

1 A RESOLUTION AUTHORIZING THE EXECUTION OF A MEMORANDUM OF
2 UNDERSTANDING ("MOU") RELATED TO THE TRANSFER OF CERTAIN COUNTY
3 OWNED PROPERTY TO THE TECHNICAL COLLEGE SYSTEM OF GEORGIA
4 THROUGH THE STATE PROPERTIES COMMISSION FOR THE BENEFIT OF
5 ATLANTA TECHNICAL COLLEGE ("ATC") IN SUPPORT OF ATC'S EXPANSION OF
6 ITS COMMERCIAL DRIVER'S LICENSE PROGRAM (THE "PROGRAM")
7 TO ENHANCE ECONOMIC OPPORTUNITIES FOR THE CITIZENS OF
8 FULTON COUNTY, GEORGIA; AUTHORIZING THE CHAIRMAN TO EXECUTE THE
9 MOU AND DOCUMENTS RELATED TO THE TRANSFER; AUTHORIZING
10 THE COUNTY ATTORNEY TO APPROVE THE MOU AND RELATED TRANSFER
11 DOCUMENTS AS TO FORM AND TO MAKE CHANGES THERETO PRIOR TO
12 EXECUTION; AND FOR OTHER PURPOSES.

13 **WHEREAS**, a major priority of Fulton County, Georgia is to investigate, study, and
14 undertake ways and means of promoting and encouraging prosperous economic
15 development and protection of business, industry, and commerce within Fulton County,
16 Georgia; and

17 **WHEREAS**, the Atlanta Technical College ("ATC") is a public technical college
18 located in Atlanta, Georgia that is part of the Technical College System of Georgia
19 ("TCSG") that provides educational services for Fulton and Clayton Counties; and

20 **WHEREAS**, pursuant to O.C.G.A. § 50-16-122, except for the Georgia Board of
21 Regents and Georgia Department of Transportation, the State Properties Commission
22 ("SPC") is the state entity charged with overseeing the acquisition and disposition of all
23 state-owned real property and providing lease assistance to state entities, including
24 TCSG and ATC; and

25 **WHEREAS**, ATC's Economic Development Division provides training programs
26 and services designed to meet the needs of Georgia's businesses, industries and
27 individuals in Fulton and surrounding counties through training and developing solutions
28 to the challenges facing Georgia's businesses, particularly in developing a skilled
29 workforce; and

30 **WHEREAS**, the metro-Atlanta area is a transportation hub, with ready access to
31 airports and interstates; and

1 **WHEREAS**, ATC estimates that the number of jobs in this field is expected to
2 increase by 14% nationally and 16% in the State of Georgia over the next several years;
3 and

4 **WHEREAS**, according to ATC, estimated salaries in this field start at \$40,000.00
5 a year; and

6 **WHEREAS**, Fulton County and ATC are interested in expanding ATC's
7 commercial driver's education program ("Program") to train Fulton County residents, and
8 others, to operate vehicles requiring a commercial driver's license to operate; and

9 **WHEREAS**, the County is the owner of approximately 25 acres of land in Fulton
10 County, Georgia (the "Property"), commonly known as 0 Cascade Palmetto Highway,
11 comprising of Tax Parcel ID Numbers 09C-1300-0050-016-8 and 09C-1300-0051-044-9,
12 as more particularly described in Exhibit A attached hereto, and by this reference
13 incorporated herein; and

14 **WHEREAS**, the Property has been identified as an appropriate site for ATC's
15 expanded commercial driver's license training facility which will be part of the Program;
16 and

17 **WHEREAS**, County staff and the TCSG and SPC have negotiated a Memorandum
18 of Understanding (the "MOU") regarding the timing of the County donating the Property
19 to the SPC for use by TCSG and ATC for the Program, attached hereto as Exhibit B and
20 incorporated by reference; and

21 **WHEREAS**, pursuant to the MOU, the County will not be obligated to transfer the
22 Property to SPC until (i) a design contract for the facility which includes the estimated
23 project costs and substantially complete construction drawings for the facility is executed
24 and (ii) the County receives confirmation that funds from other sources have been
25 approved for the facility; and

26 **WHEREAS**, the MOU further provides that if construction of the facility is not
27 commenced on or before May 31, 2023, the Property will be returned to the County; and

1 **WHEREAS**, Fulton County Code of Laws (“FCC”) § 1-117 gives the Board of
2 Commissioners exclusive authority over directing and controlling all the property of the
3 County, as they may deem expedient, according to law; and

4 **WHEREAS**, pursuant to O.C.G.A. § 36-9-3(a)(3)(A), Fulton County is authorized
5 and empowered under the laws of the State of Georgia to transfer or convey County
6 owned property to any other body politic; and

7 **WHEREAS**, the Board of Commissioners finds that it is in the best interest of
8 Fulton County, Georgia for the County Manager and the County Attorney to finalize the
9 MOU attached hereto as Exhibit B to donate the Property for an expansion of ATC’s
10 commercial driving Program within Fulton County.

11 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners hereby
12 approves the MOU between Fulton County and the Technical College System of Georgia,
13 Atlanta Technical College, and the State Properties Commission for expansion of Atlanta
14 Technical College’s commercial driving Program with Fulton County, which is attached in
15 substantial form hereto as Exhibit B.

16 **BE IT FURTHER RESOLVED**, that County Manager and the County Attorney are
17 hereby authorized to finalize negotiations of the terms of the MOU consistent with the
18 directives of the Board of Commissioners.

19 **BE IT FURTHER RESOLVED**, that the Chairman is hereby authorized to execute
20 the MOU and, should the events triggering the donation of the Property occur, documents
21 related to the transfer of the Property to Technical College System of Georgia for the
22 benefit of Atlanta Technical College, after the MOU and related transfer documents are
23 approved as to form by the County Attorney, who is authorized to make necessary
24 modifications thereto to protect the interest of the County prior to execution by the
25 Chairman.

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

PASSED AND ADOPTED by the Board of Commissioners of Fulton County, Georgia, this 3rd day of August, 2022.

FULTON COUNTY BOARD OF COMMISSIONERS

Sponsored by:

Robert L. Pitts, Chairman

ATTEST:

Tonya R. Grier, Clerk to the Commission

APPROVED AS TO FORM:

Y. Soo Jo, County Attorney

EXHIBIT A

LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 50 AND 51 OF THE 9TH C DISTRICT OF FULTON COUNTY, GEORGIA AND WITHIN THE CITY OF SOUTH FULTON, AND BEING 25 ACRES AS PER THE LOT RECONFIGURATION PLAT FOR TECHNICAL COLLEGE SYSTEM OF GEORGIA BY AAROM MCCULLOUGH OF HRC ENGINEERS, DATED 1/13/22 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY OF COCHRAN ROAD (60' R/W) AND THE NORTHERLY RIGHT-OF-WAY OF CASCADE PALMETTO HIGHWAY (150' R/W) THENCE, SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY, SOUTH 43 DEGREES 38 MINUTES 19 SECONDS WEST, 1,546.77 FEET TO A POINT;

THENCE, LEAVING SAID NORTHERLY RIGHT-OF-WAY, NORTH 46 DEGREES 33 MINUTES 32 SECONDS WEST, 710.84 FEET TO A POINT;

THENCE, NORTH 08 DEGREES 07 MINUTES 39 SECONDS EAST, 684.83 FEET TO A POINT ON SAID SOUTHERLY RIGHT-OF-WAY;

THENCE, ALONG SAID SOUTHERLY RIGHT-OF-WAY, SOUTH 67 DEGREES 46 MINUTES 08 SECONDS EAST, 62.17 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 452.41 FEET, SAID CURVE HAVING A RADIUS OF 738.46 FEET AND BEING SUBTENDED BY A CHORD OF 445.38 FEET, AT SOUTH 87 DEGREES 07 MINUTES 27 SECONDS EAST, TO A POINT;

THENCE, WITH A COMPOUND CURVE TO THE LEFT, AN ARC DISTANCE OF 105.65 FEET, SAID CURVE HAVING A RADIUS OF 850.13 FEET AND BEING SUBTENDED BY A CHORD OF 105.59 FEET, AT NORTH 70 DEGREES 34 MINUTES 04 SECONDS EAST, TO A POINT;

THENCE, NORTH 67 DEGREES 13 MINUTES 36 SECONDS EAST, 95.91 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 125.58 FEET, SAID CURVE HAVING A RADIUS OF 367.06 FEET AND BEING SUBTENDED BY A CHORD OF 124.97 FEET, AT NORTH 76 DEGREES 36 MINUTES 21 SECONDS EAST, TO A POINT;

THENCE, WITH A COMPOUND CURVE TO THE RIGHT, AN ARC DISTANCE OF 106.44 FEET, SAID CURVE HAVING A RADIUS OF 728.53 FEET AND BEING SUBTENDED BY A CHORD OF 106.34 FEET, AT NORTH 89 DEGREES 24 MINUTES 16 SECONDS EAST, TO A POINT;

THENCE, SOUTH 87 DEGREES 12 MINUTES 56 SECONDS EAST, 272.50 FEET TO A POINT;

THENCE, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 305.45 FEET, SAID CURVE HAVING A RADIUS OF 580.52 FEET AND BEING SUBTENDED BY A CHORD OF 301.94 FEET, AT SOUTH 69 DEGREES 49 MINUTES 50 SECONDS EAST, TO THE POINT OF BEGINNING;

SAID TRACT OR PARCEL CONTAINING 25.00 ACRES MORE OR LESS.

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING BETWEEN
FULTON COUNTY, GEORGIA
AND
THE TECHNICAL COLLEGE SYSTEM OF GEORGIA**

This Memorandum of Understanding (“MOU”), effective as of the _____ day of _____, 2022 (the “Effective Date”) is executed by Fulton County, a political subdivision of the State of Georgia (“the County”), and the Technical College System of Georgia, an entity of the State of Georgia (“TCSG”), collectively the “Parties”, for the purpose of identifying certain County owned property that, upon the happening of certain events, will be transferred to the State of Georgia by and through the State Properties Commission (“SPC”) so that Atlanta Technical College (“Atlanta Tech”), a college of the TCSG, can construct and operate a commercial driver license training facility.

WHEREAS, the County is the owner of approximately 66.77 acres of land in Fulton County, Georgia (the “Property”), commonly known as 0 Cascade Palmetto Highway and Tax Parcel ID Numbers 09C-1300-0050-016-8, 09C-1300-0051-044-9 and 09C-1300-0050-016-8, 09C-1300-0051-044-9, as more particularly described in Exhibit A attached hereto, and by this reference incorporated herein; and

WHEREAS, Atlanta Tech is a publicly funded technical educational institution located in Fulton County whose Economic Development Division provides training programs and services designed to meet the needs of Georgia’s businesses, industries, and individuals in the communities it serves by assisting new, expanding, and existing industries through training and developing solutions to the challenges facing Georgia’s businesses, particularly in developing a skilled workforce; and

WHEREAS, Atlanta Tech desires to expand its Commercial Driver’s License (“CDL”) program to address the rising need for commercial vehicle drivers in metro-Atlanta, the State of Georgia and the nation as a whole; and

WHEREAS, Atlanta Tech desires to develop a CDL training center (the “Project”) on approximately 25 acres of the Property (the “CDL Property”), as more particularly identified in Exhibit “B” attached hereto, and by this reference incorporated herein; and

WHEREAS, with the exception of the Georgia Board of Regents and Georgia Department of Transportation, the SPC is the state entity charged with acquiring and dispensing all state-owned real property and providing lease assistance to state entities including TCSG and Atlanta Tech; and

WHEREAS, the County is willing to donate the CDL Property for the Project to the State for use by Atlanta Tech, subject to SPC approval, when TCSG provides the County with information sufficient for the County to verify that construction documents for the Project have been substantially completed, the Project is funded, and TCSG and Atlanta Tech are ready to commence construction of the Project within a reasonable time of the donation; and

WHEREAS, pursuant to O.C.G.A. § 36-9-2, the Fulton County Board of Commissioners has control over all property of the County; and

WHEREAS, pursuant to O.C.G.A. § 36-9-3(a)(3)(A), the County is authorized to sell, transfer, or convey property held by it to any other body politic.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and the agreements contained herein, the Parties to this MOU hereby agree as follows:

1. Purpose. The purpose of this MOU is to identify certain County owned property that, upon the happening of certain identified events, will be transferred to the State of Georgia by and through SPC so that Atlanta Tech can construct and operate a commercial driver license training facility. The Parties agree to work together in good faith to accomplish this purpose.
2. The County's Duties and Responsibilities. The County shall be responsible for the following activities:
 - a. Having this MOU approved by the Fulton County Board of Commissioners at a regularly scheduled Board of Commissioners meeting.
 - b. During the term of this MOU, allow TCSG and its contractors access to the property for purposes of inspection and testing related to design in accordance with the right of entry dated December 13, 2021.
 - c. Within 30 days of the happening of the events set forth in Section 3 below, transfer via Quit Claim Deed the CDL Property to the State of Georgia for use by Atlanta Tech for the Project.
3. TCSG Duties and Responsibilities. TCSG and Atlanta Tech shall be responsible for the following activities:
 - a. Before the County is under any obligation to donate the CDL Property for the Project, completing at their own respective cost and expense and providing the County with either copies of the following:
 - (i) A fully executed contract with a Design Professional for the design of the Project on the CDL Property which shall include a scope of work and a Stated Cost Limitation (SCL) which shall be the estimated Project cost; and
 - (ii) A statement from the Georgia State Finance and Investment Commission (GSFIC) accounting department that funds are available in an amount sufficient to pay the estimated Project costs.
 - b. Obtain approval for the Property acquisition from the SPC at a duly called board meeting.

4. Construction Activities. If construction activities have not commenced prior to the end of the Term of this MOU, the State will seek the necessary approvals to convey the CDL Property to Fulton County for the same consideration of the State's acquisition. Construction activities shall mean any actions on the CDL Property including but not limited to commencement of earth work, grading, fencing, and other construction mobilization activities.
5. Term of Memorandum. This MOU shall be in effect until May 31, 2023.
6. Termination. This MOU may be terminated at any time by a Party giving sixty (60) days' advance notice to the other Parties.
7. Notices. Any notices required to be provided under the terms of this MOU shall be in writing and given either in person, electronically (with confirmation of transmittal and receipt retained by the sender), or the day after delivery by a nationally recognized next business day delivery service, or three (3) days after transmittal by first class mail, postage and any other costs prepaid, to the address of the Party being given notice as set forth below or to such other address as a Party may furnish to the other in writing during the term of this MOU.

If to the County: Fulton County Department of Real Estate & Asset Management
141 Pryor Street, Suite G-119
Atlanta, GA 30303
Attn.: Joseph Davis, Director
Phone: (404) 612-3772
Email: joseph.davis@fultoncountyga.gov

With a copy to: Office of the Fulton County Attorney
141 Pryor Street, SW
Suite 4038
Atlanta, GA 30303
Attn.: Soo Jo, County Attorney
Phone: (404) 612-0235
Email: soo.jo@fultoncountyga.gov

If to SPC: State Properties Commission
270 Washington Street, SW
Suite 2-129
Atlanta, GA 30334
Attn: Frank Smith, Deputy Executive Director
Phone: (404) 656-5602
Email: frank.smith@spc.ga.gov

If to TCSG: Technical College System of Georgia
1800 Century Place NE, Suite 400
Atlanta, GA 30345

Attn: Brendan Bowen, Executive Director
Email: bbowen@tcsg.edu

If to Atlanta Tech: Atlanta Technical College
1560 Metropolitan Parkway SW
Atlanta, GA 30310
Attn: Victoria Seals, President
Email: vseals@atlantatech.edu

8. Confidentiality. The Parties specifically acknowledge that each Party is a political entity of the State of Georgia and are subject to certain open records laws which identify information that is subject to public disclosure and govern the limits of confidential designations. The Parties further specifically acknowledge that upon receipt of an Open Records Act request, a Party is legally required to produce all responsive information, except for certain enumerated categories of information not subject to production. The Parties understand that, notwithstanding the designation of certain information subject to this MOU as “confidential,” each Party is bound by the provisions of applicable open records laws. Consequently, a Party is not required to obtain the other Party’s prior written consent when responding to a request for documents pursuant to the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*
9. No Agency. This MOU between the County, on the one hand, and SPC and Atlanta Tech on the other, is strictly an independent contractor relationship and the Parties expressly state that there is and shall be no agency or partnership between or among the Parties pursuant to this arrangement.
10. No Third Party Beneficiaries. This MOU is for the sole benefit of the Parties hereto and their respective successors and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this MOU.
11. Amendments and Waivers. Any provision of this MOU may be amended or waived if such amendment or waiver is in writing and is signed by the Parties hereto. No course of dealing on the part of any Party to this MOU, nor any failure or delay by any Party to this MOU with respect to exercising any right, power, or privilege hereunder, will operate as a waiver thereof.
12. Applicable Law. This MOU is made under, construed in accordance with, and governed by the laws of the State of Georgia.
13. Use of Name. No Party shall use the other Party’s name, trademarks and/or logos for advertising or any other similar purpose including, without limitation, brochures, advertisements, press releases, testimonials, websites, customer reference lists or other implied or expressed endorsements, without the prior written consent of the other Party, which consent may be withheld in the sole discretion of such other Party. This Section 13 shall be binding upon the Parties and shall survive the termination or expiration of this MOU.

IN WITNESS WHEREOF, the Parties hereto, being duly authorized, have duly executed and delivered this MOU as of the Effective Date.

FULTON COUNTY, GEORGIA

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

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Y. Soo Jo
County Attorney

(SIGNATURES CONTINUED ON FOLLOWING PAGE)

TECHNICAL COLLEGE SYSTEM OF GEORGIA

Attest

By: _____
Its: _____

By: _____
Its: _____

STATE PROPERTIES COMMISSION

Approved as to form:

By: _____
Its: _____

EXHIBIT A COUNTY PROPERTY

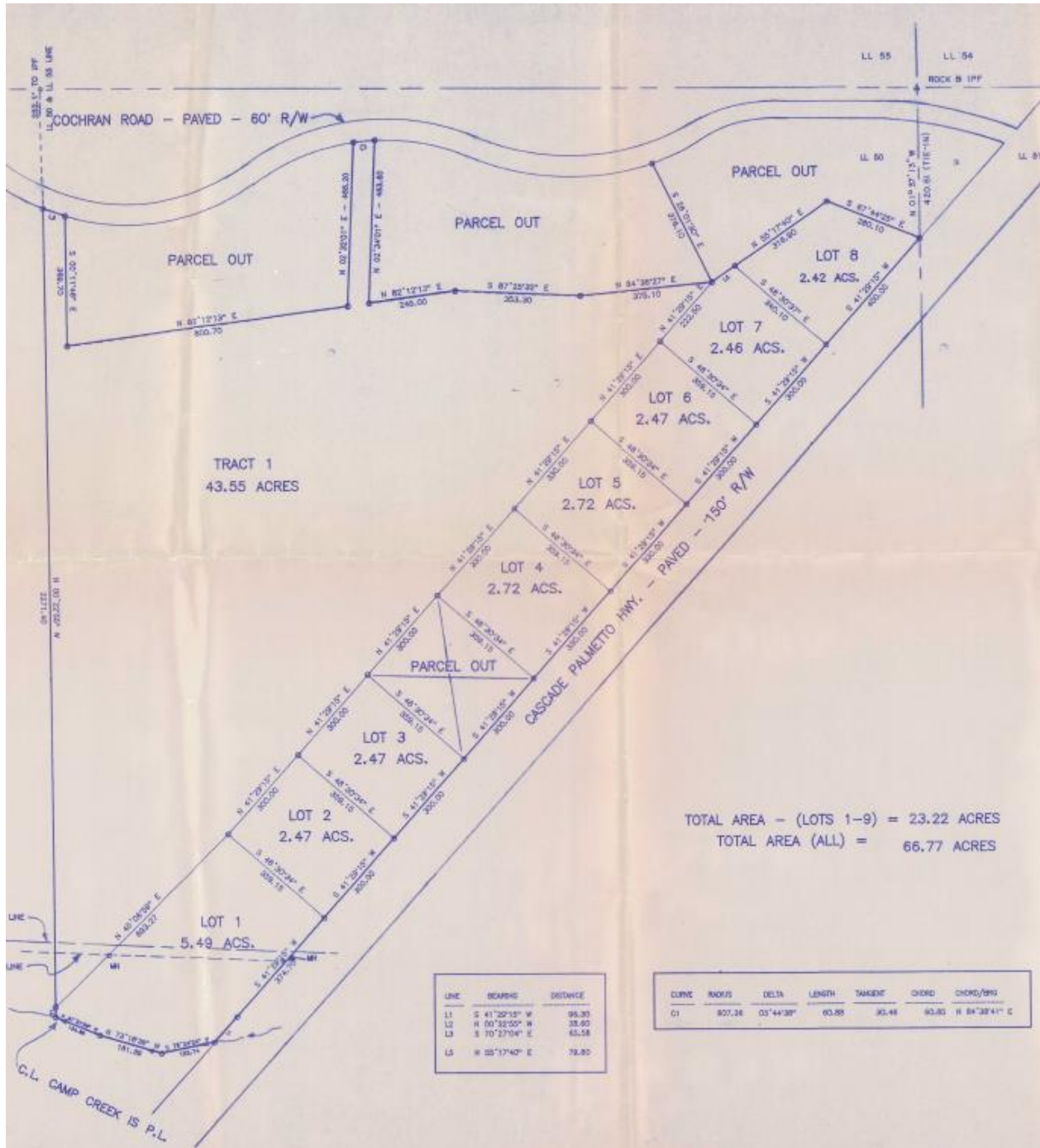


EXHIBIT B

CDL PROJECT PROPERTY

