

MASTER LEASE AGREEMENT

This **MASTER LEASE AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 2021, (the “**Effective Date**”) by and between **FULTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 141 Pryor Street, SW, Suite 8021, Atlanta, Georgia 30303 (the “**County**” or “**Landlord**”) and **FULTON COUNTY BOARD OF HEALTH**, a legislatively created non-profit governmental entity, whose business address for purpose of this Agreement is 10 Park Place South, SE, 4th Floor, Atlanta, GA 30303, (“**Tenant**”). (“**Landlord**” and “**Tenant**” are each a “**Party**” and jointly referred to as the “**Parties**” herein).

WHEREAS, through the adoption of House Bill 885 (Laws 201, Act 467, § 1, effective April 27, 2016) in the 2015-2016 Regular Session, the Georgia General Assembly repealed O.C.G.A. § 31-3-2.1, which had allowed Fulton County to operate its public health services through its internal Department of Health and Wellness; and

WHEREAS, House Bill 885 further provided that the operation of public health services in Fulton County was to transition from being a department within the County to being a county board of health similar to the other boards of health around the State of Georgia that were never incorporated into county governments; and

WHEREAS, Fulton County therefore adopted Resolution Nos. 17-0298 and 17-0299 on April 12, 2017, dissolving the Department of Health and Wellness and directing County staff to facilitate the creation of the Fulton County Board of Health as a separate entity; and

WHEREAS, the Fulton County Board of Health enjoys all powers and obligations of a county board of health that are set forth in O.C.G.A. § 31-3-1, *et seq.* and as may be delegated by the Georgia Department of Public Health and by and through the authorities established in O.C.G.A § 31-2-1, *et seq.*, O.C.G.A. § 26-2-370, *et seq.*, and other state laws as of July 1, 2017; and

WHEREAS, pursuant to O.C.G.A. § 31-3-9 Fulton County is obligated to “provide the county board of health with quarters and equipment sufficient for its operation”

NOW THEREFORE, for and in consideration of the Premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in keeping with the obligation pursuant to O.C.G.A. § 31-3-9, to provide quarters for Tenant and the provisions of the Restated and Amended Inter-Governmental Agreement (“IGA”) negotiated by and between the Parties, as may be amended, Landlord and Tenant agree as follows:

1. **Definitions.** The following words as used in this Agreement shall be defined as follows:

A. “**Buildings**” shall be construed to mean the building containing or located on the Premises. Reference in this Agreement to the Building are deemed to include the Premises.

B. “**Casualty**” shall be construed to mean damage or destruction of the Premises, or any portion thereof, by any cause, including, without limitation, any loss or damage caused by fire, water, lightning, windstorm, hurricane, tornado, cyclone, hail, explosion, riot, civil commotion, aircraft, smoke, land vehicles, boiler explosion, or any other like or different type or kind of catastrophe.

C. “**Common Areas**” shall mean those areas located within the Building or on the Land used for corridors, elevators, foyers, restrooms, mechanical rooms, elevator mechanical rooms, janitorial closets, electrical and telephone closets, vending areas, and lobby areas (whether at ground level

or otherwise), entrances, exits, sidewalks, skywalks, tunnels, driveways, parking areas and parking garages and landscaped areas, gardens, courtyards, and other similar facilities provided for the common use or benefit of tenants generally and/or the public.

D. **“Date of Casualty”** shall be construed to mean the date on which the Casualty occurs.

E. **“Hazardous Substances”** shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency (the “EPA”) or the Georgia Department of Natural Resources, Environmental Protection Division (“EPD”) or the list of toxic pollutants designated by United States Congress or the EPA, any and all oil and petroleum, oil and petroleum products, and oil and petroleum constituents, or which are defined as hazardous, toxic, pollutant, infectious or radioactive by any other federal, state or local statute, law, ordinance, code, rule, or regulation, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, including any: (i) asbestos in any form which is or could become friable or which is deemed hazardous under any applicable Law; (ii) urea formaldehyde foam insulation; and (iii) transformers or other electrical equipment which contain polychlorinated biphenyl (PCB).

F. **“Land”** shall be construed to mean the real property, fee simple title or an estate for years to which is owned by Landlord, upon which the Building is located.

G. **“Landlord”** shall be construed to mean Landlords in all cases where there is more than one Landlord, and the necessary grammatical changes required to make the provisions hereof apply either to male or female, corporation, partnership, association or individuals, shall in all cases be assumed as though in each case fully expressed. In the event the Premises is owned by an entity other than Fulton County, and the Board of Health is in the position of Sub-lessor from the County, the County shall be deemed the Landlord for purposes of this Agreement.

H. **“Laws”** shall be construed to mean all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives applicable to the Premises, and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing. **“Law”** shall be the singular reference to Laws.

I. **“Material Portion of the Premises”** shall be construed to mean but may not be limited to all Building systems such as plumbing, electrical, gas, information technology, Building access cards, cable, and or wireless technology; those areas of the Building used for receiving, examining, treating, and consulting with clients; all laboratory areas, including medication and specimen storage and handling areas; all portions of the Building used for administrative and business office activities; all portions of the Building used for sanitary purposes such as bathrooms, kitchens, laboratory sinks, eye wash, or other equipment wash stations; and all pathways of ingress and egress to the Building, Land, and/or Premises, and other areas or systems that, when disabled rendered unavailable, lead to the disruption of client or business services.

J. **“Mortgage”** shall be construed to mean any mortgage, deed to secure debt, deed of trust, trust deed or other conveyance of, or lien or encumbrance against, the Building or the Land as security for any debt, whether now existing or hereafter arising or created. **“Mortgages”** shall mean more than one Mortgage.

K. **“Party”** shall be construed to mean either Landlord or Tenant, as appropriate. **“Parties”** shall mean both Landlord and Tenant, and such reference shall be deemed to include the legal

representative(s), successors and assignees of said Party, the same as if in each case expressed.

L. **“Premises”** shall include not only the property more particularly described in Paragraph 2 of this Agreement but also all the fixtures, improvements, tenements and appurtenances, thereunto belonging to or in anywise appertaining, including, but not limited to, the right of ingress and egress thereto and therefrom at all times.

M. Any and all references to the word **“Term”** of this Agreement shall include not only the initial term but also any renewal or extension of the initial term.

2. Premises. In keeping with the obligation of the County, pursuant to O.C.G.A. § 31-3-9, to provide quarters sufficient for the operations of the Fulton County Board of Health and the provisions of the Restated and Amended Inter-Governmental Agreement (“IGA”) negotiated by and between the Parties, attached hereto as Exhibit A, incorporated herein by reference, as the same may be amended, the County does hereby this day, grant a lease to Tenant for those Premises identified in Exhibit B, attached hereto and incorporated by reference.

3. Permitted Use. Tenant shall use the Premises solely for those purposes set forth in the IGA, the provisions of O.C.G.A. § 31-3-4 (County boards of health; their powers), and related Board of Health business purposes.

4. Term. This Agreement shall commence on (July 1, 2021) (the **“Commencement Date”**) and shall end at 11:59 p.m. on (June 30, 2026) (the **“Expiration Date”**) unless this Agreement shall be sooner terminated or amended as hereinafter provided by the parties providing notice as contained herein. The Commencement Date and the Expiration Date are hereinafter collectively referred to as the **“Term”**. Provided there is no breach by Tenant of either the services to be provided by Tenant at the Premises pursuant to the IGA or this Agreement during the Term, this Agreement may be renewed for one (1) five (5) year period with a final ending date of June 30, 2031 at 11:59 pm. For those Premises owned by the County, in the event the Parties fail to renew the Agreement, the Tenant shall be allowed to hold over, without penalty, until such time as the Landlord provides mutually agreeable alternative quarters for Tenant’s use pursuant to O.C.G.A. § 31-3-9. Tenant understands and agrees that certain Premises that are a part of this Agreement are not owned by the County and that the Term of this Agreement in no way affects or alters the term(s) set forth in the County’s lease agreements with its third-party landlord.

5. Rent. One dollar (\$1.00) per year and other good and valuable consideration, including Tenant’s provision of public health services benefitting the Landlord at the facilities set forth in Exhibit B hereto, as said exhibit may be amended from time to time.

6. Covenant of Title and Quiet Enjoyment. Landlord covenants that it is in legal possession of the Premises set forth in Exhibit B. Tenant agrees that the Landlord is providing the Premises in accordance with O.C.G.A. § 31-3-9 and the IGA, and Tenant, in keeping with the provisions herein contained, shall lawfully, quietly and peacefully have, hold, use, possess, enjoy and occupy the Premises, with all the fixtures, improvements, tenements, appurtenances, and each and every part and parcel thereof, for and during the Term hereby granted, without any suit, hindrance, interruption, inconvenience, eviction, ejection or molestation by the Landlord, the Landlord’s Lessor where applicable, or by any other person or persons whatsoever.

7. Tenant Covenants, Representations and Warranties. Tenant hereby covenants and agrees as follows:

7.1 Tenant shall at all times during the Term maintain and keep current all business licenses and permits required by all applicable Laws for the operation of Tenant’s business at the Premises.

7.2 Tenant shall not make any alterations, additions, or improvements to the

Premises other than those alterations, additions, or improvements approved in writing by Landlord in advance, said approval to not be unreasonably withheld.

7.3 Tenant shall comply with the all rules and regulations of each Building and all Laws regarding the use and occupancy of the Premises.

7.4 Neither Tenant, nor any of Tenant's invitees, shall at any time treat, handle, use, manufacture, store or dispose of in or about the Premises, the Building, or the Property any Hazardous Materials. Tenant shall, only to the extent permissible by law, be responsible only for contamination caused by Tenant during the term of its tenancy (or those of its invitees, employees, contractors or agents). In no event, shall Tenant be responsible for preexisting environmental contamination to the Premises or Building, whether disclosed, known by the Tenant or not otherwise disclosed to the Tenant. Tenant shall not be responsible for environmental contamination of the Premises or Building by any hazardous substance which has migrated to the Premises from another property or Building area through no fault of Tenant or any agent, employee, contractor, licensee, or invitee. Tenant shall be responsible for, to the extent permitted by law, for any loss, claims, liability or costs incurred by reason of any actual failure of Tenant to fully comply with all applicable Laws or Permits, or the presence, handling, use or disposition in or from the Premises of any Hazardous Materials, or by reason of any failure of Tenant to keep, observe, or perform any provision of this Section. Nothing herein shall be construed as a waiver of Tenant's sovereign immunity or any governmental immunities available to its officials, officers or agents.

8. Landlord Covenants, Representations and Warranties. Landlord represents, warrants and covenants to and with Tenant that:

(i) there are no actions, suits or proceedings pending or known to be threatened against, by or affecting Landlord, which affect title to the Premises or the Building or which question the validity or enforceability of this Agreement or of any action taken by Landlord under this Agreement, in any court or before any governmental authority, domestic or foreign;

(ii) the execution of and entry into this Agreement, and the performance by Landlord of Landlord's duties and obligations under this Agreement are consistent with and not in violation of, and will not create any adverse condition under, any contract, agreement or other instrument to which Landlord is a Party, any judicial order or judgment of any nature by which Landlord is bound, or the organizational documents of Landlord;

(iii) neither the Building nor the Land is subject to any mortgage, deed to secure debt, lien, encroachment, covenant, easement or restriction which would to Landlord's knowledge adversely affect Tenant's use and enjoyment of the Premises;

(iv) to the Landlord's knowledge, the Premises do not violate any applicable Laws, and the use and occupancy of the Premises by the Tenant to conduct Tenant's business will not be in violation of any Laws applicable to the Premises;

(v) Landlord shall ensure that the elements of the Building that Landlord is obligated to repair, maintain and replace pursuant to this Agreement, comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

(vi) to Landlord's knowledge, on the Commencement Date, the Premises comply in all material respects with all Laws, including, without limitation, the Americans with Disabilities Act;

(vii) to the Landlord's knowledge, no portion of the Premises has ever been used for the storage, processing, treatment or disposal of Hazardous Substances; the Premises, do not and will not contain Hazardous Substances; no Hazardous Substances, to Landlord's knowledge, have been released, introduced, spilled, discharged or disposed of, nor has there been a threat of release, introduction, spill,

discharge or disposal of Hazardous Substances, on, in, or under the Premises; there are no pending or known threatened claims, administrative proceedings, judgments, declarations or orders, relating to the presence of Hazardous Substances on, in or under the Premises; the Premises are in compliance with all Laws regarding the regulation of Hazardous Substances; Landlord has not caused or permitted, and will not cause or permit, Hazardous Substances to be brought on, kept or used in or about the Premises, ; and, no Hazardous Substances have been released, introduced, spilled, discharged or disposed of on, in or under any adjacent land;

(viii) to the Landlord's knowledge, there are no pending, threatened or known contemplated condemnation actions involving all or any portion of the Premises; and there are no existing, proposed or known contemplated plans to widen, modify or realign any public rights-of-way located adjacent to any portion of the Land;

(ix) all utilities (including, without limitation, water, storm and sanitary sewer, electricity, gas, and telephone) are available to the Building in capacities sufficient to serve and operate Tenant's business from the Premises;

(x) as of the Commencement Date the Building and to the Landlord's knowledge the building systems serving the Premises are in good condition and repair;

(xi) the storm and surface water drainage facilities currently serving the Building (collectively, the "Drainage Facilities") are properly engineered to, and do, prevent pooling and flooding on the Land or into the Building under normal conditions; and

(xii) the paved driveways, parking areas and related improvements, curbing, entrances and exits located on the Land (collectively, the "Paved Areas") comply with all applicable Laws and are in good condition and repair.

9. Change in the Ownership of the Premises Owned by the County. No change or division in the ownership of those Premises owned by the County, however accomplished, shall operate to enlarge the obligations or diminish the rights of the Tenant. Further, no change or division in the ownership of such Premises shall be binding on the Tenant for any purpose until the Tenant shall have been furnished with written notice from the Landlord confirming such change or division in the ownership.

10. Change in the Ownership of the Premises Leased by the County. In the event of a change or division in ownership of Premises Leased by the County, or in the event of a non-renewal of Lease between the Premises Owner and the County, the Landlord shall provide the Tenant with prompt notice and opportunity to provide input into the Landlord's search for a new Premises or other space for the relocation of the Tenant.

11. Binding Effect on Assigns, Etc. Each of the provisions contained in this Agreement shall apply, extend to, be binding upon and inure to the benefit or detriment of not only the Parties hereto but to each and every one of the legal representative(s), devisees, legatees, successors, board members, commission members, directors, employees, agents, contractors, sublessors, and assignees of the Parties hereto, and shall be deemed and treated as covenants real running with the Premises during the Term of this Agreement.

12. Destruction of or Damage to the Premises. A "Casualty ~~Significantly Impairing a Material Portion of the Premises~~" shall mean a Casualty which renders a **material** portion ~~the a Material Portion~~ of the Premises unsuitable for the Tenant's continued feasible and economic use for substantially the same purposes as immediately prior to such Casualty. If there occurs a Casualty ~~Significantly Impairing a Material Portion of the Premises~~, Landlord shall promptly proceed to repair, restore, rebuild, reconstruct or replace the damaged or destroyed portion of the Premises and the Building to a condition at least as good

as the condition which existed immediately prior to the Casualty. Notwithstanding anything to the contrary, if such repair, rebuilding, or reconstruction is anticipated to cause material disruption to the Tenant's operations for more than one hundred and twenty (120) days, Landlord, as soon as practicable, shall make alternative properties available to the Tenant for its provision of public health and Board of Health administrative services, including the potential provision of alternative quarters in County-owned quarters, quarters owned or controlled by other governmental entities, or, if necessary, quarters owned or controlled by private parties. If such repair, rebuilding, or construction shall not be substantially completed within one hundred twenty (120) days following the Date of Casualty, then within thirty (30) days following expiration of such 120-day period, ~~Tenant shall have the right to terminate this Agreement and seek reimbursement from the Landlord for Tenant's reasonable and necessary expenses for leasing alternative facilities; provided, Tenant shall first~~ may request that Landlord provide alternative facilities quarters and provide the Landlord with a good faith opportunity to do so. In the event that the Parties cannot agree as to whether a Casualty has caused such a disruption to Tenant's operations such that alternative quarters are needed, the Parties agree to participate in mediation with a mutually agreeable mediator located in the metropolitan Atlanta area, and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties. ~~and the Tenant shall not take action to terminate Agreement, so long as Landlord is demonstrating diligence and good faith in curing the casualty to its completion. If there occurs a Casualty Significantly Impairing a Material Portion of the Premises and Tenant does not terminate this Agreement pursuant to this paragraph, or if there occurs a Casualty affecting less than a Material Portion of the Premises, then this Agreement and all duties and obligations of Tenant under this Agreement shall remain unmodified, unaffected and in full force and effect.~~

13. Insurance.

11.1 Tenant may self-insure and maintain, in accordance with policies of the Georgia Department of Administrative Services, during the Term of this Agreement insurance coverage for Tenant's personal property located in the Premises in an amount not less than full replacement cost of all of Tenant's personal property located in the Premises, against direct and indirect loss or damage by fire and all other casualties and risks.

11.2 Landlord shall self-fund any and all insurance coverage on the Land, Building and Fixtures.

14. Environmental Covenants.

14.1 If removal, encapsulation or other remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws (the "**Remediation**"), and such Hazardous Substances were released or placed on the Land or Building by Tenant, its employees, agents or contractors, sublessees or assigns, it shall be the sole financial responsibility of Tenant for all Remediation and restoration costs required for Remediation (the "**Restoration**").

14.2 If Remediation is required as to Hazardous Substances located in, on or under the Land or Building by applicable Laws, and such Hazardous Substances were released or placed on the Land or Building by Landlord employees, agents, contractors, or predecessors, Landlord shall immediately and with all due diligence and all measures necessary to comply with all applicable Laws, remove such Hazardous Substances and perform such Remediation and Restoration at Landlord's sole costs and expense. ~~In such instance, from the date such Hazardous Substances are discovered on the Land or Building to the date such Remediation and Restoration is complete, the Landlord shall provide at no cost to Tenant such alternative facilities for Tenant's use that are sufficient to replace those areas that are not usable by Tenant. Notwithstanding anything to the contrary,~~ If such Remediation and Restoration cannot be completed within

one hundred twenty (120) days following the date such Hazardous Substances are discovered Tenant may request that Landlord provide alternative quarters in County-owned quarters, quarters owned or controlled by other governmental entities, or, if necessary, quarters owned or controlled by private parties and provide the Landlord with a good faith opportunity to do so. In the event that the Parties cannot agree as to whether the Remediation and Restoration has caused such a disruption to Tenant's operations such that alternative quarters are needed, the Parties agree to participate in mediation with a mutually agreeable mediator located in the metropolitan Atlanta area, and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties., and Landlord has not provided alternative facilities suitable for Tenant's use within thirty (30) days following the date such Hazardous Substances are discovered, Tenant may obtain alternative facilities and shall receive reimbursement from the Landlord for Tenant's reasonable and necessary expenses for leasing such alternative facilities.

15. Landlord Remedy in the Event of Tenant Default. The following events shall constitute events of default by Tenant under this Agreement:

(i) if Tenant shall cease exercising the powers conferred upon it under O.C.G.A. § 31-3-4 within Fulton County, Georgia

(i) if Tenant shall violate or breach, or shall fail fully and completely to observe, keep, satisfy, perform and comply with, any reasonable material term, covenant, condition, requirement, restriction or provision of this Agreement, and shall not cure such failure within thirty (30) days after Landlord gives Tenant written notice thereof, or, if such failure shall be incapable of cure within thirty (30) days, if Tenant shall not commence to cure such failure within such thirty (30) day period and continuously prosecute the performance of the same to completion with due diligence. Upon the occurrence of any event of default by Tenant, the Parties agree to participate in mediation with a mutually agreeable mediator located in the metropolitan Atlanta area, and to seek the counsel or input of the County Attorney for Fulton County, Georgia, and the General Counsel of the Georgia Department of Public Health to help interpret the responsibilities of the Parties.

16. Holding Over. Any holding over, or continued use and/or occupancy by the Tenant of the Premises after the expiration or termination of this Agreement shall operate and be construed as a tenancy-at-will under the same provisions in force at the expiration or termination of this Agreement.

17. Condemnation. In the event, during the Term of this Agreement, the whole or any part of the Premises shall be taken by any governmental entity that shall render the remainder property non-functional for the tenant's intended use, or the property shall be taken by any other condemning authority, for any public or quasi-public use, through the exercise of the power of eminent domain or condemnation proceeding, or sold to the possessor of such power under the threat of its exercise, or if by reason of law, contract, ordinance or by court decree, whether by consent or otherwise, the use of the Premises by the Tenant for the purpose stated in Paragraph 2 hereof shall be prohibited, then the Landlord shall diligently work with Tenant to locate alternative quarters suitable for Tenant's operations. . In the event of a partial taking that significantly affects Tenant's ability to provide its services from a specific Premises, the Landlord agrees to promptly make all necessary alterations and repairs which shall be required because of such partial taking and, if needed, consult with Tenant regarding the potential need for the provision of alternative quarters for Tenant in County-owned quarters, quarters owned or controlled by other governmental entities, or, if necessary, quarters owned or controlled by private

~~parties and to provide alternative facilities for those lost portions of the original facility. Notwithstanding anything to the contrary, if Landlord fails to substantially complete such alterations and repairs within one hundred twenty (120) days following the date that Tenant gives notice to the Landlord then within thirty (30) days following expiration of such 120-day period, Tenant may obtain alternative facilities and shall receive reimbursement from Landlord for Tenant's reasonable and necessary expenses for leasing such alternative facilities.~~ The rights of the Landlord shall in no way prejudice or interfere with any claim or defense which the Tenant may have against the governmental entity, or condemning authority exercising the power of eminent domain or condemnation.

18. Landlord responsibility. Landlord, at Landlord's sole cost and expense, for the Premises owned by the County shall maintain and repair in good operable condition and replace as necessary, throughout the Term of this Agreement, the Building and Common Areas, including but without limitation: (i) keep the Common Areas well-lit and; (ii) perform the Janitorial Services for those portions of the Building or Premises that are not occupied by the Tenant; and (iii) maintain and repair the ~~building systems and the interior, exterior, and paved~~ portions of the Premises such that they remain in good condition and repair, normal wear and tear excepted. Notwithstanding anything to the contrary set forth in this Agreement, if Tenant gives written notice to Landlord of the need for any such maintenance, repair or replacement and Landlord, after investigation and confirmation that maintenance, repair, or replacement is necessary, fails to commence such maintenance, repair or replacement within fifteen (15) days and thereafter fails to commence or diligently pursue such maintenance, repair or replacement within three (3) business days after Tenant gives Landlord further written notice thereof and of Tenant's intention to undertake such maintenance, repair or replacement, then Tenant may proceed to undertake such maintenance, repair or replacement; provided, however, that such further notice to Landlord shall not be required if Tenant's initial notice identifies the condition requiring maintenance, repair or replacement as one that involves present or imminent danger of injury to persons or damage to property. Notwithstanding anything in this Agreement to the contrary, Landlord shall have no obligation to repair damages caused by Tenant's negligence or willful misconduct of Tenant's employees, guests, agents, contractors, sublessees or assigns. Landlord agrees that any services, replacement, repairs or maintenance done by the Tenant to the Premises or to any improvements or additions made to the Premises by the Landlord shall not be construed as a waiver by the Tenant of Landlord's obligations under this paragraph. Tenant must have prior written approval for any capital improvements or material additions or modification to the space that Tenant seeks to make. Prior to approval of all planned modifications, which approval shall not be unreasonably withheld. Tenant must complete the following.

a. Coordinate funding requests as needed for facility related projects.

b. Coordinate submission of Capital Improvement Project funding requests as needed to the Capital Improvement Committee for facility modification, replacement or expansion projects.

c. Consult with DREAM regarding the purchase of non-medical facility related equipment, such as, commercial washers and dryers, refrigerators, icemakers, as needed

d. Negotiate mutual agreements for building service requests beyond those typically provided by commercial landlords, where applicable.

e. Support projects, when needed, with design, planning, architectural and engineering, and project management services for approved and funded capital construction projects.

- f. Provide in-house construction services for approved and funded projects.
- g. Provide project management services, when appropriate, for justified, approved and funded facility modifications.
- h. When requested, perform, evaluate and confirm Tenant's real estate and space needs.
- i. Identify space requirements and initiate the following actions: 1) confirm if requirement can be fulfilled internally with County owned space as identified by the Landlord; 2) determine if a leased space in a third party location is required, or 3) confirm if it is necessary to acquire a location or property. If either number 2 or 3 are required, DREAM will negotiate mutually acceptable terms and conditions with third party property owner. In the case of number number1, Fulton County owned real estate, an initial assessment of the space will be performed and recommendations will be provided where necessary to ensure the facility is ADA compliant. In the case of leased locations, this is the Owner's responsibility.
- j. When requested Landlord will provide a plan for relocation services, with BOH input as appropriate.
- k. Provide office moving and relocation services consistent with the Department's service request and available funding.
- o

- a. Tenant Responsibility. Tenant covenants and agrees that it will take good care of the Premises, its fixtures and appurtenances, and suffer no waste or injury thereto and keep and maintain same in good and clean condition, "normal" wear and tear excepted. Tenant agrees that it is also responsible for and bound by any other duties or obligations set for in the IGA, this Master Lease Agreement, and any third party lease agreements between the County and another Landlord. For Leased locations, tenant shall be responsible for:
 - b. after hours business use (i.e. HVAC et. al); (b) excessive utility useexcessive HVAC use.
 - c. Request funding on an annual basis for purchase orders, supplies and personnel to maintain County facilities.
 - d. Responsible for funding the purchase, replacement, repair and maintenance of medical related equipment.
 - e. Responsible for funding and managing contracts related to medical equipment and supplies.
 - f. Provide specific criteria and information pertinent to eligible contract service requirements, where applicable.
 - g. Promptly report facility related concerns to the Customer Service Team via submission of a service request through the computerized maintenance management system (CMMS).
 - h. Responsible for the purchase, replacement, repair and maintenance of medical and pharmacy related equipment.
 - i. Department is required to consult with DREAM regarding facility related upgrades, modifications, improvements and equipment purchases that potentially involve changes to the interior and exterior integrity of a building.
 - j. Complete an incident report for building related vandalism and provide DREAM a copy within 24 hours of incident discovery.
 - k. Establish at least one staff to function as the Department's authorized Work Order

Coordinator at each Health Center.

- l. Establish a facility point of contact for each Health Center.
- m. Provide DREAM with a copy of access keys to each Health Center, where applicable.
- n. Non-facility related equipment that is not part of DREAM's core business responsibility, i.e. gardening equipment, etc.
- o. Cost of replacement for keys and locks due to lost, stolen, misplaced and /or mishandled.

Funding for IT related requirements, e.g. network connections, etc

19. Both Parties shall use best efforts to report at once, in writing or by verbal notice, any defective or dangerous condition known to said Party and not otherwise known to the other Party. The failure of either Party to so report any defective or dangerous condition of which they have knowledge and which the other Party could not have known shall make the knowledgeable Party responsible and liable for the other's damages resulting from such defective condition.

20. Entry for Inspection and Repairs, Alterations or Additions. Tenant shall permit Landlord, its agents or employees to enter onto the Premises at all reasonable times, but after no less than one (1) day prior notice, outside of emergencies, for the purpose of inspecting the same or for the purpose of maintaining or making repairs, alterations or additions to any portion of the Premises. In case of emergencies, Tenant shall permit Landlord and its agents or employees to enter the Premises without any advance Notice.

21.

22. Maintenance. Landlord shall be solely responsible for furnishing all maintenance and services for the Premises, and Common Areas. Landlord and Tenant agree that terms of certain service levels and obligations of both parties to be rendered in accordance with this Agreement shall be rendered.,

Tenant agrees to promptly report to the Landlord any condition that should be addressed by the Landlord. Tenant agrees to report promptly to the Landlord any neglect of duty or any incivility on the part of Landlord's agents or employees which interferes with Tenant's full enjoyment of the Premises.

23. Utilities. Landlord shall furnish access to utilities for the Premises, and shall be responsible for the maintenance and payment for _____. In the event of interruption in water, electricity, gas, light, heat, power, water, or sewer service, Landlord will proceed with all due diligence to restore same.

24. Notice to the Landlord of Damage(s) or Defect(s). Tenant shall give to the Landlord prompt Notice of any damage(s) to or any defect(s) in the Premises and said damage(s) or defect(s) shall be remedied with due diligence by Landlord at Landlord's own cost and expense, unless such damage(s) or defects are the result of the Tenant, its employees, agents, or invitees.

25. Removal of Improvements, Erections, Additions and Alterations Made by the Tenant. After said initial improvements are made by the Landlord (if applicable), Tenant may make, at its own cost and expense, such improvements, erections, additions and alterations as are necessary to adapt the Premises for Tenant's use, subject to prior written approval by Landlord, such approval to not be unreasonably withheld. All improvements, erections, additions and alterations installed or placed on the Premises by the Tenant, whether permanently affixed thereto or otherwise, shall continue and remain the property of the Tenant and may be removed by the Tenant, in whole or in part, at any time before the expiration or termination of this Agreement. If the Tenant removes any or all of the improvements, erections, additions and alterations it has installed or placed on the Premises, Tenant agrees to repair any damage directly resulting to the Premises from such installation or removal.

26. Removal of Fixtures, etc. by the Tenant. At any time before the expiration or termination of this Agreement, Tenant shall have the right and privilege to remove all fixtures, equipment, appliances, movable furniture and personal property which Tenant has placed on the Premises. If the Tenant removes

any or all of the fixtures, equipment, appliances, movable furniture or personal property it has installed or placed on the Premises, Tenant agrees to repair any specific damage directly resulting to the Premises from such installation or removal.

27. **MECHANICS' LIENS.** All contracts entered into by the Tenant or its contractors for work in the Premises or the Building must contain an express waiver of any rights such contractor may have to claim a mechanic's or materialman's lien against the Property and against Landlord's interest in the Premises (except as to elements of the Improvements installed by such contractor and for which Landlord is obligated but failed to make payment pursuant to the Work Agreement), and an agreement to include similar provisions in the contracts between the contractor and all subcontractors and material suppliers to such contractor.

28. If because of any act or omission of the Tenant, a contractor employed by the Tenant for work performed in the Premises or the Building, or any person claiming by, through or under the Tenant or a contractor employed by the Tenant, any mechanic's lien or other lien shall be filed against the Premises the or Building or against other property of Landlord, then Landlord (without inquiry into the validity or enforceability of such lien and whether or not such lien is valid or enforceable) may, but shall not be obligated to, at anytime, pay the claim upon which such lien is based so as to have such lien released of record; and, if Landlord does so, then within sixty (60) days after its receipt of an invoice from Landlord, the Tenant shall pay to Landlord, as Additional Rent, the amount of such claim, plus all other costs and expenses incurred in connection therewith.

The Tenant shall promptly discharge any mechanic's lien filed against the Building on account of work in the Premises or the Building performed at the request or order of the Landlord.

29. **No Waiver of Right.** Failure by a Party to complain of any action, non-action or breach of the other Party shall not constitute a waiver of any aggrieved Party's rights hereunder. Waiver by a Party of any right arising from any breach of the other Party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

30. **Subleasing by Tenant.** Tenant may sublease portions of the Premises as may be defined in Exhibit B to its business affiliates that perform and/or enhance public health services for the citizens of Fulton County pursuant to the powers provided Tenant under Georgia law **and who are under contract with Tenant**; provided however, that no sublessee will be charged rent in excess of the Tenant's rental fee obligation to the Landlord (**i.e. \$1.00**), Tenant shall remain obligated to the Landlord for the subleased portions of the Premises as set forth in this agreement, and prior to entering into any sublease agreement, the Tenant shall provide the Landlord ninety (90) days prior notice and opportunity to object. The Landlord shall not unreasonably withhold permission for any proposed sublessee. Notwithstanding the foregoing, in the even that Landlord has a reasonable and good faith objection to a proposed sublease, the Parties agree to meet and confer to attempt to resolve the objection within thirty (30) days of the Landlord providing said objection. In the event the Parties cannot agree on the sublessee after such a conference, the decision of the Landlord shall control. **Any subtenant of Tenant shall comply with any and all Laws and, if applicable, any leases entered into by Landlord, and be required to provide insurance, in an amount not less than \$_____, protecting against all losses to the Premises, and naming Landlord as an additional insured.**

31. **Abandonment of Premises by the Tenant.** During the Term of this Agreement, Tenant agrees not to abandon or vacate the Premises without cause. The abandonment or vacating of the Premises by Tenant shall mean that Tenant is absent from the Premises for forty-five (45) consecutive days, excepting for purposes of repair of improvements.

32. **Waste and Nuisance.** Tenant shall not commit, or suffer to be committed, any waste upon

the Premises or any nuisance or other act or thing which may disturb the enjoyment of any other tenant, if there be any, in the Building.

33. Surrender of the Premises. Tenant shall at the expiration or Termination of this Agreement surrender up the Premises in good order and condition, reasonable use and ordinary wear and tear thereof, repairs and maintenance required to be performed by Landlord, damage by fire, acts of God, the elements, Casualty or catastrophes, condemnation and damage or defects arising from the negligence or default of the Landlord excepted. Premises shall be returned to Landlord in a broom clean condition with no fixtures removed without Landlord consent, as well as a return of all keys and security keys in their possession.

34. Mortgages and Mortgagees. This Agreement shall be subordinate to any and all Mortgages encumbering the Land or any part thereof, and to all renewals, modifications, replacements and extensions of such Mortgages unless an applicable Mortgagee executes and delivers a subordination, non-disturbance and attornment agreement (an "SNDA") in favor of Tenant reasonably satisfactory in form and substance to Tenant. Notwithstanding anything to the contrary in this Agreement, Tenant's obligations under this Agreement shall be contingent upon (and only Tenant shall have the right to waive such contingency) all Mortgagees currently holding Mortgages on the Land executing and delivering to Tenant an SNDA prior to the Commencement Date.

35. Miscellaneous.

A. Headings. The use of headings, captions and numbers in this Agreement which appear in the left hand margin of this Agreement and within the body of this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

B. Time of Essence; Dates. Time is of the essence of this Agreement. Where a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. If any date set forth in this Agreement shall fall on, or any time period set forth in this Agreement shall expire on, a day which is a Saturday, Sunday, or federal or state holiday, such date shall automatically be extended to, and the expiration of such time period shall automatically be extended to, the next day which is not a Saturday, Sunday, or federal or state holiday. The final day of any time period under this Agreement or any deadline under this Agreement shall be the specified day or date, and shall include the period of time through and including such specified day or date.

C. Notices. Whenever any notice, demand or request is required or permitted under this Agreement, such notice, demand or request shall be in writing and shall be (i) delivered by hand, (ii) sent by registered or certified mail, postage prepaid, return receipt requested, or (iii) sent by nationally recognized commercial courier for next business day delivery, to the address for each Party as shown below, or to such other address(es) as are specified by written notice given in accordance herewith. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered. Notices given by mailing as hereinabove provided shall be deemed given on the date of deposit in the United States Mail. Notices given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. The time period, if any, in which a response to any notice, demand or request must be given shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof. Any notice, demand or request not received because of changed address of which no notice was given as hereinabove provided, or because of refusal to accept delivery, shall be deemed received by the Party to whom addressed on the date of attempted hand delivery, on the first calendar day after deposit with commercial courier, or on the third calendar day following deposit in the United States Mail, as the case may be.

D. Addresses:

LANDLORD ADDRESS:

Fulton County
Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite 6001
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

TENANT ADDRESS:

Fulton County Board of Health
Attention: District Health Director, Executive Director
10 Park Place South, SE
4th Floor
Atlanta, Georgia 30303

With a copy to:

Fulton County Attorney's Office
Attention: Senior Assistant County Attorney, Fulton County Board of Health
141 Pryor Street, SW
Suite 4038
Atlanta, Georgia 30303

E. Landlord and Tenant hereby certify that the provisions of law contained in O.C.G.A. § 45-10-20 *et seq.*, prohibiting full-time and part-time public officials and employees of the State of Georgia from engaging in certain transactions affecting the State of Georgia has not been and will not be violated in any respect by this Agreement.

F. Tenant does not prohibit Landlord from time to time seeking financing for the facility as determined in their sole discretion. When and if asked, Tenant will affirmatively support or acknowledge the rights of any lender or other Party in connection with such financing to the extent permitted by law.

G. Parking. For those County owned Premises, Tenant shall have non-exclusive use of the parking lot free of charge for County owned Premises. For non-County owned Premises, parking shall be in accordance with the lease terms for said Premises, as set forth in the lease agreements attached hereto in Exhibit B. For County owned Premises, Landlord shall not interfere with Tenant's use of the parking lot during Tenant's regular hours of operation, except in the event of an emergency or for prior agreed upon repairs and maintenance to the lot.

H. Signage. Tenant will not install or affix any external signage without the prior written

consent of Landlord, which shall not be unreasonably withheld. Tenant identification will be available on the Building's lobby directory and at the primary entrance to the Premises. Any signage Tenant is permitted to install shall be in compliance with all applicable Laws, regulations and ordinances.

I. Entire Agreement. Should any provision or portion of any provision of this Agreement be held invalid by a court of competent jurisdiction, the remainder of such portion, if any, and this Agreement shall not be affected thereby. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and all representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of no force or effect. This Agreement shall not be modified or amended in any respect except by a written agreement executed by the Parties in the same manner as this Agreement is executed. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Georgia. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. Each Party hereto warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative. Each Party hereto represents that each Party has been afforded the opportunity to be represented by counsel of its choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party's having or being deemed to have prepared or imposed such provision.

(Signatures begin on next page and remainder of page is intentionally blank.)

IN WITNESS WHEREOF, the Landlord and Tenant have hereunto signed, sealed and delivered this Agreement in triplicate original on the day, month and year first above written, each of the Parties keeping one of the triplicate originals.

Signed, sealed and delivered
as to Landlord in the presence of:

LANDLORD:
FULTON COUNTY, GEORGIA

Robert Pitts, Chairman

ATTEST:

Tonya Grier, Clerk to the Commission

APPROVED AS TO FORM:

County Attorney

Signed, sealed and delivered
as to Tenant in the presence of:

TENANT:

Lynn A. Paxton, M.D., M.P.H, District Health
Director

APPROVED AS TO FORM:

Attorney for the Fulton County Board of Health

Notary Public
My Commission Expires:

(Notary Seal)

EXHIBIT A
[Fulton County, Georgia and Fulton County Board of Health
Amended and Restated Inter-Governmental Agreement (“IGA”)]

Exhibit B
Locations under lease

<i>Building Name</i>	<i>Address</i>
Adamsville Regional Health Center	3700 Martin L. King, Jr. Drive, SW Atlanta, Georgia 30331
Fulton County Public Health @ 10 Park Place*	10 Park Place, S.E. 5 th Floor Atlanta, Ga 30303
Center for Health & Rehabilitation	265 Boulevard, NE Atlanta, Georgia 30312
College Park Regional Health Center	1920 John Wesley Avenue College Park, GA 30337
Neighborhood Union Health Center	186 Sunset Drive, NW Atlanta, GA 30314
North Fulton Regional Health Center **	3155 Royal Drive, Suite 125 Atlanta, Georgia 30022
North Fulton Government Center	7741 Roswell Road Sandy Springs, Ga 30350
Oakhill, Child, Family & Adolescent Center	2805 Metropolitan Parkway Atlanta, Ga. 30315

* Is quarters leased by the County from a third-party Landlord, the current lease for which, as amended, is attached hereto as Exhibit B-1.

** Is quarters lease by the County from a third-party Landlord, the current lease for which, as amended, is attached hereto as Exhibit B-2.

ITEMS LIST FOR DISCUSSION

BOH wants to ensure we discuss/include:

1. Clarity on insurance coverages, including building/contents/exterior/interior/parking lot/autos in lot/premises liability [The County generally self-funds its obligations. BOH may self-fund theirs or obtain insurance] Seeking clarity on which obligations are the County's and which are the BOH's. BOH would essentially have the obligations of a Tenant.
2. Subleasing and any obligations stemming from FC lease with 10 Park Place or Adamsville owners [Will need to review leases to determine if there are restrictions]
3. Wayfinding from the street/approach [The County has a wayfinding program in place. What does BOH want to do?] **BOH is wanting to ensure County includes BOH facilities in the program and future planning and updates. County-owned and controlled quarters would be included in the program and future planning and updates**
- 4.
5. Security [Likely needs to be discussed to include FCPD]
6. Obligations to pay for utilities, janitorial and shared cost for shared buildings
7. Storage
8. document retention (This will be handled in the IT SLA)
9. Exterior Lighting [Will be as it currently exists] Obligation of county, correct? If it currently is, yes (County controlled quarters). If it is not, no (leases with third party landlords).
10. Capital improvement funding [There are provisions inserted into the lease addressing this process]
11. Parking lot markings if needed [Will be as currently exists] County obligation to maintain striping, correct? In County lots, it will be as the County normally maintains the parking lots.

Rental lease for leases outside the county, it that in our budget or theirs – why would there be leases outside of the County?