiency and food security for Fulton County residents through local partnerships and educational programs.

- i. Current Target: number of active programs and partnerships related to sustainable food practices, and establish affordable, healthy food options within five miles of every resident. Target sources include community gardens, farmers' markets, or mini organic markets at major transit stops.

- 1. **Goal / Target Update:**

- a. ***Establish affordable, healthy food options within five miles of every resident - community gardens, farmers' markets, or mini organic markets at major transit stops in alignment with the sustainable food and urban agriculture resolution (#21-0779).***

- 3. **Priority Area 3: Sustainability in High-Performance County Buildings**

- a. Current Goal: reduce or divert waste from county facilities sent to landfill, identify composting, natural cleaners, providing eco-friendly options, material reuse, etc., and mitigate the use of polystyrene and plastic bag/plastic straws by vendors at county facilities, parks, and related events.

- i. Current Target: 20% waste diversion by 2025, composting pilot and single-use plastics resolution / policy.

- 1. **Goal / Target Update:**

- a. ***50% waste diversion rate by 2030 through the implementation of additional recycling supplies and education, composting / food donation program for high-priority facilities with food service (Govt. Center, Justice Center, multipurpose sr. centers, annexes) to divert or donate all food waste, policy to divert and reuse 95% of construction and demolition waste from major renovations and new construction projects, and a sustainable purchasing policy such that 100% of office, custodial and hospitality supplies are sustainable and environmentally responsible by 2030.***

- b. Current Goal: create a water efficiency management system to reduce overall municipal potable water use and sewer needs.

- i. Current Target: reduce water consumption 20% by 2025.
 - 1. **Goal / Target Update:**
 - a. ***Reduce water consumption by 30% by 2030 through cost-effective water conservation measures via Water-Smart initiatives, use of EPA WaterSense labeled products, irrigation monitoring and controls, and low-impact landscaping for all facilities utilizing green infrastructure, xeriscaping, rainwater reuse and green building standards.***
- 4. Priority Area 4: Sustainability is Education, Outreach and Green Jobs Training
 - a. Current Goal: collaborate with Workforce Development to train county staff in sustainable programs through other organizations and support sustainable development programs to continue attracting a talented workforce to Fulton County.
 - i. Current Target: number of county employees and residents that become certified as Green Professionals as established during yearly job performance evaluations and number of residents that become certified as Green Professionals per year.
 - 1. **Goal / Target Update:**
 - a. ***Establish a green workforce development training and job placement program available to all residents and county employees in partnership with WorkSource Fulton, prioritizing trainings and funding resources for un/under employed and low-moderate income residents. Train at least 100 people per year and place at least 75% in living wage industry related jobs by 2030.***
- 5. Priority Area 5: Sustainability is Fostering Partnerships for Plan Implementation
 - a. Current Goal: foster partnerships between organizations within Fulton County Government promoting sustainable homes, workplaces, and communities. The new Green Team will drive sustainability through county departmental leadership
 - i. Current Target: number of internal Fulton County sustainability projects / programs initiated and maintained
 - 1. **Goal / Target Update: *create a Fulton County Sustainability Committee consisting of representatives from all municipalities, Board of Commissioners, county departmental leadership and FCCCE / community. Reconstitute and reinvigorate the internal county "Green Team" with leadership from all relevant departments***
- 6. Priority Area 6: Sustainability is Budgetary Appropriation for Plan
 - a. Current Goal: Fulton County Green Purchasing is using purchasing power in the most cost-effective, fair, and environmentally benign way; creating a healthier workplace. Green Purchasing includes implementing a sustainability requirement in the county's request for proposal templates as well as the standardization of environmentally friendly products across all departments.
 - i. Current Target: transition at least 80% of all office and custodial supplies purchased and used annually to "eco-friendly" products, and 100 percent recycled copier paper and 30 percent post-consumer content for all paper products.

1. **Goal / Target Update:**
 - a. *Annual budgetary appropriation to the Sustainability Division in the Department of Real Estate and Asset Management and other applicable departments and divisions, and establishment of a green revolving loan fund to increase capacity, resources and funding for projects and initiatives to make progress on the Sustainability Plan goals and targets.*



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0097

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Request approval of a Resolution by the Board Commissioners of Fulton County to provide initial fiscal resources to fund the Fulton Technology and Energy Enhancement Authority; and for other purposes. **(Abdur-Rahman)**

1 **RESOLUTION BY THE BOARD OF COMMISSIONERS OF FULTON COUNTY TO**
2 **PROVIDE INITIAL FISCAL RESOURCES TO FUND THE FULTON TECHNOLOGY**
3 **AND ENERGY ENHANCEMENT AUTHORITY, AND FOR OTHER PURPOSES.**
4

5 **WHEREAS**, the Fulton Technology and Energy Enhancement Authority (FTEEA)
6 was established by House Bill 762 in the 2021 Georgia General Assembly session and
7 signed into law by Governor Brian Kemp; and
8

9 **WHEREAS**, the FTEEA founding board members appointed represent Fulton
10 County, the Metropolitan Atlanta Regional Transit Authority (MARTA), the Atlanta
11 Regional Commission (ARC), and the Georgia Institute of Technology, with the chairman
12 of the Board of Commissioners representing the interest of the Board and the County
13 thereon; and
14

15 **WHEREAS**, the Board of Commissioners recognizes and supports the mission of
16 FTEEA to address root causes of poverty in Fulton County, by bridging the digital and
17 energy divides, and to address various issues that impede improvements in struggling
18 neighborhoods; and
19

20 **WHEREAS**, FTEEA will put Fulton County on the map as a national leader in public
21 sustainable infrastructure, by identifying, targeting, and alleviating the specific elements
22 relating to the underdevelopment of technological resources and energy burdens which
23 are causing poverty, increased unemployment rates, and statistics comparable to failing
24 school rates and underdevelopment in Fulton County's pockets of poverty; and
25

26 **WHEREAS**, the State of Georgia acknowledged the need of such authority as
27 FTEEA in the authorizing legislation, *to wit*: "The General Assembly finds that while the
28 Fulton County is a world-renowned center of technological innovation, pockets exist
29 throughout the county where technological and energy resources are extremely lacking.
30 These deficiencies hinder the development or redevelopment of these pockets and lock
31 the residents of these pockets into poverty by denying them the opportunity for prosperity
32 and great wealth like other areas of the county," and
33

34 **WHEREAS** the purpose of the Fulton Technology and Energy Enhancement
35 Authority is to decrease energy burden in communities with low socio-economic
36 demographics; increase wealth in communities with high energy burden; and provide
37 technology and renewable energy workforce development with public-private
38 partnerships; and
39

40 **WHEREAS** the median income of said communities is below the national poverty
41 line; the K-12 public schools in the said communities have D and F ratings based on the
42 Georgia Board of Education ratings; the cycle of suppression of said communities needs
43 to stop by providing resources from FTEEA; and
44

WHEREAS the Fulton Technology and Energy Enhancement Authority requires seed funding to establish its initial infrastructure and operations to help the said communities and the people who reside therein, in Fulton County.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners authorizes the allocation of an amount not to exceed \$125,000 for the purposes of aiding and assisting the Fulton Technology and Energy Enhancement Authority in implementing its mission, goals, and objectives as outlined in House Bill 762 from the 2021 session of the Georgia General Assembly: and

BE IT ALSO RESOLVED, that the Board of Commissioners directs the County Attorney, the County Manager, and the Chief Financial Officer to confer upon each other and determine the source of funds of which the allocation is to come from and that any such allocation and distribution be legal and compliant under all laws of the State of Georgia and policies and regulations of Fulton County Government; and

BE IT FURTHER RESOLVED, that County Manager shall appoint a County staff member to serve as a liaison between the FTEEA and Fulton County and the Board of Commissioners to maintain open lines of communication with updated information on the Authority's progress and work; and

BE IT FINALLY RESOLVED that this Resolution shall become effective upon its adoption, and that all resolutions and parts of resolutions in conflict with this Resolution, are hereby repealed to the extent of the conflict.

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this day of January, 2021.

FULTON COUNTY BOARD OF
COMMISSIONERS

SPONSORED BY:

Khadijah Abdur-Rahman, Commissioner
District 6

ATTEST:

1 Tonya R. Grier, Clerk to the Commission

2

3 **APPROVED AS TO FORM:**

4

5

6 _____
Soo Jo, County Attorney

7



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0101

Meeting Date: 2/2/2022

Department

External Affairs

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Presentation of the 2022 Legislative Agenda.

Requirement for Board Action *(Cite specific Board policy, statute or code requirement)*

Pursuant to Fulton County Code Section 1-117, the Board of Commissioners has exclusive jurisdiction over the affairs of the County consistent with applicable laws.

Strategic Priority Area related to this item *(If yes, note strategic priority area below)*

Open and Responsible Government

Commission Districts Affected

All Districts ☒

District 1 ☐

District 2 ☐

District 3 ☐

District 4 ☐

District 5 ☐

District 6 ☐

Is this a purchasing item?

No

Summary & Background *(First sentence includes Agency recommendation. Provide an executive summary of the action that gives an overview of the relevant details for the item.)*

Scope of Work:

Community Impact:

Department Recommendation: Recommend Approval.

Project Implications:

Community Issues/Concerns:

Agenda Item No.: 22-0101

Meeting Date: 2/2/2022

Department Issues/Concerns:

A photograph of the Fulton County Capitol building in Atlanta, Georgia, featuring a prominent gold dome. In the foreground, five flagpoles with various flags (including the Georgia state flag and the Maryland state flag) are visible against a clear blue sky. The building is partially obscured by green trees.

2022 Legislative Agenda Update

Fulton County Board of Commissioners

February 2, 2022

Ensure Local Home Rule: Redistricting

**Strengthen Behavioral Health Model & Funding
For Substance Abuse Treatment & Prevention**

**Create A More Efficient & Effective
Justice System - Compensation for Officials**

**Create A More Efficient & Effective Justice System
– Diversion & Reentry Programs**

**Create A More Efficient & Effective Justice System
– Codify Judicial Practices**

Support Certain Evictions Record Sealing

**Support Homeowner Protections With Greater
HOA Transparency**



2022 State Legislative Agenda

Legislative Session Highlights

- The Georgia General Assembly has convened through Legislative Day 10 as of February 2; there are 30 more Legislative Days.
- Georgia House Speaker David Ralston declared mental health reform as a top priority for this legislative session in a press conference with the newly created Mental Health Caucus. The bipartisan caucus unveiled an omnibus bill to expand access to mental health services in Georgia. Noted:
 - Georgia ranks 48th in the nation for access to mental health and substance abuse services.
 - The State's mental health crisis hotline has experienced a 24% increase in calls, texts and chats since the COVID-19 pandemic began.
 - There was a 36% increase in drug overdose deaths between April 2020 - April 2021.
- A Full Session Adjournment Resolution, [SR 382](#), sets the legislative calendar to Sine Die, April 4.

Fulton County Key Priority – Redistricting

- The Fulton County Board of Commissioners unanimously selected its preferred map plan, Map A, and will be asked to adopt the finalized map after certification from the GA Office of Legislative and Congressional Reapportionment (in accordance with [SB 177](#) - Requirements for consideration of local legislation revising existing districts or creating new districts).

Annexation & Cityhood

Bill Caption/Author	Bill Description	Status
HB 0836 - Atlanta, City of; change corporate limits; Rep. Bruce (61st; Atlanta)	Bill would incorporate currently unincorporated property in the Fulton Industrial District that lies north of U.S. Interstate 20.	Senate Read & Referred to State and Local Governmental Operations
HB 0854 -Buckhead City, City of; incorporate; Rep. Jones (25th; Johns Creek)	This bill would establish the City of Buckhead in Fulton County.	Senate Second Readers; Governmental Affairs
SB 324 - Buckhead City, City of; incorporate; Sen. Beach (21st; Alpharetta)	This bill would establish the City of Buckhead in Fulton County.	Senate Read & Referred to Urban Affairs

Elections

Bill Caption/Author	Bill Description	Status
<u>HB 886</u> –Security Tracking of the Security Ballot Paper Rep. Powell (32 nd , Hartwell)	This bill requires that new security ballot paper in locked containers; must be sealed and numbered, with the numbers recorded on tracking forms. Persons taking possession of the containers must provide written confirmation with the date, time, and number of ballots to tract chain of custody.	Governmental Affairs Favorably Reported
<u>HB 933</u> - Retention of ballots; Rep. Blackmon, (146, Bonaire)	This bill allows persons to inspect ballots and other elections documents (following election returns) held by the Clerk of Superior Court. No one outside the Clerk’s office will physically handle the ballots or documents Clerks may impose a fee.	House Second Readers; Government Affairs
<u>SB 0325</u> - Elections and Primaries; Sen. Miller (49 th , G’ville)	Bill eliminates the use of absentee ballot drop boxes and related legal provisions in the Official Code of Georgia.	Senate Read & Referred to Ethics
<u>SR 0363</u> - Right to register and vote; Sen. Miller (49 th , G’ville)	This proposed Constitutional Amendment would clarify that only citizens of the United States shall have a right to vote in elections in this state.	Senate Reconsidered; Failed

Expand Access to Behavioral Health Services

Bill Caption/Author	Bill Description	Status
<u>HB 1013</u> -Mental Health Parity Act; (Omnibus) House Speaker David Ralston (7th, Blue Ridge); Rep. Oliver (82nd, Decatur); Rep. Jones (25th, South Forsyth)	This bipartisan, omnibus bill incorporates recommendations from the Behavioral Health Reform and Innovation Commission that was comprised of mental health, substance abuse and criminal justice experts. The Commission's 2021 report can be found here : Bill proposes to: Require parity for mental health insurance coverage; Increase the number of mental health professionals in the state; Provide help to first responders help on mental health crisis calls; Improve data and transparency including enforcement of the Federal Parity Act of 2008 by requiring public reports	House Hopper
<u>HB 15</u> — Preventing Tragedies Between Police and Communities Act; Rep. Scott (76th, Rex)	This bill would require de-escalation training for law enforcement.	Second Readers: Public Safety and Homeland Security
<u>HB 49: Mental Health Parity Act</u>	Bill requires that insurer treatment of claims concerning mental and substance use disorders are treated equally with other health insurance claims.	House Second Readers: Insurance

Expand Access to Behavioral Health Services

Bill Caption/Author	Bill Description	Status
HB 239 — DBHDD conduct or coordinate all audits of behavioral health providers; Rep. Hutchinson (107th, Snellville)	Bill provides that the DBHDD conduct or coordinate all audits of behavioral health providers to prevent duplication with other agencies.	House Second Readers: Health & Human Services
HB 570 — Georgia Public Safety Training Center; training requirements for mental health operatives; Neal (74th, Jonesboro)	This legislation adds “mental health operatives,” and would establish mental health training requirements through the Georgia Public Safety Training Center.	House Second Readers: Public Safety and Homeland Security
HB 571 — Law enforcement officers; mental health operatives; provide training; Neal (74th, Jonesboro)	Establish requirements for law enforcement to include a course consisting of 40 hours of mental health training.	House Second Readers: Public Safety and Homeland Security
HB 590 — Provide for a grant program to establish assisted outpatient treatment programs for people with mental illness; Rep. Hogan (179th, St. Simon's Island); Rep. Oliver (82nd, Decatur)	Bill establishes a three-year assisted outpatient treatment pilot grant to fulfill Georgia's outpatient civil commitment law in order to establish the efficacy of the assisted outpatient treatment model in Georgia.	House Health and Human Services

Expand Access to Behavioral Health Services

Bill Caption/Author	Bill Description	Status
<u>HB 713</u> - Reducing Street Homelessness Act of 2021; Rep. Dempsey (13th, Rome)	Bill mandates, unless otherwise prohibited by federal requirements, all state funds received by the Dept. of Community Affairs to address homelessness that are allocated to municipalities, continuums of care, or nonprofits for the construction of short-term housing or sheltering of the homeless shall be redirected by the department for use on the following: safe “parking” lots for structured camping facilities.	House Second Readers: Public Safety and Homeland Security
<u>HB 717</u> — Mental Health; authorization of peace officers to take a person to a physician or emergency receiving facility; Rep. Cooper (43rd, Marietta)	The bill would provide authorization to law enforcement to take a person to a physician, or emergency facility for emergency mental health evaluation; officer need not formally file charges prior to transporting the individual.	House Second Readers: Health & Human Services
<u>HB 853</u> - Mental Health treatment alternatives to imprisonment; Rep. Sandra Scott (76th, Rex)	Bill would address defendants with mental health issues who plead guilty or nolo contendere. It would provide for mental health treatment options during imprisonment.	House Second Readers; Judiciary Non-Civil

Expand Access to Behavioral Health Services

Bill Caption/Author	Bill Description	Status
<u>HB 855</u> - Workers' compensation, expanded coverage for first responders; Rep. Kennard (102nd, Lawrenceville)	Bill provides workers' compensation coverage for first responders for post-traumatic stress disorder arising in the course and scope of employment. (Behavioral Health policy support also.)	House Second Readers: Industry & Labor
<u>SB 208</u> — DBHDD fully funded list; Sen. Harrell (40th, Atlanta)	To require the DBHDD to fully provide funded services over a five-year period to those with intellectual or developmental disabilities who are on the New Options Waiver (NOW) or Comprehensive Supports Waiver (COMP) waiting list. This would also prohibit the department from capping or limiting community living support services under the COMP waiver.	Referred to Senate Appropriations
<u>SB 342</u>: Mental Health Parity Reporting ; Sen. Kirkpatrick (32nd, Sandy Springs)	Bill requires insurance companies to provide annual reports proving equality in coverage for mental health and to establish penalties for failure to comply.	Referred to Senate Insurance and Labor

10

Health & Human Services: COVID Impact

Bill Caption/Author	Bill Description	Status
HB 856 –Establishment of Commission on the Disparate Impact of COVID-19; Rep. Schofield (60th, Atlanta)	A 20-member Commission comprised of professionals in the fields of public health, infectious diseases, education, housing, small businesses, and aging services. Appointees are to be made by House and Senate majority and minority leadership. Commission would convene no later than January 1, 2023, and sunset June 30, 2024.	House Second Readers; Rules

Firearms

Bill Caption/Author	Bill Description	Status
HB 903 - "Second Amendment Restoration and Protection Act," Rep. Gullett (19th, Dallas)	Bill allows persons to carry weapons without obtaining a Georgia weapons carry license so long as they are legally eligible to carry a weapon in Georgia. Local governments are prohibited from enforcing any anti-firearms policies, meaning any regulation, rule, policy, or practice which prohibits or restricts the possession, use, sale or transfer of firearms above provisions of state or federal law.	Second Readers: Public Safety & Homeland Security
HB 917 - Firearms; lifetime weapons carry licenses; Rep. Cameron (1st, Rossville)	Bill allows Georgians, for a cost of either \$200 or \$100 (depending on certain status), to obtain a lifetime weapons carry license. Applicants must undergo a background check every five years, at cost to the state, to maintain lifetime license and pay processing fee to Probate Judge.	Second Readers: Public Safety & Homeland Sec.
SB 319 – "Georgia Constitutional Carry Act of 2021"; Sen. Jason Anavitarate (31st, Dallas)	Bill would eliminate gun permit requirement in order to carry a gun in public if the individual is a lawful weapons carrier. Lawful weapons carrier means any person who is not prohibited by law from possessing a weapon or long gun, any person who is licensed pursuant to Code Section 16-11-129, or any person licensed to carry a weapon in any other state whose laws recognize and give effect to a license issued pursuant to this part. Weapon means a knife or handgun.	Referred to Senate Judiciary Committee

Business, Consumers & Taxation

Bill Caption/Author	Bill Description	Status
<u>SB 0323</u> – State income tax; Sen. Butch Miller (49th, Gainesville)	Bill would eliminate the State income tax.	Senate Read & Referred: Finance
<u>SB 0331</u> - "Protecting Georgia Businesses and Workers Act"; Sen. John Albers (56th, Roswell)	Bill prohibits local governments from regulating the hours or scheduling that an employer is required to provide employees or otherwise regulate employee output during work hours, with the exception of regulating business operating hours.	Senate Read & Referred: Industry & Labor
<u>SB 0332</u> - "Inform Consumers Act"; John Albers (56th, Roswell)	Bill regulates third-party, high-volume sellers operating on online platforms requiring certain business or tax identification, financial and related registration information within 10 days of beginning operations. Failure to comply will cause suspension on online marketplace platform. Marketplace must provide for electronic or telephonic consumer reporting of suspected suspicious activity. Effective: January 2023.	Senate Judiciary Favorably reported; Read Second Time

Homestead Exemptions

Bill Caption/Author	Bill Description	Status
<u>HB 1029</u> - Milton, senior homestead exemption; modify maximum income; Rep. Jones (47th, Milton), Rep. Cantrell (22nd, Milton)	Bill calls for a referendum for a local homestead exemption: "Shall the Act be approved which modifies the maximum income for a homestead exemption for individuals age 70 or older to be the greater of \$100,000.00 or the maximum amount which may be received by an individual and an individual's spouse under the federal Social Security Act for the immediately preceding year?"	House First Readers: Intragovernmental Coordination Effective tax year January 1, 2023.
<u>HB 1030</u> – Milton; repeal homestead exemption; Rep. Jan Jones (47th, Milton), Rep. Cantrell (22nd, Milton)	Bill calls for a referendum: "Shall the Act be approved which repeals the homestead exemption for citizens of the City of Milton age 65 years or older meeting certain income requirements as found in Section 6.34 of the city charter?" Effective tax year January 1, 2023.	House First Readers: Intragovernmental Coordination
<u>HB 1031</u> - Milton; increase amount of a senior homestead exemption; Rep. Jan Jones (47th, Milton), Rep. Cantrell (22nd, Milton)	Shall the Act be approved which increases the general homestead exemption for individuals age 65 or older from City of Milton ad valorem taxes for municipal purposes from \$15,000.00 to \$25,000.00?" Effective tax year January 1, 2023.	House First Readers: Intragovernmental Coordination

Development Authorities

Bill Caption/Author	Bill Description	Status
HB 1044 - Creation of regional development authorities; Rep. Pirkle (155th, Ashburn)	Bill provides for the creation of regional development authorities and an enhancement for the jobs tax credit for such authorities. A county shall not belong to more than one regional development authority.	House First Readers: Economic Development & Tourism

TSPLOST

Bill Caption/Author	Bill Description	Status
<u>House Bill 934</u> Sales and use tax; special district mass transportation; local government; Rep. Leverett (33rd, Elberton)	<p>This bill is an ACCG legislative priority that amends the GA Code to allow a Single County Transportation Special Purpose Local Option Sales Tax (TSPLOST) to be collected for the full amount of time (five years), as opposed to terminating once the estimated amount is collected. In order to collect for the maximum amount of time, an intergovernmental agreement (IGA) would have to be in place between the county and cities, and all proceeds would be spent according to the IGA - on transportation purposes. NOTE: This bill is not retroactive but will apply to TSPLOST referendums once enacted.</p>	<p>House Second Readers: Ways & Means</p>



Special Days at the State Capitol

- **February 1:** [2022 Girl Scout Day at the Capitol](#) – Girl Scouts of Greater Atlanta
- **February 28:** [Dyslexia Day at the Capitol](#) – International Dyslexia Association Georgia
- **March 1:** [2022 Legislative Advocacy Webinar](#) – The Georgia Chapter of the American Academy of Pediatrics
- **March 9:** [2022 Clark Atlanta University Day at the Georgia State Capitol](#) – Clark Atlanta University



Fulton County Board of Commissioners

Agenda Item Summary

Agenda Item No.: 22-0102

Meeting Date: 2/2/2022

Requested Action *(Identify appropriate Action or Motion, purpose, cost, timeframe, etc.)*

Discussion: Alpharetta Jail (**Hausmann**)