

# **Fulton County, Georgia**

## **(Fulton County Department of Registrations and Elections)**

### **FACILITIES USE AGREEMENT FOR POLLING LOCATIONS**

THIS FACILITIES USE AGREEMENT (the “**Agreement**”), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between **Fulton County, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its authorized officials signing below (hereinafter referred to as “Fulton County”), and the **ATLANTA INDEPENDENT SCHOOL SYSTEM**, an independent school system chartered by an Act of the Georgia General Assembly, managed and controlled by the Atlanta Board of Education, acting by and through its authorized officials signing below (hereinafter referred to as “**APS**”).

#### **Background Information**

- A. APS owns certain real properties located, as designated on Attachment A, in Fulton County, Georgia (each a “**School Property**” and collectively, the “**School Properties**”), on which certain schools (each a “**School**” and collectively, the “**Schools**”) are located.
- B. The applicable Gym(s), Cafeteria(s), Chorus Room(s), Lobby(ies), and/or Atrium(s) located on the interior of each School Property, as specified on Attachment A are hereinafter referred to collectively as the “**Polling Areas**”.
- C. APS and Fulton County desire to enter into this Agreement to provide for the joint use of the Polling Areas by APS and Fulton County for the limited purposes set forth herein.

#### **Agreement**

Now, therefore, in consideration of the premises and mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, APS and Fulton County hereby agree as follows:

- 1. **Use of Polling Areas by Fulton County.** APS hereby grants Fulton County the right to use the Polling Areas designated on Attachment A during the Term of this Agreement on the following terms and conditions and solely for the purposes outlined herein:
  - a. **Designation of Polling Areas.** APS shall have the right to designate the School Properties at which Polling Areas are to be used by Fulton County as polling locations, and the specific Polling Areas to be used within such School Properties, in its own discretion in accordance with the procedures outlined below. Attachment A sets forth the list of School Properties and Polling Areas applicable to the Initial Term. In no event shall Fulton County’s use or access extend beyond the designated Polling Areas into the remainder of the School or School Property; provided, however, that Fulton County shall have the right to use certain common areas of the School Properties (parking lots, walkways, sidewalks, corridors, stairwells, restrooms and elevators) as designated by APS where necessary in connection with the use of the designated Polling Areas. APS shall not provide keys for School Properties or Polling Areas to Fulton County.

APS delegates to the Superintendent of Atlanta Public Schools or his/her designee the authority to amend the list of School Properties on Attachment A and determine the School Properties within which Polling Areas are to be used for the Initial Term and any Renewal Terms (as defined below) for and on behalf of APS. Annually by January 1 of each Renewal Term of this Agreement, APS and Fulton County shall finalize a list of the School Properties and Polling Areas within the same to be used as polling locations for all elections to occur in the following 15 months on dates provided by Fulton County (the “**Election Days**”), including potential runoff elections. Beginning each October prior to each January 1, the parties agree to consult with one another in good faith to begin preparing such list of School Properties and Polling Areas. Any revision to Attachment A approved by the parties in writing shall replace and supersede the existing Attachment A.

Fulton County expressly acknowledges that both planned and unforeseen school construction and renovation projects may cause certain School Properties to become unavailable for use as polling sites throughout the Initial Term or applicable Renewal Term. Fulton County will work in good faith with APS to select alternate locations in the event such sites become unavailable.

b. Poll Manager Supply Pickup. In addition to use of Polling Areas as polling locations, Fulton County shall have the right to request the use of certain Polling Areas designated by APS on the Sunday prior to each Election Day for the purpose of poll manager supply pickup related to each such Election Day (the “**Supply Pickup Location**”), subject to all terms and conditions of this Agreement. The currently designated Supply Pickup Location is referenced on Attachment A attached hereto.

c. School Activities: Standardized Testing. Fulton County’s use of Polling Areas as polling places, including setup and breakdown related thereto, shall not substantially interfere with the primary use of such property or the remaining portions of each School Property for educational purposes by APS. Other than on an Election Day when voting by Fulton County residents is scheduled to occur, APS expressly reserves priority to use the Polling Areas for school activities, including extracurricular activities, from 7:00 a.m. until 6:00 p.m., Monday through Friday, during each Academic Year during the Term of the Agreement. As used herein, the term “**Academic Year**” shall be defined by APS on an annual basis. Further, even on any Election Day, educational use of the Polling Areas shall take priority over any use by Fulton County on days set aside by APS for standardized testing of students, and APS shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

d. Election Day Hours. Fulton County shall have the right to use the Polling Areas as designated on Attachment A from 5:00 a.m. through 10:00 p.m. on the Election Days listed on Attachment A when voting by Fulton County residents is scheduled to occur. Attachment A currently lists the Election Days and School Properties designated by APS for the Initial Term, defined below.

e. Equipment Delivery and Setup. Beginning on the Wednesday before each Election Day, Fulton County shall have the right, upon reasonable advance notice to APS (and upon no less than 48 hours’ advance notice for weekend access), to access the Polling Areas to deliver equipment and supplies and perform set up activities in preparation for Election Day as follows: between the hours of 9:00 am to 3:00 pm on Wednesday, Thursday and Friday; and between the hours of 9:00 am to 2:00 pm on Saturday and

Sunday (with Sunday access being for the purpose of Poll Manager pickup). Such access and delivery shall be coordinated between APS and Fulton County. Fulton County shall follow all APS procedures for sign-in and security when accessing Polling Areas on days when school is in session. For access on Saturday and Sunday, Fulton County will compensate APS for a minimum of four (4) hours to have APS staff available during any such delivery and setup at the School Properties serving as Polling Areas.

f. Election Night Check-In. In the event Fulton County requires the after-hours use of the Polling Areas on the day prior to the Election Day for election night check-in purposes, Fulton County may request such use by notifying APS in writing annually by January 1, with such request to include the School Properties, Polling Areas and requested hours of use in an updated Attachment A to be agreed upon pursuant to the procedure outlined in Section 1(a), which updated Attachment A will replace and supersede the then-current Attachment A to this Agreement.

g. Special Elections; Standardized Testing. In the event of a special election or an election outside of the normal election cycle, Fulton County shall provide APS a list of APS School Properties within which it wishes to use Polling Areas as polling places 120 days prior to the special election. Upon approval by APS in writing, the list of APS School Properties within which Fulton County wishes to use Polling Areas for special elections or an election outside of the normal election shall amend and supplement the then-current Attachment A. Educational use of the Polling Areas shall take priority over any use by Fulton County on days set aside by APS for standardized testing of students at the School Properties, and APS shall have the right to restrict or deny use of Polling Areas as polling places on such days; this is pursuant to State law requiring that polling not substantially interfere with the use of these facilities for the purpose for which they are primarily intended.

h. Emergencies. Fulton County acknowledges that as a result of or due to any emergency or evacuation and/or any other unexpected occurrence, the Polling Areas may not be available to Fulton County, notwithstanding the terms of this Agreement. In such event, Fulton County may re-enter Polling Areas and resume elections activities only when granted permission to do so by APS after such emergency or other event has subsided. APS shall have first priority use of the Polling Areas superseding any scheduled or Fulton County use during either the Academic School Year or Non-Academic School Year as long as APS provides six (6) months written notice to Fulton County.

i. Security. Fulton County will provide, at its own costs, law enforcement officers at all School Properties used as polling sites on each Election Day, for the purpose of providing security services in accordance with the requirements of this subsection 1(i). APS shall not be required to provide any law enforcement officers to provide security services on Election Days. However, in the event APS elects, in APS's sole discretion, to provide law enforcement officers at any School Properties used as polling locations on any Election Day in response to a request by Fulton County, Fulton County will reimburse APS its costs for providing such officers. Each officer retained to provide security on Election Days shall be in full duty uniform and employed by a State or local law enforcement agency on a full-time basis, part-time basis, or shall be then serving as a reserve officer, and shall be a Georgia POST-certified law enforcement officer. Officers shall arrive onsite one (1) hour prior to the time voting polls open and remain onsite until 30 minutes after the time the last voter leaves each of the School Properties after polls have closed. In the event that APS elects, in APS's sole discretion, to close schools for a virtual learning day on any Election Day, Fulton County may supply "rover" officers to provide security at multiple School Properties on those days when in-person school is not in session. Fulton County shall

provide to APS in advance of each Election Day the mobile phone number and badge number of the officer assigned to each School Property in accordance with subsection 1(n) below.

j. Parking; Access to Poll Areas. Fulton County shall keep all motorized vehicles off grassed areas at subject School Properties, and parking by the voting public and poll workers shall be limited to designated areas only as directed by the Principal of each school. Fulton County shall be responsible for providing any additional staffing needed to manage entry and exit from the School Property's parking area to and from the Polling Areas at the School Property. Fulton County shall ensure there are sufficient line monitors and poll workers on site at each School Property for the purpose of directing voters to the Polling Areas on Election Days.

k. Compliance with Laws. Fulton County's use of the Polling Areas is expressly subject to and conditioned upon Fulton County's compliance with all federal, state and local laws, ordinances, rules and regulations, including but not limited to Atlanta Board of Education Policy KG, which is hereby incorporated into this Agreement as referenced in Attachment B. In the event of any conflict between the terms of this Agreement and Policy KG the Policy shall control.

l. Food and Drink. Food and/or drink shall be allowed in the School Properties only in accordance with applicable law and only as long as Fulton County's poll officials maintain the area around them and discard food and drinks into trash receptacles which shall be supplied and removed by APS as part of the routine custodial services as defined in Section 3.

m. Change of Polling Place. From time to time, Fulton County may change the polling place from one School Property to another School Property subject to applicable law on providing notice to the public of such change in polling place location and subject the terms of this Agreement including priority of educational use; however, Fulton County shall provide written notice to APS of such change no later than fifteen (15) days prior to the date upon which Fulton County must notify the public of such change in location.

n. Assigned Poll Site Managers and Law Enforcement Officers. No later than thirty (30) days prior to each Election Day, Fulton County shall provide to APS a list of names of poll site managers assigned to each School Property for such Election Day and a list of names, mobile telephone numbers and badge numbers of the law enforcement officers assigned to each School Property for such Election Day. Fulton County shall promptly notify APS in writing in the event of changes, additions, deletions or substitutions to such lists.

2. Term of Agreement. The "Initial Term" of this Agreement shall commence on the Effective Date and shall expire on December 31, 2025. Notwithstanding the foregoing, the Agreement will automatically renew annually on January 1 of each year for four (4) one-year renewal periods (each a "Renewal Term") commencing on the day following the expiration date of the Initial Term or of any subsequent Renewal Term unless APS, in its sole discretion, provides notice of termination sixty (60) days prior to end of the Initial Term or applicable Renewal Term. The Initial Term, together with any Renewal Term exercised, are collectively referred to herein as the "Term".

3. Fees and Expenses; Custodial Services. Fulton County shall pay no usage fees associated with the use of the Polling Areas so long as payment of rent is prohibited by applicable law for the use of schools as polling

sites. If usage fees become payable under applicable law, Fulton County agrees to pay such fees based on the fee schedule posted on the APS Facility Rental webpage. Fulton County acknowledges, from time to time on a periodic basis, APS may change the Facility Use fee schedule. Fulton County will abide by such changes and revised fees.

Notwithstanding the foregoing, Fulton County shall reimburse APS for all costs of routine custodial services at the rate specified herein for each School Property as such costs are incurred in connection with each Election Day. As used herein, the term “**routine custodial services**” shall include, without limitation, APS staff time to unlock and provide access to the School Properties and Polling Areas in connection with each Election Day (including access and supervision for any equipment delivery and polling place set-up by Fulton County in the days prior to each Election Day); the collection of litter and debris from the School Properties and Polling Areas; and following each use, removal of the contents of trash receptacles and restroom cleanup. Notwithstanding the foregoing, Fulton County (and not APS) shall be responsible, following each use, for removal of all Fulton County and voter items. Routine custodial services shall be assessed at a rate of \$35 an hour with a 4-hour minimum. APS shall invoice Fulton County for the routine custodial service fees Fulton County incurs in connection with this Agreement, within ten (10) business days after the end of the last Election Day of each election. APS shall email all invoices to Nadine Williams at the corresponding email address provided in Section 13. Fulton County shall submit payments to APS for routine custodial services within thirty (30) days of receipt of the invoice for services provided.

On occasion, due to unforeseen conditions, Fulton County may notify APS on the day of the elections that the hours may need to be extended past the expected end time of 10:00 p.m. In such event, Fulton County shall pay for all additional janitorial and custodial services past 10:00 p.m. at the rate specified above in addition to fees for services provided prior to 10:00 p.m. for each School Property.

If APS incurs direct costs or expenses solely as a result of the use of School Properties and Polling Areas by Fulton County (not including routine maintenance or utility expenses resulting from the reasonable use of the same) upon APS being made aware of such costs or expenses, APS shall notify Fulton County of such costs or expenses and submit an invoice for the itemized expenses, and Fulton County shall be required to reimburse APS for such costs or expenses within thirty (30) days of receipt of the invoice, in an amount not to exceed \$10,000 per Polling Area.

4. **Signage.** Fulton County shall supply and put in place directional signage on both the interior and exterior of the building at each School Property for the purpose of directing voters to the Polling Areas on Election Days. By no later than 11:00 am on the day following each Election Day, Fulton County shall remove all signage placed by Fulton County and posted (i) in the public rights-of-way fronting any School Property, and (ii) anywhere on the School Property, in connection with any Election Day. In the event Fulton County fails to remove such signage within this timeframe, APS may remove such signage, and all APS staff time incurred in accomplishing such signage removal shall be chargeable to Fulton County and paid within thirty (30) days of invoice.
5. **Utilities.** APS shall pay all water and electric charges for the operation of the School Properties and Polling Areas on Election Days.

6. **Insurance.** The following are the minimum insurance and limits that Fulton County or any third party using or performing work on any portion of the School Property, including any contractor or subcontractor (a “**Third Party**”) must maintain throughout the Initial Term or applicable Renewal Term. If Fulton County or Third Party maintains higher limits than the minimums shown below, APS requires and shall be entitled to the coverage and for the higher limits maintained by the Fulton County or Third Party. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be made available to APS.

Fulton County shall maintain at a minimum all of the following:

- (a) Commercial General Liability Insurance, including contractual liability, personal injury, bodily injury (including death), abuse and molestation, property damage and fire legal liability, with limits of not less than \$1 million Each Occurrence / \$2 million General Aggregate.
- (b) Automobile Liability with limits not less than \$1 million Per Accident for all owned, non-owned and hired vehicles.
- (c) Umbrella Liability Insurance with limits of liability in excess of Employer’s Liability, Commercial General Liability, and Automobile Liability in the amount of not less than \$3 million.

Fulton County School District shall be named as Additional Insured on the aforementioned policies. The address of the School Property shall be listed on the policy and shown on the face of the certificate of insurance as the covered premises. Fulton County shall also maintain Statutory Workers' Compensation and Employers Liability Insurance under Georgia law with limits of not less than \$1 million Per Accident, for bodily injury and disease, with a waiver of subrogation in favor of APS.

Prior to entering onto the School Property, Fulton County and any Third Party shall submit proof of insurance by submitting a Certificate of Insurance to APS’s Risk Management Department at:

Risk Management Department  
Atlanta Public Schools  
Attn: Jeff Thomas, Director  
E-Mail: jethomas@atlanta.k12.ga.us

Insurance provider(s) for Fulton County and any Third Party shall be licensed to do business in the state of Georgia and shall have an A.M. Best rating of A or greater, and A.M. Best’s Financial Size Category of not less than X.

The obligations of Fulton County and any Third Party to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits any liability of Fulton County or Third Party, whether or not the same is covered by insurance.

APS reserves the right to reasonably modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances, by providing Fulton County with notice of the same.

Notwithstanding the foregoing, Fulton County shall retain the right to self-fund any and all insurance coverage required by this Agreement except for Worker's Compensation and Employer's Liability Insurance. Nothing herein shall be construed as a waiver of APS's or Fulton County's sovereign immunity and the immunities available to APS and Fulton County officials, officers, employees and agents.

7. **Liability.** Fulton County shall be responsible for the acts and omissions of Fulton County and its agents, contractors, employees, and its invitees; provided that nothing herein shall be construed as a waiver of Fulton County's sovereign immunity and the immunities available to Fulton County officials, officers, employees and agents. Fulton County shall not use the School Property or Polling Areas for any purpose other than for the purpose stated in Section 1 Use of Polling Areas by Fulton County hereof. No use shall be made of the School Properties nor acts done on the School Properties which will cause a cancellation of, or an increase in the existing rate of fire, casualty and other extended insurance coverage insuring the School Properties as the premises. Fulton County further agrees not to sell or permit to be kept for use on the School Properties, any article or articles which may be prohibited by the standard form of fire insurance policies. Fulton County will self-insure and maintain, during the Term of this Agreement, insurance coverage for Fulton County's personal property located in the School Properties in an amount not less than full replacement cost of all of Fulton County's personal property located in the School Properties, against direct and indirect loss or damage by fire and all other casualties and risks. Notwithstanding the foregoing, Fulton County shall retain the right to self-fund for any and all insurance coverage required by this Agreement with the exception of Worker's Compensation and Employer's Liability Insurance. APS shall be responsible for the acts and omissions of APS and its agents, contractors, or employees; provided that nothing herein shall be construed as a waiver of APS's sovereign immunity and the immunities available to APS Fulton County officials, officers, employees and agents.
8. **Casualty.** If any of the School Properties are damaged or destroyed during the Term of the Agreement by a casualty loss, APS may elect to rebuild or restore such School Properties, in APS's sole discretion. To the extent possible outside of an emergency to protect health and safety, APS will notify Fulton County of the casualty prior to rebuilding or restoring the damaged property.
9. **Condemnation.** In the event all or any portion of any School Property is condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then all condemnation awards or sales proceeds shall belong to APS, and this Agreement shall terminate as to such property on the date of such condemnation or sale.
10. **Compliance with Laws.** Fulton County shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the use of the School Properties and in the running of elections, including but not limited to all applicable election laws. APS shall ensure compliance with all applicable federal, state and local laws, ordinances, rules and regulations in the ownership of the School Properties.
11. **Termination Without Cause; Termination for Default.**
  - a. Either party shall have the right to terminate this Agreement without cause upon sixty (60) days prior written notice.

b. In the event either party defaults in the performance of any of its obligations under this Agreement, the non-defaulting party shall, in addition to all other rights and remedies available to such non-defaulting party at law or in equity, have the right to provide written notice to the defaulting party of the intention to terminate this Agreement within thirty (30) days of the written notice if such default is not remedied within the 30 days. Notwithstanding the foregoing, if (i) such default is of such nature that it cannot reasonably be remedied within such thirty (30) day period, (ii) the defaulting party has commenced its efforts to remedy such default within such thirty (30) day period and is diligently and in good faith pursuing such efforts, and (iii) actually remedies such breach within sixty (60) days from the date it first receives notice of default from the non-defaulting party, the non-defaulting party shall not have the right to terminate this Agreement due to such default.

12. **Expiration of Term.**

a. During the Term and upon the expiration of the Term of the Agreement, all fixed and permanent improvements upon the School Property shall be and shall remain the property of APS, free and clear of all liens and encumbrances. Fulton County shall remove portable improvements placed by Fulton County upon any School Property at the close of each Election Day. Except in connection with repairs or replacements, Fulton County covenants not to destroy or remove any APS improvements constructed, or equipment placed upon any School Property, pursuant to this Agreement or otherwise, without the written consent of APS.

b. Upon the end of an Election Day, Fulton County shall promptly vacate all parts of the School Property and shall remove all voting equipment from each School Property no later than 6:00 am on the day after each Election Day; provided, however, that Fulton County must provide a pickup schedule to APS no later than thirty (30) days prior to each Election Day as to the time when Fulton County will arrive to remove the equipment the following morning to allow sufficient time for APS to arrange for a custodian to be on site to grant such access to the Polling Areas for equipment removal.

13. **Notice.** Any notice or consent required to be given by or on behalf of any party hereto to any other party shall be in writing and sent by (i) certified mail, return receipt required or (ii) delivered personally, including by courier or expedited mail service, or (iii) by e-mail, addressed as follows (or at such address as may be specified from time to time in writing):

**If to APS:**

Superintendent  
Atlanta Public Schools  
130 Trinity Ave SW  
Atlanta, Georgia 30303  
Email: [suptoffice@atlanta.k12.ga.us](mailto:suptoffice@atlanta.k12.ga.us)

**With a copy to:**

Atlanta Independent School System  
1631 La France Street  
Atlanta, Georgia 30307  
Attn: Senior Executive Director of Facilities Services  
E-mail: [daniel.drake@atlanta.k12.ga.us](mailto:daniel.drake@atlanta.k12.ga.us)

**And with a copy to:**

Atlanta Independent School System



1631 La France Street  
Atlanta, Georgia 30307  
Attn: Director, Property Management  
E-mail: caprice.stokes@atlanta.k12.ga.us

And with a copy to:

Atlanta Independent School System  
130 Trinity Avenue  
Atlanta, Georgia 30303  
Attn: General Counsel  
E-mail: Nina.Gupta@parkerpoe.com

If to Fulton County:

Director  
Fulton County Department of Registration and Elections  
130 Peachtree Street SW  
Suite 2186  
Atlanta, Georgia 30303  
E-mail: nadine.williams@fultoncountyga.gov

With a copy to:

Fulton County  
Attention: County Attorney  
141 Pryor Street  
Suite 4038  
Atlanta, Georgia 30303  
E-mail: soo.jo@fultoncountyga.gov

With a copy to:

Fulton County  
Attention: County Manager  
141 Pryor Street  
10th Floor  
Atlanta, Georgia 30303  
E-mail: dick.anderson@fultoncountyga.gov

With a copy to:

Fulton County  
Attention: Land Administrator  
141 Pryor Street Suite 8021  
Atlanta, Georgia 30303  
E-mail: michael.graham@fultoncountyga.gov

Notices will be deemed given (i) on the date delivered if delivered personally, or (ii) on the earlier of confirmed receipt or the fifth business day following the date of mailing if sent by certified mail, or (iii) on the day of e-mail transmittal if sent by e-mail. Either party may change its address for notices by providing the other party with written notice of such change in accordance with this provision.

14. **Miscellaneous.**

a. This Agreement shall be construed as an intergovernmental contract, and no estate, title or interest in or to any School Property or portion thereof shall pass out of APS. Neither party shall, without the prior written consent of the other party, which consent may be withheld in the other party's sole discretion, assign its interest in this Agreement or any interest hereunder. Consent to any assignment shall not destroy this provision and any later assignments shall be made likewise only upon the prior written consent of the other party. Any assignee of either party, at the option of the party, shall become directly liable to the other party for all obligations of the assigning party hereunder, but no assignment by either party shall relieve such party of any liability hereunder to the other party.

b. If either party is delayed, hindered or prevented from performing any act or thing required hereunder by reason of strikes, lock-outs, labor troubles, casualties, inability to procure labor or materials, failure or lack of utilities, governmental laws, orders and regulations, riots, insurrection, war, acts of God, inclement weather, or other causes beyond the reasonable control of either party ("**Force Majeure**"), the delayed party shall not be liable, and the period of performance of any such act shall be extended for a period equivalent to the period of such delay, provided such party provides written notice of such occurrence to the other party within ten (10) days of such occurrence. The foregoing is inapplicable to the payment of money unless such delay is due to an act arising after a party's mailing which affects the physical delivery of the payment.

c. NEITHER PARTY WILL KNOWINGLY ALLOW FIREARMS, ALCOHOLIC BEVERAGES OR THE USE OF TOBACCO PRODUCTS ON THE SCHOOL PROPERTIES. Fulton County acknowledges that (i) pursuant to O.C.G.A. § 21-2-413(i), no person except peace officers regularly employed by the federal, state, county, or municipal government or certified security guards shall be permitted to carry firearms within 150 feet of any polling place, and (ii) APS has a no firearms, alcoholic beverages and tobacco products policy at its facilities and Fulton County will make every reasonable effort to ensure compliance with said law and policy.

d. This Agreement constitutes the sole and entire agreement between the parties hereto as of the date hereof, and no modification of this Agreement shall be binding unless in writing attached hereto and signed by Fulton County and APS. No representation, promise, or inducement not included in this Agreement shall be binding upon any party hereto.

e. Time is of the essence for each and every provision and stipulation of this Agreement.

f. Each party acknowledges that this Agreement has been freely negotiated by both parties, and that, in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

g. No action or failure to act by any party hereto shall constitute a waiver of any right or duty afforded, to such party under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach of this Agreement except as may be specifically agreed in writing.

h. Fulton County shall have no right to construct any improvements on the School Properties owned by APS without APS's consent, which may be withheld in APS's sole

discretion. During the Term, Fulton County shall not demolish any of the facilities located on APS's property.

i. This Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute one and the same instrument. This Agreement may be executed and/or transmitted electronically with the same force and effect as an original.

j. This Agreement will be governed by and construed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction of, and that venue is proper in, the state or federal courts in Atlanta or Fulton County, Georgia, in any dispute arising out of this Agreement.

k. If any clause or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then such terms shall be stricken from the Agreement and the unaffected terms and provisions shall remain in full force and effect. Each covenant, agreement, obligation, or other provision of this Agreement on Fulton County's part to be performed shall be deemed and construed as independent covenants of Fulton County, not dependent on any other provisions of this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

**Fulton County, GEORGIA**

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Robert L. Pitts, Chairman  
Board of Commissioners

ATTEST:

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Tonya R. Grier,  
Clerk to the Commission (Seal)

APPROVED AS TO FORM

---

Y. Soo Jo  
County Attorney

APPROVED AS TO CONTENT:

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Sherri Allen, Chair  
Board of Registration & Elections

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Nadine Williams, Director  
Department of Registration &  
Elections

**Atlanta Independent School System**

By: \_\_\_\_\_

Name: Erika Y. Mitchell

Title: Board Chair

By: \_\_\_\_\_

Name: Dr. Bryan Johnson

Title: Superintendent

Attachment A  
Exhibit B

# Attachment A

## [APS to insert list of schools]

School Name	School Property Address	School Contacts (Primary and Secondary)	Polling Area within School	General Voter Entry/Access Door Point	ADA Voter Entry/Access Point	Use Type (Polling Place, Election Night Check-In, or Supply Pickup Location)





# Exhibit B

## KG Policy

### **Board Policy KG: Use of School Facilities**

The Atlanta Board of Education provides school and administrative facilities for the primary purpose of educating the students of the Atlanta Public Schools (APS). To this end, the first priority for the use of school facilities and grounds shall be reserved for the curricular and extracurricular needs of students and the official business of the Atlanta Public Schools.

### **Use of APS Facilities by Outside Groups**

When APS facilities are not in use for programs operated by APS, the Board encourages the use of Atlanta Public Schools' facilities and grounds for educational, civic, cultural, recreational, artistic and charitable activities and programs to benefit the community, so long as they do not interfere with the instructional program and are in accordance with applicable law. To the extent practical, APS facilities and grounds may be made available for the use of non-school groups with the following priorities.

1. Approved vendors providing services to APS students
2. School-related groups such as Parent-Teacher Associations (PTA), booster clubs, employee organizations, and other student support organizations
3. Official community and business partners of the school or school district
4. Governmental agencies serving residents of the city of Atlanta
5. Non-profit organizations located in or serving residents of the city of Atlanta
6. Businesses located in the city of Atlanta

When not in use by the school or an approved user, the Board welcomes the general public to use generally accessible APS outdoor facilities for non-commercial recreational purposes in accordance with administrative regulations issued by the Superintendent.

### **Leases of APS Facilities for One (1) Year or More**

Facilities which are not in active use by APS or are underutilized, but have not deemed as surplus because APS wishes to retain ownership of and reserve rights for future APS use needs, may be used to house charter schools; or may be leased for one (1) year or longer, as follows:

1. APS may make such facilities available to house charter schools approved by the Atlanta Board of Education in accordance with policy IBB, Charter Schools;

2. APS may lease the facility with the revenues from the lease used by APS to support the instructional programs, support programs and/or operations of APS. Lease terms shall be at market rate. The lessee shall be required to pay for the cost of all utilities.

The Superintendent must bring to the Board leases for a period longer than one (1) year. Unless the Board specifies otherwise when authorizing a lease, any such lease may not extend for a period longer than five (5) years and must include a provision to permit cancellation by the Board on sixty (60) days notice or as negotiated in the lease, if the property is needed for school purposes or the Board decides to surplus and sell the property.

The Board will typically review existing governmental redevelopment plans and seek review and comment from the community normally through the Neighborhood Planning Unit for the area in which the property is located, before leasing a property to another entity for more than one (1) year except when emergency conditions or other deadlines do not allow sufficient time for such review and comment.

Individuals are not eligible to apply to use or lease school facilities or grounds for personal use.

### **Fees and Conditions for Use or Lease of APS Facilities**

In accordance with state law, the Superintendent or his/her designee shall establish a fee or rent structure that enables APS to recoup the costs incurred and benefits bestowed in the use or lease of APS facilities by non-school or school-related groups. The fee or rent structure may also allow for fee or rent waivers under circumstances approved by the Superintendent or his/her designee or as otherwise allowed or required by law. The Superintendent is authorized to execute such leases for a period of up to one (1) year. Leases shall not be authorized to organizations seeking to locate a third party school program in an active facility serving grades or grade bands served by APS.

The Board may authorize the Superintendent to negotiate other terms and conditions for use or lease of APS facilities by charter schools, non-profit organizations or government agencies.

Use of APS facilities shall not be denied on the basis of an organization's religious, political or philosophical views or expressive activity. Organizations granted permission to use school facilities shall not unlawfully restrict participation in the activity or event because of an individual's race, national origin, religion, creed, sex, gender, sexual orientation, or disability.

The Board authorizes the Superintendent to issue administrative regulations to implement this policy.

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