CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, June 27, 2017, 5:00pm

The Honorable William "Bill" Edwards, Mayor (present)
The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)
The Honorable Carmalitha Gumbs, District 2 Councilmember (present)
The Honorable Helen Z. Willis, District 3 Councilmember (present)
The Honorable Naeema Gilyard, District 4 Councilmember (present)
The Honorable Rosie Jackson, District 5 Councilmember (present)
The Honorable khalid kamau, District 6 Councilmember (present)
The Honorable Mark Baker, District 7 Councilmember (present)

WORK SESSION MINUTES

1. Review of the June 13, 2017 Regular Meeting Agenda

The meeting was called to order by Mayor Edwards at 5:00pm.

City Attorney representative Brian Lake began with an explanation regarding the Resolution pertaining to Comcast.

a. **A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to move Res2017-026 (Comcast) to the consent agenda. The motion passed unanimously.**

Mayor Edwards requested that Res2017-030 (Intergovernmental Agreement/IGA with Fulton County) be moved to Executive Session. Hearing no objections, it was so ordered.

b. **A motion was made by Councilmember khalid and seconded by Councilmember Gilyard to amend the effective date of Ord2017-008 (Business and Occupation Taxation Ordinance) to October 1, 2017. The motion passed unanimously.**
c. **A motion was made by Councilmember Baker and seconded by Councilmember Gumbs to move Ord2017-008 (Business and Occupation Taxation Ordinance) to the consent agenda. The motion passed unanimously.**
d. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to move Ord2017-009 (Excise Taxation of Adult Beverages) to the consent agenda. The motion passed unanimously.**
e. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Jackson to set the compensation for the Planning Commission appointees, up to $155/month for two meetings, the same as it is currently with Fulton County. The motion passed unanimously.**

Mayor Edwards cautioned everyone to make sure that the rules/requirements for compensation be enforced.

f. **A motion was made by Councilmember khalid and seconded by Councilmember Gilyard to amend the term of the Planning Commission appointees from no more than two (2) terms to no more than three (3) terms, consecutive or nonconsecutive. The motion passed unanimously.**
g. **A motion was made by Councilmember khalid and seconded by Councilmember Baker to amend the role of the Mayor's appointee with respect to Ord2017-010 (Planning Commission),**

Ord2017-011 (Zoning Board of Appeals) and Ord2017-12 (Code Enforcement Board), whereby the Mayor's appointee only votes in the case of a tie. The motion passed unanimously.

h. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to automatically terminate an appointees term/seat on any of the three (3) Boards referenced above if an appointee misses three (3) consecutive meetings or if they miss a total of 75% of the meetings within a calendar year. Hearing no objections, the motion passed.**

i. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Willis to amend the language requiring basic Building Code standards for apartment complexes with steel framing construction (Ord2017-013). Councilmember khalid made a friendly amendment to amend it to only buildings over three (3) stories. The friendly amendment was not accepted. Mayor Pro Tem Rowell, and Councilmembers Gumbs, Willis, Jackson and Baker voted yea. Councilmembers Gilyard and khalid voted no.**

2. Other discussion

None

Mayor Edwards adjourned the Work Session at 6:13pm.

Mark Massey, City Clerk

DIVIDER SHEET

CITY OF SOUTH FULTON, GEORGIA
South Fulton Service Center Auditorium, 5600 Stonewall Tell Road
Tuesday, June 27, 2017, 7:00pm

The Honorable William "Bill" Edwards, Mayor (present)

The Honorable Catherine F. Rowell, District 1, Mayor Pro Tem (present)

The Honorable Carmalitha Gumbs, District 2 Councilmember (present)

The Honorable Helen Z. Willis, District 3 Councilmember (present)

The Honorable Naeema Gilyard, District 4 Councilmember (present)

The Honorable Rosie Jackson, District 5 Councilmember (present)

The Honorable khalid kamau, District 6 Councilmember (present)

The Honorable Mark Baker, District 7 Councilmember (present)

REGULAR MEETING MINUTES

1. Call to Order

The Regular Meeting was called to order by Mayor Edwards at 7:00pm.

2. Invocation

The Invocation was rendered by Pastor Warren L. Henry, Chaplain.

3. Pledge of Allegiance

The Pledge was recited in unison.

4. Approval of the Consent Agenda
    a. Meeting Minutes – Tuesday, June 13, 2017
    b. Meeting Minutes – Tuesday, June 20, 2017
    c. Proclamations
        i. 100th Birthday Celebration of Mrs. Katie Sue Dennis Wimbish - Centenarian **(Edwards)**

A motion was made by Councilmember Gilyard and seconded by Councilmember Willis to approve the Consent Agenda as amended, including Res2017-026, Ord2017-008 and Ord2017-009. The motion passed unanimously.

5. Approval of the Regular Meeting Agenda

A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to approve the Regular Meeting Agenda as amended, to include moving the IGA Res2017-030 to the Executive Session regarding Real Estate, Personnel and Litigation. The motion passed unanimously.

6. Proclamations and Recognitions
    a. Proclamation recognizing Pastor Warren L. Henry Sr. Appreciation Day. **(Willis)**

PRESENTED

    b. Proclamation recognizing Gary Davis – Next Level Boys Academy Appreciation Day. **(Baker)**

PRESENTED

7. Public Comment
    a. Speakers will be granted up to two minutes each and public comment will not exceed 30 minutes. Speakers will not be allowed to yield or donate their time to other speakers.

The following speakers offered public comment:

- **College Park Councilman Joe Carnes (Congratulations and mutual aid, picking a Police Chief, and church/worship)**
- **Ms. Ranada Robinson (Congratulations, commitment to partner with the City and Alpha Kappa Alpha Tau Epsilon Omega chapter programs and services)**
- **Mr. Frederick Vann (volunteer work and trash needs to be picked up in the City)**
- **Mr. Michael Venable (Planning & Community Development injustices, with respect to Zoning & Appeals boards (both should be advisory in nature), appointees need to come from the respective Districts)**
- **Ms. Melissa Patterson (trash problem on exit 66 Flat Shoals and on Old National, lawn grooming needed)**
- **Mr. Marcus Coleman (partnering with the City of Union City on the Hapeville Charter Academy practice facility for safety of youth athletes, Union and Butner Road crossing where a flashing light is needed, and in preparation of the new police department be proactive about vetting process to include psych evaluations)**

8. Business
    a. Resolutions
        i. Resolution approving a cable television franchise agreement between the City of South Fulton and Comcast of Georgia/Michigan, LP **(Res2017-026); and,**

APPROVED UNDER CONSENT AGENDA

        ii. Resolution approving the Intergovernmental Agreement (IGA) between the City of South Fulton and Fulton County **(Res2017-030).**

DISCUSSED IN EXECUTIVE SESSION

    b. Ordinances

i. Adoption of Business and Occupation Taxation Ordinance **(Ord2017-008); [THIRD READING]**

APPROVED UNDER CONSENT AGENDA, AMENDING THE EFFECTIVE DATE OF THE ORDINANCE TO OCTOBER 1, 2017

ii. Adoption of Excise Taxation of Adult Beverages Ordinance **(Ord2017-009); [SECOND READING]**

APPROVED UNDER CONSENT AGENDA

iii. Adoption of Ordinance establishing the Planning Commission for the City of South Fulton **(Ord2017-010); [FIRST READING]**

PRESENTED

A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to align the Planning Commission attendance requirements with the Zoning Board of Appeals attendance requirements as stated by Counsel, *"any member cannot miss three (3) consecutive meetings or 75% of the meetings in a calendar year."* The motion passed unanimously.

In addition, appointees will have three (3) consecutive or nonconsecutive terms, to run concurrent with the term of the appointing Mayor or Councilmember, similar to the terms on the Zoning Board of Appeals and the Code Enforcement Board.

iv. Adoption of Ordinance establishing the Zoning Board of Appeals for the City of South Fulton **(Ord2017-011); [FIRST READING]**

PRESENTED

v. Adoption of Ordinance establishing the Code Enforcement Board for the City of South Fulton **(Ord2017-012); [FIRST READING] and,**

PRESENTED

As requested by Councilmember khalid, if Code Enforcement matters are alternatively heard by the Municipal Court, the Building Commission could decide certain issues of variance or waiver pertaining to the Building Code, much like the Planning Commission can do with the Zoning Code.

vi. Adoption of Ordinance establishing Building Regulations **(Ord2017-013). [FIRST READING]**

PRESENTED

Mayor Edwards requests that something needs to be included around the issue of recidivism on the reoccurring violations and the attractive nuisances (vacant and boarded-up houses), without passing the costs onto the taxpayers.

Mayor Pro Tem Rowell requested the Attorney to look at commercial properties, specifically with changes in property ownership to avert appearing as a repeat offender.

Mayor Edwards would like to have a rental inspection program that charges landlords/owners a fee to be on a list, especially the owners who fix up multiple dwelling places and rent them out. This program will also help the code inspectors with respect to locating the actual owners.

Councilmember Jackson would like to see an Ordinance with respect to a dwelling that is uninhabitable, the City will not liable for relocation.

9. City Manager’s Weekly Update

The City Manager gave a verbal report highlighting certain aspects of a more detailed written report that was submitted to Council; including kudos to her staff for their work performance to date; a meeting with Fulton County COO Todd Long to discuss the asset list;

a need for permitting and code enforcement historical data; a review of applications received for advertised positions; a speaking engagement to the graduating class of the Fire department; information technology needs and specs; advertising of RFPs on the website; the overall Planning staff transition; migrating over data and processes needed for Planning; activities with respect to video-recording of Council meetings; future new hires in the areas of communications and purchasing; 2018 budget pre-planning; LOST revenue expected on Friday, June 30; six individuals from Planning have met with HR staff to coordinate transitioning over to the City; and, she recognized the award recently received by Anquilla Henderson, Associate HR Director, for receiving a 2017 Top 25 Workforce Game Changer award.

10. Other (New) Business
11. Mayor and City Council Comments

All Councilmembers made announcements or statements regarding activities held or upcoming in their respective districts.

Whereupon a motion was made by Councilmember Willis and seconded by Councilmember Jackson to adjourn for Executive Session. Hearing no objection that motion passed. The meeting recessed at 8:32pm.

12. Executive Session (CLOSED), if necessary

An Executive Session was held regarding Real Estate, Personnel and Litigation.

a. A motion was made by Mayor Edwards and seconded by Councilmember Gumbs to close the Executive Session regarding Real Estate, Personnel and Litigation. Hearing no objection that motion passed.

The following actions were reported in public, upon adjournment of the Executive Session:

b. **A motion was made by Councilmember Willis and seconded by Councilmember Baker to approve the IGA between the City of South Fulton and Fulton County. The motion passed unanimously.**
c. **A motion was made by Councilmember Willis and seconded by Mayor Pro Tem Rowell to direct the City Manager to complete a plan with all activities and timelines for the transition of Police over to the City, along with the City Attorney preparing a draft transmittal letter addressed to the County indicating the City's interest to transition Police services. The motion passed unanimously.**
d. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to direct the City Manager to develop a plan with proposed dates for the transition of all departments over to the City. The motion passed unanimously.**
e. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to direct the City Manager/HR to prepare a pay & scale report for all those positions currently being advertised for presentation at the July 11 Work Session. The motion passed unanimously.**
f. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Jackson to request a recommendation from HR regarding the best approach for recruiting the Police Chief position and development of a job description for presentation at the July 11 Work Session. A friendly amendment was made by Councilmember khalid to include a recommendation for recruitment of the City Manager position and development of a job description. The friendly amendment was accepted. Councilmembers Gumbs, Gilyard, Jackson and khalid voted yea. Mayor Pro Tem Rowell, Councilmember Willis and Baker voted no. The motion passed.**

g. **A motion was made by Mayor Pro Tem Rowell and seconded by Councilmember Gumbs to utilize funding through the IGA to have someone from the County's Police Department to serve in the capacity of City Commander or to work directly with the City and be named by the City. Mayor Pro Tem Rowell, and Councilmembers Gumbs, Willis and Jackson voted yea. Councilmembers Gilyard, khalid and Baker voted no. The motion passed.**

13. Adjournment

Mayor Edwards entertained a motion to adjourn. A motion was made by Councilmember Baker and seconded by Councilmember khalid to adjourn. Hearing no objections, the meeting adjourned at 10:26pm.

Mark Massey, City Clerk

City of South Fulton
City Hall
5440 Fulton Industrial Blvd SW
Atlanta, GA 30336
404-344-6935

STATE OF GEORGIA COUNTY OF FULTON CITY OF SOUTH FULTON

ORDINANCE No. 2017-008

ADOPTION OF BUSINESS AND OCCUPATION TAXATION ORDINANCE

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 1.12(b)(41) of the City Charter authorizes the City Council to impose all other taxes that may be allowed by law;

WHEREAS, Chapter 13 of Title 48 of the Official Code of Georgia Annotated authorizes municipalities to impose business occupation taxes and fees;

WHEREAS, the City requires revenue to operate and provide municipal services to City residents;

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

CHAPTER 5 – BUSINESS AND OCCUPATION TAXES (Reserved)

Sec. 2-5001. – Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(a) *Administrative fee* means a component of an occupation tax that approximates the reasonable cost of handling and processing the occupation tax. Employee means an individual whose work is performed under the direction and supervision of the employer and whose employer withholds FICA, federal income tax, or state income tax from such individual's compensation or whose employer issues to such individual for purposes of documenting compensation a form W-2, but not a form I.R.S. 1099. An individual who performs work under the direction and supervision of one business or practitioner in accordance with the terms of a contract or agreement with another business that recruits such individual is an employee of the business or practitioner that issues to such individual for purposes of documenting compensation a form I.R.S. W-2.

(b) *Gross receipts.*

(1) The term "*gross receipts*" means total revenue of the business or practitioner for the period, including, without being limited to, the following:

(A) Total income without deduction for the cost of goods sold or expenses incurred;

(B) Gain from trading in stocks, bonds, capital assets, or instruments of indebtedness;

(C) Proceeds from commissions on the sale of property, goods, or services;

(D) Proceeds from fees charged for services rendered; and

(E) Proceeds from rent, interest, royalty, or dividend income.

(2) The term "*gross receipts*" shall not include the following:

(A) Sales, use, or excise taxes;

(B) Sales returns, allowances, and discounts;

(C) Interorganizational sales or transfers between or among the units of a parent-subsidiary controlled group of corporations, as defined by 26 USC 1563(a)(1), between or among the units of a brother-sister controlled group of corporations, as defined by 26 USC 1563(a)(2), between or among a parent corporation, wholly owned subsidiaries of such parent corporation, and any corporation in which such parent corporation or one or more of its wholly owned subsidiaries owns stock possessing at least 30 percent of the total value of shares of all classes of stock of such partially owned corporation, or between or among wholly owned partnerships or other wholly owned entities;

(D) Payments made to a subcontractor or an independent agent for services that contributed to the gross receipts in issue;

(E) Governmental and foundation grants, charitable contributions or the interest income derived from such funds, received by a nonprofit organization which employs salaried practitioners otherwise covered by this article, if such funds constitute 80 percent or more of the organization's receipts; and

(F) Proceeds from sales of goods or services that are delivered to or received by customers who are outside the state at the time of delivery or receipt.

(c) *License* means a permit or certificate issued by the city that allows an entity to operate lawfully in the city. A license does not create any rights to operate in violation of any provision of this Code, and it may be revoked by the city council at any time. This definition applies to any license issued pursuant to this chapter.

(d) *Location or office* includes any structure or vehicle where a business, profession, or occupation is conducted, but shall not include a temporary or construction work site which serves a single customer or project or a vehicle used for sales or delivery by a business or practitioner of a profession or occupation which has a location or office. The renter's or lessee's location that is the site of personal property that is rented or leased from another does not constitute a location or office for the personal property's owner, lessor, or the agent of the owner or lessor. The site of real property which is rented or leased to another does not constitute a location or office for the real property's owner, lessor, or the agent of the owner or lessor unless the real property's owner, lessor, or the agent of the owner or lessor, in addition to showing the property to prospective lessees or tenants and performing maintenance or repair of the property, otherwise conducts the business of renting or leasing the real property at such site or otherwise conducts any other business, profession, or occupation at such site.

(e) *Occupation tax* means a tax levied on persons, partnerships, corporations, or other entities for engaging in an occupation, profession, or business.

(f) *Practitioner of professions and occupants* shall not include a practitioner who is an employee of a business, if the business pays an occupation tax.

(g) *Regulatory fees* means payments, whether designated as license fees, permit fees, or by another name, which are required by city as an exercise of its municipal power and as a part of or as an aid to regulation of an occupation, profession, or business. The amount of a regulatory fee shall approximate the reasonable cost of the actual regulatory activity performed by the city. A regulatory fee does not include an administrative or registration fee.. Regulatory fees do not include development impact fees as defined by

O.C.G.A. § 36-71-2(8) or other costs or conditions of zoning or land development.

Sec. 2-5002. – Occupation Certificate Required

(a) All persons, firms, companies, or corporations, including limited liability companies and professional corporations, now or hereafter operating a business in the city, are hereby required to register their business or office, obtain an occupation tax certificate for their business or office, and pay the amount now or hereafter fixed as taxes and fees thereon. The owners of multifamily rental dwellings or multifamily rental units within the City that receive income for use of four or more such dwellings or units and meet the requirements of O.C.G.A. § 48-13-5 for having a location or office within the City are subject to an occupation tax as provided in this chapter. For the initial year of construction, this section shall not apply to new construction or rehabilitation of a multifamily rental dwelling provided proper permits are obtained from the city.

(b) The occupation tax certificate shall serve as a business license. Additional business licenses may be required as established in this chapter.

(c) Stock or manufacturing companies or other companies, subsidiaries, agencies, district offices, branch offices, corporations or individuals, having either their business proper or their general branch offices located within the city, and either represented by the officers of the company, or any agent, for the purpose of soliciting patronage for the same, or for the transaction of any business pertaining thereto, is required to obtain an occupation tax certificate.

(d) All licenses granted under this article shall expire on April 1 of each year. Licensees are required to make a new application in each year. Such application is treated as an initial application and the applicant is required to comply with all rules and regulations for the granting of licenses as if no previous license had been held.

Sec. 2-5003. – Fee, Basis.

(a) Except as otherwise provided in this article, every business and practitioner subject to this article shall pay a tax based on the gross receipts of such business (the "occupation tax").

(b) The gross receipts tax shall include a flat rate of $50.00 for the first $20,000.00 of gross revenue, and $13.00 per employee. Gross revenues above $20,000.00 are taxed using a fee class table based on profitability. The fee class table ranges from $0.50 to $2.20 per $1,000.00 of gross revenue based on the NAICS Code of the business.

Sec. 2-5004. – Application for Certificate

(a) It shall be the duty of each person, firm or corporation subject to this article to file with the department of finance on or before March 31 of each calendar year an application for registration under this article setting forth all activities of each business, its Standard Industrial Classification Code and/or its North American Industry Classification System Code, its estimated gross receipts for the calendar year of the registration, computation of the amount of tax due including the administrative fee and per employee tax, a copy of the profit and loss statement, a copy of its Georgia Income Tax Return, and such other information as may be required by the director of finance to properly administer this chapter, which may include all or any of the information specified in this chapter. Any new business or practitioner shall apply and register for a new certificate within 30 days after the commencement of business.

(b) For businesses or practitioners with more than one type of service or product, including businesses or practitioners listed under and subject to O.C.G.A. § 48-13-16, the entire gross receipts shall be classified according to the dominant service or product based upon the information provided under subsection (a) hereof.

(c) For each business or practitioner with a location or office situated in more than one jurisdiction, including businesses or practitioners with one or more locations or offices in Georgia and one or more locations outside the state, the City shall allocate the gross receipts as follows for occupation tax purposes in accordance with the following:

(1) Where the business or practitioner can reasonably allocate the dollar amount of gross receipts of the business or practitioner to one or more of the locations or offices on the basis of product manufactured in that location or office or the sales or other services provided in that location or office, the county shall tax the gross receipts generated by the location or office within the City; or

(2) Where the business or practitioner cannot reasonably allocate the dollar amount of gross receipts among multiple locations or offices, the business or practitioner shall divide the gross receipts reported to all local governments in this state by the number of locations or offices of the business or practitioner which contributed to the gross receipts reported to any local government in this state, and shall allocate an equal percentage of such gross receipts of the business or practitioner to each location or office.

(3) In no instance shall the sum of the portions of the total gross receipts of a business or practitioner taxed by all local governments exceed 100 percent of the total gross receipts of the business or practitioner.

(4) In the event of a dispute between the business or practitioner and the county as to the allocation under this section, the business or practitioner shall have the burden of proof as to the reasonableness of the allocation.

(5) Upon request, businesses or practitioners with a location or office situated in more than one jurisdiction shall provide to the City the following:

(A) Financial information necessary to allocate the gross receipts of the business or practitioner; and

(B) Information relating to the allocation of the business's or practitioner's gross receipts by other local governments.

(6) When the City levies an occupation tax on a business or practitioner which has locations encompassed by other jurisdictions and the other jurisdictions use different criteria for taxation, the county shall not tax any greater proportion of the gross receipts than authorized by law.

(d) This chapter applies to each business and practitioner with no location or office within the State of Georgia, which:

(1) Has one or more employees or agents who exert substantial efforts within the unincorporated part of the county for the purpose of soliciting business or serving customers or clients; or

(2) Owns personal or real property which generates income and which is located in the unincorporated part of the county. Gross receipts of such business or practitioner for purposes of this section shall include only those gross receipts reasonably attributable to sales or services in the State of Georgia. If such business or practitioner provides to the director of finance proof of payment of a local business or occupation tax in another state which purports to tax the business's or practitioner's sales or services in the State of Georgia, the business or practitioner shall be exempt from this article.

(e) Real estate brokers transacting business within the unincorporated area of the county are subject to this article. Real estate brokers shall be liable for tax only on gross receipts arising from transactions involving real estate located within the City. Real estate brokers shall be liable for such taxes without regard to their having a location or office in the county.

(f) The provisions of this section may be amended from time to time by resolution of the board of commissioners for the purpose of providing for exceptions to business and occupation taxes as provided under O.C.G.A. § 48-13-10(f).

Sec. 2-5006. – Payment of Fees, Penalties, Refunds.

(a) Following the filing of the application as provided for in Section 2-5005 of this chapter, each business or professional practitioner subject to this article shall remit payment in full for all taxes and fees due not later than March 31 of the year in which the application is filed. Each person, firm or corporation operating under various trade names must secure a separate occupation tax certificate for each trade name issued. In addition, a separate occupation tax certificate must be secured for each business location. If the business or practice was not in operation on January 1, the occupation tax with its associated administrative fees shall be due and payable 30 days following the commencement of business pursuant to section 18-38.

(1) The Finance Officer or his designee shall assess penalties in the amount of the percent of the amount owed for each calendar year or portion thereof for:

(A) Failure to pay occupation taxes and administrative fees when due;

(B) Failure to file an application by March 31 of any calendar year, when the business or practitioner was in operation on January 1 or such calendar year; and/or

(C) Failure to register and obtain an occupation tax certificate within 30 days of the commencement of a new business.

(2) Delinquent taxes and fees are subject to interest at a rate of one and one-half percent per month. Payments required by this chapter may be collected in any suit at law or in equity, or the City may cause executions to issue against the person, firm or corporation liable for the payment. Executions may be levied and sold together with all costs thereof, by the City Finance Officer.

(3) Any person whose duty it is to register any business or practice and obtain any occupation tax certificate required under this article and falls to do so, or who fails to pay the occupation tax or administrative fee required by this chapter, or who makes any deliberate or substantial and material false statement on an application or provides materially false information in support of an application, shall be denied an occupation tax certificate, shall be required to surrender any existing such occupation tax certificate and shall be deemed to have no such occupation tax certificate for purposes hereof, and shall be subject to a civil fine as provided by the law of this state.

(b) Certificate applicants for trade names and for separate business locations shall pay the nonrefundable administrative fee imposed hereby, in addition to the tax imposed by Section 2-5003 of this chapter. In the event a business ceases to operate after the issuance of an occupation tax certificate, no refund of the fee or tax shall be granted.

(c) No business or practitioner subject to this article shall collect any gross receipts as defined herein unless such business or practitioner shall have applied for an occupation tax certificate and/or license as required hereunder. Upon application for an occupation tax certificate, any such business or practitioner may thereupon collect gross receipts, including those incurred but not collected during the period prior to the application, but such business or practitioner shall be subject to the penalties of subsection (a) of this section. If the taxes and fees remain unpaid after the due date, the business or practitioner shall not collect any gross receipts as defined herein. The provisions of this ordinance may be enforced by appropriate injunctive or other relief upon the application of the Finance Officer to the Superior Court of Fulton County.

(d) Practitioners of law may collect gross receipts as defined herein without applying for and obtaining an occupation tax certificate. However, practitioners of law must pay the occupation tax levied herein. Delinquent taxes and fees are subject to interest at a rate of one and one-half percent per month. Any occupation tax with its associated administrative fees hereunder, shall he due and payable by March 31 of each calendar year. If the business or practice was not in operation on January 1, the occupation tax with its associated administrative fees shall be due and payable 30 days following the commencement of business pursuant to this ordinance. The Finance Officer shall assess a penalty in the amount of ten percent of the amount owed for each calendar year or portion thereof for failure to pay occupation taxes and administrative fees when due. In the event of failure to pay the occupation tax required by this chapter, the tax may be collected in any suit at law or in equity. In addition, failure to pay the occupation tax required by this article shall subject the person, firm or corporation to a civil fine as provided by the law of this state.

(e) Except as provided in subsection (b), the refund of the occupation tax levied herein is governed by O.C.G.A. § 48-5-380.

Sec. 2-5007. - Termination of business.

It shall be the duty of each business and practitioner subject to fees and occupation taxes under this chapter, when it shall cease to do business or practice, to return its current occupation tax certificate, together with a statement as to the date of termination of doing business or practice, to the Finance Officer.

Sec. 2-5008. – Professional occupation tax.

(a) Notwithstanding any other provision of this chapter, there is hereby imposed upon practitioners of law, medicine, osteopathy, chiropractic, podiatry, dentistry, optometry, applied psychology, veterinary, landscape architecture, land surveying, massage therapy and physiotherapy, public accounting, embalming, funeral directing, civil, mechanical, hydraulic and electrical engineering, architecture, marriage and family therapists, social workers, and professional counselors, as their entire occupation tax one of the following, at the practitioner's election:

(1) The occupation tax based on gross receipts resulting from application of the other provisions of this chapter; or

(2) $400.00 each year, but a practitioner paying accordingly shall not be required to provide information relating to the gross receipts of such practitioner. For the purposes of this section, a "practitioner" shall include any individual holding license to practice any of the professions specified herein regardless of whether such individual shall practice as a professional corporation or professional association.

(b) In addition to any other documentation that may be requested or required by the City Finance Officer, an practitioner electing to make a payment pursuant to subsection (a)(2) of this ordinance may be required to demonstrate proof of licensure, if applicable.

Sec. 2-5009. - Transfer; suspension; revocation.

(a) No certificate issued hereunder may be transferred.

(b) Each certificate granted hereunder shall be subject to suspension or revocation for violation of any rule or regulation of the county now in force or hereafter adopted.

(c) Whenever the director of City Finance Officer there is cause to suspend or revoke the occupation tax certificate issued hereunder:

(1) The Finance Officer must give the certificate holder ten-day written notice of intention to suspend or revoke the occupation tax certificate. The ten-day written notice must include the time, place, and purpose of such hearing, and a statement of the charges upon which such hearing shall be held.

(2) A hearing will be scheduled wherein the certificate holder may present a defense to the suspension or revocation before the City Council or its designee. After the hearing, the City Council or its designee may suspend, sanction, or revoke the occupation tax certificate issued hereunder if any of the grounds set forth below exist. An occupation tax certificate may be suspended, sanctioned, or revoked upon one or more of the following grounds:

(A) The certificate holder is guilty of fraud in the operation of the business or occupation he/she practices, or fraud or deceit in being licensed to practice in that area;

(B) The certificate holder is engaged in the business or occupation under a false or assumed name, or is impersonating another practitioner of a like or different name;

(C) The certificate holder is addicted to the habitual use of intoxicating liquors, narcotics, or stimulants to such an extent he/she is unable to perform his or her duties under the business or occupation;

(D) The certificate holder is guilty of fraudulent, false, misleading, or deceptive advertising or practices;

(E) The certificate holder has been convicted of or has pled guilty or nolo contendere to any sexual offense as set out in Title 16, Chapter 6 of the Official Code of Georgia Annotated, or to any offense involving the lottery, illegal possession or sale of narcotics or alcoholic beverages or possession or receiving of stolen property, for a period of five years immediately prior to the filing of the application. If after having been granted a certificate, the applicant is found not to be of good moral character, or pleads guilty or enters a plea of nolo contendere to any of the above offenses, said certificate shall be subject to suspension and/or revocation;

(F) The original application or renewal thereof contains materially false information, or the applicant has deliberately sought to falsify information contained therein;

(G) The establishment is a threat or nuisance to public health, safety or welfare; or

(H) Any other violation of this article.

(3) After the Finance Director makes a recommendation to the City Council to suspend or revoke an occupation tax certificate issued hereunder, the City Council or its designee shall conduct a hearing to hear evidence relevant to the alleged violation.

(A) At the hearing, the Finance Director or his designee first and presents all evidence and argument in support of the recommendation to suspend or revoke the occupation tax certificate issued hereunder. The Finance Director may be represented by the City Attorney or his or her designee. The certificate holder may be represented by counsel.

(B) After the Finance Director makes his/her presentation, the certificate holder or the certificate holder's legal counsel, will present evidence and argument as to why the occupation tax certificate issued hereunder should not be suspended, sanctioned or revoked.

(C) City Council members will have the right to ask questions at any time during the hearing. If the City Council designates the City Court to hear the matter, the rules of procedure applicable to magistrate courts shall apply.

(D) After hearing all of the evidence and arguments of the parties, the City Council or its designee shall render a decision. The suspension, sanction, or revocation decision is final unless the certificate holder files a petition for writ of certiorari to the Superior Court of Fulton County within 30 days of the date of the decision.

Sec. 2-5010. - Display of Occupation Tax Certificate; Penalties.

The certificate holder is required to display the occupation tax certificate issued hereunder in a conspicuous location. Failure to display the occupation tax certificate in a conspicuous location may result in a fine of $100.00. This section does not apply to practitioners of law.

Sec. 2-5011. - Proration of fee.

When any person or business commences business on or after July 1 in any year, the occupation tax authorized hereby shall be levied at the customary rate on the gross receipts of the business or practitioner from the commencement of the business, but the attendant administrative fee shall not be reduced.

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Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date: Ocober 1, 2017

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be January 1, 2018.

The foregoing Ordinance No. **2017-008** was offered by Councilmember **Gilyard**, who moved its approval. The motion was seconded by Councilmember **Willis**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau	√	
Mark Baker	√	

THIS ORDINANCE adopted this 27th day of June 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

ORDINANCE No. 2017-009

ADOPTION OF EXCISE TAXATION OF ADULT BEVERAGES ORDINANCE

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, the City Council is authorized by O.C.G.A. § 36-35-3 to adopt ordinances relating to its property, affairs, and local government;

WHEREAS, the duly elected governing authority of the City is the Mayor and City Council;

WHEREAS, Section 1.12(b)(41) of the City Charter authorizes the City Council to impose all taxes that may be allowed by law;

WHEREAS, O.C.G.A. § 3-4-80 permits the City to impose an excise tax on the sale of distilled spirits;

WHEREAS, O.C.G.A. § 3-4-130 permits the City to impose an excise tax on the sale of drinks containing distilled spirits;

WHEREAS, O.C.G.A. § 3-5-80 mandates that the City impose an excise tax on the sale of malt beverages;

WHEREAS, O.C.G.A. § 3-6-60 permits the City to impose an excise tax on the sale of wine by the package;

WHEREAS, the City requires revenue to operate and provide municipal services to City residents;

THE COUNCIL OF THE CITY OF SOUTH FULTON HEREBY ORDAINS as follows:

Section 1: The City of South Fulton Code of Ordinances, Chapter 8, Title 2, Taxation, is hereby established and enacted as follows:

<u>Title 2: TAXATION</u>

CHAPTER 8. – EXCISE TAX ON ADULT BEVERAGES

Sec. 2-8001. - Sale of drinks containing distilled spirits.

(a) *Imposed.* There is imposed upon the retail sale of drinks containing distilled spirits in the city a tax in the amount of three percent of the purchase price of the drink to the consumer. A record of each sale shall be made in writing and maintained for inspection by any authorized agent of the city.

(b) *Licensee to collect and remit.* Every consumption on the premises licensee shall collect the tax imposed by this section from purchasers of drinks containing distilled spirits. The licensee shall furnish such information as may be required by the revenue division of the city to facilitate the collection of the tax.

(c) *Customer receipts; credit sales.* If requested by the purchaser, a consumption on the premises licensee shall give to the purchaser a receipt on which the purchase price and the tax imposed by this section shall be itemized separately. In all cases where the purchase is by deferred payment or credit, the licensee becomes liable for the collection and payment of the tax at the time of delivery of the drink to the purchaser.

(d) *Payment and returns by licensee.*

(1) Each licensee shall pay over the amount of taxes collected and coming due under this section in any calendar month to the city not later than the 20th day of the following calendar month.

(2) On or before the 20th day of each month, a return for the preceding month shall be filed with the revenue division of the city by each licensee liable for the payment of tax under this section. Returns shall be in such form as the city may specify and shall show the licensee's gross receipts from the sale of drinks containing distilled spirits and the amount of taxes collected or coming due thereon. Any amounts collected in excess of three percent of the taxable sales shall be reported and paid to the city.

(3) Licensees shall be allowed a percentage of the tax due and accounted for and shall be reimbursed in the form of a deduction in submitting, reporting, and paying the amount due, if said amount is not delinquent at the time of payment. The rate of deduction shall be the same rate authorized for deductions from state sales and use tax under O.C.G.A. § 48-8-50.

Sec. 2-8002. – Excise Tax – Wholesalers.

(a) There is imposed by the city an excise tax on the first sale or use of malt beverages in the city, as follows:

(1) Where malt beverages, commonly known as tap or draft beer, are sold in or from a barrel or bulk container, a tax of $6.00 on each container containing not more than fifteen and one-half (15½) gallons and a proportionate tax at the same rate on all fractional parts of fifteen and one-half (15½) gallons;

(2) Where malt beverages are sold in bottles, cans or other containers, except barrel or bulk containers, a tax of five cents ($0.05) per twelve (12) ounces and a proportionate tax at the same rate on all fractional parts of twelve (12) ounces.

(b) There is imposed by the city an excise tax on the first sale or use of wine in the city at a rate of twenty-two cents ($0.22) per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(c) There is imposed by the city an excise tax on the first sale or use of distilled spirits in the city at the rate of twenty-two cents ($0.22) per liter and a proportionate tax at the same rate on all fractional parts of a liter.

(d) The excise taxes provided for in this section shall be imposed upon and paid by the licensed wholesale dealer. Such taxes shall be paid on or before the twentieth day of the month following the month in which the alcoholic beverages are sold or disposed of by the wholesaler within the city.

Sec. 2-8003. - Deficiency assessment.

(a) If the city has cause to believe that a return or the amount of tax paid to the city by a licensee is not proper, the city may compute and determine the amount due on the basis of any information available. One or more deficiency determinations may be made of the amount due for any month.

(b) The amount of a deficiency determination shall bear interest at the rate of one percent per month, or fraction thereof, from the due date of the taxes until paid, in addition to any other penalties which may be imposed.

(c) The city shall give notice of a deficiency determination to the licensee. The notice may be served personally or by mail. Service by mail shall be addressed to the named licensee at the licensed premises, shall be made by certified mail, and is complete when delivered with a receipt signed by the addressee or by the receipt of mailing from the United States Postal Service.

(d) Except in the case of fraud, intent to evade this chapter, or failure to make a return, every notice of a deficiency determination shall be mailed within three years after the 20th day of the month following the month for which the amount is proposed to be determined or within three years after the return is filed, whichever is later.

Sec. 2-8004. – Failure to File Return

(a) If a licensee fails to make a return, the city finance director shall make an estimate of the amount of the tax due for the period or periods for which a return was not filed. Such estimate may be based on any information available to the city finance director. Written notice of the estimate shall be given to the licensee in the manner specified by Section 2-8003(a).

(b) The amount of the determination shall bear interest at the rate of one and one-half (1½) percent per month, or fraction thereof, from the last day on which the return could have been timely filed.

Sec. 2-8005. – Penalties and Interest.

Any licensee who falls to pay to the city within the time required any amount required to be paid under this section shall pay a penalty of twenty (20) percent of the amount not timely paid, in addition to the principal unpaid amount and interest at the rate of one and one-half (1½) percent per month.

Sec. 2-8006. – Actions for collection; overpayment.

(a) At any time within three (3) years after the delinquency of any amount due under this section, the city may bring an action in the courts of this state, any other state, or the United States in the name of the city to collect the amount delinquent, together with penalties, interest, court fees, filing fees, attorneys' fees, and other legal fees incident thereto.

(b) Whenever any tax, penalty, or interest has been paid more than once or has been erroneously or illegally collected or received by the city, it may be offset against any future liability for the tax.

(c) If the licensee determines that he has overpaid or paid more than once and such fact has not yet been determined by the city, the licensee shall have three years from the date of payment to file a claim with respect to such overpayment or double payment. Such claim shall be in writing and shall state the specific grounds upon which it is based. The claim shall be audited. If the city approves the claim, the excess amount paid may be credited against any other amounts due from the licensee or refunded.

Sec. 2-8007. – Administration and enforcement of section.

(a) The revenue division of the city shall administer and enforce the provisions of this section.

(b) The city manager or his designee may promulgate rules and regulations for the enforcement of this section.

(c) Every licensee engaging in the sale of mixed drinks shall keep such records, receipts, invoices, and other pertinent papers in such form as may be required by the city.

(d) The revenue division of the city may examine the books, papers, records, financial reports, equipment, and facilities of any licensee engaging in the sale of any alcoholic beverage, retail or wholesale, in order to verify the accuracy of any return, or if no return is made to ascertain the amount of tax due.

(e) In the administration of the provisions of this section, the revenue division of the city may require the filing of reports by any person or class of persons having in their possession or custody any information relating to purchases subject to taxation under this section.

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Section 2: Severability

In the event any portion of this ordinance shall be declared or adjudged invalid or unconstitutional, it is the intention of the City Council of the City of South Fulton, Georgia, that such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this ordinance which shall remain in full force and effect, as if the invalid or unconstitutional section, sentence, clause or phrase were not originally a part of the ordinance.

Section 3: Repealer

All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 4: Effective Date

Unless specifically specified elsewhere in this Ordinance, the effective date of this Ordinance shall be June 27, 2017.

The foregoing Ordinance No. **2017-009** was offered by Councilmember **Gilyard**, who moved its approval. The motion was seconded by Councilmember **Willis**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau	√	
Mark Baker	√	

THIS Ordinance adopted this 27th day of June 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION NO. 2017-026

A RESOLUTION APPROVING A CABLE TELEVISION FRANCHISE AGREEMENT BETWEEN THE CITY OF SOUTH FULTON AND COMCAST OF GEORGIA/MICHIGAN, LP

WHEREAS, the City of South Fulton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia;

WHEREAS, pursuant to Act 421 of the 2016 session of the Georgia General Assembly (the "City Charter"), the City of South Fulton incorporated on May 1, 2017;

WHEREAS, pursuant to Section 7.16(b) of the City Charter, the City provided notice to Fulton County of its intent to collect any tax, fee, assessment, fine or forfeiture, other monies;

WHEREAS, the City considers collecting a franchise fee from a cable provider utilizing the public rights of way as compensation to the public for the use of the rights of way and a means of promoting the public health, safety, welfare and economic development of the City and to protect public works infrastructure,

THEREFORE, IT IS NOW RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH FULTON, GEORGIA, AS FOLLOWS:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.

2. The City of South Fulton City Council authorizes the Mayor to execute, on behalf of the City of South Fulton, a Cable Television Franchise Agreement, a copy of which is attached, with Comcast of Georgia/Michigan, LP.

The foregoing Resolution No. **2017-026** was offered by Councilmember **Gilyard**, who moved its approval. The motion was seconded by Councilmember **Willis**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau	√	
Mark Baker	√	

THIS RESOLUTION adopted this 27th day of June 2017. CITY OF SOUTH FULTON, GEORGIA

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

AGREEMENT

This ***AGREEMENT*** is effective as of the 1st day of May, 2017 (the "Effective Date"), and is between the City of south Fulton, Georgia, an incorporated Georgia city (the "Franchising Authority" or the "City"), and Comcast of Georgia/Michigan, LP (the "Company"). For purposes of this Agreement, unless otherwise defined in this Agreement, the capitalized terms, phrases, words, and their derivations, shall have the meanings set forth in Appendix A.

The Franchising Authority, having determined that the financial, legal, and technical ability of the Company is reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community and that, as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement, desires to enter into this Agreement with the Company for the construction, operation, and maintenance of a Cable System on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby covenant and agree as follows:

SECTION 1

GRANT OF AUTHORITY

1.1 Grant of Franchise. The Franchising Authority hereby grants under the Cable Act a nonexclusive franchise (the "Franchise") to occupy and use the Streets within the Franchise Area in order to construct operate, maintain, upgrade, repair, and remove the Cable System, and provide Cable Services through the Cable System, subject to the terms and conditions of this Agreement. This Franchise authorizes Cable Service, and it does not grant or prohibit the right(s) of the Company to provide other services.

1.2 Term of Franchise. This Franchise shall be in effect for a period of seven (7) years commencing on the Effective Date, unless renewed or lawfully terminated in accordance with this Agreement and the Cable Act.

1.3 Renewal. Subject to Section 626 of the Cable Act (47 U.S.C. § 546) and such terms and conditions as may lawfully be established by the Franchising Authority, the Franchising Authority reserves the right to grant or deny renewal of the Franchise.

1.4 Reservation of Authority. Nothing in this Agreement shall (i) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (ii) be construed as a waiver of any codes or ordinances of the Franchising Authority or of the Franchising Authority's right to require the Company or any Person utilizing the Cable System to secure the appropriate permits or authorizations for its use, or (iii) be construed as a waiver or release of the rights of the Franchising Authority in and to the Streets. Notwithstanding the above, in the event of any conflict between this Agreement and any code or ordinance adopted by the Franchising Authority, the terms and conditions of this Agreement shall prevail.

1.5 Competitive Equity and Subsequent Action Provisions.

1.5.1 Purposes. The Company and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers, and others; new technologies are emerging that enable the provision of new and advanced services to City residents; and changes in the scope and application of the traditional regulatory framework governing the provision of Video Services are being considered in a variety of federal, state, and local venues. To foster an environment where all Cable Service Providers and Video Service Providers using the Streets can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to City residents; promote local communications infrastructure investments and economic opportunities in the City; and provide flexibility in the event of subsequent changes in the law, the Company and the Franchising Authority have agreed to the provisions in this Section 1.5, and these provisions should be interpreted and applied with these purposes in mind. The parties agree that the Franchising Authority shall not be required to execute a franchise agreement or authorization with a competitive CSP or VSP that is identical, word-for-word, with this Agreement to avoid triggering the provisions of this Section 1.5, so long as the regulatory and financial burdens on and benefits to each CSP or VSP are materially equivalent to the burdens on and benefits to the Company. "Materially equivalent" provisions include but are not limited to: franchise fees and the definition of Gross Revenues; system build-out requirements; security instruments; public, education and government access channels and support; customer service standards; and audits.

1.5.2 Fair Terms for All Providers. Notwithstanding any other provision of this Agreement or any other provision of law,

(a) If any VSP or CSP enters into any agreement with the Franchising Authority to provide Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority and the Company, upon written request of the Company, will use best efforts in good faith to negotiate the Company's proposed Franchise modifications, and such negotiation will proceed and conclude within sixty (60) days, unless that period is reduced or extended by mutual agreement of the parties. If the Franchising Authority and the Company agree to Franchise modifications pursuant to such negotiations, then the Franchising Authority shall amend this Agreement to include the modifications.

If there is no written agreement or other authorization between the new VSP or CSP and the Franchising Authority, the Company and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (to the extent the Company determines an agreement or authorization is necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Company and other VSPs or CSPs, taking into account the terms and conditions under which the new VSP or CSP is allowed to provide Video Services or Cable Services to Subscribers in the Franchise Area.

(b) Following the Franchise modification negotiations provided for in Section 1.5.2(a), if the Franchising Authority and the Company fail to reach agreement in such negotiations, the Company may, at its option, elect to replace this Agreement by opting in to the same franchise agreement or other lawful authorization that the Franchising Authority has granted to the new VSP or CSP. If the Company so elects, the Franchising Authority shall adopt the Company's replacement agreement at the next regularly scheduled city council meeting.

(c) The Franchising Authority shall at all times enforce the state and federal ban on providing Cable Service without a franchise. The Franchising Authority's enforcement efforts shall be continuous and diligent throughout the term of this Agreement. Should the Franchising Authority not commence enforcement efforts within sixty (60) days of becoming aware of a VSP or CSP providing Video Service or Cable Service within the Franchise Area, the Company shall have the right to petition the Franchising Authority for the relief provided in Section 1.5.2 above.

(d) This Section 1.5.2 shall not apply for VSPs or CSPs providing Video Service or Cable Service in the Franchise Area under the authorization of the Georgia Consumer Choice for Television Act (O.C.G.A. § 36-76-1, *et seq.*).

1.5.3 Subsequent Change in Law. If there is a change in federal, state, or local law that provides for a new or alternative form of authorization, subsequent to the Effective Date, for a VSP or CSP utilizing the Streets to provide Video Services or Cable Services to Subscribers in the Franchise Area, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP or CSP providing Video Services or Cable Services to Subscribers in the Franchise Area, the Franchising Authority agrees that, notwithstanding any other provision of law, upon the written request and at the option of the Company, the Franchising Authority shall: (i) permit the Company to provide Video Services or Cable Services to Subscribers in the Franchise Area on substantially the same terms and conditions as are applicable to a VSP or CSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Company and other VSPs or CSPs, taking into account the conditions under which other VSPs or CSPs are permitted to provide Video Services or Cable Services to Subscribers in the Franchise Area. The Franchising Authority and the Company shall implement the provisions of this Section 1.5.3 within sixty (60) days after the Company submits a written request to the

Franchising Authority. Should the Franchising Authority fail to implement these provisions within the time specified, this Agreement shall, at the Company's option and upon written notice to the Franchising Authority, be deemed amended as initially requested by the Company under this Section 1.5.3. Notwithstanding any provision of law that imposes a time or other limitation on the Company's ability to take advantage of the changed law's provisions, the Company may exercise its rights under this Section 1.5.3 at any time, but not sooner than thirty (30) days after the changed law goes into effect.

1.5.4 Effect on This Agreement. Any agreement, authorization, right, or determination to provide Cable Services or Video Services to Subscribers in the Franchise Area under this Section 1.5 shall supersede this Agreement.

SECTION 2

THE CABLE SYSTEM

2.1 The System and Its Operations.

2.1.1 Service Area. As of the Effective Date, the Company operates a Cable System within the Franchise Area.

2.1.2 System. As of the Effective Date, the Company maintains and operates a Cable System capable of providing over 250 Channels of Video Programming, which Channels may be delivered by analog, digital, or other transmission technologies, at the sole discretion of the Company.

2.1.3 System Technical Standards. Throughout the term of this Agreement, the Cable System shall be designed, maintained, and operated such that quality and reliability of System Signal will be in compliance with all applicable consumer electronics equipment compatibility standards, including but not limited to Section 624A of the Cable Act (47 U.S.C. § 544a) and 47 C.F.R. § 76.630, as may be amended from time to time.

2.1.4 Testing Procedures; Technical Performance. Throughout the term of this Agreement, the Company shall operate and maintain the Cable System in accordance with the testing procedures and the technical performance standards of the FCC.

2.2 Requirements with Respect to Work on the System.

2.2.1 General Requirements. The Company shall comply with ordinances, rules, and regulations established by the Franchising Authority pursuant to the lawful exercise of its police powers and generally applicable to all users of the Streets. To the extent that local ordinances, rules, or regulations clearly conflict with the terms and conditions of this

Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

2.2.2 Protection of Underground Utilities. Both the Company and the Franchising Authority shall comply with the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*), relating to notification prior to excavation near underground utilities, as may be amended from time to time.

2.3 Permits and General Obligations.

2.3.1 The Company shall be responsible for obtaining all permits, licenses, or other forms of approval or authorization necessary to construct, operate, maintain, or repair the Cable System, or any part thereof, prior to the commencement of any such activity. The Franchising Authority shall not charge the Company, and the Company shall not be required to pay, any fee or charge for the issuance of permits, licenses, or other approvals, as such payments are included in the franchise fees described in Section 4 below. The Franchising Authority shall make all reasonable efforts to issue permits, licenses, or other approvals within ten (10) business days. The Company shall be solely responsible, either through its employees or its authorized contractors, for constructing, installing, and maintaining the Cable System in a safe, thorough, and reliable manner in accordance with all applicable standards and using materials of good and durable quality. The Company shall assure that any person installing, maintaining, or removing its facilities is fully qualified and familiar with all applicable standards. No third party shall tamper with, relocate, or otherwise interfere with the Company's facilities in the rights-of-way without the Company's approval and supervision; provided, however, that the Company shall make all reasonable efforts to coordinate with other users of the Streets to facilitate the execution of projects and minimize disruption in the public rights-of-way. All transmission and distribution structures, poles, other lines, and equipment installed by the Company for use in the Cable System in accordance with this Agreement shall be located so as to minimize interference with the proper use of the Streets and the rights and reasonable convenience of property owners who own property adjoining the Streets.

2.3.2 Code Compliance. The Company shall comply with all applicable building, safety, and construction codes. The parties agree that at present, Cable Systems are not subject to the low voltage regulations of the National Electric Code, National Electrical Safety Code, or other such codes or regulations. In the event that the applicable codes are revised such that Cable Systems become subject to low voltage regulations without being grandfathered or otherwise exempted, the Company will thereafter be required to comply with those regulations.

2.4 Conditions on Street Occupancy.

2.4.1 New Grades or Lines. If the grades or lines of any Street within the Franchise Area are lawfully changed at any time during the term of this Agreement, then the Company shall, upon at least ninety (90) days' advance written notice from the Franchising Authority and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with the new grades or lines. If public funds are available to any Person using the Street for the purpose of defraying the cost of any of the foregoing work, the Franchising Authority shall make application for such funds on behalf of the Company. The Company shall be entitled to reimbursement of its costs should any other utility be so compensated as a result of a required protection, alteration, or relocation of its facilities. Notwithstanding the above, the Company shall not be liable for the cost of protecting, altering, or relocating facilities, aerial or underground, where such work is required to accommodate a streetscape, sidewalk, or private development project.

2.4.2 Relocation at Request of Third Party. The Company shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Company may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii) the Company agrees to arrange for such temporary relocation to be accomplished as soon as reasonably practicable, not to exceed ninety (90) days without the prior agreement of the Franchising Authority.

2.4.3 Restoration of Streets. If in connection with construction, operation, maintenance, or repair of the Cable System, the Company disturbs, alters, or damages any Street, the Company agrees that it shall at its own cost and expense restore the Street according to the standards set forth in the Georgia Department of Transportation's Utility Accommodation Policy and Standards Manual. If the Franchising Authority reasonably believes that the Company has not restored the Street appropriately, then the Franchising Authority, after providing ten (10) business days' advance written notice and a reasonable opportunity to cure, may have the Street restored and bill the Company for the cost of restoration.

2.4.4 Trimming of Trees and Shrubbery. The Company shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Company's wires, cables, or other equipment, the cost of which trimming shall not be borne by the Franchising Authority.

2.4.5 Aerial and Underground Construction. If at the time of Cable System construction all of the transmission and distribution facilities of all of the respective public or municipal utilities in the construction area are underground, the Company shall place its Cable System's transmission and distribution facilities underground. At the time of Cable System construction, in any place within the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Company shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground; however, at such time as all existing aerial facilities of the respective public or municipal utilities are placed underground, the Company shall likewise place its facilities underground, subject to the provisions of Section 2.4.1. Company facilities placed underground at the property owner's request in any area where any of the transmission or distribution facilities of the respective public or municipal utilities are aerial shall be installed with the additional expense paid by the property owner. Nothing in this Section 2.4.5 shall be construed to require the Company to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

2.4.6 New Developments. The Franchising Authority shall provide the Company with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer to give the Company access to open trenches for deployment of cable facilities and at least thirty (30) days' written notice of the date of availability of open trenches. Notwithstanding the foregoing, the Company shall not be required to utilize any open trench.

2.4.7 Use of Existing Poles. Where possible, the Company shall attach its facilities to existing utility poles and shall use all reasonable efforts to enter into a pole attachment agreement with the owners of such existing utility poles.

2.5 Change in Franchise Area. In the event that the borders of the Franchise Area change, through annexation or otherwise, the Franchising Authority shall provide to the Company written notice of such change, including an updated map and an electronic list of all addresses in the Franchise Area. Franchise fees on gross revenues earned from Subscribers in annexed areas shall not be payable to the Franchising Authority until sixty (60) days after the Company's receipt of such updated map and electronic list of addresses, and shall not be remitted to the Franchising Authority until the next regularly scheduled quarterly franchise fee payment as provided in Section 4.1.2 below.

SECTION 3

CUSTOMER SERVICE

Customer Service. The Company shall comply in all respects with the requirements set forth in Appendix B. Individual violations of those requirements do not constitute a breach of this Agreement.

SECTION 4

COMPENSATION AND OTHER PAYMENTS

4.1 Compensation to the Franchising Authority. As compensation for the Franchise, the Company shall pay or cause to be paid to the Franchising Authority the amounts set forth in this Section 4.1.

4.1.1 Franchise Fees—Amount. The Company shall pay to the Franchising Authority franchise fees in an amount equal to five percent (5%) of Gross Revenues derived from the operation of the Cable System to provide Cable Services in the Franchise Area.

4.1.2 Franchise Fees—Payment. Payments of franchise fees shall be made on a quarterly basis and shall be remitted not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement.

4.1.3 Company to Submit Franchise Fee Report. The Company shall submit to the Franchising Authority, not later than thirty (30) days after the last day of March, June, September, and December throughout the term of this Agreement, a report setting forth the basis for the computation of Gross Revenues on which the quarterly payment of franchise fees is being made, which report shall enumerate, at a minimum, the following revenue categories: limited and expanded basic video service, digital video service, premium video service, pay-per-view and video-on-demand, equipment, installation and activation, franchise fees, guide, late fees, ad sales, home shopping commissions, and bad debt.

4.1.4 Franchise Fee Payments Subject to Audit; Remedy for Underpayment. No acceptance of any franchise fee payment by the Franchising Authority shall be construed as an accord and satisfaction that the amount paid is in fact the correct amount or a release of any claim that the Franchising Authority may have for further or additional sums payable under this Agreement. The Franchising Authority may conduct an audit no more than once annually to ensure payments in accordance with this Agreement. The audit of the Company's records shall take place at a location, in the State of Georgia, determined by the Company. The Franchising Authority is prohibited from removing any records, files, spreadsheets, or any other documents from the site of the audit. In the event that the Franchising Authority takes notes of any documents, records, or files of the Company for use in the preparation of an audit report, all notes shall be returned to the Company upon completion of the audit. The audit period shall be limited to three (3) years preceding the end of the quarter of the most recent payment. Once the Company has provided information for an audit with respect to any period, regardless of whether the audit was completed, that period shall not again be the subject of any audit.

If, as a result of an audit or any other review, the Franchising Authority determines that the Company has underpaid franchise fees in any twelve (12) month period by ten percent (10%) or more, then, in addition to making full payment of the relevant obligation, the Company shall reimburse the Franchising Authority for all of the reasonable costs associated with the audit or review, including all reasonable out-of-pocket costs for attorneys, accountants, and other consultants. The Franchising Authority shall provide the Company with a written notice of audit results and a copy of the final report presented to the Franchising Authority. The Company shall remit any undisputed amounts owed to the Franchising Authority as the result of the audit within forty-five (45) days, or other mutually acceptable timeframe, after the date of an executed settlement and release agreement.

4.2 Payments Not to Be Set Off Against Taxes or Vice Versa. The parties agree that the compensation and other payments to be made pursuant to this Section 4 are not a tax and are not in the nature of a tax. The Company and the Franchising Authority further agree that the provisions of O.C.G.A. § 36-76-6(h) apply to this Agreement. The Franchising Authority and the Company further agree that no additional business license fees, occupational license fees, or permit fees shall be assessed on the Company related to the provision of services or the operation of the Cable System, nor shall the Franchising Authority levy any other tax, license, fee, or assessment on the Company or its Subscribers that is not generally imposed and applicable to a majority of all other businesses.

4.3 Interest on Late Payments. If any payment required by this Agreement is not actually received by the Franchising Authority on or before the applicable date fixed in this Agreement, the Company shall pay interest thereon, from the due date to the date paid, at a rate of one percent (1%) per month.

4.4 Service to Governmental and Institutional Facilities.

4.4.1 Complimentary Installation and Service. The Company shall, within thirty (30) days of receipt of a written request by the Franchising Authority, provide complimentary standard installation and complimentary Basic Service on one outlet for each public primary or secondary school and public library located within the Franchise Area no more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant. If a public primary or secondary school or public library within the Franchise Area is located more than one hundred twenty-five (125) feet from the nearest point of connection to the distribution plant, the Company shall, within thirty (30) days of receipt of a written request from the Franchising Authority, provide a written estimate for the cost of extending the distribution plant to the school or library, as well as any necessary interior wiring costs.

4.4.2 Government Discounts. The Company may provide a government discount rate if the Franchising Authority requests additional outlets at a public school or public library or requests Cable Service to any other government facility within the Franchise Area.

SECTION 5

COMPLIANCE REPORTS

5.1 Compliance. The Franchising Authority hereby acknowledges that as of the Effective Date, the Company is in material compliance with the terms and conditions of the cable franchise preceding this Agreement and all material laws, rules, and ordinances of the Franchising Authority.

5.2 Reports. Upon written request by the Franchising Authority and subject to Section 631 of the Cable Act, the Company shall promptly submit to the Franchising Authority such information as may be necessary to reasonably demonstrate the Company's compliance with any term or condition of this Agreement.

5.3 File for Public Inspection. Throughout the term of this Agreement, the Company shall maintain and make available to the public those documents required pursuant to the FCC's rules and regulations.

5.4 Treatment of Proprietary Information. The Franchising Authority agrees to treat as confidential, to the maximum extent allowed under the Georgia Open Records Act (O.C.G.A. § 50-18-70, *et seq.*) or other applicable law, any requested documents submitted by the Company to the Franchising Authority that are labeled as "Confidential" or "Trade Secret" prior to submission. In the event that any documents submitted by the Company to the Franchising Authority are subject to a request for inspection or production, including but not limited to a request under the Georgia Open Records Act, the Franchising Authority shall notify the Company of the request as soon as practicable and in any case prior to the release of such information, by email or facsimile to the addresses provided in Section 10.6 of this Agreement, so that the Company may take appropriate steps to protect its interests in the requested records, including seeking an injunction against the release of the requested records. Upon receipt of said notice, the Company may review the requested records in the Franchising Authority's possession and designate as "Confidential" or "Trade Secret" any additional portions of the requested records that contain confidential or proprietary information.

5.5 Emergency Alert System. Company shall install and maintain an Emergency Alert System in the Franchise Area only as required under applicable federal and state laws. Additionally, the Franchising Authority shall permit only those Persons appropriately trained and authorized in accordance with applicable law to operate the Emergency Alert System equipment and shall take reasonable precautions to prevent any use of the Company's Cable System in any manner that results in inappropriate use thereof, or any loss or damage to the Cable System. Except to the extent expressly prohibited by law, the Franchising Authority shall hold the Company and its employees, officers, and assigns harmless from any claims arising out of use of the Emergency Alert System, including but not limited to reasonable attorneys' fees and costs.

SECTION 6

ENFORCEMENT

6.1 Notice of Violation. If the Franchising Authority believes that the Company has not complied with the terms of this Agreement, the Franchising Authority shall first informally discuss the matter with the Company. If discussions do not lead to a resolution of the problem, the Franchising Authority shall notify the Company in writing of the nature of the alleged noncompliance ("Violation Notice").

6.2 Company's Right to Cure or Respond. The Company shall have thirty (30) days from the receipt of the Violation Notice, or any longer period specified by the Franchising Authority, to respond; cure the alleged noncompliance; or, if the alleged noncompliance, by its nature, cannot be cured within thirty (30) days, initiate reasonable steps to remedy the matter and provide the Franchising Authority a projected resolution date in writing.

6.3 Hearing. If the Company fails to respond to the Violation Notice received from the Franchising Authority, or the alleged noncompliance is not remedied within the cure period set forth above, the Franchising Authority's governing body shall schedule a hearing if it intends to continue its investigation into the matter. The Franchising Authority shall provide the Company at least thirty (30) days' prior written notice of the hearing, specifying the time, place, and purpose of the hearing. The Company shall have the right to present evidence and to question witnesses. The Franchising Authority shall determine if the Company has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, the Company may petition for reconsideration before any competent tribunal having jurisdiction over such matters.

6.4 Enforcement. Subject to applicable federal and state law, if after the hearing provided for in Section 6.3, the Franchising Authority determines that the Company is in default of the provisions addressed in the Violation Notice, the Franchising Authority may

(a) seek specific performance;

(b) commence an action at law for monetary damages or seek other equitable relief; or

(c) in the case of a substantial default of a material provision of this Agreement, seek to revoke the Franchise in accordance with subsection 6.5 below.

6.5 Revocation.

6.5.1 After the hearing and determination provided for in Section 6.3 and prior to the revocation or termination of the Franchise, the Franchising Authority shall give written notice to the Company of its intent to revoke the Franchise on the basis of an alleged substantial default of a material provision of this Agreement. The notice shall set forth the exact nature of the alleged default. The Company shall have thirty (30) days from receipt of such notice to submit its written objection to the Franchising Authority or to cure the alleged default. If the Franchising Authority is not satisfied with the Company's response, the Franchising Authority may seek to revoke the Franchise at a public hearing. The Company shall be given at least thirty (30) days' prior written notice of the public hearing, specifying the time and place of the hearing and stating the Franchising Authority's intent to revoke the Franchise.

6.5.2 At the public hearing, the Company shall be permitted to state its position on the matter, present evidence, and question witnesses, after which the Franchising Authority's governing board shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Company within ten (10) business days. The decision of the Franchising Authority's governing board shall be made in writing and shall be delivered to the Company. The Company may appeal such decision to an appropriate court, which shall have the power to review the decision of the Franchising Authority's governing board. The Company may continue to operate the Cable System until all legal appeals procedures have been exhausted.

6.5.3 Notwithstanding the provisions of this Section 6, the Company does not waive any of its rights under federal law or regulation.

6.6 Technical Violations. The parties hereby agree that it is not the Franchising Authority's intention to subject the Company to penalties, fines, forfeiture, or revocation of the Agreement for so-called "technical" breach(es) or violation(s) of the Agreement, where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Franchise Area or where strict performance would result in practical difficulties and hardship to the Company which outweigh the benefit to be derived by the Franchising Authority or Subscribers.

SECTION 7

ASSIGNMENTS AND OTHER TRANSFERS

The Franchise shall be fully transferable to any successor in interest to the Company. A notice of transfer shall be filed by the Company to the Franchising Authority within forty-five (45) days of such transfer. The transfer notification shall consist of an affidavit signed by an officer or general partner of the transferee that contains the following:

(a) an affirmative declaration that the transferee shall comply with the terms and conditions of this Agreement, all applicable federal, state, and local laws, regulations, and ordinances regarding the placement and maintenance of facilities in any public right-of-way that are generally applicable to users of the public right-of-way and specifically including the Georgia Utility Facility Protection Act (O.C.G.A. § 25-9-1, *et seq.*);

(b) a description of the transferee's service area; and

(c) the location of the transferee's principal place of business and the name or names of the principal executive officer or officers of the transferee.

No affidavit shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Company in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation.

SECTION 8

INSURANCE AND INDEMNITY

8.1 Insurance.

8.1.1 Liability Insurance. Throughout the term of this Agreement, the Company shall, at its sole expense, maintain comprehensive general liability insurance, issued by a company licensed to do business in the State of Georgia with a rating of not less than "A minus," and provide the Franchising Authority certificates of insurance demonstrating that the Company has obtained the insurance required in this Section 8.1.1. This liability insurance policy or policies shall be in the minimum amount of One Million Dollars ($1,000,000.00) for bodily injury or death of any one person, One Million Dollars ($1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars ($1,000,000.00) for property damage resulting from any one accident. The policy or policies shall not be canceled except upon thirty (30) days' prior written notice of cancellation to the Franchising Authority.

8.1.2 Workers' Compensation. The Company shall ensure its compliance with the Georgia Workers' Compensation Act.

8.2 Indemnification. The Company shall indemnify, defend, and hold harmless the Franchising Authority, its officers, employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Company's construction, operation, maintenance, or removal of the Cable System, including but not limited to reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Company written notice of its obligation to indemnify and defend the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority. Notwithstanding the foregoing, the Company shall not be obligated to indemnify the Franchising Authority for any damages, liability, or claims resulting from the willful misconduct or negligence of the Franchising Authority or for the Franchising Authority's use of the Cable System.

8.3 Liability and Indemnity. In accordance with Section 635A of the Cable Act, the Franchising Authority, its officials, employees, members, or agents shall have no liability to the Company arising from the regulation of Cable Service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Franchise. Any relief, to the extent such relief is required by any other provision of federal, state, or local law, shall be limited to injunctive relief and declaratory relief.

SECTION 9

PUBLIC, EDUCATION, GOVERNMENT ACCESS

9.1 Channel Capacity. Upon written request by the Franchising Authority, the Company agrees to make available channel capacity no later than twelve (12) months after receipt of a written request, up to one (1) fully dedicated Channel position, on the digital tier, to be designated for non-commercial, non-revenue generating public, educational, or governmental ("PEG") access purposes. Unused time on the PEG Channel position may be utilized by the Company subject to terms to be mutually agreed upon by the Company and the Franchising Authority.

9.2 Programming Obligations. The Franchising Authority certifies and commits to maintain fifteen (15) hours per month of non-duplicative original programming on the activated PEG Channel position throughout the term of the Agreement. Should the Franchising Authority fail to maintain the prescribed fifteen (15) hours of programming per month for any period of three (3) consecutive months on any PEG Channel, the Company may reclaim that Channel position for its own use. For purposes of this Agreement, original programming includes programming produced specifically for, about, or by the City of South Fulton. Character-generated messages, video bulletin board messages, traffic cameras, or other passively produced content shall not count towards the programming obligations of this Agreement.

9.3 Channel Positions. At any time during the term of this Agreement and at the Company's sole option and discretion, the Company may (i) change the transmission technology by which PEG access programming is delivered to Subscribers, provided, however, that the quality of PEG access programming transmitted over the Cable System to Subscribers is of a quality comparable to that which was delivered to the Company by the PEG programmer, or (ii) relocate any PEG programming to a Channel position on its lowest digital tier service delivered to all of the Company's Subscribers. The Company shall notify the Franchising Authority at least thirty (30) days in advance of such changes.

9.4 Interconnection with Other Cable and Video Service Providers. Upon written request of the Franchising Authority, the Company shall interconnect with other cable and video systems in the Franchise Area as required by O.C.G.A. § 36-76-8(i). This subsection 9.4 shall not be construed to mean that the Company is responsible for any costs of said interconnection.

9.5 Ownership. The Company does not relinquish its ownership of its ultimate right of control over a Channel position by designating it for PEG access use. A PEG access user, whether such user is an individual, educational, or governmental user, acquires no property or other interest in the Channel position by virtue of the use of a Channel position so designated.

9.6 Equipment. It shall be the sole responsibility of the Franchising Authority to obtain, provide, and maintain any equipment necessary to produce and cablecast PEG programming over the Cable System. The Company shall not be responsible for obtaining, providing, or maintaining any such equipment.

9.7 No Liability. The Company shall have no liability nor shall it be required to provide indemnification to the Franchising Authority for PEG programming cablecast over the Cable System.

SECTION 10

MISCELLANEOUS

10.1 Controlling Authorities. This Agreement is made with the understanding that its provisions are controlled by the Cable Act, other federal laws, state laws, and all applicable local laws, ordinances, and regulations. To the extent such local laws, ordinances, or regulations clearly conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail, except where such conflict arises from the Franchising Authority's lawful exercise of its police powers.

10.2 Appendices. The Appendices to this Agreement and all portions thereof are, except as otherwise specified in this Agreement, incorporated by reference in and expressly made a part of this Agreement.

10.3 Enforceability of Agreement; No Opposition. By execution of this Agreement, the Company and the Franchising Authority acknowledge the validity of the terms and conditions of this Agreement under applicable law in existence on the Effective Date and pledge that they will not assert in any manner at any time or in any forum that this Agreement, the Franchise, or the processes and procedures pursuant to which this Agreement was entered into and the Franchise was granted are not consistent with the applicable law in existence on the Effective Date.

10.4 Governmental Powers. The Franchising Authority expressly reserves the right to exercise the full scope of its powers, including both its police power and contracting authority, to promote the public interest and to protect the health, safety, and welfare of the citizens of the City of South Fulton, Georgia.

10.5 Entire Agreement. This Agreement, including all Appendices, embodies the entire understanding and agreement of the Franchising Authority and the Company with respect to the subject matter hereof and merges and supersedes all prior representations, agreements, and understandings, whether oral or written, between the Franchising Authority and the Company with respect to the subject matter hereof, including without limitation all prior drafts of this Agreement and any Appendix to this Agreement, and any and all written or oral statements or representations by any official, employee, agent, attorney, consultant, or independent contractor of the Franchising Authority or the Company. All ordinances or parts of ordinances or other agreements between the Company and the Franchising Authority that are in conflict with the provisions of this Agreement are hereby declared invalid and superseded.

10.6 Notices. All notices shall be in writing and shall be sufficiently given and served upon the other party by first class mail, registered or certified, return receipt requested, postage prepaid; by third-party commercial carrier; or via facsimile (with confirmation of transmission) and addressed as follows:

THE FRANCHISING AUTHORITY:

City of South Fulton
Attn: City Manager
5440 Fulton Industrial Boulevard
Atlanta, Georgia 30336

COMPANY:

Comcast of Georgia/Michigan, LP

Attn: Vice President, External Affairs

6200 The Corners Parkway, Suite 200

Norcross, Georgia 30092

With a copy to: Comcast Cable Communications, LLC
Attn: Vice President, Government Affairs
600 Galleria Parkway, Suite 1100
Atlanta, Georgia 30339

And: Comcast Cable Communications, LLC
Attn: Legal Dept.
One Comcast Center
Philadelphia, Pennsylvania 19103

10.7 Additional Representations and Warranties. In addition to the representations, warranties, and covenants of the Company to the Franchising Authority set forth elsewhere in this Agreement, the Company represents and warrants to the Franchising Authority and covenants and agrees (which representations, warranties, covenants and agreements shall not be affected or waived by any inspection or examination made by or on behalf of the Franchising Authority) that, as of the Effective Date:

10.7.1 Organization, Standing, and Authorization. The Company is a limited partnership validly existing and in good standing under the laws of the State of California and is duly authorized to do business in the State of Georgia and in the Franchise Area.

10.7.2 Compliance with Law. The Company, to the best of its knowledge, has obtained all government licenses, permits, and authorizations necessary for the operation and maintenance of the Cable System.

10.8 Maintenance of System in Good Working Order. Until the termination of this Agreement and the satisfaction in full by the Company of its obligations under this Agreement, in consideration of the Franchise, the Company agrees that it will maintain all of the material properties, assets, and equipment of the Cable System, and all such items added in connection with any upgrade, in good repair and proper working order and condition throughout the term of this Agreement.

10.9 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted transferees, and assigns. All of the provisions of this Agreement apply to the Company, its successors, and assigns.

10.10 No Waiver; Cumulative Remedies. No failure on the part of the Franchising Authority or the Company to exercise, and no delay in exercising, any right or remedy hereunder including without limitation the rights and remedies set forth in this Agreement, shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other right or remedy, all subject to the conditions and limitations established in this Agreement. The rights and remedies provided in this Agreement including without limitation the rights and remedies set forth in Section 6 of this Agreement, are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Agreement shall impair any of the rights or remedies of the Franchising Authority or Company under applicable law, subject in each case to the terms and conditions of this Agreement.

10.11 Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions of this Agreement, which shall continue in full force and effect.

10.12 No Agency. The Company shall conduct the work to be performed pursuant to this Agreement as an independent entity and not as an agent of the Franchising Authority.

9.13 Governing Law. This Agreement shall be deemed to be executed in the City of South Fulton, Georgia, and shall be governed in all respects, including validity, interpretation, and effect, by and construed in accordance with the laws of the State of Georgia, as applicable to contracts entered into and to be performed entirely within that state.

10.14 Claims Under Agreement. The Franchising Authority and the Company, agree that, except to the extent inconsistent with Section 635 of the Cable Act (47 U.S.C. § 555), any and all claims asserted by or against the Franchising Authority arising under this Agreement or related thereto shall be heard and determined either in a court of the United States located in Georgia ("Federal Court") or in a court of the State of Georgia of appropriate jurisdiction ("Georgia State Court"). To effectuate this Agreement and intent, the Company agrees that if the Franchising Authority initiates any action against the Company in Federal Court or in Georgia State Court, service of process may be made on the Company either in person or by registered mail addressed to the Company at its offices as defined in Section 10.6, or to such other address as the Company may provide to the Franchising Authority in writing.

10.15 Modification. The Company and Franchising Authority may at any time during the term of this Agreement seek a modification, amendment, or waiver of any term or condition of this Agreement. No provision of this Agreement nor any Appendix to this Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Company, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution, letter of agreement, or order by the Franchising Authority, as required by applicable law.

10.16 Delays and Failures Beyond Control of Company. Notwithstanding any other provision of this Agreement, the Company shall not be liable for delay in performance of, or failure to perform, in whole or in part, its obligations pursuant to this Agreement due to strike, war or act of war (whether an actual declaration of war is made or not), insurrection, riot, act of public enemy, accident, fire, flood or other act of God, technical failure, sabotage, or other events, where the Company has exercised all due care in the prevention thereof, to the extent that such causes or other events are beyond the control of the Company and such causes or events are without the fault or negligence of the Company. In the event that any such delay in performance or failure to perform affects only part of the Company's capacity to perform, the Company shall perform to the maximum extent it is able to do so and shall take all steps within its power to correct such cause(s). The Company agrees that in correcting such cause(s), it shall take all reasonable steps to do so in as expeditious a manner as possible. The Company shall promptly notify the Franchising Authority in writing of the occurrence of an event covered by this Section 10.16.

10.17 Duty to Act Reasonably and in Good Faith. The Company and the Franchising Authority shall fulfill their obligations and exercise their rights under this Agreement in a reasonable manner and in good faith. Notwithstanding the omission of the words "reasonable," "good faith," or similar terms in the provisions of this Agreement, every provision of this Agreement is subject to this section.

10.18 Contractual Rights Retained. Nothing in this Agreement is intended to impair the contractual rights of the Franchising Authority or the Company under this Agreement.

10.19 No Third-Party Beneficiaries. Nothing in this Agreement, or any prior agreement, is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of such agreements or Franchise.

IN WITNESS WHEREOF, the party of the first part, by its Mayor, thereunto duly authorized by the City Council of said Franchising Authority, has caused the corporate name of said Franchising Authority to be hereunto signed and the corporate seal of said Franchising Authority to be hereunto affixed, and the Company, the party of the second part, by its officers thereunto duly authorized, has caused its name to be hereunto signed and its seal to be hereunto affixed as of the date and year first above written.

City of South Fulton, Georgia

By: ______________________

Name: William "Bill" Edward

Title: Mayor

(Seal)

Attest: ______________________
Mark Massey, City Clerk

Date: 6/27/2017

CITY OF SOUTH FULTON
SEAL
2017
GEORGIA

Comcast of Georgia/Michigan, LP

By: ______________________

Name: Douglas R. Guthrie

Title: Regional Senior Vice President

Attest: ______________________

Date: 7/10/2017

APPENDIX A

DEFINED TERMS

For purposes of the Agreement to which this Appendix A is appended, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

"**Agreement**" means the Agreement to which this Appendix A is appended, together with all Appendices attached thereto and all amendments or modifications thereto.

"**Basic Service**" means any service tier that includes the retransmission of local television broadcast Signals and any equipment or installation used in connection with Basic Service.

"**Cable Act**" means Title VI of the Communications Act of 1934 as amended, 47 U.S.C. § 521, *et seq.*

"**Cable Service**" means the one-way transmission to Subscribers of Video Programming or other programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service. "Cable Service" does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. §332(d).

"**Cable Service Provider**" or "**CSP**" means any person or group of persons (A) who provides Cable Service over a Cable System and directly or through one or more affiliates owns a significant interest in such Cable System, or (B) who otherwise controls or is responsible for, through any arrangement, the management and operation of such a Cable System.

"**Cable System**" means a facility, consisting of a set of closed transmission paths and associated Signal generation, reception, and control equipment, that is designed to provide Cable Service, which includes Video Programming and which is provided to multiple Subscribers within a community, but "Cable System" does not include:

(A) a facility that serves only to retransmit the television Signals of one (1) or more television broadcast stations;

(B) a facility that serves Subscribers without using any public right-of-way as defined herein;

(C) a facility of a common carrier which is subject, in whole or in part, to the provisions of 47 U.S.C. §§201–276, except that such facility shall be considered a Cable System, other than for purposes of 47 U.S.C. § 541(c), to the extent such facility is used in the transmission of Video Programming directly to Subscribers, unless the extent of such use is solely to provide interactive on-demand services;

(D) an open video system that complies with 47 U.S.C. § 573; or

(E) any facilities of any electric utility used solely for operating its electric utility system.

"**Channel**" means a "cable channel" or "channel" as defined in 47 U.S.C. § 522(4).

"**Company**" means Comcast of Georgia/Michigan, LP, a limited partnership validly existing under the laws of the State of California, or lawful successor, transferee, designee, or assignee thereof.

"**FCC**" means the Federal Communications Commission, its designee, or any successor thereto.

"**Franchise Area**" means the incorporated areas of the City of South Fulton, Georgia, including any areas annexed by the Franchising Authority during the term of the Franchise.

"**Franchising Authority**" means the City of South Fulton, Georgia, or lawful successor, transferee, designee, or assignee thereof.

"**Gross Revenues**" means all revenues received from Subscribers for the provision of Cable Service or Video Service, including franchise fees for Cable Service Providers and Video Service Providers and advertising and home shopping services, and shall be determined in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall not include:

(A) amounts billed and collected as a line item on the Subscriber's bill to recover any taxes, surcharges, or governmental fees that are imposed on or with respect to the services provided or measured by the charges, receipts, or payments therefore; provided, however, that for purposes of this definition of "Gross Revenue," such tax, surcharge, or governmental fee shall not include any ad valorem taxes, net income taxes, or generally applicable business or occupation taxes not measured exclusively as a percentage of the charges, receipts, or payments for services to the extent such charges are passed through as a separate line item on Subscriber's bills;

(B) any revenue not actually received, even if billed, such as bad debt;

(C) any revenue received by any affiliate or any other person in exchange for supplying goods or services used by the provider to provide Cable or Video Programming;

(D) any amounts attributable to refunds, rebates, or discounts;

(E) any revenue from services provided over the network that are associated with or classified as non-Cable or non-Video Services under federal law, including without limitation revenues received from telecommunications services, information services other than Cable or Video Services, Internet access services, directory or Internet advertising revenue including without limitation yellow pages, white pages, banner advertisements, and electronic publishing advertising. Where the sale of any such non-Cable or non-Video Service is bundled with the sale of one or more Cable or Video Services and sold for a single non-itemized price, the term "Gross Revenues" shall include only those revenues that are attributable to Cable or Video Services based on the provider's books and records, such revenues to be allocated in a manner consistent with generally accepted accounting principles;

(F) any revenue from late fees not initially booked as revenues, returned check fees or interest;

(G) any revenue from sales or rental of property, except such property as the Subscriber is required to buy or rent exclusively from the Cable or Video Service Provider to receive Cable or Video Service;

(H) any revenue received from providing or maintaining inside wiring;

(I) any revenue from sales for resale with respect to which the purchaser is required to pay a franchise fee, provided the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect thereto; or

(J) any amounts attributable to a reimbursement of costs including but not limited to the reimbursements by programmers of marketing costs incurred for the promotion or introduction of Video Programming.

"**Person**" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not mean the Franchising Authority.

"**Signal**" means any transmission of radio frequency energy or of optical information.

"**Streets**" means the surface of, and the space above and below, any and all streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, docks, bulkheads, wharves, piers, public grounds, and public places or waters within and belonging to the Franchising Authority and any other property within the Franchise Area to the extent to which there exist public easements or public rights-of-way.

"**Subscriber**" means any Person lawfully receiving Video Service from a Video Service Provider or Cable Service from a Cable Service Provider.

"**Video Programming**" means programming provided by or generally considered comparable to programming provided by a television broadcast station, as set forth in 47 U.S.C. § 522(20).

"**Video Service**" means the provision of Video Programming through wireline facilities located at least in part in the public rights-of-way without regard to delivery technology, including Internet protocol technology. This definition does not include any Video Programming provided by a commercial mobile service provider as defined in 47 U.S.C. § 332(d) or Video Programming provided as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public Internet.

"**Video Service Provider**" or "**VSP**" means an entity providing Video Service as defined herein, but does not include a Cable Service Provider.

APPENDIX B

CUSTOMER SERVICE STANDARDS

Code of Federal Regulations
Title 47, Volume 4, Parts 70 to 79
Revised as of October 1, 1998
From the U.S. Government Printing Office via GPO Access
47 C.F.R. § 76.309
Page 561–63

TITLE 47—TELECOMMUNICATION
CHAPTER I—FEDERAL COMMUNICATIONS COMMISSION
PART 76—CABLE TELEVISION SERVICE
Subpart H—General Operating Requirements

§ 76.309 Customer service obligations.

(a) A cable franchise authority may enforce the customer service standards set forth in paragraph (c) of this section against cable operators. The franchise authority must provide affected cable operators ninety (90) days written notice of its intent to enforce the standards.

(b) Nothing in this rule should be construed to prevent or prohibit:

(1) A franchising authority and a cable operator from agreeing to customer service requirements that exceed the standards set forth in paragraph (c) of this section;

(2) A franchising authority from enforcing, through the end of the franchise term, pre-existing customer service requirements that exceed the standards set forth in paragraph (c) of this section and are contained in current franchise agreements;

(3) Any State or any franchising authority from enacting or enforcing any consumer protection law, to the extent not specifically preempted herein; or

(4) The establishment or enforcement of any State or municipal law or regulation concerning customer service that imposes customer service requirements that exceed, or address matters not addressed by the standards set forth in paragraph (c) of this section.

(c) Effective July 1, 1993, a cable operator shall be subject to the following customer service standards:

(1) Cable system office hours and telephone availability—

(i) The cable operator will maintain a local, toll-free or collect call telephone access line which will be available to its subscribers 24 hours a day, seven days a week.

(A) Trained company representatives will be available to respond to customer telephone inquiries during normal business hours.

(B) After normal business hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after normal business hours must be responded to by a trained company representative on the next business day.

(ii) Under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under normal operating conditions, measured on a quarterly basis.

(iii) The operator will not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

(iv) Under normal operating conditions, the customer will receive a busy signal less than three (3) percent of the time.

(v) Customer service center and bill payment locations will be open at least during normal business hours and will be conveniently located.

(2) Installations, outages and service calls. Under normal operating conditions, each of the following four standards will be met no less than ninety five (95) percent of the time measured on a quarterly basis:

(i) Standard installations will be performed within seven (7) business days after an order has been placed. "Standard" installations are those that are located up to 125 feet from the existing distribution system.

(ii) Excluding conditions beyond the control of the operator, the cable operator will begin working on "service interruptions" promptly and in no event later than 24 hours after the interruption becomes known. The cable operator must begin actions to correct other service problems the next business day after notification of the service problem.

(iii) The "appointment window" alternatives for installations, service calls, and other installation activities will be either a specific time or, at maximum, a four-hour time block during normal business hours. (The operator may schedule service calls and other installation activities outside of normal business hours for the express convenience of the customer.)

(iv) An operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment.

(v) If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer will be contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the customer.

(3) Communications between cable operators and cable subscribers—

(i) Notifications to subscribers—

(A) The cable operator shall provide written information on each of the following areas at the time of installation of service, at least annually to all subscribers, and at any time upon request:

(1) Products and services offered;

(2) Prices and options for programming services and conditions of subscription to programming and other services;

(3) Installation and service maintenance policies;

(4) Instructions on how to use the cable service;

(5) Channel positions programming carried on the system; and,

(6) Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

(B) Customers will be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by paragraph (c)(3)(i)(A) of this section. Notwithstanding any other provision of Part 76, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

(ii) Billing—

(A) Bills will be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills will also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

(B) In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within 30 days.

(iii) Refunds—Refund checks will be issued promptly, but no later than either—

(A) The customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier, or

(B) The return of the equipment supplied by the cable operator if service is terminated.

(iv) Credits—Credits for service will be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

(4) Definitions—

(i) Normal business hours—The term "normal business hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, "normal business hours" must include some evening hours at least one night per week and/or some weekend hours.

(ii) Normal operating conditions—The term "normal operating conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

(iii) Service interruption—The term "service interruption" means the loss of picture or sound on one or more cable channels.

[58 FR 21109, Apr. 19, 1993, as amended at 61 FR 18977, Apr. 30, 1996]

STATE OF GEORGIA
COUNTY OF FULTON
CITY OF SOUTH FULTON

RESOLUTION: 2017-030

RESOLUTION NO. 2017-030

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF CERTAIN SERVICES BETWEEN FULTON COUNTY, GEORGIA AND THE CITY OF SOUTH FULTON, GEORGIA

WHEREAS, Fulton County, Georgia (the "County") is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of South Fulton (the "City") is a municipality created by the 2016 Georgia General Assembly pursuant to House Bill 514 (the "City Charter"); and

WHEREAS, City residents are County residents, and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, the City Charter provides the City with a twenty-four (24) month transition period starting from November 15, 2016 before it must assume and exercise all powers of a municipality; and

WHEREAS, Section 7.16(b) of the City Charter provides that "during such transition period, Fulton County shall continue to provide within the territorial limits of the City of South Fulton all government services and functions which Fulton County provided in that area during 2016 and at the same actual cost, except to the extent otherwise provided in this section;" and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, O.C.G.A. § 36-31-8 provides a constitutional, statutory exception to Article IX, § 2, ¶ 3 of the Georgia Constitution and establishes a twenty-four (24) month transition period where the County shall continue to provide government services and functions in the territory of the new city until the end of the transition period, or until the City assumes the provision of services; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement for the County to provide various services within the boundaries of South Fulton for a period not to exceed November 30, 2018;

BE IT HEREBY RESOLVED by the Mayor and City Council that:

1. The aforesaid recitals are not mere recitals, but are material portions of this Resolution.

2. The Mayor is authorized to enter into the following Intergovernmental Agreement for the Provision of Certain Services between Fulton County, Georgia and The City of South Fulton, Georgia, which has been negotiated by the Interim City Manager and the Interim City Attorney and is attached as an exhibit to this resolution.

The foregoing Resolution No. **2017-030** was offered by Councilmember **Willis**, who moved its approval. The motion was seconded by Councilmember **Baker**, and being put to a vote, the result was as follows:

	AYE	NAY
William "Bill" Edwards, Mayor		
Catherine Foster Rowell, Mayor Pro Tem	√	
Carmalitha Lizandra Gumbs	√	
Helen Zenobia Willis	√	
Gertrude Naeema Gilyard	√	
Rosie Jackson	√	
khalid kamau	√	
Mark Baker	√	

THIS RESOLUTION adopted this 27th day of June 2017. **CITY OF SOUTH FULTON, GEORGIA**

WILLIAM "BILL" EDWARDS, MAYOR

ATTEST:

MARK MASSEY, CITY CLERK

CITY OF SOUTH FULTON SEAL 2017 GEORGIA

APPROVED AS TO FORM:

JOSH BELINFANTE, INTERIM CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF CERTAIN SERVICES between FULTON COUNTY, GEORGIA and THE CITY OF SOUTH FULTON, GEORGIA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), by and between Fulton County, Georgia ("County") and the City of South Fulton, Georgia ("City") entered into effective as of the 1st day of May, 2017.

WHEREAS, Fulton County, Georgia is a constitutionally created political subdivision of the State of Georgia; and

WHEREAS, the City of South Fulton is a municipality created by the 2016 Georgia General Assembly pursuant to House Bill 514; and

WHEREAS, City residents are County residents, and the County and the City desire to maintain a mutually beneficial, efficient and cooperative relationship that will promote the interests of the citizens of both jurisdictions; and

WHEREAS, H.B. 514 provides that the initial mayor and councilmembers of the City will be chosen by voters on March 21, 2017, and in the April 18, 2017 runoff elections, and that the elected mayor and councilmembers shall take office immediately following their election and may act by a quorum starting on or prior to May 1, 2017 to meet and take actions that will be binding on the City; and

WHEREAS, H.B. 514 provides South Fulton with a twenty-four (24) month transition period starting from November 15, 2016 before it must assume and exercise all powers of a municipality; and

WHEREAS, Section 7.16(b) of H.B. 514 provides that "during such transition period, Fulton County shall continue to provide within the territorial limits of the City of South Fulton all government services and functions which Fulton County provided in that area during 2016 and at the same actual cost, except to the extent otherwise provided in this section;" and

WHEREAS, the Georgia Constitution, Article IX, § 2, ¶ 3, except as otherwise provided by law, prohibits cities and counties from exercising governmental authority within each other's boundaries except by Intergovernmental Agreement; and

WHEREAS, O.C.G.A. § 36-31-8 provides a constitutional, statutory exception to Article IX, § 2, ¶ 3 of the Georgia Constitution and establishes a twenty-four (24) month transition period where the County shall continue to provide government services and functions in the territory of the new city until the end of the transition period, or until the City assumes the provision of services;

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement (the " IGA") for the County to provide various services within the boundaries of South Fulton for a period not to exceed November 30, 2018; and

WHEREAS, the IGA establishes the monthly cost of services to be provided by the County to the City pursuant to that Agreement; and

WHEREAS, both the County and the City have authorized the execution of this Intergovernmental Agreement through appropriate Resolutions adopted by their respective governing bodies.

NOW THEREFORE, in consideration of the following mutual obligations, the County and City agree as follows:

ARTICLE 1
PURPOSE AND INTENT

1.1 The purpose of this Agreement is to provide for the orderly transition of the municipal services from Fulton County to the newly created City.

1.2 Code Section 36-31-8 obligates the County to continue to provide services to the City residents during the two year transition period, and it obligates the City to pay for the services at actual costs.

1.3 This IGA represents the City's request to purchase municipal services from the County, and the County agrees to provide the City with any of the services specified herein pursuant to the terms and conditions of this Agreement.

1.4 The County and City shall each cooperate with the other to the fullest extent necessary to fully effectuate the intent and purpose of this Agreement, and shall, upon reasonable request, make available to each other for review or inspection any and all documents, accounts, and other records necessary for the performance of this Agreement.

ARTICLE 2

POWERS AND DUTIES

In furtherance of the public purposes of this Agreement, the County and City hereby represent and warrant to each other the following:

2.1 Authority. Each party hereto expressly represents and warrants that (i) it has the power to make, deliver and perform this Agreement, and has taken all necessary action to authorize the execution, delivery and performance of this Agreement; (ii) this Agreement when executed will be legally binding upon the parties and enforceable in accordance with the terms hereof; and

(iii) no further consent or approval of any other party not specifically mentioned herein is required in connection with the execution, delivery, performance, validity and enforcement of this Agreement, unless where required by law. Without limiting the generality of the foregoing, each party hereby expressly acknowledges and represents that it has officially adopted and otherwise approved this Agreement at a meeting of its governing authority in accordance with the Constitution and laws of the State of Georgia, to include, without limitation, the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et seq., O.C.G.A. § 31-3-1 et seq., and H.B. 514. To the knowledge of the County and the City, there are no actions, suits or proceedings pending or threatened, in any court or before any governmental authority, domestic or foreign against, by or affecting the County or City which affect or question the validity or enforceability of this Agreement or of any action taken by the County or the City under this Agreement.

2.2 Public Purpose. This Agreement and the services contemplated herein are for the public welfare and benefit and are undertaken in accordance with the laws and Constitution of the State of Georgia. Without limiting the foregoing, the parties specifically and expressly warrant and represent, and do hereby find, that this Agreement (i) pertains to the provision of services and activities which the parties are by law authorized to undertake and provide; (ii) is otherwise authorized under the Intergovernmental Contracts Clause of the Georgia Constitution of 1983, Art. IX, Sec. III, Par. I(a); (iii) does not authorize the creation of new debt as contemplated by Ga. Const. of 1983, Art. IX, Sec. V. Par. I(a); and (iv) does not violate O.C.G.A. § 36-30-3(a) or otherwise prevent free legislation by any party in matters of government, and shall be binding and enforceable against the parties and their successors during the term hereof in accordance with its terms.

2.3 No Conflicting Agreements. The execution, delivery and performance of this Agreement will not violate or contravene any contract, undertaking, instrument or other agreement to which the County or the City is a party or which purports to be binding upon said parties. Furthermore, the execution, delivery and performance of this Agreement does not violate the provisions of any party's enabling legislation or Code of Ordinances, or any statutory or decisional laws of the State of Georgia regarding similarly situated boards of health in the State of Georgia or political subdivisions of said State. The representations and warranties contained in this Article shall be true and correct as of the date hereof and such representations and warranties, and the obligation of the County and the City to perform their respective obligations under this Agreement shall be expressly conditioned upon said representations and warranties being true and correct on the date hereof. Furthermore, each party hereto specifically acknowledges and agrees that it shall be forever estopped from making any claim, counterclaim, assertion, or other argument of any kind against the other party contrary to the representations and warranties set forth in this section.

ARTICLE 3

COMPENSATION

3.1 The services provided under this contract will be provided at a monthly cost that is equivalent to one twelfth (1/12) of the County's 2016 budgeted cost of providing the services to the unincorporated area of the County for the particular service selected plus all allocated administrative costs for said services. This budgeted cost is deemed to be the equivalent of the actual costs incurred by the County for these services. Said fee shall be the Monthly Service Fee. A schedule of the said Monthly Service Fee by department service area is attached as Attachment 1.

3.2 With the exception of services provided for May 2017, June 2017 and July 2017, the County will provide a monthly invoice to the City for the services that are selected to be provided, pursuant to the terms of this Agreement, by the 15th of the month prior to the month for which the services will be provided. Payment will be due by the 15th day of the following month. If the 15th falls on a weekend or recognized State holiday, then payment shall be due on the next business day. Payments must be made by electronic funds transfer to the County's account. The County's Chief Financial Officer shall provide the wiring instructions for the transfer to the City with the first invoice for payment. A failure to remit the payment pursuant to the payment dates required herein shall be a breach of this Agreement and an Event of Default pursuant to Article 5.

3.3 For the months of May 2017, June 2017 and July 2017, the County will forward invoices for these months by August 7, 2017. The City will pay one half of the total amount of the invoices described in this paragraph on or before the 30th of September, 2017. The remaining balance of the amounts owed for May through July 2017 shall be paid on a pro-rata basis over the 3 month period commencing in October 2017 through December 2017. Failure to remit the payments described herein shall be a breach of this Agreement and an Event of Default.

3.4 In the event that the City requests services beyond those provided or procured by the County from parties that are not a party to this Agreement, and County funds are required to pay contractors, vendors, and others for the performance of those other services, and the County agrees to do so, the City agrees to reimburse the County within thirty (30) days of the request for the additional services or procurements.

3.5 In the event that the City requests termination of a particular service, due to the City transitioning the responsibility for providing that service from the County to the City prior to the end of the term of this Agreement, the City agrees to pay the total amount due and outstanding for that particular service through the effective date of the termination of that service, within fifteen (15) days of the effective date of the termination.

3.6 This Article shall be construed together with Article 31, and if there is any conflict between this Article and Article 31, the Parties agree that Article 31 shall control.

ARTICLE 4

TERM

4.1 The term of this Agreement for services is for a period not to exceed twenty four (24) months, commencing May 1, 2017 at midnight and concluding, at the latest, at midnight on November 30, 2018. As the City transitions individual services from the County prior to the end of the term of this Agreement, the City will be solely responsible for providing said services within its boundaries. All of the services to be provided by the County pursuant to this

Agreement shall be transitioned from the County by the conclusion of the term of this Agreement and the City shall be solely responsible for providing said services within its boundaries, unless certain services are extended by an agreement approved by both governing bodies.

4.2 Upon the receipt of a minimum of thirty (30) days' prior notice to the County, the City may remove or terminate specific services obtained pursuant to this Agreement or terminate this Agreement. In order to insure the safety of the public and to ensure a smooth transition in the delivery of police and fire services, the period of time required for termination of police and fire services to be provided herein by the County shall be a minimum of one hundred and eighty (180) days. In the case of police and fire services, the City shall also provide the County with a written plan describing how the City plans to accomplish the tasks required to create a new police and fire department and the projected time frame for the completion of each task. Upon transmittal of a notice of termination, the City shall immediately be obligated to pay for all services rendered prior to the effective date of the termination and remit payment in full for all sums due from the City for said terminated service(s) within fifteen (15) days of the effective date of the termination.

4.3 Termination.

4.3.1. Termination Without Cause. The parties may mutually agree to terminate this Agreement without cause, with the consent and approval of the governing body of each party.

4.3.2 Termination for Cause. The parties agree to resort to the remedies set forth in paragraphs 5.3 and 5.4, in lieu of termination of the Agreement for cause.

4.3.3 In the event of a termination under any provision contained herein, the City shall immediately be obligated to pay for all services rendered prior to the effective date of the termination and remit payment in full for all sums due from the City for said terminated service(s) within fifteen (15) days of the effective date of the termination.

ARTICLE 5

5.0 Event of Default

5.1 An event of default shall mean a material breach of this Agreement by the County as follows:

5.1.1 Failure to provide the services as specified in this Agreement, which the parties intend to be at the level provided for in the 2016 County Budget.

5.1.2 Repeated disregard of priorities established by the City Manager which the County is required to observe by this Agreement and which have been communicated in writing by action of the City Council to the County on more than one occasion.

5.1.3 The County consistently fails to meet the levels of service outlined in any article of this Agreement, which failure has been communicated in writing by action of the City Council to County through the contacts referenced in Article 34 herein, on more than one occasion.

5.2 An event of default shall mean a material breach of this Agreement by the City as follows:

5.2.1 Repeated violations of the lease-swap provisions and restrictions contained in Article 30.2 herein which the City is required to observe by this Agreement and which have been communicated in writing by action of the County to the City on more than one occasion.

5.2.2 Non-payment of the Monthly Service Fees and other payments required of the City within the time frame required by this Agreement.

5.3 Notwithstanding anything to the contrary contained herein, in the event of a material breach as defined herein, in addition to any other financial obligations imposed on the City by this Agreement, the City shall be obligated to pay interest at the rate of one and one half percent (1.5%) per month on the amount of the outstanding payment, plus any and all costs of collection including court costs and reasonable attorneys' fees actually incurred.

5.4 <u>Remedies</u>

5.4.1 It is hereby stipulated and agreed between the parties that, with respect to any claim or action brought by a third party and arising out of the activities described in this Agreement, each party shall only be liable for payment of that portion of any and all liability, costs, expenses, demands, settlements, or judgments resulting from the negligence, actions, or omissions of its own agents, officers, and employees. Either party may self-fund its obligations under this Agreement. The City shall procure insurance to cover its obligations under this Agreement and add the County as an additional insured to said policy. However, nothing herein shall be construed as a waiver of any party's sovereign immunity or the immunities available to the officials, officers and employees of the parties.

5.4.2 In the event of a breach or an attempted or threatened breach of any provisions of this Agreement, the parties agree that the remedies at law available to enforce this Agreement would in all likelihood be inadequate and, therefore, the provisions of this Agreement may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of either party to a court in Fulton County having jurisdiction over such dispute. Before any legal action is initiated, the parties agree to proceed to mediation as mandated in Article 5.3.3 below. During the course of any mediation required by this Article 5.3.2, the County shall continue to provide services required by this Agreement. The remedies herein are in addition to all other remedies available under law, including the termination provisions of this Agreement. Unless agreed to by the parties at mediation, the prevailing party shall be awarded their mediation fees, attorneys' fees, and costs as a part of any mediation award.

5.4.3 Should any dispute arise under or about this Agreement (including, but not limited to, disputes pertaining to the interpretation of any term or provision of this Agreement, the type of program, activity, service, or action that is intended or contemplated hereunder, or the manner or level in which any program, service, activity, or other action intended or contemplated hereunder is provided or undertaken) and the parties are not able to work out such dispute between themselves, the dispute shall be submitted to mediation in Fulton County. During this time, this Agreement may not be terminated unless both parties agree. The parties' sole and exclusive relief and remedy (absent mutual agreement to terminate, modify, or amend the Agreement) for any dispute arising under this Agreement or for any breach of any term, provision, or covenant hereof shall be the enforcement of the provisions and terms of this Agreement by a mandatory or prohibitory injunction or decree of specific performance through a court in Fulton County having jurisdiction over such a dispute. The prevailing party shall be awarded their reasonable attorneys' fees actually incurred, expenses of litigation, and costs as a part of any judicial order.

5.4.4 Should the County or City believe that the other party has breached, is breaching, or has attempted or threatened to breach any of the non-monetary provisions or terms of this Agreement, the non-breaching party, prior to seeking any judicial, administrative, or other formal enforcement of the provisions and terms of this Agreement must give notice of such breach and/or potential or threatened breach to the other party. The non-breaching party shall provide a thirty (30) day opportunity to cure or correct such breach or cease the activities that are causing a breach and/or giving rise to a potential or threatened breach. If the breach and/or potential or threatened breach specified in such notice is cured within said thirty (30) day period, then such notice shall be deemed withdrawn, and no cause of action or right to seek enforcement of the breach and/or potential or threatened breach specified in such notice shall be deemed to exist. No right to cure period shall apply to any payment obligation or monetary provision contained herein.

ARTICLE 6

PERSONNEL

If the City desires to utilize the County to provide services pursuant to this Agreement, the following provisions shall apply:

6.1 Each assigned County employee will remain a full-time regular employee of Fulton County; will remain on the County's payroll; will remain subject to the County's general personnel administration; and will continue to receive compensation and benefits from the County, which will be covered in the Monthly Service Fee payments.

6.2 The City, further agrees to cooperate, if requested, in any personnel matter involving any County employee that provides services to the City pursuant to this Agreement.

6.3 The County will utilize the County's HR system including the County's time-keeping system, in the administration of the County employees that provide services to the City under the County's personnel policies and regulations. Such records shall remain the property of the County.

6.4 County employees shall remain subject to the County's personnel policies, rules and regulations. The County shall remain responsible for issuing payment to all the County employees' for salary and related benefits, pension, insurance, taxes and withholdings required under the County's personnel rules, policies, contracts, and applicable federal and state law. The County shall be responsible for keeping and maintaining the personnel file, payroll and other records of County employees, in a similar fashion to other employees of Fulton County.

6.5 County employees shall continue to use the Kronos time system or any other time-keeping system used by the County. The City acknowledges that the fees due for services provided pursuant to this Agreement will be based upon the amount of the payments made to the County employees for their services pursuant to the Monthly Service Fee and not on employee timesheets.

6.6 As a part of the Monthly Service Fees, the City shall be responsible for paying the County the cost of fringe benefits, including but not limited to, vacation, sick, holiday, overtime, and compensatory leave, benefits premium, pension, 401A and 457 plan contributions that are accrued by the County employees that provide services under this contract.

6.7 The County shall maintain statutory and employee liability coverage for County employees assigned to the City.

6.8 The City Manager shall direct any concerns on behalf of the City about specific employees to the Director of Human Resources during the transition period.

6.9 The costs described in this Article are also included in the "Ancillary Services" provisions contained in this Agreement.

ARTICLE 7

EMERGENCY 911 (E911) SERVICES

Emergency 911 Definitions

7.1 For the purposes of this Agreement, the following terms shall be defined as:

A. ***Call-For-Service*** means a request received from the public through the County's public safety answering point, Enhanced 911 system, requiring emergency or non-emergency Police Department, Fire Department, or ambulance pre-hospital care response or assistance in response to natural and man-made incidents.

B. ***Communications Officer*** means any employee of the Fulton County Emergency Communications Department, who has successfully completed the basic training course required by O.C.G.A. § 35-8-23, to receive, process, or transmit public safety information and dispatch law enforcement officers, firefighters, medical personnel, or emergency management personnel.

C. ***Emergency Communications Services*** means the receipt of incoming calls for service through the enhanced 911 telephone system for emergency and non-emergency requests for medical, police, fire and other public safety services, and initiation of the appropriate response action. The service also includes the coordination of requests for support and auxiliary services from field units and refers crimes and incidents not requiring an on-scene investigation by a field unit to the appropriate police precinct or agency. The Countywide 800 MHz trunked radio system (hereinafter "County 800 MHz Radio System") is the primary method of dispatching calls for service to Fulton County field units and the Fulton County contracted private ambulance services dispatched through 911. This public safety answering point includes oversight of the private ambulance services which deliver pre-hospital emergency medical care. The City shall be required to enter into a separate Agreement for the provision of 800 MHzRadio System Access a copy of which is attached here as Exhibit A and incorporated herein by reference. The fee for these services is not a part of the Monthly Service Fee for the provision of Emergency Services.

D. ***Emergency Services Department*** means that unit of Fulton County government responsible for emergency communications services, including answering all telephone 911 calls for emergency service and dispatching police, fire and ambulance vehicles to the proper locations and notifying the ambulance service of the request for Emergency Medical Services. The Department also maintains the County APCO P25 Phase 2 Digital 800 MHz Radio System to ensure the vital communications link between the citizens and the delivery of service by the appropriate agency is not interrupted. These services are provided pursuant to a licensing arrangement included in the separate Agreement attached in Exhibit A.

E. ***Emergency Medical Priority Dispatch System*** means that system employed by Fulton County to process medical calls and provide callers with pre-arrival instructions.

F. ***Enhanced 911 Emergency Telephone Number System*** means that system which provides County Emergency Communications personnel the telephone number, name and address of the telephone subscriber, and other pertinent information on any 911 calls placed within Fulton County.

G. ***Fire Department*** means the Fulton County Fire Department, or the City of South Fulton Fire Department once established.

H. ***Police Department*** means the Fulton County Police Department, or the City of South Fulton Police Department once established.

I. ***Public Safety Answering Point ("PSAP")*** means an emergency communications dispatch operation, responsible for answering all telephone 911 calls, employing technologies such as trunked radio, Enhanced 911, Computer Aided Dispatch ("CAD") and MobileData.

7.2 At the City's request, the County agrees to contract for or provide the vital and necessary communications link between the City of South Fulton's citizens, the remaining unincorporated area of Fulton County, and the Fulton County Department of Emergency Services through use of the County's consolidated 911 call reception and radio dispatching of requests for public safety services.

7.3 The County therefore agrees to provide the City of South Fulton with courteous, efficient, and accessible E911 and public safety radio dispatch services to requests for assistance from citizens involving emergencies, non-emergencies, and response to natural and man-made disasters, for the term prescribed in this Agreement, consistent with the overall quality of services provided throughout the County.

7.4 The County operates a consolidated public safety answering point in its Emergency Communications Center on a 24-hour basis, 365 days per year, staffed in three 8-hour shifts each day from which the services contemplated under this Agreement will be rendered. The Communications Officers shall receive citizens' requests for service, process those requests, dispatch emergency units as appropriate, and monitor Police, Fire and EMS activities. The Emergency Medical Priority Dispatch System is employed to process medical calls and provide callers with pre-arrival instructions.

7.5 The Monthly Service Fee for the provision of E911 services is $156,250. The County will include the Monthly Service Fee to provide E911 services to the City, in the monthly invoice that is provided to the City for all transition services selected by the City. In addition to this Monthly service fee, the County is entitled to impose and retain a monthly 911 charge upon each wired and wireless telephone subscriber served by the County's 911 service, as provided by O.C.G.A. § 46- 5- 134. Nothing in this Agreement shall preclude the City's or County's right to continue to collect fees for 911 access and services performed during the term hereof as it relates to calls originating from within the City of South Fulton.

7.6 The Director of the Fulton County Emergency Services Department may utilize overtime to fill temporary vacancies caused by, but not limited to: sick or annual leave issues, temporary disability, relief of duty, military leave, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the City, if these costs exceed those allowable in the 2016 budget for these services.

7.7 The nature of the wide-ranging (both emergency and non-emergency), continuous and multitudinous nature of the calls received by a large metropolitan Public Safety Answering Point (PSAP) like the Fulton County Emergency Communications 911 Department, makes it difficult to assign an "average call answer time." However, it is the objective of the Department to respond, on average, to 911 calls emanating from the City of

South Fulton with an average ten (10) second call answer time for emergency calls for service 90% of the time. Exceptions would be unpredictable system overload, declared disaster, or disruption in voice or data transmission. The County shall provide a copy of the Key Performance Indicators (KPIs) developed for the 2016 Budget for this department. Services will be provided consistent with these KPIs to the extent possible given the nature of the transition to the new city and the ability to fill positions vacated due to the formation of the City.

ARTICLE 7A

ANCILLARY SERVICES

7A.1 The County must provide a variety of ancillary services incumbent on a large metropolitan public safety answering point. These services will be provided to the City pursuant to this Agreement, the consideration for which has been calculated as part of the payment provided in Article 4.

7A.2 In addition to E911 reception and radio dispatch, ancillary services provided by the Emergency Communications 911 Department include technical operations, administration, quality assurance, training, and preparing and planning for, responding to, and recovering from emergencies or disasters.

7A.3 The County will continue to provide administrative services, cost allocation, facilities maintenance, fiscal management, general operating supplies, human resources, information systems, maintenance, public information, purchasing, utilities and other critical services attendant to the operation of a public safety answering point. Such costs will be limited to the Monthly Fee established for the provision of services addressed by this Article.

7A.4 The County will continue to administer the 911 Advisory Committee as required by O.C.G.A. § 46-5-136. The City of South Fulton will be required to participate in committee meetings, as well as utilize the committee for the City's compliance with the requirements as provided for within state law.

7A.5 The Director of the Fulton County Emergency Communications 911 Department, or his/her designee, will notify the County Manager and City Manager in the event of a significant emergency communications or emergency management situation within the City. The Director of Fulton County Emergency Communications 911 Department and the City Administrator shall designate the kinds of incidents that are to be considered "significant" by a memorandum. In the event no memorandum is executed, the City Manager shall be notified consistent with the notification by the Fulton County Emergency Communications 911 Department to the County Manager.

7A.6 At the request of the City Manager, the Director of the Fulton County Emergency Communications 911 Department or that official's designee shall be available to attend City Council meetings on an "as needed" basis. The City shall direct any concerns that it has with the

911 services, provided to it by the County, through the City Manager to the Director of the Fulton County Emergency Services Department.

7A.7 The County shall be the sole provider of public safety answering point services during the operation of this Agreement.

ARTICLE 8

ANIMAL CONTROL SERVICES

8.1 At the City's request, the County agrees to provide animal control services through its annual contract with an animal control services vendor within the boundaries of the City.

8.2 The City recognizes that the County will provide animal control services through a contract awarded to an independent animal control services vendor selected by the County Board of Commissioners.

8.3 The County and the City agree that the supervision and the means by which tasks are accomplished shall be the responsibility of the County through the animal control services contract administrator. The City shall direct any concerns that it has with the Animal Control services, provided to it by the County, through the City Manager to the Director of Animal Control Services.

8.4 Notwithstanding any other provision of this Agreement, the City acknowledges and understands that the County's current contract with its independent animal control services vendor expires on Dec. 31, 2017. The County agrees to use its best efforts to provide the existing animal control services within the boundaries of the City for the remainder of the term of this Agreement. The City agrees to pay the County's actual costs for providing animal control services within the City for the period of May 1, 2017 through December 31, 2017, in accordance with Section 17.6 of H.B. 514 (2016). However, the services will be subject to the contract terms and conditions of the County's current Animal Control service vendor. "Actual costs" shall be the City's pro rata share of the County's total costs as determined pursuant to Article 9.

ARTICLE 9

Calculation of Compensation for Animal Control Services

9.1 During the term of this Agreement, the cost to the City for animal control services will be based on the classification (rabies related or not) location of calls received by the animal control services vendor during the previous year with the payment amount determined by the following formula:

Payment Amount = (A+V+C+M) (C/TC)

A = Annualized Contract Award Amount plus Indirect Cost (Applicable County Full Cost Plan)

C = Number of responses to requests for animal control service within the municipality

V= Vehicle replacement costs

M= Annual maintenance costs

TC = Total number of responses to requests for animal control services.

9.2 The annual service fee for the provision of Animal Control services for the balance of 2017 is $395,383.79. This amount is based upon the current contract for services. The Monthly Service Fee for the provision of Animal Control services for the City for the balance of 2017 is $49,423. This fee will be included in the invoice for Monthly Service Fees to the City for May 1, 2017 to December 31, 2017.

9.3 In the event that the County is not able to or deems it unwise to continue to contract to provide for animal control services in 2018, the Parties agree to engage in good faith negotiations regarding the continuation of service on or before November 1, 2017.

ARTICLE 10

POLICE SERVICES DEFINITIONS

For the purposes of this Agreement, the following terms shall be defined as:

10.1 ***Call-For-Service*** means a request received from the public through the 911 system requiring a police response or assistance.

10.2 ***City Commander*** means a designated Fulton County supervisor who is authorized by the Fulton County Chief of Police to direct the daily police operations in the City and manage the delivery of police services pursuant to this Agreement under the management and supervision of the Fulton County Chief of Police.

10.3 ***City Police Chief*** means a Chief of Police appointed by the City of South Fulton who is not a part of the Fulton County Police Department's chain of command.

10.4 ***Criminal Investigations*** means investigations of incidents of aggravated assault, burglary, criminal intelligence, domestic violence, hit and run, homicide, larceny, motor vehicle theft, narcotics, robbery, and sexual crimes in order to arrest responsible persons for prosecution.

10.5 ***Fleet Maintenance*** means the preventative maintenance, safety inspections and minor repairs for motor vehicles operated for the purpose of fulfilling obligations under this Agreement.

10.6 ***Part I Crimes*** means those offenses that are so categorized by the FBI's Uniform Crime Report, which include homicide, rape, robbery, aggravated assault, burglary, larceny, motor vehicle theft, and arson. All other offenses are Part II crimes or ordinance violations.

10.7 ***Peace Officers Standards and Training Council (P.O.S.T.)*** means that entity created by state law, pursuant to O.C.G.A. § 35-8-1, *et seq.*, vested with the responsibility and authority to establish standards for the certification of police officers in Georgia.

10.8 ***Uniform Patrol Services*** means those diverse activities directed toward the attainment of the objectives of enforcing the law, preventing and deterring crime, arresting criminal offenders, maintaining public order, and providing service to the community. Such activities include, but are not limited to: directing and enforcing traffic laws, responding to emergency and non-emergency calls for service, conducting field interviews, arresting criminal offenders, directing and controlling traffic, issuing traffic citations, appearance in court, and addressing quality of life issues. These activities constitute the comprehensive police patrol services provided each day of the year, on a 24-hour per day basis within the jurisdictional boundaries of the City and the remaining unincorporated area of Fulton County.

ARTICLE 11

POLICE DEPARTMENT SERVICES

Management of Police Services

11.1 The Fulton County Police Chief will manage the daily police operations in the City, effectuate the City's law enforcement priorities, supervise the code enforcement operations and supervise the delivery of police services contracted for in this Agreement. The Fulton County Police Chief is responsible for overseeing compliance with the County's obligations pursuant to Articles 10-16 of this Agreement.

11.2 The County recognizes the importance of an appropriate Fulton County Police Department management-level liaison designated by the Fulton County Police Chief in the provision of law enforcement services to the City. The Fulton County Police Chief or his designee shall serve as the City Commander but they will remain a Fulton County employee who reports to the Fulton County Police Chief or the County Chief Operating Officer, whichever is applicable. The City Commander will be responsive to the City and the community, to ensure that the highest level of law enforcement activities are provided to the City based on the funding provided for in this Agreement. When addressing duties arising out of the obligations imposed by this Contract and/or police services provided within the City, the City Commander shall meet with and provide written reports to the City Manager.

11.3 The parties acknowledge that there may be a City Police Chief appointed by the City of South Fulton. Such official will not be in the chain of command of any Fulton County Police Department employee, nor does such official have the authority to direct the activities of any employee of the Fulton County Police Department. The City Police Chief will contact the Fulton County Police Chief, if needed to address any policing concerns on behalf of the City during the transition period.

ARTICLE 12

Uniform Patrol Services

12.1 The County shall provide uniform patrol services on a continual 24-hour per day basis within the jurisdictional boundaries of the City in accordance with Georgia law, County Ordinances and City Ordinances and the scope of work for the budget provided in this agreement.

12.2 Uniform patrol officers shall operate using existing County shifts and maintain the existing County Police Department beat structure.

12.3 Uniform patrol officers shall remain within the City's boundaries during their assigned shift unless dispatched outside the City boundaries on the authorization of the Fulton County Police Chief, pursuant to existing mutual aid agreements. The City acknowledges that, the County and the County Police Chief have the authority to enter into additional mutual aid agreements, which shall govern the parties in case of emergencies requiring assistance from neighboring law enforcement departments.

12.4 Without limiting the scope prescribed in the preceding paragraphs, all Fulton County uniform patrol officers will respond to and render aid in emergency, life-saving and in- progress violent crime incidents occurring inside the boundaries of the City. Uniform patrol officers will respond to all calls-for-service within the City as dispatched through the 911 system. The Fulton County Police Department will respond to all requests for service within the City in accordance with Fulton County Police Department General Orders.

12.5 The Monthly Service Fee for the provision of Police services is $1,867,700. The County will include the Monthly Service Fee for providing Police services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

12.6 Uniform patrol officers will conduct watch orders upon formal request of a City resident, property owner or business owner in the City upon approval by the Fulton County Police Chief, consistent with Fulton County Police Department General Orders and existing Fulton County Police Department Policies and Procedures.

12.7 The County may utilize overtime to fill temporary vacancies caused by circumstances outside the County's control including, but not limited to: sick or annual leave issues, temporary disability, relief of duty, military leave, and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies that are in excess of the 2016 budgeted cost for providing this service will be the sole responsibility of the City and shall be reflected as additional costs on the Monthly Service Fee invoice.

ARTICLE 13

Police Department Criminal Investigations Division

The County maintains a centralized Criminal Investigations Division that conducts investigations of criminal cases, conducts high risk operations and crime scene investigations in order to arrest responsible persons. The County will continue to assign cases arising in the jurisdictional boundaries of the City and the remaining unincorporated area of Fulton County to investigators within the Criminal Investigations Division as appropriate.

ARTICLE 14

Authority to Enforce Laws in the City of South Fulton

14.1 Uniform patrol officers assigned to the City, shall take an oath administered by an appropriate party of the City of South Fulton, as prescribed by O.C.G.A. §§ 45-3-1 and 45-3-10.1 prior to undertaking law enforcement duties requiring the enforcement of municipal ordinances adopted by the City, pursuant to this Agreement. This provision will only become applicable once the City establishes or contracts for a Municipal Court and adopts City ordinances.

14.2 Pursuant to this Agreement and City ordinance, uniform patrol officers shall be and hereby are vested with the additional power to enforce the ordinances of the City, to make arrests or issue citations incident to the enforcement of County and City ordinances, and to perform other tasks as are reasonable and necessary in the exercise of their powers. This vesting of additional powers to enforce the ordinances of the City of South Fulton is made for the sole and limited purpose of giving official and lawful status to the performance of law enforcement services provided by sworn officers within the City of South Fulton.

14.3 Uniform patrol officers shall enforce City ordinances and violations of City traffic ordinances and shall appear in the Municipal Court of the City of South Fulton as necessary to prosecute cases made therein. The City agrees to compensate officers for their appearance in the Municipal Court pursuant to state law. The City further agrees to provide, at its own expense, citation books containing the printed Municipal Court information to the uniform patrol officers working within the City, once the same is developed.

14.4 All uniform patrol officers assigned by Fulton County to the City of South Fulton pursuant to this Agreement shall utilize the City of South Fulton citation books to issue violations of City Code once the same are adopted and a copy of the same obtained by the Police Department.

ARTICLE 15

Police Recordkeeping and Reporting

15.1 The County Police Department Records Section is the central repository for all departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain Initial Incident Reports, Supplemental Reports.

15.2 During the term of this Agreement, the County will continue to compile, maintain and submit all law enforcement data for the City, including UCR statistics to state and federal authorities in the form and manner required of police agencies in Georgia. The City shall be responsible for creation of any necessary User Agreements with the Georgia Crime Information Center ("GCIC") and the establishment of a unique originating agency identifier ("ORI") in order for the County to comply with this paragraph, if necessary. The City shall be responsible for any costs incurred with the County's software vendor if software modifications are necessary in order to comply with this paragraph, and the County shall notify the City of any additional costs incurred pursuant to this Article 15.2 no less than ten business days before obtaining any necessary software. It is the parties' intent that any costs incurred pursuant to this Article 15.2 shall not exceed $10,000. If the City delays acquiring its own ORI, the Fulton County Police Department will continue to report the required crime statistics to the State and Federal governments as a part of unincorporated Fulton County for the duration of this Agreement.

15.3 The County shall continue to maintain a beat system that corresponds to the boundaries of the City and within the remaining unincorporated area of Fulton County. Statistical data shall be compiled to accurately describe the incidence of, reports of, and responses to criminal activity within each beat and to identify emerging trends in criminal activity.

15.4 The County shall prepare and deliver monthly incident reports to the City Manager. The reports shall describe the type and number of criminal incidents for each beat during the preceding period for both Part I and Part II offenses.

15.5 Except as limited by any provision of state or federal law, the City may request review and access data and County records at a mutually agreed upon time to ensure compliance with this Agreement.

ARTICLE 16

Ancillary Police Services

16.1 If the City contracts with the County for Police Services, the County will provide the following ancillary services to the City pursuant to the terms of this Agreement, the consideration for which has been calculated as part of the payment provided in Article 13.

16.2 Fulton County Public Safety Training Center. All officers assigned hereunder shall be appropriately trained, P.O.S.T. certified, sworn law enforcement personnel. The County agrees to provide all required in-service training during the term of this Agreement.

16.3 Additional Ancillary Services. During the term of this Agreement, the County will continue to provide administrative services, advanced technology, canine, crime analysis, facilities maintenance, fiscal management, human resources, identification technology, information systems, internal affairs, psychological services, property/evidence, public information, purchasing and other critical services attendant to the operation of a police department.

16.4 Vehicle Repair and Replacement. The City is financially responsible for the replacement of vehicles or other police equipment that become damaged or inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the Monthly Service Fee for police services. The County may, upon agreement by the City, initiate efforts to replace damaged or inoperable vehicles and submit the costs of the same for reimbursement by the City as an additional expense. The City shall remit payment for these expenses upon completion of the repair or replacement within thirty (30) days of receipt of an invoice for these costs. The City shall not be responsible for damage to County vehicles that existed prior to the effective date of this Agreement, nor shall the City be responsible for damage to County a vehicle that was not incurred during work performed pursuant to this Agreement. The County's current fleet of police vehicles, is attached to this Agreement as "Schedule A."

ARTICLE 17

FIRE AND RESCUE DEPARTMENT SERVICES

Fire and Rescue Service Definitions

For the purposes of this Agreement, the following terms shall be defined as:

17.1 ***Call-For-Service*** means a request received from the public through the 911 system requiring a Fire Department Services response or assistance.

17.2 ***Fire and Rescue Department Services*** means fire suppression, community risk reduction, fire protection, disaster mitigation, rescue, hazardous material response and first response non-transport emergency medical services provided by County Fire Department members.

17.3 ***Fleet and Rescue Maintenance*** means the preventative maintenance, safety inspections and minor repairs for County fire trucks and other motor vehicles operated for the purpose of fulfilling obligations under this Agreement.

ARTICLE 18

Management of Fire and Rescue Services

18.1 The Fire Chief will direct the daily fire department operations in the City, effectuate the City's fire prevention priorities, manage the delivery of fire department services, and ensure that the comprehensive fire and emergency medical needs of the City are adequately met. The Fire

Chief is also responsible for overseeing compliance with the County's obligations pursuant to Articles 17-22 of this Agreement and maintenance of quality fire service delivery.

18.2 The Fire Chief will promptly address concerns expressed by the City Manager regarding performance of fire department personnel pursuant to the County's written personnel policies and procedures.

18.3 All County Fire Department personnel assigned to the City as well as any other sworn personnel assigned under this Agreement are and will continue to be part of the Fulton County Fire Department Command Structure. Firefighting personnel are under the command of the Fulton County Fire Chief.

18.4 In the event the City Manager becomes dissatisfied with the performance of any sworn or civilian personnel assigned to the City, the City Manager shall discuss the concerns with the Fire Chief, as appropriate. The Fire Chief shall provide the City Manager with prompt written notice of any resignation, or termination of Fire personnel assigned to the City.

ARTICLE 19

Fire and Rescue Department Services

19.1 Upon request by the City, the County shall provide fire and rescue services on a continual 24-hour per day basis within the jurisdictional boundaries of the City and the remaining unincorporated area of Fulton County, in accordance with Georgia law, County Ordinances, and City Ordinances.

19.2 Fire Department units will respond to all calls-for-service within the City as dispatched through the 911 system.

19.3. Fire Department units shall make every reasonable effort to maintain an average emergency response time goal of 8 minutes or less, 90% of the time while maintaining safe operations, consistent with the departmental average. The County shall have the opportunity to provide exceptions to response time issues, *i.e.* natural and man-made disasters, interruption of voice or data transmission, storms and road closures. If the County consistently fails to meet the levels of service outlined herein, which failure has been communicated in writing by action of the City Council to the County on more than one occasion, the Fire Chief, County Manager and City Manager will meet to address the causes and remedies for the response time issues.

19.4 The Monthly Service Fee for the provision of Fire services is $1,675,432. If selected, the County will include the Monthly Service Fee to provide Fire services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

19.5 In order to maintain response time goals, the Fire Department will respond with a sufficient number and type of apparatus to incidents occurring in the City of South Fulton and the remaining unincorporated areas of Fulton County. The combined resources will operate under the direction of the Fire Chief or his designee in the Fulton County Fire Rescue Department.

19.6 Fulton County Fire Rescue Department will respond to and render aid in emergency, life-saving and in- progress fire incidents occurring inside the boundaries of the City, and to locations covered by existing county mutual aid agreements. In the event fire department personnel must respond to incidents occurring outside the boundaries of the City, the Fire Chief or his designee shall ensure sufficient personnel remain in the City to continue routine and emergency fire suppression and emergency medical activities.

ARTICLE 20

Fire Overtime Detail and Special Assignments

20.1 The Fire Chief may utilize overtime to fill temporary vacancies in the positions assigned to South Fulton caused by but not limited to: authorized use of sick or annual leave, temporary disability, relief of duty, military leave and Family Medical Leave Act absences. The financial costs associated with overtime utilized to fill such vacancies will be the sole responsibility of the City, if these costs exceed those allowable in the 2016 budget for these services and shall be reflected as additional costs on the Monthly Service Fee invoice. When reasonably possible, the Fire Chief shall notify the City Manager, and if the City Manager has not been appointed, the Mayor, within five business days if overtime is used to fill temporary vacancies caused by resignation or termination

20.2 The City Manager may request additional County Fire Department services or fire personnel to work within the City to provide additional fire or rescue presence at certain activities, or for special initiatives, City sponsored activities and events. Such request must be communicated in writing to the Fulton County Fire Chief.

20.3 These additional County Fire Department activities shall be provided on an overtime basis. The financial costs associated with overtime utilized to provide additional County Fire Department activities will be the sole responsibility of the City the charges for the same and will be included on the monthly invoice provided to the City for all transition.

ARTICLE 21

Fire Recordkeeping and Reporting

21.1 The County Fire Department is the central repository for all fire departmental records and makes available public records as defined by the Georgia Open Records Act, O.C.G.A. § 50-18-70, *et seq.* During the term of this Agreement, the County will continue to maintain all reports relating to Fire Department activity within the City.

21.2 The County shall prepare and deliver quarterly reports to the City Manager. The reports shall describe the type and number of calls for fire and rescue emergency medical services.

ARTICLE 22

Ancillary Fire Services

22.1 The County will provide ancillary services to the City pursuant to the terms of this Agreement, the consideration for which has been calculated as part of the payment provided in Article 19. In addition to fire suppression and rescue service, the Fire Department's operations include arson investigation; public education and community risk reduction; safety and member services including training; advanced life support services; hazardous materials amelioration; technical rescue services; homeland security efforts; and other services targeted to prevent accident and injury by raising public awareness of potential fire hazards and by identifying non-compliant situations.

22.2 ***Fire Safety Inspections and Fire Code Enforcement.*** The County will provide fire safety inspections and fire code enforcement within the City limits and the remaining area of Fulton County during this Agreement. Revenue generated from fire safety inspections shall be remitted to the City.

22.3 ***Administrative Services.*** During the operation of this Agreement, the County will continue to provide the same administrative and support services, attendant to the operation of a Fire Department.

22.4 ***Vehicle Repair and Replacement.*** The City is financially responsible for the replacement of vehicles or other fire equipment that are necessary to perform the County's obligations under this Agreement and become damaged or inoperable during the term of this Agreement. Normal wear and tear and maintenance costs are included in the Monthly Service Fee for fire services. The County may, upon agreement by the City, initiate efforts to replace damaged or inoperable vehicles and submit the costs of the same for reimbursement by the City as an additional expense. The City shall remit payment for these expenses upon completion of the repair or replacement within thirty (30) days of receipt of an invoice for these costs. The City shall not be responsible for damage to County vehicles that existed prior to the effective date of this Agreement, nor shall the City be responsible for damage to a County vehicle that was not incurred during work performed pursuant to this Agreement. The County's current fleet of fire vehicles is attached to this Agreement as "Schedule B".

ARTICLE 23

CONDUCT OF THE MARCH 21, 2017 MUNICIPAL ELECTION

Election Services

23.1 The City shall reimburse the County for the cost of the March 21, 2017 municipal election and April 18, 2017 run-off on or before September 30, 2017. In addition, if any municipal special and run-off elections are required to be held on or after the effective date of this Agreement, the City will reimburse the County, for the costs of the election; provided, however, if the County is also conducting an election on the same date as the City, the City shall reimburse the County, on a pro rata basis for the cost of its election.

23.2 Further if the City requests, the County will conduct additional elections through the execution of an Intergovernmental Agreement for those specific services.

ARTICLE 24

PLANNING AND ZONING SERVICES

24.1 The County will utilize existing County ordinances until the City adopts its own planning and zoning ordinances.

24.2 The Monthly Service Fee for the provision of Planning and Zoning services is \$312,038. If selected, the County will include the Monthly Service Fee to provide Planning and Zoning Services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

24.3 The following programs will be provided as planning and zoning services:

24.3.1 Planning and Zoning services. This program consist of three components; comprehensive planning, plan analysis and zoning administration. The comprehensive planning component develops plans, ordinances, strategies, resolutions, and programs that set forth policies to guide the long range vision. The planning analysis component implements the policies by analyzing land use petitions for compliance with zoning code, development regulations and other related County, State and Federal codes and ordinances. The zoning component provides administrative support by maintaining the official files, which are used as the basis for defending legal challenges, maintaining and updating the official zoning map, which reflects the land use actions of the Board of Commissioners, providing permit and business license application, zoning compliance review and ensuring that all land use related applications have required documentation.

24.3.2 Administration/Customer Service. The Administration component provides the senior management for the programs of Planning and Zoning; Plan Review and Site Inspections; Permitting and Building Inspections; and oversight of the Tree Preservation Trust Fund. The Customer Service component provides front office reception for the Fulton County Government Center at Fulton Industrial Boulevard and frontline customer service duties for all departmental programs.

24.3.3 Plan review and Site Inspections. This program consists of two components; Plan Review and Site Inspection. The Plan Review component reviews grading, storm water control, infrastructure placement and road layout on all applications for land disturbance permits and plat review. The Site Inspection component is twofold, inspecting all permitted land disturbance activities for compliance with County, State and Federal Erosion and storm water controls and stream buffer protection; the second part of Site Inspection inspects the installation of all public infrastructure for compliance with Fulton County standards.

24.3.4 Permits and Building Inspections. This program consists of two components; Permitting and Building Inspections. The permitting component intakes all permit applications submitted in unincorporated Fulton County. The division intakes, processes, issues and handles payments for all commercial and residential buildings as well as all other related development and Administrative Use Permits for projects within the City and the remaining unincorporated area of Fulton County. This division also intakes, processes, routes and processes payments for all land disturbance permits and plat review applications to the Plan Review and Site Inspection Program. The Building Inspections component inspects all permitted commercial and residential construction for compliance with current building (structural) electrical, plumbing and mechanical (HVAC) codes as required by State and County law.

24.4 The County shall not accept any application for any zoning variance, waiver or other change during the pendency of any moratorium on such applications that is enacted by the City. The City's entering into this Agreement shall not be deemed a waiver of its position that the County may not exercise quasi-judicial authority over property located in the City, nor shall it prohibit the County from processing any application received prior to the date of any City moratorium.

ARTICLE 25

PARKS AND RECREATION SERVICES

25.1 At the City's request, the County will provide parks and recreational services within the boundaries of the City consistent with the types of services that the County provided in 2016. A description of those services is attached to this Agreement as "Schedule C." For purposes of this Agreement the fee for the provision of Park and Recreational Services does not include the cost to maintain or operate any art centers owned by the County, as such art centers are not considered parks under this Agreement. The City agrees to memorialize the fact that it consents to the County continuing to maintain and operate all of the existing art centers within the limits of the City at its sole expense without any contribution or obligation for financial support from the City.

25.2 The Monthly Service Fee for the provision of Park and Recreational Services $480,155. If these services are selected by the City, the County will include this Monthly Service Fee in the monthly invoice that is provided to the City for all transition services selected by the City.

25.3 The City shall direct any concerns that it has with the Parks and Recreational services, provided to it by the County, through the City Manager to the Director of Parks and Recreation.

ARTICLE 26

BUSINESS OCCUPATIONAL TAX SERVICES

26.1 At the request of the City, the County will provide Business Occupational Tax services that include the issuance of Business Occupational Tax Certificates to businesses that are located in the within the boundaries of the City and the collection of fees related to these tax certificates. The revenue generated from the collection of these taxes shall be remitted to the City.

26.2 The Monthly Service Fee for the provision of Business Occupational Tax services is $32,629. If the City selects this service, the County will include the Monthly Service Fee to provide Business Occupational Fax services to the City in the monthly invoice that is provided to the City for all transition services selected by the City.

26.3 The City shall direct any concerns that it has with the Business Occupational Tax services, provided to it by the County, through the City Manager to the Director of Finance.

ARTICLE 27

TRANSPORTATION SERVICES

27.1 ***TSPLOST Project Management***

27.1.1 At the request of the City, the County will manage the proposed Transportation Special Local Option Sales Tax projects that are located within the boundaries of the City. The City will allow the County to be the recipient of TSPLOST funds designated for the portion of Unincorporated Fulton within the city limits of the City per the TSPLOST Agreement, until such time as the City is prepared to take over management and administration of its TSPLOST projects. In furtherance of these management efforts, the City agrees to send direction to the Commissioner of the Georgia Department of Revenue to forward TSPLOST funds that are due to the City, directly to the County. The County will pay for its expenses associated solely with managing the City projects from the TSPLOST funds due to the City.

27.1.2 The funds referenced in this Article are those necessary to provide employees and management of the City projects. These funds are in addition to the .5% Project Oversight fee that is to be paid to the County for managing the entire county-wide TSPLOST program for programs the municipalities in Fulton County described in the TSPLOST Agreement.

27.1.3 The City shall direct any concerns that it has with the TSPLOST Project Management services, provided to it by the County, through the City Manager to the Chief Operations Officer.

27.2 ***Road and Highway Maintenance***. At the request of the City, the County will continue to provide basic road and highway maintenance and repair consistent with the budget for 2016. This does not include any capital projects that might be considered major repairs or capital improvements.

27.3 The Monthly Service Fee for the provision of Road and Highway maintenance services is $567,507. This fee does not include the costs associated with providing utility services for the traffic and street lights serving the areas located within the City's city limit. Until the City establishes its own account with an electrical provider, the County will continue to provide utility services at the rate of $91,667 per month. The Parties agree that the City is responsible only for the County's actual costs incurred by the utility services for the traffic and street lights located within the City's borders. The County must provide all backup documentation to confirm the actual cost expended by the County for providing such utility services within the City's limits. If selected, the County will include the Monthly Service Fee to provide Road and Highway maintenance along with the utility service fee to the City, in the monthly invoice that is provided to the City for all transition services selected by the City.

27.4 The City shall direct any concerns that it has with the Road and Highway Maintenance services, provided to it by the County, through the City Manager to the Chief Operations Officer.

27.5 The County and City will discuss any further work on existing Capital Improvement Projects (CIP) and negotiate a separate fee for planning, design and engineering services and a project management fee for said projects.

ARTICLE 28

STORMWATER SERVICES

28.1 At the request of the City, the County will implement the state issued NPDES Phase II Stormwater Permit to be issued to the City at the budgeted service levels for 2016.

28.2 The Monthly Service Fee for the provision of Stormwater Management services is $24,587. If selected, the County will include the Monthly Service Fee to provide Stormwater Management to the City, in the monthly invoice that is provided to the City for all transition services selected by the City.

28.3 The City shall direct any concerns that it has with the Stormwater services, provided to it by the County, through the City Manager to the Chief Operations Officer.

ARTICLE 29

FULTON INDUSTRIAL DISTRICT

The Parties acknowledge that, at the time of the execution of this Agreement, the area known as the Fulton Industrial District ("FID") remains in unincorporated Fulton County. The Parties further acknowledge that the FID may become part of the City in the future, or it may remain in unincorporated Fulton County. The County will continue to provide services to the FID.

ARTICLE 30

COUNTY ASSETS

30.1 Transfer of Assets

a) At the request of the City, County assets for Fire Stations and Parks, no longer needed by the County to perform the services required under this Agreement, the Service Delivery Strategy Agreement and/or to provide any services required by state statute, will be transferred to the City in conformity with O.C.G.A Secs. 36-31-11.1(f) and (k)(1).

b) On or before August 15, 2017, the County will provide an inventory of various County owned assets in the custody of departments that provided services to the unincorporated areas of South Fulton County which were paid for from Special Service District (SSD) funds. The City may acquire the assets identified pursuant to this Article 30.1(b) at the time that the County is no longer obligated to provide the services in this Agreement for which the assets were used, or to perform the services required under the Service Delivery Strategy Agreement and/or to provide any services required by state statute. At such time, the County agrees to transfer those assets at the nominal rate of one dollar ($1.00) per item as authorized by the County Board of Commissioners.

c) At such time that the County makes a decision as to which assets used by County departments, that provided services to the unincorporated areas of South Fulton County outside of FID, it no longer needs, that were procured with non–SSD funds, the City will be granted a first right of refusal to purchase these assets for their fair market value.

d) If the City desires to acquire any asset that has an outstanding debt, the acquisition price shall include the amount required to retire the amount of the debt in full or the City shall assume the balance of the debt repayment, if permitted by the lender/creditor.

30.2 **Shared Use of County Facilities.** The parties acknowledge that the County owns the South Fulton Annex on Stonewall Tell Road and leases the office space located at 5440 Fulton Industrial Boulevard. The County hereby agrees to allow the City to assume the rental obligations associated with the lease at 5440 Fulton Industrial Boulevard in exchange for the County's right to retain access to a District Commissioner office at 5440 FIB near the front lobby area at no cost to the County and several currently occupied offices at the Fulton Industrial Boulevard location at no cost to continue to provide many of the services required under this Agreement. The County agrees to allow the City to have access to approximately 1,239 square feet of office space in the South Fulton Annex utilized by the Transition Team and to use the Auditorium in the South Fulton Annex for monthly council meetings until November 30, 2018. The parties agree not to access or charge any additional fees for the exchange of access to the office space provided herein. The City shall provide insurance listing the County as an additional insured during the time that the parties share office space.

30.3 **Credit Offset for Lease Payment.** The County agrees to reduce the total amount of the Monthly Service Fee payments due from the City to the County, for the services provided pursuant to this Agreement, by the amount of the monthly lease payment currently paid by the City for the space located at 5440 Fulton Industrial Boulevard for as long as the County provides services to the City pursuant to this Agreement. The amount of the monthly lease payments shall be reflected as a credit on the monthly invoices presented by the County to the City. The City shall provide insurance listing the County as an additional insured during the time that the parties share office space.

ARTICLE 31

TRANSITION

31.1 In the event the City chooses to provide a service directly and on its own; or in the case of termination for default, after the exhaustion of all remedies and rights; or at the time of the expiration of this Agreement, the County and the City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the County to the City providing services to facilitate the same level of service as provided by this Agreement for the residents, businesses and visitors of the City. The parties acknowledge that as a part of the transition and the final reconciliation process, invoices from various vendors and contractors may be delayed and not received as of the date of termination. The City agrees to pay for all costs incurred by the County for services rendered through the last day of the Agreement, despite the actual date of the receipt of the invoice or payment of the same.

31.2 The County and City agree that, on at least a quarterly basis, the City Manager and County Manager or his designee will meet and confer to effect a smooth transition and review cost reports pursuant to Article 31.3.

31.3 The County shall provide the City with a completed "A-130" form within five business days of completing the document. Any monies paid to the County from the City during the term of this Agreement, which remain after all obligations due to the County have been paid at cost, will be remitted back to the City. A quarterly report of the costs incurred by the County and the funds received from the City will be prepared by the County. The first report will be made on or before October 15, 2017, and it will include any prior remissions. From that point forward, the reports required by this Article 31.4 shall be presented on a quarterly basis. Failure by the County to make such payments shall be an Event of Default.

31.4 Any grants that have been awarded to Fulton County concerning services provided within the boundaries of the City will be assigned to the City within thirty (30) days from the transition of the particular service to the City to the extent allowed by the Grantors.

31.5 During the transition period, the County will not make any decision regarding land use for which an application was submitted after January 1, 2017. The City's entering into this Agreement shall not be deemed a waiver of its position that the County may not exercise quasi-judicial authority over property located in the City, nor shall it prohibit the County from processing any application received prior to January 1, 2017. Further, during the transition period, the County will not make any decision regarding the purchase of equipment or materials over $5,000 for the City; hiring additional employees who are providing services to the City beyond the staffing levels reflected in the 2016 Budget; or other similar acts without the approval of the City.

31.6 During the transition period, any monies that are due to the City from May 1, 2017 forward but flow through the County will be remitted to the City by the County. The City acknowledges that the County will not be depositing these funds and will remit them directly to the City for processing. This Article 31.7 includes, but is not limited to, the Insurance Premium Tax, and any other source which is fee based and sent to the County in error.

31.7 The parties acknowledge that the personal and property tax revenue for the 2017 tax year will be divided. The County as the taxing authority for January 1, 2017 until April 30, 2017 shall retain tax collections from this period of time and the City shall be entitled to all tax revenues from May 1, 2017 until December 2017. The Tax Commissioner shall be directed to generate separate personal and property tax bills for each taxing authority for the applicable billing cycle for the same.

ARTICLE 32

INDEMNIFICATION

32.1 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. §46-5-131. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the City defend, indemnify and hold harmless the County and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this

Agreement by the City, its employees, officers and agents. The County shall promptly notify the City of each claim, assert all statutory defenses, cooperate with the City in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the City's participation.

32.2 It is the intent of the parties to be covered under the auspices of the immunity granted by O.C.G.A. §46-5-131. Only to the extent permitted by law and in the event O.C.G.A. §46-5-131 is deemed inapplicable, shall the County defend, indemnify and hold harmless the City and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this Agreement by the County, its employees, officers, and agents. The City shall promptly notify the County of each claim, assert all statutory defenses, cooperate with the County in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the County's participation.

32.3 Both parties agree to obtain insurance for the liabilities assumed herein and may fulfill this obligation by listing the other party as an additional insured on their respective policies.

32.4 The immunity and indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

ARTICLE 33

AMENDMENTS

This Agreement may be modified at any time during the term by mutual written consent of both parties.

ARTICLE 34

NOTICES

All required notices shall be given by first class mail, except that any notice of termination shall be mailed via U.S. Mail, return receipt requested. Notices shall be addressed to the parties at the following addresses:

If to the County: Richard Anderson, County Manager
141 Pryor Street, SW,
Suite 1000
Atlanta, Georgia 30303
404-612-8335
404-612-0350 (facsimile)

With a copy to: Patrise Perkins-Hooker, County Attorney
141 Pryor Street, SW,
Suite 4038
Atlanta, Georgia 30303
404-612-0246 (telephone)
404-730-6324 (facsimile)

If to the City: Ruth Jones, City Manager
5440 Fulton Industrial Boulevard
South Fulton, Georgia 30336

With a copy to: Josh Belinfante, City Attorney
999 Peachtree Street, NE
Suite 1120
Atlanta, Georgia 30309

ARTICLE 35

NON-ASSIGNABILITY

Neither party shall assign any of the obligations or benefits of this Agreement.

ARTICLE 36

ENTIRE AGREEMENT

The parties acknowledge, one to the other, that the terms of this Agreement constitute the entire understanding and Agreement of the parties regarding the subject matter of the Agreement.

ARTICLE 37

SEVERABILITY

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision, were not part of this Agreement.

ARTICLE 38

BINDING EFFECT

This Agreement shall insure to the benefit of, and be binding upon, the respective parties' successors.

ARTICLE 39

COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be an original, and all of which shall constitute one and the same instrument.

ARTICLE 40

MISCELLANEOUS

40.1 Cooperation. The parties agree to cooperate and coordinate the creation and the submittal to each other of any necessary reports, data or records that may be needed by each to carry out its essential functions and to comply with any reporting or auditing requirements of any regulatory agency. Each party shall have the right to assert, retain and protect the confidential and/or proprietary nature of any documents created by it.

40.2 Governing Law. This Agreement and each provision hereof shall be construed under and governed by the laws of the State of Georgia.

40.3 Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part, then such invalidity or unenforceability shall attach only to such clause or provision, or a part thereof, and shall not in any manner affect such clause or provision, or any other clause or provision in this Agreement.

40.4 Entire Agreement. This Agreement constitutes the entire Agreement between the parties regarding the rights and obligations discussed herein, and it is expressly understood and agreed that the Agreement may not be altered, amended, modified, or otherwise changed in any respect, except by a writing executed by each party or an authorized representative of each party.

40.5 Captions. The captions in this Agreement are for purposes of convenient reference only and form no part hereof.

40.6 Binding Effect. This Agreement, together with any amendments or attachments hereto, shall be binding upon the parties, and their heirs and successors.

40.7 Waiver. Failure of any party to pursue any remedy pursuant to the terms of this Agreement for any default by the other party or a party's waiver of any default or non-compliance by the other party shall not affect or impair either party's rights with respect to any subsequent default or non-compliance of the same or different nature. Furthermore, a party's delay or omission in asserting any right which the party may have hereunder will not constitute a waiver of such party's right or impair the party's right to assert such default or non-compliance by the other party.

40.8 Drafting of Agreement. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed as having been prepared jointly by the parties. Any ambiguity or uncertainty existing in this Agreement shall not be interpreted or construed against any party hereto. The parties hereto agree that no representations except those contained herein that have been made by any party to induce the execution of this Agreement by any other party.

40.9 Relationship of Parties. Notwithstanding anything in this Agreement to the contrary, neither shall have the power to bind or obligate the other except as expressly set forth in this Agreement.

40.10 Survival of Representations. All terms, conditions, covenants, warranties contained in any determination of this Agreement shall remain in effect until amended by the applicable governing authority.

40.11 No Third-Party Beneficiaries. This Agreement is made between and limited to the County and City, and is not intended, and shall in no event be construed to be, for the benefit of any person or entity other than the County and the City, and no other person or entity shall be considered a third-party beneficiary of this Agreement or otherwise entitled to enforce the terms of this Agreement for any reason whatsoever.

40.12 Compliance with Applicable Laws. The parties acknowledge that they must comply with the applicable provisions of the Administrative Simplification section for the Health Insurance Portability And Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of all regulations promulgated there under, including, without limitation, the federal, privacy regulations as contained in 45 CFR Parts 160, 162, and 164.

40.13 Non-Discrimination in Employment Practices. The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are applicable to non-discrimination in employment practices due to political affiliation, religion, race, color, sex handicap, age or national origin. Non-discrimination in Client/Client Service Practices: The parties agree to comply with all federal laws, rules and regulations and the laws, rules and regulations of their respective states which are relative to non-discrimination in client and client service practices because of political affiliation, religion, race, color, sex, handicap, age or national origin. Compliance with Applicable Provisions for the Americans with Disabilities Act: The parties agree to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal laws, rules and regulations and the laws, rules and regulations of their respective states regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for clients with disabilities.

IN WITNESS WHEREOF, the City and County have executed this Agreement through their duly authorized officers on the day and year first above written.

FULTON COUNTY, GEORGIA

John H. Eaves
Chairman
Fulton County Board of Commissioners

ATTEST:

Interim Clerk to the Commission

SEAL

BOARD OF COMMISSIONERS
FULTON COUNTY
Georgia
FOUNDED, 1853

Approved as to Form:

Patrise Perkins-Hooker
Fulton County Attorney

CITY OF SOUTH FULTON, GEORGIA

Mayor

Municipal Clerk

SEAL

CITY OF SOUTH FULTON
SEAL
2017
GEORGIA

Approved as to Form:

City Attorney

ITEM # 17-0475 RCS 06/21/17
RECESS MEETING

ATTACHMENT 1

DEPARTMENT SERVICE AREA SCHEDULE OF MONTHLY FEES

Monthly Services	Fees (/month)
E911 (Art. 7.5)	$156,250.00 (+ 911 charges upon each wired and wireless telephone subscriber)
Animal Control (Art 9.2)	$49,423.00
Uniform Patrol (Police) (Art 12.5)	$1,867,700.00
Uniform Patrol (Police) (Art 12.7)	subject to overtime charges to fill temporary vacancies
Police Recordkeeping and Reporting (Art 15.2)	subject to additional costs (ORI)
Ancillary Police (Art 16.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule A" for County's current fleet of police vehicles)
Fire and Rescue Department (Art 19.4)	$1,675,432.00
Fire Overtime Detail and Special Assigns (Art 20.1)	subject to overtime charges to fill temporary vacancies
Ancillary Fire (Art 22.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule B" for County's current fleet of fire vehicles)
Planning and Zoning (Art 24.3)	$312,038.00
Parks and Recreation (Art 25.2)	$480,155.00
Business Occupational Tax (Art 26.2)	$32,629.00
Road and Highway Maintenance (Art 27.3)	$567,507.00
Stormwater (Art. 28.2)	$24,587.00

EXHIBIT A
INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS FOR THE CITY OF SOUTH FULTON

EXHIBIT A

Intergovernmental Agreement for the Provision of 800 MHz Radio System Access for the City of South Fulton

INTERGOVERNMENTAL AGREEMENT FOR THE PROVISION OF 800 MHz RADIO SYSTEM ACCESS BETWEEN FULTON COUNTY, GEORGIA and THE CITY of SOUTH FULTON, GEORGIA

This agreement is made and entered into on this __1__ day of _May__, 2017, by and between Fulton County, Georgia, a political subdivision of the state of Georgia (hereinafter the "County"), and the City of South Fulton, a governmental authority authorized to do business in the State of Georgia, (hereinafter "User");

RECITALS

Whereas the County is the sole owner and operator of an APCO P25 Phase 2 Digital 800 MHz radio system (hereinafter "the County System"); and

Whereas numerous County departments, including the Police, Sheriff, Marshal, Fire Department, Public Works, General Services Administration, School Police and National Park Services are presently users on the System; and

Whereas it is desirable to have a unified system to include entities on the System who affect and further the goal of protecting the citizens of Fulton County's health, safety, and welfare; and

Whereas User is a governmental authority located within Fulton County and provides public safety services to the citizens of the City of South Fulton in Fulton County; and

Whereas User therefore affects and furthers the goal of protecting the health, safety, and welfare of the citizens of the County;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the County hereby grants to User a revocable license to use **632** radio units on the County's System for eight (8) months beginning May 1, 2017 and ending December 31, 2017, with three (3) renewal options ending December 31, 2020. User's license may be revoked only for good cause and only after User has had an opportunity to show cause why its license should not be revoked before the Board constituted for such purpose as set out in Paragraph Six (6). Such license is not intended to and does not grant to User any property interest in the County System. Additionally, either party is free to withdraw from this Agreement for any reason and at no cost to each respective party upon sixty (60) days written notice to the other party. This agreement may be renewed by mutual agreement approved by both governing bodies. The parties will meet on or before January 1, 2020 to review service under this Agreement and consider proposed modifications of the term. Any such proposed change is subject to consideration and approval of the Board of Commissioners and City Council.

User Agrees To:

(1) Limit the number of all subscriber units, including but not limited to mobile, portable, and console to **632**. User may request additional units by making formal application with supporting documentation of need to the Director of the Emergency Communications Department or his/her designee. The application for additional units shall be reviewed and approved or denied by the Director or his/her designee. The Director or his/her designee, in reviewing an application, will take into account system loading, air time usage, number of system busies, and will make a decision based on maintaining the efficiency of the County's System for all users. All requests for additional units shall be made at least sixty (60) days prior to the beginning of the County's fiscal year (January 1). In extraordinary cases, additional units may be requested and added after such time and the cost of those additions shall be calculated on a pro rata basis of the original fiscal year contribution. Any application denied may be appealed to the Board constituted for such purposes as set out in Paragraph Six (6) hereinafter. User is absolutely prohibited from selling, assigning or otherwise transferring its license to use the County System, in whole or in part, to any other person or entity.

(2) Be solely responsible for purchasing and maintaining all equipment necessary to be a user on the County System. All subscriber units must be approved by type by the County. A conforming product list is available from the Department of Emergency Communications and will be updated from time to time. Products not listed will not be accepted. All maintenance performed on User's units must be certified by a Motorola certified technician, or otherwise consented to in writing by the Director of Emergency Communications.

(3) Comply with Motorola Software security constraints.

(4) Have any of its devices, equipment, or subscriber units, which cause any problems on the County System immediately taken out of service and repaired by User. User shall be responsible for all repair costs and for any damages or consequences arising out of such problematic device, equipment, or unit.

(5) Guarantee that all persons who will be operating subscriber units are adequately trained in the use of such units.

(6) Guarantee that its employees who are trained and authorized to use the System do so in compliance with federal, state, and county laws, codes, regulations and ordinances, as well as this Agreement. Alleged violations of any applicable law, code, regulation, ordinance, or this agreement will be reviewed by the Director or his/her designee. Upon finding a violation has occurred, the Director or his/her designee, in his/her discretion may require the User to remove a unit(s) from the System, place the User on probation for a certain period of time not to exceed six (6) months, and/or take other reasonable action. Persistent violations or misuse of the County System may result in User being removed entirely from the County System after User has had an opportunity to show cause why its license should not be revoked before the Board as set out below. Any action taken by the Director or his designee may be appealed to the Board

constituted for such purposes, said Board to be comprised of the Director of the Emergency Communications Department, the Chief of the Fulton County Police Department, the Chief of the Fulton County Fire Department, the Fulton County Sheriff, and Fulton County Marshal. Any adverse decision of this Board shall be appealed to the Fulton County Board of Commissioners, and their decision shall be final. All direct and indirect expenses arising out of violations or misuse by User and its employees and agents shall be borne by User. Additionally, User shall be responsible, at the request of the County, for responding to or assisting the County in responding to any correspondence or complaint received by the County from state or federal regulatory agencies involving User's units.

(7) Restrict its use of the County System to legitimate business-related purposes of the User. The County System shall not be used to conduct personal or unrelated business, except that which is incidental and occasional.

(8) Comply with any and all mandate(s) issued by authorized regulatory agencies. If subsequent to this agreement being entered into, technical or other changes are mandated by a regulatory agency, User will have the opportunity to remain on the County System if User is able to timely comply with the mandate(s). The County will in no way be responsible for bringing User into compliance with the mandate(s) or be responsible for any direct or indirect, tangible or intangible costs, damages, or losses incurred due to the mandates. Notwithstanding the foregoing, User agrees that should the County decide to comply with the mandate(s) in a time period that is shorter than required by the regulatory agency, User agrees to comply within that shorter time period so long as the County provides User at least two (2) years prior notice. If User is unable to comply with the mandate(s) within the applicable time allowed (either by a regulatory agency or the County), User agrees it shall be removed in whole or in part from the County System.

(9) Comply within one (1) year of receipt of notice from the County with any voluntary upgrades to Users equipment that are required due to upgrades or changes to the County System, including a change in vendor. The County will have the sole discretion to update or change the County System. The County will not be responsible for any expenditure, losses, or other claims caused by or attributable to such voluntary upgrades and/or changes to the County System.

(10) Remit to the County in a timely fashion its pro rata share of the estimated cost of the actual annual maintenance cost of the County System. The amount to be paid by User will be calculated based on the number of units accessible to User. If additional units are added within a fiscal year, the cost of the use of those units shall be calculated on a pro rata basis of the original fiscal year contribution. The County Emergency Communications Department will invoice the User at least thirty (30) days prior to the due date. Due date shall be annually and payments payable on January I~ of each year; and, the first payment under this contract shall be due and payable within 30 days of agreement execution for the remaining months within the calendar year. A late payment penalty, of ten percent (10%), will apply on all payments not received by the due date. Interest will also accrue at the rate of one percent (1%) per month or part thereof for any payment that is delinquent. The monies received will be placed in a restricted designated fund and managed by the County Finance Department. All monies in the account will

be expended exclusively for maintenance, and/or upgrade of the County System. The Board of Commissioners of Fulton County shall have the sole authority to authorize any expenditure from the account. In the event the County System is replaced during the term of this agreement and in the event the cost of such replacement is less than the amount contained in the designated fund, User's pro rata portion of the amount remaining in the fund will be reimbursed. If there is no replacement of the County System during the term of this agreement, User shall receive no reimbursement or pay any additional assessment. The pro rata share for years 2017 and 2018 is **$330** times the number of radio units **632**, equals annual cost of **$208,560.00** or **$17,380.00** monthly. The pro rata share for years 2019 and 2020 will increase by approximately 6% to **$350** times the number of radio units **632**, equals annual cost of **$ 221,200.00** or **$18,433.33** monthly. **The total radio units include police and fire for the City of South Fulton and Fulton Industrial Boulevard Corridor.**

(11) Abide by any reasonable rules and regulations promulgated by the County regarding the use of the County System. The User shall have the right to review the rules and regulations prior to their adoption and to make suggested changes if any rules or regulations present a conflict with the reasonable operation of the User System. Changes or exceptions to the rules or regulations will voluntarily be made by the County upon a showing by the User of such a conflict.

The County Agrees To:

(1) Maintain and support the core of the County System.

(2) Use best efforts to answer questions and facilitate use of the County System by User.

(3) Comply with federal, state, and county rules.

(4) Give adequate notification to User of violations, service interruption, and intent to remove units from operation on the County System.

(5) Provide User one (1) year prior notice to any voluntary upgrades or early compliance with mandates to the County System that will affect User.

TERMINATION AND DEFAULT REMEDIES:

In the event that either party shall default on its obligations under this Agreement, including but not limited to failure to remit payment for license use or failure to provide access to the 800 MHz system, the other party may provide the breaching party with a written notice of default specifying the basis for the default and advising the defaulting party of the time frame to cure the default. All defaults shall be cured within a (30) day time period. The non-defaulting party may grant the defaulting party additional time to cure the default. Subject to the provisions of this Agreement, the non-defaulting party may elect to terminate the Agreement if the default is not remedied in the agreed upon cure period. The County and User reserve all available remedies afforded by law to enforce any term or condition of this Agreement.

Either party may terminate this Agreement for its convenience at any time upon sixty (60) days written notice to the other party. If the County terminates, the City of South Fulton shall be entitled to receive reimbursement for fees received for services beyond the 60 days. If the city terminates, the County shall be entitled to termination fees prorated for 180 days.

SEVERABILITY:

If any provision of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of this Agreement shall be enforceable without such provision.

GOVERNING LAW AND VENUE:

This Agreement shall be governed by the laws of the state of Georgia. The obligations of the parties to this Agreement are performable in Fulton County, Georgia and, if legal action is necessary to enforce same, the parties agree exclusive venue shall lie in Fulton County, Georgia.

WHEREFORE, the parties having read and understood the terms of this agreement, they do hereby agree to such terms by execution of their signatures on the next page.

EXHIBIT A

FULTON COUNTY, GEORGIA

ATTEST:

John Eaves, Chairman
Fulton County Board of Commissioners

Clerk
Clerk to the Commission

APPROVED AS TO FORM:

County Attorney's Office

Joseph Barasoain, Director
Fulton County Emergency
Communications E-911 Department

CITY OF SOUTH FULTON, GEORGIA

ATTEST:

Mayor
City of South Fulton

Municipal Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

EXHIBIT B

Department Service Area Schedule of Monthly Fees

Monthly Services	Fees (/month)
E911 (Art. 7.5)	$156,250.00 (+ 911 charges upon each wired and wireless telephone subscriber)
Animal Control (Art 9.2)	$49,423.00
Uniform Patrol (Police) (Art 12.5)	$1,867,700.00
Uniform Patrol (Police) (Art 12.7)	subject to overtime charges to fill temporary vacancies
Police Recordkeeping and Reporting (Art 15.2)	subject to additional costs (ORI)
Ancillary Police (Art 16.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule A" for County's current fleet of police vehicles)
Fire and Rescue Department (Art 19.4)	$1,675,432.00
Fire Overtime Detail and Special Assigns (Art 20.1)	subject to overtime charges to fill temporary vacancies
Ancillary Fire (Art 22.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule B" for County's current fleet of fire vehicles)
Planning and Zoning (Art 24.3)	$312,038.00
Parks and Recreation (Art 25.2)	$480,155.00
Business Occupational Tax (Art 26.2)	$32,629.00
Road and Highway Maintenance (Art 27.3)	$567,507.00
Stormwater (Art. 28.2)	$24,587.00

ATTACHMENT 1

Department Service Area Schedule of Monthly Fees

Attachment 1 Department Service Area Schedule of Monthly Fees

Monthly Services	Fees (/month)
E911 (Art. 7.5)	$156,250.00 (+ 911 charges upon each wired and wireless telephone subscriber)
Animal Control (Art 9.2)	$49,423.00
Uniform Patrol (Police) (Art 12.5)	$1,867,700.00
Uniform Patrol (Police) (Art 12.7)	subject to overtime charges to fill temporary vacancies
Police Recordkeeping and Reporting (Art 15.2)	subject to additional costs (ORI)
Ancillary Police (Art 16.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule A" for County's current fleet of police vehicles)
Fire and Rescue Department (Art 19.4)	$1,675,432.00
Fire Overtime Detail and Special Assigns (Art 20.1)	subject to overtime charges to fill temporary vacancies
Ancillary Fire (Art 22.4)	TBD (Vehicle Repair and Replacement responsibility refer to "Schedule B" for County's current fleet of fire vehicles)
Planning and Zoning (Art 24.3)	$312,038.00
Parks and Recreation (Art 25.2)	$480,155.00
Business Occupational Tax (Art 26.2)	$32,629.00
Road and Highway Maintenance (Art 27.3)	$567,507.00
Stormwater (Art. 28.2)	$24,587.00

SCHEDULE A

Fulton County's Current Fleet of Police Vehicles

Info as of 6/20/17 - Subject to change		
Vehicle Identification Number	**County Number**	**Vehicle Year, Make, and Model**
1FTRW07662KC03000	260008	2002 Ford F150 Truck
1FTKR1ED5APA06496	260093	2010 Ford Ranger
1FTKR1ED3APA06495	260095	2010 Ford Ranger
1FTKR1ED9APA06498	260096	2010 Ford Ranger
1FTKR1ED1APA06494	260097	2010 Ford Ranger
1FTMF1CM3EFC16773	505078	2014 Ford F150 Truck
1FTMF1CM8EFC16770	505079	2014 Ford F150 Truck
1FTMF1CM9EFC16776	505080	2014 Ford F150 Truck
1FTMF1CM0EFC16777	505081	2014 Ford F150 Truck
1FTMF1CM5EFC16774	505082	2014 Ford F150 Truck
1FTMF1CM7EFC16775	505083	2014 Ford F150 Truck
1FTMF1CMXEFC16768	505084	2014 Ford F150 Truck
1FTMF1CMXEFC16771	505085	2014 Ford F150 Truck
1FTMF1CM1EFC16772	505086	2014 Ford F150 Truck
1FTMF1CM1EFC16769	505087	2014 Ford F150 Truck
1FTKR1ED7APA06497	303458	2010 Ford Ranger
3GNGC26U92G308706	323562	2002 Chevrolet Suburban
1FMJU1F54AEA87936	336148	2010 Ford Expedition
2G1WD5EM5A1166603	347689	2010 Cheverlot Impala
2FAFP71W84X154258	364814	2004 Ford Crown Victora
1FAFP53UX5A131462	364820	2005 Ford Taurus
1FAFP53U45A133997	364822	2005 Ford Taurus
1FAFP53U85A131458	364831	2005 Ford Taurus
1FAFP53U35A131464	364832	2005 Ford Taurus
1FTSX21546EA85415	364839	2006 Ford F250
2FAFP71W05X109879	368449	2005 Ford Crown Victora
2G1WD5EM6A1164004	368474	2010 Cheverlot Impala
2G1WD5EM5A1166276	368475	2010 Cheverlot Impala
1FAFP53U86A149668	377569	2006 Ford Taurus
1FAFP53U66A149670	377570	2006 Ford Taurus
1FAFP53UX6A149672	377575	2006 Ford Taurus
2G1WD5EM2A1167644	378045	2010 Cheverlot Impala
2FAHP71W96X102567	378046	2006 Ford Crown Victora
2FAHP71W86X102575	378048	2006 Ford Crown Victora
2D4JN1AG8BR634305	501099	2011 Dodge Caravan
2C3CDXAT5GH286280	509831	2016 Dodge Charger
2C3CDXAT7GH286281	509834	2016 Dodge Charger
1FMJK1F59AEA87937	336146	2010 Ford Expedition
1FMEU63827UA97067	354850	2007 Ford Explorer
2FAFP71V38X155248	364908	2008 Ford Crown Victoria
2FAFP71V58X155249	364910	2008 Ford Crown Victoria
2FAFP71V88X155245	364913	2008 Ford Crown Victoria
1FAFP53U56A149675	377568	2006 Ford Taurus
2FAHP71W26X102572	378055	2006 Ford Crown Victora
1GNFC13J07J159883	451474	2010 Chevrolet Tahoe
1GNLC2E08DR330311	504776	2013 Chevrolet Tahoe

1GNLC2E06DR331490	504777	2013 Chevrolet Tahoe
1FBSS3BL5DDA09758	320016	2013 Ford E350 Passenger Van
1GCEK19V83E118258	321119	2003 Chevrolet Silverado
1GCEK19V53E117987	321120	2003 Chevrolet Silverado
2FAHP71WX6X102576	378047	2006 Ford Crown Victora
2FABP7BV5BX108212	500134	2011 Ford Crown Victora
2FAFP71WX5X109842	368434	2005 Ford Crown Victora
2FAFP71W75X109877	368447	2005 Ford Crown Victora
2FAHP71W66X102574	378050	2006 Ford Crown Victora
2FABP7BV7BX108213	500133	2011 Ford Crown Victora
2G1WS553681380605	377587	2008 Chevrolet Impala
2G1WS57M991175318	377588	2009 Chevrolet Impala
1HD1FHR17WY633360	251256	1998 Harley FLHP1
1FTZF1764WNC00252	260022	1998 Ford F150 Truck
1FTKR1ED7APA06497	260094	2010 Ford Ranger
1HD1FHW15XY631158	279683	1999 Harley FLHP1
1HD1FHW11XY631884	279684	1999 Harley FLHP1
1FBSS31L1YHA69374	279692	2000 Ford E350
1FBSS31L3YHC06461	294108	2001 Ford E350
1HD1FHW191Y637939	304888	2001 Harley FLHP1
1GCEK19V92Z222247	323559	2002 Chevrolet Silverado
3GNGC26U32G311584	323561	2002 Chevrolet Suburban
1HD1FHW172Y633826	328997	2001 Harley FLHP1
WB10499A83ZE90059	335423	2003 BMW R15CHP
WB10499A23ZE90056	335424	2003 BMW R15CHP
2FAFP71W75X109880	347686	2005 Ford Crown Victora
2FAFP71W44X154256	364811	2004 Ford Crown Victora
2FAFP71W64X154257	364815	2004 Ford Crown Victora
2FAFP71W84X154261	364816	2004 Ford Crown Victora
1FAFP53U25A131455	364826	2005 Ford Taurus
1FTSX21566EA85416	364837	2005 Ford F250
1FTSX21526EA85414	364838	2006 Ford F250
2FAFP71V98X155237	364901	2008 Ford Crown Victoria
2FAFP71V08X155241	364902	2008 Ford Crown Victoria
2FAFP71V28X155242	364903	2008 Ford Crown Victoria
2FAFP71V08X155238	364905	2008 Ford Crown Victoria
2FAFP71V68X155244	364911	2008 Ford Crown Victoria
2FAFP71V18X155247	364912	2008 Ford Crown Victoria
2FAFP71W15X109860	368418	2005 Ford Crown Victora
2FAFP71W95X109864	368419	2005 Ford Crown Victora
2FAFP71W45X109870	368420	2005 Ford Crown Victora
2FAFP71W85X109841	368422	2005 Ford Crown Victora
2FAFP71W25X109849	368427	2005 Ford Crown Victora
2FAFP71W25X109852	368432	2005 Ford Crown Victora
2FAFP71W35X109858	368438	2005 Ford Crown Victora
2FAFP71W05X109834	368439	2005 Ford Crown Victora
2FAFP71W25X109835	368441	2005 Ford Crown Victora

2FAFP71W95X109878	368448	2005 Ford Crown Victora
2FAFP71W75X109863	368457	2005 Ford Crown Victora
2FAFP71W65X109868	368458	2005 Ford Crown Victora
2FAFP71W85X109869	368460	2005 Ford Crown Victora
4F4YR16V2XTM30596	368464	1999 Mazda B3000
WB10499A64ZE95598	368465	2004 BMW R15CHP
WB10499A84ZE95599	368466	2005 BMW R15CHP
WB10499A24ZE95601	368468	2004 BMW R15CHP
2G1WD5EMXA1166872	368473	2010 Chevrolet Impala
1FAFP53U16A149673	377573	2006 Ford Taurus
2FAHP71W26X102555	378018	2006 Ford Crown Victora
2FAHP71W16X102563	378019	2005 Ford Crown Victora
2FAHP71W06X102537	378021	2006 Ford Crown Victora
2FAHP71W76X102549	378022	2006 Ford Crown Victora
2FAHP71W56X102548	378023	2006 Ford Crown Victora
2FAHP71W36X102564	378024	2006 Ford Crown Victora
2FAHP71WX6X102562	378027	2006 Ford Crown Victora
2FAHP71W46X102556	378028	2006 Ford Crown Victora
2FAHP71W66X102543	378038	2006 Ford Crown Victora
2FAHP71W46X102542	378031	2005 Ford Crown Victora
2FAHP71W56X102551	378032	2006 Ford Crown Victora
2FAHP71W76X102552	378040	2006 Ford Crown Victora
2FAHP71W96X102553	378041	2006 Ford Crown Victora
2FAHP71W16X102546	378044	2006 Ford Crown Victora
2FAHP71W46X102573	378049	2006 Ford Crown Victora
2FAHP71W96X102570	378051	2006 Ford Crown Victora
2FAHP71W06X102571	378052	2006 Ford Crown Victora
2FAHP71W26X102569	378054	2006 Ford Crown Victora
2FAHP71W06X102568	378056	2006 Ford Crown Victora
1GNEC13Z06R147069	378057	2006 Chevrolet Tahoe
1GNEC13ZX6R149749	378058	2006 Chevrolet Tahoe
1GNEC13Z86R148003	378059	2006 Chevrolet Tahoe
1GNEC13ZX6R146317	378060	2006 Chevrolet Tahoe
1GNMCAE02AR130065	378075	2010 Chevrolet Tahoe
2FABP7BV8AX110681	383685	2010 Ford Crown Victoria
2FABP7BV9AX110687	383686	2010 Ford Crown Victoria
2FABP7BVXAX110679	383687	2010 Ford Crown Victoria
2FABP7BV3AX110684	383688	2010 Ford Crown Victoria
2FABP7BV6AX110680	383689	2010 Ford Crown Victoria
2FABP7BVXAX110682	383690	2010 Ford Crown Victoria
2FABP7BV5AX110685	383691	2010 Ford Crown Victoria
2FABP7BV2AX110689	383693	2010 Ford Crown Victoria
2FABP7BV7AX110686	383694	2010 Ford Crown Victoria
2FABP7BV0AX110688	383695	2010 Ford Crown Victoria
1GNZCLEGXAR209658	450703	2010 Chevrolet Suburban
2FABP7BV7BX107434	500124	2011 Ford Crown Victora
2FABP7BVXBX107430	500125	2011 Ford Crown Victora

2FABP7BV4BX107438	500126	2011 Ford Crown Victora
2FABP7BV3BX107429	500127	2011 Ford Crown Victora
2FABP7BV3BX107432	500128	2011 Ford Crown Victora
2FABP7BV0BX107436	500129	2011 Ford Crown Victora
2FABP7BV5BX107433	500130	2010 Ford Crown Victoria
2FABP7BV2BX107437	500131	2011 Ford Crown Victora
2FABP7BV3BX108211	500132	2011 Ford Crown Victora
1FMJU1F51BEF24275	500604	2011 Ford Expedition
1FAHP2MT3DG143185	503265	2013 Ford Interceptor
1FAHP2MT0EG120125	504189	2014 Ford Taurus
1FAHP2MT4EG120127	504190	2014 Ford Taurus
1FAHP2MT7EG120123	504191	2014 Ford Taurus
1FAHP2MT4EG120113	504210	2014 Ford Taurus
1FAHP2MT9EG120124	504193	2014 Ford Taurus
1FAHP2MT3EG120121	504194	2014 Ford Taurus
1FAHP2MT9EG120110	504195	2014 Ford Taurus
1FAHP2MT5EG120122	504196	2014 Ford Taurus
1FAHP2MT2EG120112	504197	2014 Ford Taurus
1FAHP2MT0EG120111	504199	2014 Ford Taurus
1FAHP2MT1EG120120	504200	2014 Ford Taurus
1FAHP2MT8EG120129	504202	2014 Ford Taurus
1FAHP2MT1EG120117	504203	2014 Ford Taurus
1FAHP2MT6EG120114	504205	2014 Ford Taurus
1FAHP2MT3EG120118	504206	2014 Ford Taurus
1FAHP2MT8EG120115	504207	2014 Ford Taurus
1FAHP2MT2EG120109	504208	2014 Ford Taurus
1FAHP2MT0EG120108	504209	2014 Ford Taurus
1FM5K8AR4FGA66171	505640	2015 Ford Explorer
1FM5K8AR6FGA66172	505641	2015 Ford Explorer
1FM5K8ARXFGA66174	505642	2015 Ford Explorer
1FM5K8AR8FGA66173	505643	2015 Ford Explorer
1FAHP2MT5FG175543	507181	2015 Ford Taurus
1FAHP2MT7FG175544	507182	2015 Ford Taurus
1FAHP2MT9FG175545	507183	2015 Ford Taurus
1FAHP2MT0FG175546	507184	2015 Ford Taurus
1FAHP2MT2FG175547	507185	2015 Ford Taurus
1FAHP2MT4FG175548	507186	2015 Ford Taurus
1FAHP2MT6FG175549	507187	2015 Ford Taurus
1FAHP2MT2FG175550	507188	2015 Ford Taurus
1FAHP2MT4FG175551	507189	2015 Ford Taurus
1FAHP2MT6FG175552	507190	2015 Ford Taurus
2C3CDXAT6GH286286	508828	2016 Dodge Charger
2C3CDXAT4GH286285	509822	2016 Dodge Charger
2C3CDXAT0GH286283	509823	2016 Dodge Charger
2C3CDXATXGH286291	509824	2016 Dodge Charger
2C3CDXATXGH286288	509825	2016 Dodge Charger
2C3CDXAT8GH286287	509826	2016 Dodge Charger

2C3CDXAT1GH286292	509827	2016 Dodge Charger
2C3CDXAT6GH286286	509828	2016 Dodge Charger
2C3CDXAT9GH286282	509829	2016 Dodge Charger
2C3CDXAT1GH286289	509830	2016 Dodge Charger
2C3CDXAT8GH286290	509832	2016 Dodge Charger
2C3CDXAT9GH286279	509833	2016 Dodge Charger
2C3CDXAT2GH286284	509835	2016 Dodge Charger
1FTRX18L51NB91944	509853	2001 Ford F150 Truck
1FMYU92Z05KA45759	540901	2005 Ford Escape
1FMZU62K23UC53939	550003	2003 Ford Explorer
1GNSCGEC5HR124159	510587	2017 Chevrolet Suburban
2C3CDXAT0GH347535	510449	2016 Dodge Charger
2C3CDXAT7GH347533	510452	2016 Dodge Charger
2C3CDXAT5GH347529	510444	2016 Dodge Charger
2C3CDXAT8GH347542	510447	2016 Dodge Charger
2C3CDXAT4GH347537	510440	2016 Dodge Charger
2C3CDXAT8GH347539	510451	2016 Dodge Charger
2C3CDXAT2GH347536	510446	2016 Dodge Charger
2C3CDXAT6GH347538	510443	2016 Dodge Charger
2C3CDXAT9GH347534	510442	2016 Dodge Charger
2C3CDXAT4GH347540	510453	2016 Dodge Charger
2C3CDXAT6GH347541	510450	2016 Dodge Charger
2C3CDXAT5GH347532	510445	2016 Dodge Charger
2C3CDXAT3GH347531	510448	2016 Dodge Charger
2C4RDGBG0HR657039	511885	2017 Dodge Grand Caravan
42131900A1TMBA03372	504086	2013 T3Motion Segway
42132000A1TMBA03371	504085	2013 T3Motion Segway
4XACH50AX3A726594	348681	2002 Polaris Sportsman 500 ATV
4XACH50A13B815111	348682	2002 Polaris Sportsman 500 ATV

SCHEDULE B

Fulton County's Current Fleet of Fire Vehicles

Info as of 6/20/17 - Subject to change			
Vehicle Identification Numbers	**County Number**	**Vehicle Year, Make, and Model**	
4S7AT2E9XGC080722	510163	2016 Spartan Gladiator Fire Truck (Pumper)	
1FTEW1EF3GFC00689	509852	2016 Ford F-150	
4S7AU2E98DC077519	505072	2014 Spartan-Gladiator Fire Truck (Pumper)	
4S7AQT2F904C047626	310263297	2004 Spartan-Rosnebaurer (GSAR)	
4S7AT30962C042300	343723	2002 Spartan Fire Truck (Pumper)	
1FDWE35F2YHB68970	263282	2000 Ford E-350 (Rescue Unit)	
4S7AU2E94DC077520	505073	2014 Spartan Gladiator Fire Truck (Pumper)	
1FTEW1EF8FKD84243	507192	2015 Ford F-150	
4S7AW4299WC027404	251951	1998 Spartan LTI Fire Truck (Tiller Aerial Truck)	
AS7AT2E98GC080721	510162	2016 Spartan Gladiator Fire Truck (Pumper)	
4S7AU2C945C050564	343727	2005 Spartan (Hazardous Material Truck)	
4P1CT02S4VA000174	310262014	1996 Pierce Fire Truck (Aerial Truck)	
4S7AT30932C042299	343722	2002 Spartan Fire Truck (Pumper)	
1FD0W4HT1BEA85940	500532	2011 Ford DRW (Hazardous Material Decon 1)	
4S7AT2E91GC080723	510564	2016 Spartan Gladiator Fire Truck (Pumper)	
1FUBCYBS4DHFE0401	503525	2013 Freightliner (Decon Truck)	
1FV6TMDB7YHA85055	305252	1999 Freightliner Fire Truck (Pumper)	
1FV6HLCA2YHB72642	263259	2000 Freightliner Air/Light Unit	
1K9AF42836N058135	377695	2006 KME Fire Truck (Pumper)	
1FDWE35F8YHB55236	263280	2000 Ford E-350 (Rescue Unit)	
4S7AT3099X2G042302	343725	2002 Spartan Fire Truck (Pumper)	
1FDWE35FXYHB55250	263281	2000 Ford E-350 (Rescue Unit)	
1FT8W3B68FEA61497	505560	2014 F-350 Super Duty	
1FTNX21FX3EA00918	263291	2003 F-250	
1FTSF30L2EB28179	263284	2001 F-350	
1FTSX20P35EB40082	263296	2005 F-250	
2FAFP71W87X101256	377698	2007 Crown Victoria	
1FTSF30L91EB28180	263283	2001-F-350	
1FBSS31L52HB63085	263289	2002 E-350	
1FMNU40P65ED47787	377692	2006 Excursion	
1FMNU40P65ED47789	377693	2006 Excursion	
1FMNU40P65ED47790	377694	2006 Excursion	
4S7AU4291WC027256	251952	1998 Spartan LTI	
1K9AF42856N058136	377696	2006 KME	
4S7AT30982C042301	343724	2002 Spartan	
1FDAF56F41ED78639	263287	2001 F-550	
W006X4X062640	388486	6x4 Gasoline Gator	
2FTRX17W9YNB26228	263279	2000 Ford F-150	
1GNLC2EC6FR277962	505756	2015 Chevrolet Tahoe	
1GNLCDEC0GR414374	509878	2016 Chevrolet Tahoe	
1GNLCDEC3GR414417	509879	2016 Chevrolet Tahoe	
3FA6P0G73HR150825	509877	2017 Ford Fusion	
KNADM4A39G6648205	509872	2016 KIA RIO LK	
KNADM4A36G6663468	509873	2016 KIA RIO LX	
1FTEX1CM3EKD94479		2014 Ford F-150	
1G1JC52F337266398	263295	2003 Chevrolet Cavalier	
1G1ND52J816106015	263286	2001 Chevrolet Malibu	

SCHEDULE C

Description of Fulton County's Parks and Recreational Services

SCHEDULE C

Recreation Programming	Season	Anticipated Participation Numbers
After School Program (4 Locations)	September – May of each year	140
Summer Camp Program (4 Locations)	June 1-July28 of each year	150-200
Spring Break Camp (4 Locations)	First or Second week in April of each year	80
Holiday Camp (4 Locations)	Christmas & Thanksgiving Break	80-100
Positive Outreach Student Transition (P.O.S.T.– alternative student suspension program)	October – May of each year	15-20
Fulton County Schools Professional Development/Release Days (Schools Closed)	TBD by Fulton County Public Schools	100-150
Future Seekers Teen Program (Service Provider Oversight)	September – May of each year	15-20
Transforming Youth Mentoring Program (Service Provider Oversight)	September – May of each year	15-20
Athletics	**Season**	**Anticipated Participation Numbers**
Youth Basketball (County Oversight)	December – March 4th	700-750
Track (County Oversight)	March-May	80-120
Karate (Service Provider Oversight)	Year Round	25-40
Gymnastics (Service Provider Oversight)	September-November	20-40
Youth Tackle Football (Youth Athletic Association Oversight) (3 Locations)	October – November	750-1000
Youth Cheerleading (Youth Athletic Association Oversight) (3 Locations)	October-November	150
Youth Baseball (Youth Athletic Association Oversight) (3 Locations)	March-June	500-700
Youth Soccer (Youth Athletic Association Oversight)	August – November	200-400
Flag Football (Youth Athletic Association Oversight)	October-November	50