

STATE OF GEORGIA
DEKALB COUNTY

INTERGOVERNMENTAL AND SETTLEMENT AGREEMENT

This Intergovernmental and Settlement Agreement (“Agreement”) is between the City of Atlanta (the “City”) and DeKalb County, Georgia (the “County”) and relates to the potential annexation of approximately 744.7 acres of property owned by Emory University, Children’s Healthcare of Atlanta, Georgia Power Company, Villa International, Synod of South Atlanta & Presbyterian Church (USA) Inc. and Centers for Disease Control (“the Emory Parties”) (“the Annexation”). A map and parcel list of the proposed area to be annexed is attached hereto and incorporated herein by reference as Attachment A and shall herein be referred to as “the Annexed Area.”

WHEREAS, article VX, Section III, paragraph I, of the Georgia Constitution authorizes the City and the County to enter into intergovernmental agreements for the provision of services, facilities and equipment for a term not to exceed 50 years; and

WHEREAS, the City and the County (collectively, “the Parties”) have agreed to a resolution of all claims that could have been brought by the County in connection with the Annexation, whether as part of the ongoing statutory annexation objection arbitration process or outside of that arbitration;

NOW THEREFORE, in return for good and adequate consideration set forth in the terms of this Agreement, the Parties agree to the following:

Release of Claims

In return for the good and valuable consideration described in this Agreement, the County, on behalf of itself, agents, and attorneys, hereby releases, waives, and forever gives up any claims related to the Annexation in any way possible.

This Agreement shall not be interpreted to waive or release rights that cannot, by law, be waived or released, including but not limited to any claims to enforce the terms of this Agreement.

Terms of Settlement

If the Atlanta City Council votes to approve the Annexation, the Parties agree that the following terms shall apply to the Annexation:

Zoning, Land Use and Historic Designation

a. Zoning and Land Use

Concurrent with, or prior to, approval of the Annexation, the City agrees, with the written consent of all the Emory Parties except the Centers for Disease Control (“CDC”) and Georgia Power, to adopt a zoning ordinance consistent with the zoning classification(s) for the Annexed Area set forth in Attachment B.¹ Said zoning ordinance shall be adopted in compliance with all requirements of law, and shall include zoning conditions that impose on each lot or parcel within the Annexed Area compliance with: (1) any existing DeKalb County zoning conditions attached to each lot or parcel and (2) the Zoning Ordinance of DeKalb County, Georgia, as of the date of execution of this Agreement. The zoning condition shall read as follows:

Notwithstanding anything to the contrary in the Atlanta Zoning Ordinance, use and development of each lot or parcel in the Annexed Area shall be governed by: (1) existing zoning conditions, if any, imposed by DeKalb County, Georgia on each lot or parcel within the Annexed Area and (2) the Zoning Ordinance of DeKalb County, Georgia attached hereto and made a part hereof, including the zoning district regulations applicable to each lot or parcel within the Annexed Area at the time of approval of the Annexation. Copies of the applicable zoning conditions for each parcel or lot and the applicable Zoning Ordinance of DeKalb County, Georgia are attached hereto and are also a public record available for public inspection in the Office of the Municipal Clerk.

The adopted zoning ordinance for the Annexed Area, minus the copy of the Zoning Ordinance of DeKalb County, Georgia, shall be filed by the City with the Clerk of DeKalb County Superior Court no later than ten days after adoption of the zoning ordinance by the City. This zoning condition is in

¹ The written consent of Emory University and Children’s Healthcare of Atlanta shall be obtained prior to any approval of the Annexation. The written consent of Villa International and Synod of South Atlanta & Presbyterian Church (USA) Inc. shall be obtained within 60 (sixty) days of any approval of the Annexation. The consent of the CDC and Georgia Power shall not be required to proceed.

addition to, and intended to supplement, the zoning currently proposed by Atlanta for the Annexed Area. Nothing in this section or Agreement should be interpreted as requiring any changes to whatever zoning or land use restrictions currently apply to the CDC or Georgia Power, if any, as a condition of the Agreement or of the Annexation, in that said entities are exempt from zoning.

b. Duration of Zoning and Land Use Conditions – Requirement of Written Consent Within First Year

Following adoption, the City shall not change the zoning ordinance referenced above in (a) without the written consent of the County. The County's consent in this context means an affirmative vote of four members of the DeKalb County Board of Commissioners, with at least one affirmative vote from either the district two commissioner or the super district six commissioner of DeKalb County, Georgia. (Organizational Act of DeKalb County, Georgia, 1981 Ga. Laws, p. 4301, as amended, codified as Sections 9(a)(10) and 15(d), copies of which are attached hereto as Attachment C for ease of reference.)

This subsection's requirement of written consent by the County to zoning changes in the Annexed Area, shall last one year from the date of adoption of the Annexation ordinance by the City. After the expiration of that one year, the County's consent to zoning changes in the Annexed Area is no longer required.

c. Historic District

If after the execution date of this Agreement the City annexes territory in the County that has been designated by the County as part of the Druid Hills Historic District as of the date of this Agreement, the City will, simultaneously with annexation, designate that property as part of the City's Druid Hills Landmark District. This requirement shall continue without expiration, unless and until the City and County both consent to its modification.

d. Notice

The City will provide timely mailed notice (in addition to posted and published notice) of future requests by any applicant for any property located within the Annexed Area for any zoning decision, as defined by O.C.G.A.

§ 36-66-3, to (1) the chief executive officer of the County; (2) the elected district two and super district 6 commissioners of the County; (3) the president of the Druid Hills Civic Association; and (4) all Atlanta and/or unincorporated DeKalb property owners within 300 feet of all property lines that are the subject of the proposed zoning decision.

City's Annexation Policy in the Affected Area

The City agrees to adopt a written policy related to future annexations of rational areas within 250 feet of any boundary of the Annexed Area (the "affected area"). The policy would require future petitions for annexation into the City within the affected area to include an explanation of a rational basis for the annexation. Rational bases for annexation could be, for example, annexation in connection with natural boundaries, an entire community, or an entire street rather than a single lot. Easing or better managing service delivery demands would similarly provide a rational basis for an annexation. These examples are not intended to be exhaustive, but instead illustrative.

The purpose of this policy is to encourage land owners in the affected area to consider annexation of entire communities rather than piecemeal annexations that potentially de-stabilize existing residential communities and small scale commercial developments. The policy will also contain language indicating that the City generally is not in favor of single lot annexations in the affected area where land on both sides of such lot would remain in unincorporated DeKalb. Finally, the policy would require petitioners to describe why a single lot annexation is not de-stabilizing to the adjacent community. This provision is not intended to, nor shall it, operate to give the County a right of action against any subsequent annexation that the County does not currently possess, or alter any right of action the County currently possesses.

Service Delivery between Jurisdictions

Storm Water Service

The City and County agree that the County will provide storm water service to the Annexed Area and shall be authorized to charge the same fees as charged to residents of the unincorporated area, now and in the future. The County shall continue to own all of its storm water infrastructure in the Annexed Area.

Water and Sewer Service

The City and County agree that the County will provide water and sewer services to the Annexed Area and shall be authorized to charge the same fees for services in the Annexed Area as charged to residents of the unincorporated area, now and in the future. The County shall continue to own all of its water and sewer infrastructure in the Annexed Area.

Fire Service

The City and County agree to adopt, within 60 days of the date of execution of this Agreement, the attached intergovernmental agreement in substantially similar form as set forth on Attachment D.

Roads, Rights of Ways, Traffic Signals

Pursuant to O.C.G.A. § 36-36-7(c), the City and the County agree that the City shall assume ownership, control, care and maintenance of all portions of the County roads, including bridges, within the Annexed Area in which the City annexes on both sides of the right of way and notwithstanding narrow strips excepted from the Annexation Area along Clifton Road, Houston Mill Road, and Burlington Road. The City and County further agree that the City shall assume ownership, control, care and maintenance of all portions of Clifton Road NE, Houston Mill Road NE, North Gatewood Road NE and Luckie Lane NE, including bridges, that lie within the area to be annexed whether or not the City has annexed on both sides of the right of way. This assumption of ownership shall include all easements in which the County is a grantee or grantor, related to roads, right of ways, bridges or other encroachments, and traffic signals within the Annexed Area. The City shall assume ownership, control, care and maintenance of ten traffic signals within the annexed area on Clifton Road NE, specifically at the intersections of Clifton and the following cross-streets: (1) Fishburne/Gambrell, (2) Lowergate Dr., (3) Uppergate Dr., (4) Haygood Rd., (5) Gatewood Rd., (6) Houston Mill Rd., (7) Emory Point / Conference Center, (8) Emory Point Pedestrian/Fire Station, (9) CDC Parkway and (10) Old Briarcliff Way / Wesley Woods. The City shall assume ownership, control, care and maintenance of the traffic signal at Haygood Dr. and Andrews Circle.

The County shall have a perpetual non-exclusive license to access the roads for the purpose of replacing, repairing and maintaining County-owned infrastructure located in or under the right-of-way as generally identified on the maps attached hereto and incorporated herein as Attachment E.

Sewer Capacity

The City and County agree that development in the Annexed Area will require sewer capacity analysis by the County in order to provide water and sewer services to the Annexed Area. The City agrees to: (1) notify applicants for development in the Annexed Area of the requirement for sewer capacity analysis by the County; (2) provide the County with written/email notice of any proposed development within the Annexed Area which will require water and sewer access from the County; and (3) work cooperatively with the County as it reviews capacity and makes decisions regarding improvements to ensure sewer capacity. The County agrees to perform the analysis without undue delay, and further agrees to not withhold consent or approval to projects if capacity is reasonably available.

Other Services

The City shall provide all other governmental services not specifically identified in this Agreement to the Annexed Area.

Miscellaneous

Marta

The City and County agree to ask the members of the Metropolitan Atlanta Rapid Transit Authority (“MARTA”) Board of Directors to convene and attend a public meeting to discuss MARTA’s future transit plans for the Annexed Area.

Adoption by the Arbitration Panel

The City and County agree to submit this Agreement, once approved by their respective Governing Authorities, to the Arbitration Panel for adoption by the Panel as its findings and recommendations pursuant to O.C.G.A. §36-36-119.

Term

The term of this Agreement shall begin on the date the last party executes this Agreement as reflected on the signature pages and shall remain in full force and effect for 10 years thereafter except insofar as expressly discussed above in items (a, b, c) of the Zoning and Land Use section and in connection with the provision of fire services as discussed in the Service Delivery section.

Denial of Liability

The Parties understand and agree that this Agreement is in compromise of claims and potential claims related to the proposed Annexation that are disputed. The Emory Parties and the City have each denied that they have proposed a substantial change in the intensity of the allowable use of the property or a change to a significantly different allowable use or a use which significantly increases the net cost of infrastructure or diminishes the value or useful life of a capital outlay project. This Agreement will in no way be construed to indicate or to imply any wrongdoing or admission of liability on the part of any of the Parties.

Open Records Act

The Parties agree that this Agreement is subject to disclosure requirements under state and federal law, such as the Georgia Open Records Act, O.C.G.A. §50-18-70 et seq.

Additional Affirmations, Representations and Covenants

The Parties affirm that they have each read and understand each of the provisions of this Agreement; have been given a reasonable amount of time to review and consider this Agreement before signing it; and are entering into this Agreement of their own free wills.

The City represents, warrants and covenants as follows:

- (a) The City is a municipal corporation organized and existing under the laws of this State.
- (b) The City is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated

hereby and to perform all of its obligations hereunder.

- (c) The City has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.
- (d) This Agreement constitutes the legal, valid and binding obligation of City enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the City, nor the best knowledge of the City is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement.
- (f) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the City of this Agreement or in connection with the carrying out by the City of its obligations hereunder have been obtained.
- (g) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the City is or is to be a party will not violate any judgment, order, law or regulation applicable to the City.
- (h) To the best of the City's knowledge, information and belief, the representations above are reasonable.

The County represents, warrants and covenants as follows:

- (a) The County is a political subdivision duly organized and existing under the laws of this State.
- (b) The County is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) The County has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by

- a requisite majority of the members thereof or by other appropriate official approval.
- (d) This Agreement constitutes the legal, valid and binding obligation of County enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
 - (e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting the County, nor the best knowledge of the County is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement.
 - (f) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by the County of this Agreement or in connection with the carrying out by the County of its obligations hereunder have been obtained.
 - (g) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which the County is or is to be a party will not violate any judgment, order, law or regulation applicable to the County.
 - (h) To the best of the County's knowledge, information and belief, the representations above are reasonable.

Entire Understanding

The Parties understand and agree that this Agreement constitutes the entire understanding between the County on the one hand, and the City on the other hand concerning the Annexation, and supersedes any and all verbal or written discussions, proposals, and/or offers of compromise or settlement concerning the Annexation. This Agreement cannot be changed except in a writing, approved by the City's Council and the County's Governing Authority. This Agreement is not intended to preempt or override any agreements between the City and one or more of the Emory Parties to which the County is not a party.

Notices

All required notices shall be given by certified first class U.S. Mail, return receipt requested. The parties agree to give each other non-binding duplicate email notice to the individuals serving in the capacities set forth in this section. Future changes in address shall be effective upon written notice being given by the Parties via certified first class U.S. mail, return receipt requested. Notices shall be addressed to the Parties at the following addresses:

If to the County: Chief Executive Officer
 1300 Commerce Drive
 6th Floor
 Decatur, Georgia 30030

Executive Assistant/Chief Operating Officer
1300 Commerce Drive
6th Floor
Decatur, Georgia 30030

With a copy to: County Attorney
 1300 Commerce Drive, 5th Floor
 Decatur, Georgia 30030

If to the City: Mayor
 City of Atlanta
 55 Trinity Avenue, SW
 Suite 2400
 Atlanta, Georgia 30303

Chief Operating Officer
City of Atlanta
55 Trinity Avenue, SW
Suite 2400
Atlanta, Georgia 30303

With a copy to: City Attorney
 55 Trinity Avenue, SW
 Suite 5000
 Atlanta, Georgia 30303

Severability, Venue and Enforceability

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. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the state of Georgia without regard to conflicts of law principles thereof. Should any party institute suit concerning this Agreement, venue shall be in the Superior Court of DeKalb County, Georgia or Fulton County, Georgia, or the United States District Court for the Northern District of Georgia. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Binding Effect

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

Counterparts

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

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers on the day and year written below.

[SIGNATURES ON FOLLOWING PAGES]

September 26, 2017

This _____ day of _____, 2017.

DEKALB COUNTY, GEORGIA

Dir. (SEAL)

MICHAEL THURMOND
Chief Executive Officer
DeKalb County, Georgia

ATTEST:

BARBARA H. SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO FORM:

O.V. BRANTLEY
COUNTY ATTORNEY

September 26, 2017

Executed this ____ day of
_____, 2017.

ATTEST:

CITY OF ATLANTA

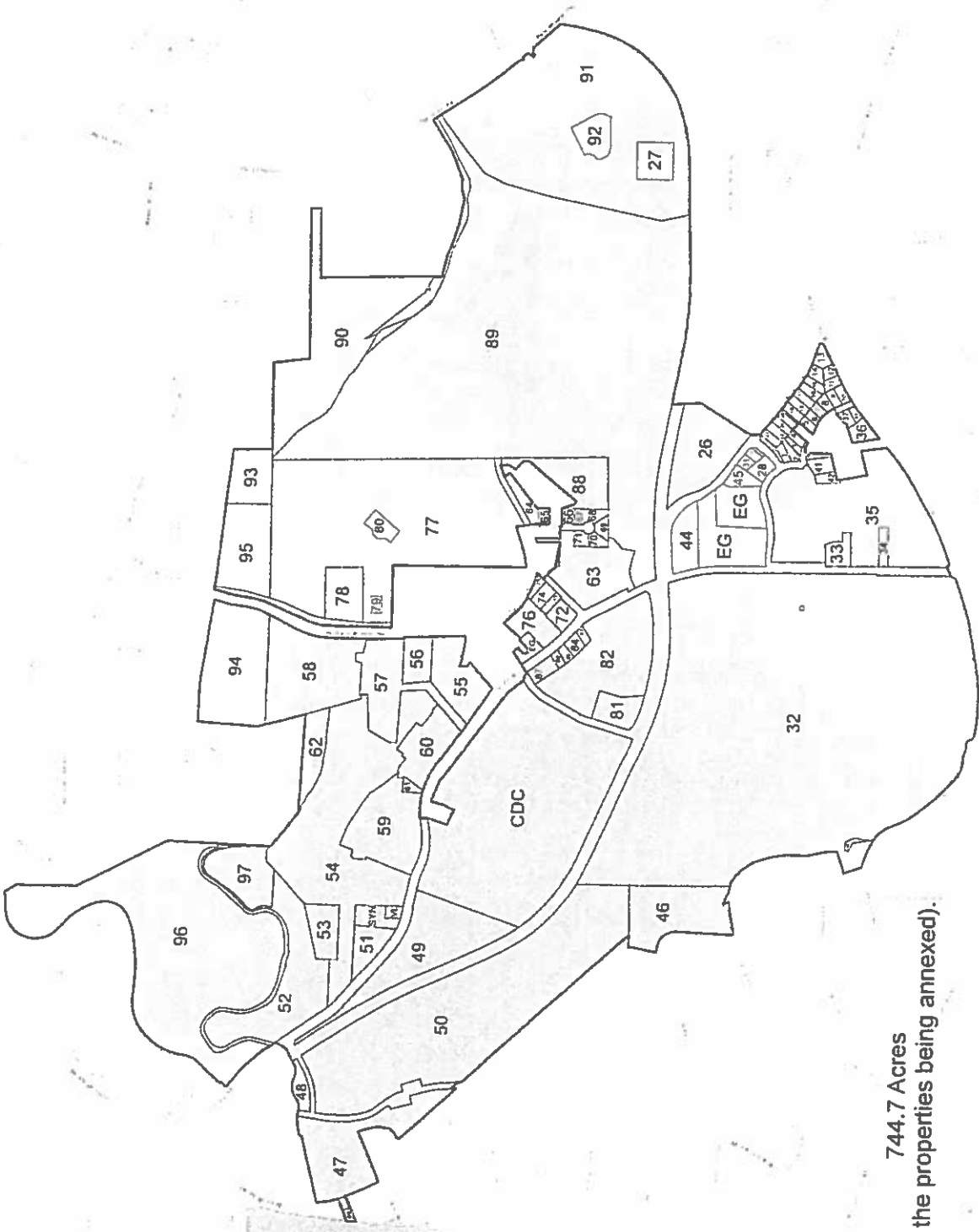
KASIM REED
MAYOR

Municipal Clerk (Seal)

APPROVED AS TO FORM:

City Attorney

Attachment A



744.7 Acres
(Only the properties being annexed).



Legend

- Boundary
- Other
- Other

PROJECT MAD 1903 STATE PLANE GEORGIA WEST

DATE 08 SURVEY FEET

SCALE 1" = 100'

REVISION 1 13 494

REVISION 2 1 19 791 R

DATE

AUTHOR

CHECKED

COMMENTS

COMMENTS

COMMENTS

Emory University and CDC Annexation Area

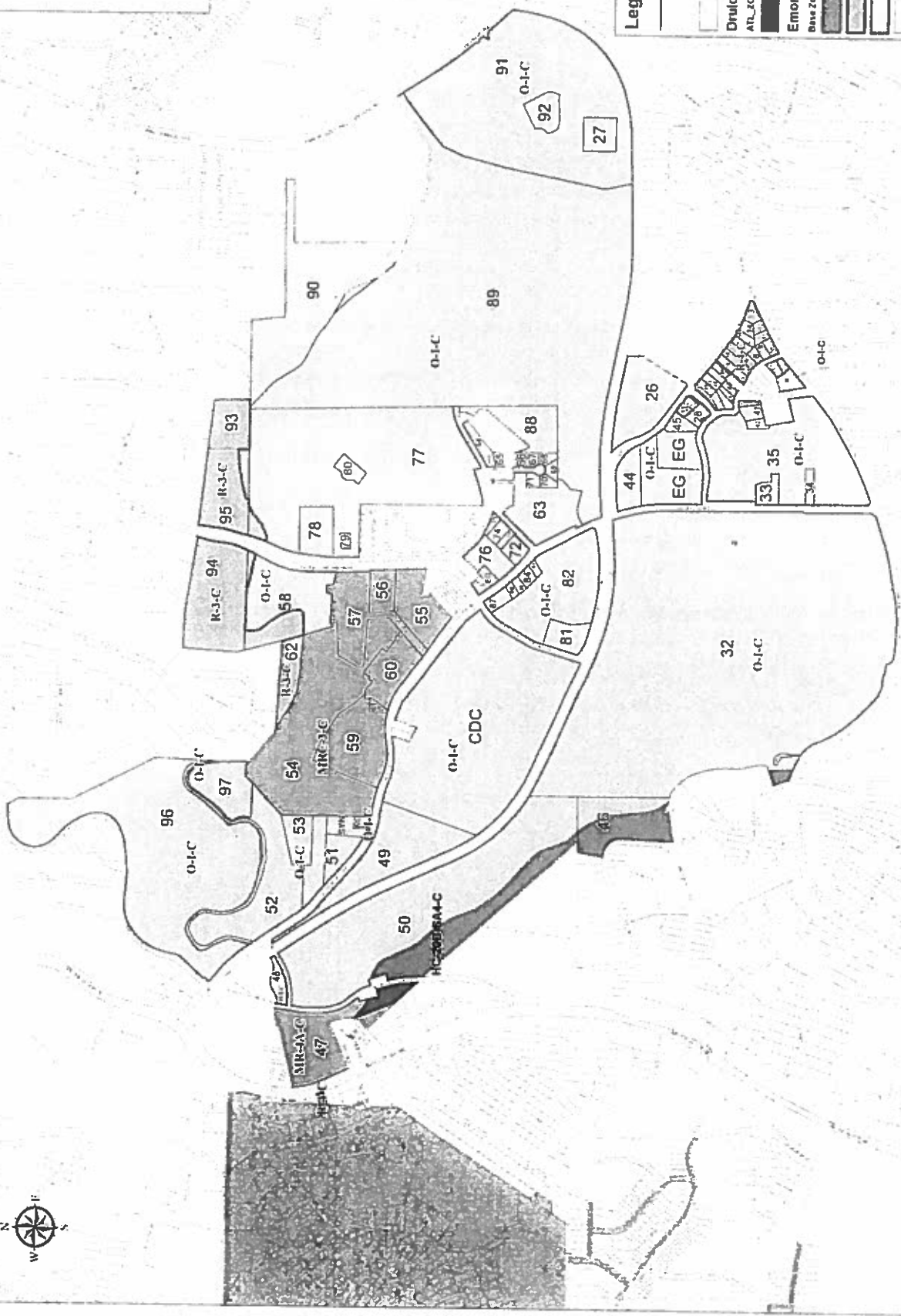
THIS MAP IS PROVIDED AS A PUBLIC SERVICE

The City of Atlanta has made every effort to ensure that the data contained herein are accurate and consistent. The City of Atlanta is not responsible for any errors or omissions in this map or any products derived from it. The City of Atlanta is not liable for any damages or losses resulting from the use of this map or any products derived from it. The information contained herein is for informational purposes only and should not be used as a basis for any legal or financial decisions.

Map Legend #	PARCEL ID #	Map Legend #	PARCEL ID #	Map Legend #	PARCEL ID #	Map Legend #	PARCEL ID #	Map Legend #	PARCEL ID #
1	18 052 02 004	34	18 053 03 007	69	18 058 04 016	EG	18 058 04 016	EG	18 053 05 002
2	18 052 02 005	35	18 053 03 010	70	18 058 04 017	EG	18 058 04 017	EG	18 058 05 004
3	18 052 02 006	36	18 053 03 019	71	18 058 04 018	GP	18 058 04 018	GP	18 053 01 004
4	18 052 02 007	37	18 053 03 020	72	18 058 05 007	SYN	18 058 05 007	SYN	18 057 06 008
5	18 052 02 009	40	18 053 03 026	73	18 058 05 009	VL	18 058 05 009	VL	18 057 06 003
6	18 052 02 010	41	18 053 03 027	74	18 058 05 010		18 058 05 010		
7	18 052 02 011	42	18 053 03 030	75	18 058 05 011		18 058 05 011		
8	18 052 02 012	43	18 053 03 033	76	18 058 05 015		18 058 05 015		
9	18 052 02 013	44	18 053 05 001	77	18 058 06 001		18 058 06 001		
10	18 052 02 014	45	18 053 05 004	78	18 058 06 004		18 058 06 004		
11	18 052 02 015	46	18 054 11 026	79	18 058 06 005		18 058 06 005		
12	18 052 02 016	47	18 057 03 031	80	18 058 06 006		18 058 06 006		
13	18 052 02 017	48	18 057 03 034	81	18 058 07 001		18 058 07 001		
14	18 052 02 018	49	18 057 05 002	82	18 058 07 002		18 058 07 002		
15	18 052 02 019	50	18 057 05 018	83	18 058 07 003		18 058 07 003		
16	18 052 02 020	51	18 057 06 002	84	18 058 07 004		18 058 07 004		
17	18 052 02 021	52	18 057 06 006	85	18 058 07 005		18 058 07 005		
18	18 052 02 022	53	18 057 06 007	86	18 058 07 006		18 058 07 006		
19	18 052 02 023	54	18 058 01 001	87	18 058 07 008		18 058 07 008		
20	18 052 02 024	55	18 058 01 009	88	18 059 01 002		18 059 01 002		
21	18 052 02 025	56	18 058 01 010	89	18 059 01 004		18 059 01 004		
22	18 052 02 026	57	18 058 01 028	90	18 059 01 005		18 059 01 005		
23	18 052 02 027	58	18 058 01 031	91	18 060 02 001		18 060 02 001		
24	18 052 02 028	59	18 058 01 033	92	18 060 16 001		18 060 16 001		
25	18 052 02 034	60	18 058 01 034	93	18 104 02 016		18 104 02 016		
26	18 052 12 025	61	18 058 01 035	94	18 105 10 003		18 105 10 003		
27	18 052 13 002	62	18 058 01 036	95	18 105 13 008		18 105 13 008		
28	18 052 17 001	63	18 058 04 005	96	18 106 05 001		18 106 05 001		
29	18 052 17 002	64	18 058 04 010	97	18 106 05 002		18 106 05 002		
30	18 052 17 003	65	18 058 04 011	99	18 057 01 007		18 057 01 007		
31	18 052 17 004	66	18 058 04 013	100	18 053 01 002		18 053 01 002		
32	18 053 01 001	67	18 058 04 014	CDC	18 058 03 013		18 058 03 013		
33	18 053 03 002	68	18 058 04 015	EG	18 053 05 005		18 053 05 005		

Attachment B

Emory Annexation Area Zoning



Legend

- MS STATEAT_1001_10E_31
- Druid Hill Parcels_13
- Emory Parcels_1001
- ATL_ZON
- Emory Zoning
- Base Zoning
- CDL Multi-Family
- Residential - Single Family
- Other Institutional
- Public
- Atlanta City Limits

Druid Hill Landmark District 2

THIS MAP IS PROVIDED AS A PUBLIC SERVICE. The City of Atlanta has made every effort to ensure the accuracy of the data and map products being developed. The user of the Data and/or map products is advised that the City of Atlanta does not warrant the accuracy of the information provided by Maps 31103. Submitted to User by the City of Atlanta.

Project No: 1001
 Date: 3/3/04
 Author: Request
 Request No: 33454
 Date: 3/3/04
 Comments: Comments
 Comments: Comments

City of Atlanta
 Department of City Planning



THE MAPS PROVIDED AS A PUBLIC SERVICE. The City of Atlanta has made every effort to ensure the accuracy of the data and map products being developed. The user of the Data and/or map products is advised that the City of Atlanta does not warrant the accuracy of the information provided by Maps 31103. Submitted to User by the City of Atlanta.

Emory Legend	Parcel ID	DC Land Use	DC Zoning	ATL Zoning	ATL Land Use
EMORY_LEGEND	PARCEL_ID	DC_LANDUSE	DC_ZONING	ATL_ZON	ATL_LU
66	18 058 04 013	TC	OI	O-I-C	O-I
69	18 058 04 016	TC	OI	O-I-C	O-I
62	18 058 01 036		R-85	R-4-C	SFR
58	18 058 01 031	TC	MZ	O-I-C & R-3-C	O-I & SFR
54	18 058 01 001	TC	MZ	MRC-3-C & O-I-C	O-I & MUHD
59	18 058 01 033		MU-5	MRC-3-C	MUHD
83	18 058 07 003	TC	OI	O-I-C	O-I
55	18 058 01 009	TC	MU-5	MRC-3-C	MUHD
63	18 058 04 005	TC	OI	O-I-C	O-I
77	18 058 06 001	TC	MZ	O-I-C & R-3-C	O-I & SFR
51	18 057 06 002	TC	OI	O-I-C	O-I
78	18 058 06 004	TC	OI	O-I-C	O-I
94	18 105 10 003	TC	MZ	O-I-C & R-3-C	O-I
85	18 058 07 005	TC	OI	O-I-C	SFR & O-I
84	18 058 07 004	TC	OI	O-I-C	O-I
72	18 058 05 007	TC	OI	O-I-C	O-I
47	18 057 03 031	TC	HR-2	MR-4A-C & HC-20B SA4-C	O-I
75	18 058 05 011	TC	OI	O-I-C	HDR
68	18 058 04 015	TC	OI	O-I-C	O-I
70	18 058 04 017	TC	OI	O-I-C	O-I
73	18 058 05 009	TC	OI	O-I-C	O-I
82	18 058 07 002	TC	OI	O-I-C	O-I
81	18 058 07 001	TC	OI	O-I-C	O-I
86	18 058 07 006	TC	OI	O-I-C	O-I
65	18 058 04 011	TC	OI	O-I-C	O-I
90	18 059 01 005	TC	OI	O-I-C	O-I
60	18 058 01 034		MU-5	MRC-3-C	MUHD
61	18 058 01 035		MU-5	MRC-3-C	MUHD
48	18 057 03 034	TC	OI	O-I-C	O-I
99	18 057 01 007	SUB	R-75	R-4-C	SFR
76	18 058 05 015	TC	OI	O-I-C	O-I
71	18 058 04 018	TC	OI	O-I-C	O-I

CDC	18 058 03 013 TC	OI	O-I-C	O-I
57	18 058 01 028 TC	MU-5	MRC-3-C	MUHD
67	18 058 04 014 TC	OI	O-I-C	O-I
93	18 104 02 016 SUB	R-85	O-I-C & R-4-C	SFR & O-I
64	18 058 04 010 TC	OI	O-I-C	O-I
56	18 058 01 010 TC	MU-5	MRC-3-C	MUHD
88	18 059 01 002 TC	OI	O-I-C	O-I
49	18 057 05 002 TC	OI	O-I-C	O-I
74	18 058 05 010 TC	OI	O-I-C	O-I
95	18 105 13 008 SUB	MZ	O-I-C & R-3-C	O-I & SFR
96	18 106 05 001 TC	OI	O-I-C	O-I
79	18 058 06 005 TC	OI	O-I-C	O-I
87	18 058 07 008 TC	OI	O-I-C	O-I
6	18 052 02 010 TN	R-75	R-4-C	SFR
9	18 052 02 013 TN	R-75	R-4-C	SFR
43	18 053 03 033	R-75	R-4-C	SFR
36	18 053 03 019 TC	OI	O-I-C	O-I
16	18 052 02 020 TN	R-75	R-4-C	SFR
31	18 052 17 004 TC	R-75	R-4-C	O-I
8	18 052 02 012 TN	R-75	R-4-C	SFR
45	18 053 05 004 TC	OI	O-I-C	O-I
22	18 052 02 026 TN	R-75	R-4-C	SFR
2	18 052 02 005 TN	R-75	R-4-C	SFR
46	18 054 11 026 TN	MZ	O-I & HC-20B-SA4-C	O-I & SFR
1	18 052 02 004 TN	R-75	R-4-C	SFR
19	18 052 02 023 TN	R-75	R-4-C	SFR
37	18 053 03 020 TN	R-75	R-4-C	SFR
41	18 053 03 027 TC	OI	O-I-C	O-I
30	18 052 17 003 TC	R-75	R-4-C	O-I
18	18 052 02 022 TN	R-75	R-4-C	SFR
44	18 053 05 001 TC	OI	O-I-C	O-I
28	18 052 17 001 TC	MZ	O-I-C & R-4-C	O-I
4	18 052 02 007 TN	R-75	R-4-C	SFR
34	18 053 03 007 TC	OI	O-I-C	O-I

25	18 052 02 034 TN	R-75	R-4-C	SFR
33	18 053 03 002 TC	OI	O-I-C	O-I
35	18 053 03 010 TC	OI	O-I-C	O-I
12	18 052 02 016 TN	R-75	R-4-C	SFR
92	18 060 16 001 TC	OI	O-I-C	O-I
17	18 052 02 021 TN	R-75	R-4-C	SFR
10	18 052 02 014 TN	R-75	R-4-C	SFR
7	18 052 02 011 TN	R-75	R-4-C	SFR
24	18 052 02 028 TN	R-75	R-4-C	SFR
42	18 053 03 030 TC	OI	O-I-C	O-I
21	18 052 02 025 TN	R-75	R-4-C	SFR
26	18 052 12 025 TC	OI	O-I-C	O-I
20	18 052 02 024 TN	R-75	R-4-C	SFR
11	18 052 02 015 TN	R-75	R-4-C	SFR
3	18 052 02 006 TN	R-75	R-4-C	SFR
32	18 053 01 001 TC	OI	O-I-C & HC-20B SA4-C	O-I
14	18 052 02 018 TN	R-75	R-4-C	SFR
13	18 052 02 017 TN	R-75	R-4-C	SFR
91	18 060 02 001 TC	OI	O-I-C	O-I
5	18 052 02 009 TN	R-75	R-4-C	SFR
23	18 052 02 027 TN	R-75	R-4-C	SFR
40	18 053 03 026 TN	R-75	R-4-C	SFR
29	18 052 17 002 TC	R-75	R-4-C	O-I
15	18 052 02 019 TN	R-75	R-4-C	SFR
EG	18 053 05 005 TC	OI	O-I-C	O-I
EG	18 053 05 002 TC	OI	O-I-C	O-I
27	18 052 13 002 TC	OI	O-I-C	O-I
89	18 059 01 004 TC	OI	O-I-C	O-I
EG	18 058 05 004 TC	OI	O-I-C	O-I
GP	18 053 01 004 TC	OI	O-I-C	O-I
97	18 106 05 002 TC	OI	O-I-C	O-I
53	18 057 06 007 TC	OI	O-I-C	O-I
52	18 057 06 006 TC	OI	O-I-C	O-I
SYN	18 057 06 008 TC	OI	O-I-C	O-I

VL	18 057 06 003 TC	O-I	O-I-C	O-I
80	18 058 06 006 TC	O-I	O-I-C	O-I
50	18 057 05 018 TC	O-I	O-I & HC-20B SA4-C	O-I
100	18 053 01 002 TC	O-I	O-I-C	O-I

Attachment C

Sec. 9. - Powers and duties of the commission.

(a)

The commission shall have the power and authority to fix and establish, by appropriate resolution or ordinance entered on its minutes, policies, rules and regulations governing all matters reserved to its jurisdiction by this act. The commission shall exercise only those powers which are necessarily and properly incident to its function as a policy-making or rule-making body or which are necessary to compel enforcement of its adopted resolutions or ordinances, and any power or combination of powers vested in the commission by this act shall be subject to the limitations provided in section 23 of this act. The following powers are hereby vested in the commission:

(1)

To levy taxes.

(2)

To make appropriations.

(3)

To fix the rates of all other charges.

(4)

To authorize the incurring of indebtedness.

(5)

To authorize work to be done where the cost is to be assessed against the benefited property and to fix the basis for such assessment.

(6)

To establish, alter, or abolish public roads, private ways, bridges and ferries, according to law, but the chief executive shall have the authority to accept subdivision plats when the requirements established by the commission for subdivisions have been met.

(7)

To establish, abolish, or change election precincts and militia districts according to law.

(8)

To allow the insolvent lists for the county.

(9)

To authorize the acceptance for the county of the provisions of any optional statute where the statute permits its acceptance by the governing authority of a county.

(10)

To regulate land use by the adoption of a comprehensive development plan and by the adoption of other planning and zoning ordinances which relate reasonably to the public health, safety, morality, and general welfare of the county and its citizens; provided, however, that no planning or zoning ordinances shall become effective unless approved, prior to consideration and adoption by the governing authority, by the member or members of the commission representing the district or super district in which the subject property is located.

(11)

To create and change the boundaries of special taxing districts authorized by law.

(12)

To fix the bonds of county officers where same are not fixed by statute.

(13)

To enact any ordinances or other legislation the county may be given authority to enact.

(14)

To determine the priority of capital improvements.

(15)

To call elections for the voting of bonds.

(16)

Except as modified by the powers vested in the chief executive by other provisions of this act, to exercise the power and authority vested by law in the judge of the probate court when sitting for county purposes.

(17)

Except as modified by the powers vested in the chief executive by other provisions of this act, to exercise the powers now or hereafter vested in county governing authorities by the constitution and general laws of this state.

(18)

To fix, levy and assess license fees, charges or taxes on all persons, firms and corporations engaging in or offering to engage in any trade, business, calling, avocation or profession in the area of DeKalb County, outside the corporate limits of municipalities situated therein, except businesses which are subject to regulation by the state public service commission, and to classify all such persons, firms and corporations according to the nature, manner and size of business conducted by such persons, firms and corporations and to fix, levy and assess different license fees, charges or taxes against different classes of trades, businesses, callings, avocations or professions. Such licenses shall be issued, annually or otherwise, and may be revoked, canceled or suspended after notice and a hearing.

in accordance with rules prescribed by the commission. Said commission shall be further authorized to adopt ordinances and resolutions to govern and regulate all such trades, businesses, callings, avocations or professions, not contrary to regulations prescribed by general law, for the purpose of protecting and preserving the health, safety, welfare and morals of the citizens of said county, and to prescribe penalties for the violation of any such ordinances and resolutions, including the operation of such businesses without the obtaining of a license or when such license is revoked or suspended. Payment of said license fees, charges or taxes may be enforced by fi. fas. issued by the commission and levied by any officer in said county authorized by law to levy fi. fas. for taxes, assessments, fines, costs or forfeitures due said county. The commission shall be authorized, in its discretion, to require any and all persons, firms or corporations licensed pursuant to the authority herein granted to give a bond payable to DeKalb County, and conditioned to pay said county or anyone else, suing in the name of said county and for their use, for injuries or damages received on account of dishonest, fraudulent, immoral or improper conduct in the administration of the business so licensed, such bond to be fixed and approved by the commission. Such license fees, charges or taxes shall be in addition to all other taxes or assessments heretofore or hereafter levied by said county, and all funds received from same shall be paid into the county depository as general funds of said county.

(19)

To adopt rules regulating the operation of the commission.

(20)

To prepare an agenda for meetings of the commission. The commission shall accept agenda items by the chief executive officer upon motion by any commissioner to be placed upon the agenda, pursuant to the rules by which an item may be placed on the agenda by a member of the commission.

(b)

In addition to the powers enumerated in subsection (a) of this section, the commission may adopt all such ordinances or regulations as it may deem advisable, not in conflict with the general laws of this state and of the United States, for the governing and policing of the county for the purpose of protecting and preserving the health, safety, welfare, and morals of the citizens of the county and for the implementation and enforcement of the powers and duties of the commission.

(c)

The commission is hereby authorized to adopt ordinances prescribing penalties and punishment for violation of any and all ordinances adopted by the commission to carry out any of the provisions of this section or other provisions of this Act or of any other law, and to prescribe maximum penalties and punishment for violation of same, except that the same shall in no event exceed a fine of one thousand dollars (\$1,000.00), imprisonment in the county jail for thirty (30) days, or labor on the work gang for any single offense, or any combination thereof; provided, however, that for violations of a pretreatment standard or requirement adopted pursuant to the federal Clean Water Act the maximum fine shall be one thousand dollars (\$1,000.00) per day for each violation by an industrial user.

(Acts 1981, p. 4304, § 1; Acts 1983, p. 4547, § 1; Acts 1986, p. 4107, § 1; Acts 1990, p. 4479, § 1; Acts 1992, p. 5363, § 1; Acts 2008, p. 3897, § 1; Acts. 2016, p. 4219, § 1)

Sec. 15. - Veto power of chief executive.

(a)

Every ordinance or resolution adopted by the commission shall be signed by the presiding officer of the commission or, in the absence of the presiding officer, the deputy presiding officer shall sign the ordinance or resolution. Such ordinance or resolution shall be certified by the clerk of the commission and presented by said clerk to the office of the chief executive within three (3) business days following its adoption by the commission. The chief executive shall approve or veto the ordinance or resolution within eight (8) business days after its adoption by the commission, and, except as hereinafter provided, no ordinance or resolution shall become effective without the approval of the chief executive.

(b)

If the chief executive vetoes an ordinance or resolution, the chief executive shall return it to the commission within two (2) business days after such veto along with a written statement of the reasons for the veto. If, at the meeting of the commission next held after receiving the vetoed ordinance or resolution, the commission shall again pass the ordinance or resolution by a two-thirds vote of its total membership, such ordinance or resolution shall become effective without the approval of the chief executive. If the chief executive does not approve or veto an ordinance or resolution within eight (8) business days after its adoption by the commission, it shall become effective without the chief executive's approval.

(c)

The chief executive may veto any item or items of any ordinance or resolution making appropriations, and the part or parts vetoed shall not become effective, except as provided by subsection (b) of this section with respect to other ordinances or resolutions. Any part of an ordinance or resolution making appropriations not vetoed by the chief executive shall become effective.

(d)

Nothing in this section shall authorize the chief executive to exercise a veto over any zoning ordinance adopted by the commission pursuant to its authority under paragraph (10) of subsection (a) of section 9 of this act, nor over any rule adopted by the commission pursuant to its authority under paragraph (19) of subsection (a) of section 9 of this act.

(Acts 1981, p. 4304, § 1; Acts 1988, p. 4740, § 3)

Attachment D

September 26, 2017

**INTERGOVERNMENTAL AGREEMENT
FOR THE PROVISION OF FIRE RESCUE SERVICES
BETWEEN
DEKALB COUNTY, GEORGIA and
THE CITY OF ATLANTA, GEORGIA**

THIS INTERGOVERNMENTAL AGREEMENT, by and between DeKalb County, Georgia (“County”) and the City of Atlanta, Georgia (“City”) entered into this _____ day of _____, 2017.

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

WHEREAS, the City of Atlanta is a municipality organized under the Laws of the State of Georgia, acting by and through its duly elected City Council; and

WHEREAS, the Georgia Constitution Art. 9, § 2, ¶ 3 prohibits cities and counties from exercising certain governmental authority within each other’s boundaries except by Intergovernmental Agreement or as otherwise provided by law; and

WHEREAS, the County and City desire to enter into an Intergovernmental Agreement (“IGA”), pursuant to Ga. Const. Art. 9, § 3, ¶ 1, for the County to provide fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within specific boundaries of the City for a period commencing on the first day of the month following annexation (hereafter “Commencement Date”) of the area indicated in Attachment A and ending on December 31, 2027. This agreement will automatically renew on January 1 of each successive year, unless terminated pursuant to Articles 2, 8 or 9 of this IGA.

WHEREAS, the County and the City further desire to establish the cost of the additional fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance to be provided by the County to the City pursuant to this Agreement; and

WHEREAS, 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 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:

September 26, 2017

ARTICLE 1

PURPOSE AND INTENT

1.1 The purpose of this Agreement is for the County to provide additional fire protection, fire suppression, emergency medical, hazardous material, technical rescue and support assistance within specific areas of the City, as indicated in Attachment A. Attachment A is attached hereto and hereby incorporated into this IGA.

1.2 The County therefore agrees to provide the City of Atlanta with services consistent with the overall quality of services provided throughout the County, with additional services as prescribed herein.

1.3 The City will pay for the costs of providing such services as agreed upon within this Agreement, and cooperate with the County in the provision of those fire rescue services.

1.4 Pursuant to O.C.G.A. §25-6-5, there shall be no liability imposed on the County of DeKalb, Georgia for failure to respond for the purpose of extinguishing or controlling any fire or other immediate response emergency as a party of this Agreement

ARTICLE 2

TERM OF AGREEMENT

2.1 The initial term of this Agreement shall commence on the Commencement Date and shall conclude at 2400 hours on 31st day of December, 2017. This Agreement shall automatically renew annually on January 1st of each successive year and shall end on December 31, 2027 (hereafter the "Expiration Date") for a total of (10) annual renewals unless terminated by either party.

2.2 The parties agree that, either party may terminate this Agreement for convenience at any time after two years from the Commencement Date upon no less than ninety (90) days written notice to the other party. Nothing in this article shall preclude termination pursuant to Section 8.

ARTICLE 3

COMPENSATION AND CONSIDERATION

3.1 For fire suppression and related services to be rendered pursuant to this Agreement, as described specifically in Article 4, the City shall pay the County according to the following schedule unless otherwise provided herein:

3.1.1 From the Commencement Date until December 31, 2017, a pro rata share of \$1,000,000 (One Million and 00/000 dollars) shall be remitted to the County due on or before thirty (30) days after the Commencement Date.

3.1.2 For 2018: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five

September 26, 2017

Hundred Thousand Dollars) due on or before June 30th.

3.1.3 For 2019: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.4 For 2020: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.5 For 2021: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.6 For 2022: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.7 For 2023: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.8 For 2024: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.9 For 2025: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.10 For 2026: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

3.1.11 For 2027: \$1,000,000.00 (One Million Dollars), shall be remitted to the County as follows: \$500,000 (Five Hundred Thousand Dollars) due on or before January 31st, and \$500,000 (Five Hundred Thousand Dollars) due on or before June 30th.

Should the Agreement be terminated earlier than the Expiration Date, the City shall pay the County a pro-rata share for that year as of the date of termination. Should the Agreement be in existence for the Original Term and through all annual automatic renewals, the total not to exceed amount to be paid for services rendered shall be \$10,250,000.00 (Ten Million Two Hundred Fifty Thousand Dollars).

3.2 All invoices shall be submitted to:

Atlanta Fire Rescue Department
Fiscal Business Manager / Accounting Office
226 Peachtree Street, SW
Atlanta, Georgia 30303

ARTICLE 4

COUNTY FIRE DEPARTMENT SERVICES

4.1 The County Fire Department shall automatically respond and utilize resources when providing fire prevention, fire suppression, emergency medical transport services, hazardous material, technical rescue, and support services from DeKalb Fire Station 1, on a continual 24-hour per day basis in accordance with Georgia law, County Ordinances, and City Ordinances. These services shall be provided within the jurisdictional boundaries of the City, as depicted in Attachment A (the "Annexation Area").

4.2 The County Fire Department units shall respond to all calls-for-service within the Annexation Area as depicted in Attachment A, as dispatched through the 911 system.

4.3 The County Fire Department units shall make every reasonable effort to maintain an emergency response time target of 7 minutes and 59 seconds or less, 90% of the time.

4.4 Incident supervision, including the provision of standby equipment, shall be as prescribed in DeKalb County Fire Rescue Standard Operating Procedures, until the County is relieved, by direction of the Mayor, or his designee, with qualified City fire personnel.

4.5 The County Fire Department shall respond to and render aid in emergency, life-saving and in-progress fire incidents occurring inside the Annexation Area, and to locations covered by existing County mutual aid agreements. In the event that the County fire department personnel must respond to incidents occurring outside the designated boundaries, the County Fire Chief or the County Fire Chief's designee shall ensure sufficient personnel remain available to continue routine and emergency fire suppression and emergency medical activities in the annexed area.

ARTICLE 5
EQUIPMENT

5.1 The County shall provide uniformed firefighters, of any rank, with the County's own support equipment necessary to carry out the fire suppression, fire protection and emergency medical services functions contemplated by this Agreement.

5.2 The County shall staff the existing units housed at DeKalb County Station 1 as follows: the engine (Engine 1) with a minimum of four (4) firefighters and the ladder truck (Truck 1) with a minimum of three (3) firefighters.

5.3 The County shall furnish and maintain in good working condition for the benefit of the City, all necessary emergency communication facilities and equipment necessary and proper for the purpose of performing the services, duties and responsibilities described in this Agreement.

5.4 Each County fire engine, ladder truck and battalion vehicle shall be furnished with standard support equipment as necessary and appropriate to carry out services contemplated by this Agreement.

5.5 There shall only be one public address (PA) system at DeKalb County Station 1 and

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this system shall be properly connected to speakers needed to meet the requirement of NFPA 1221 § 8.1.1.9. Both parties shall communicate together and coordinate any changes related to this section. Further, the City shall be responsible for all costs and expenses associated with the installation of new equipment needed for operating the PA system.

ARTICLE 6

RECORDKEEPING AND REPORTING

6.1 The County Fire Department 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 all reports relating to Fire Department activity within the City.

6.2 The County shall prepare and deliver quarterly reports to the Mayor with copies to the DeKalb County Chief Executive Officer and Board of Commissioners. The reports shall describe the type and number of calls for fire and first responder non-transport emergency medical services responded to by the County Fire Department.

6.3 Except as limited by any provision of state or federal law, the City may request, review and access data and County records to ensure compliance with this Agreement.

6.4 The County Fire Department shall document incidents within the City of Atlanta using the equipment and records management system (RMS) provided by the County Fire Department.

ARTICLE 7

EVENT OF DEFAULT

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

7.1.1 County repeatedly, defined as more than three times within any calendar year, disregards local priorities. Local priorities shall mean those items set forth in Article 5.

7.1.2 The County fails to meet the target response time of 7 minutes and 59 seconds at least 75% of the time during a calendar year, which failure has been communicated in writing by action of the Mayor to the County on more than one occasion.

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

7.2.1 Failure of the City to make payment as stipulated in Article 3.

ARTICLE 8

TERMINATION AND REMEDIES

8.1 Except as provided in Article 2 concerning termination by either party following 90 days' written notice, the City or County may terminate this Agreement in the event of default, unless

September 26, 2017

the default is cured as provided in this article.

8.2 If an event of default occurs, in the determination of the City, the City shall notify the County in writing as set forth in Article 10, specifying the basis for the default and advise the County that the default must be cured to the City's reasonable satisfaction within a 60-day period. The City may grant additional time to cure the default, as the City may deem appropriate, without waiver of any of the City's rights, so long as the County has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period, or any longer period which the City prescribes.

8.3 If an event of default occurs, in the determination of the County, the County shall notify the City in writing, as set forth in Article 10, specifying the basis for the default and advise the City that the default must be cured to the County's reasonable satisfaction within a 60-day period; except that for events of default related to the payment of fees, the cure period is reduced to 30 days. The County may grant additional time to cure the default, as the County may deem appropriate, without waiver of any of the County's rights, so long as the City has commenced curing the default and is effectuating a cure with diligence and continuity during the 60-day period (30 days for payments) or any longer period which the County prescribes.

8.4 In the event that either party breaches a material term or condition of this Agreement, other than an event of default, the party in breach, upon receipt of a written request from the non-breaching party, shall remedy the breach within 30 days of receipt of the request. If the breach is not cured within the specified time period, the non-breaching party may utilize the remedies of declaratory judgment, specific performance, mandamus or injunctive relief to compel the breaching party to remedy the breach.

8.5 In any case involving termination of this agreement, a reconciliation of all actual costs shall be made by both parties within 90 days of the actual termination of service.

8.6 The parties reserve all available remedies afforded by law to enforce any term of condition of this Agreement.

ARTICLE 9

AMENDMENTS

This Agreement, including the designated service area, may be modified at any time during the term by mutual written consent of both parties, as approved by the parties' governing authorities.

ARTICLE 10

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:

September 26, 2017

If to the County:

Chief Executive Officer
DeKalb County Government
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

With copies to:

County Attorney
DeKalb County Government
1300 Commerce Drive, 6th Floor
Decatur, Georgia 30030

Fire Chief
DeKalb County Government
1950 west Exchange Place, 5th Floor
Tucker, GA 30084

If to the City:

Chief Operating Officer
City of Atlanta
55 Trinity Street, SW
Suite 2400
Atlanta, GA 30303

With a copy to:

City Attorney
Department of Law
55 Trinity Avenue
Suite 5000
Atlanta, Georgia 30303

Fire Chief
Atlanta Fire and Rescue Department
Public Safety Headquarters
226 Peachtree Street, SW
Atlanta, Georgia 30303

ARTICLE 11

NON-ASSIGNABILITY

September 26, 2017

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

ARTICLE 12

ENTIRE AGREEMENT

12.1 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.

12.2 The attachments referred to and annexed to this Agreement are made a part of this Agreement.

ARTICLE 13

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 14

BINDING EFFECT

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

ARTICLE 15

COUNTERPARTS

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

ARTICLE 16

THIRD-PARTY BENEFICIARIES

This agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties. No third party or parties shall have any right of action hereunder for any cause whatsoever.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized officers on the day and year written below.

This ____ day of _____, 2017.

DEKALB COUNTY, GEORGIA

MICHAEL L. THURMOND
Chief Executive Officer
DeKalb County, Georgia Dir. (SEAL)

ATTEST:

BARBARA H. SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO FORM:

O.V. BRANTLEY
County Attorney

CITY OF ATLANTA, GEORGIA

Mayor

Municipal Clerk (SEAL)

Approved as to Form:

City Attorney

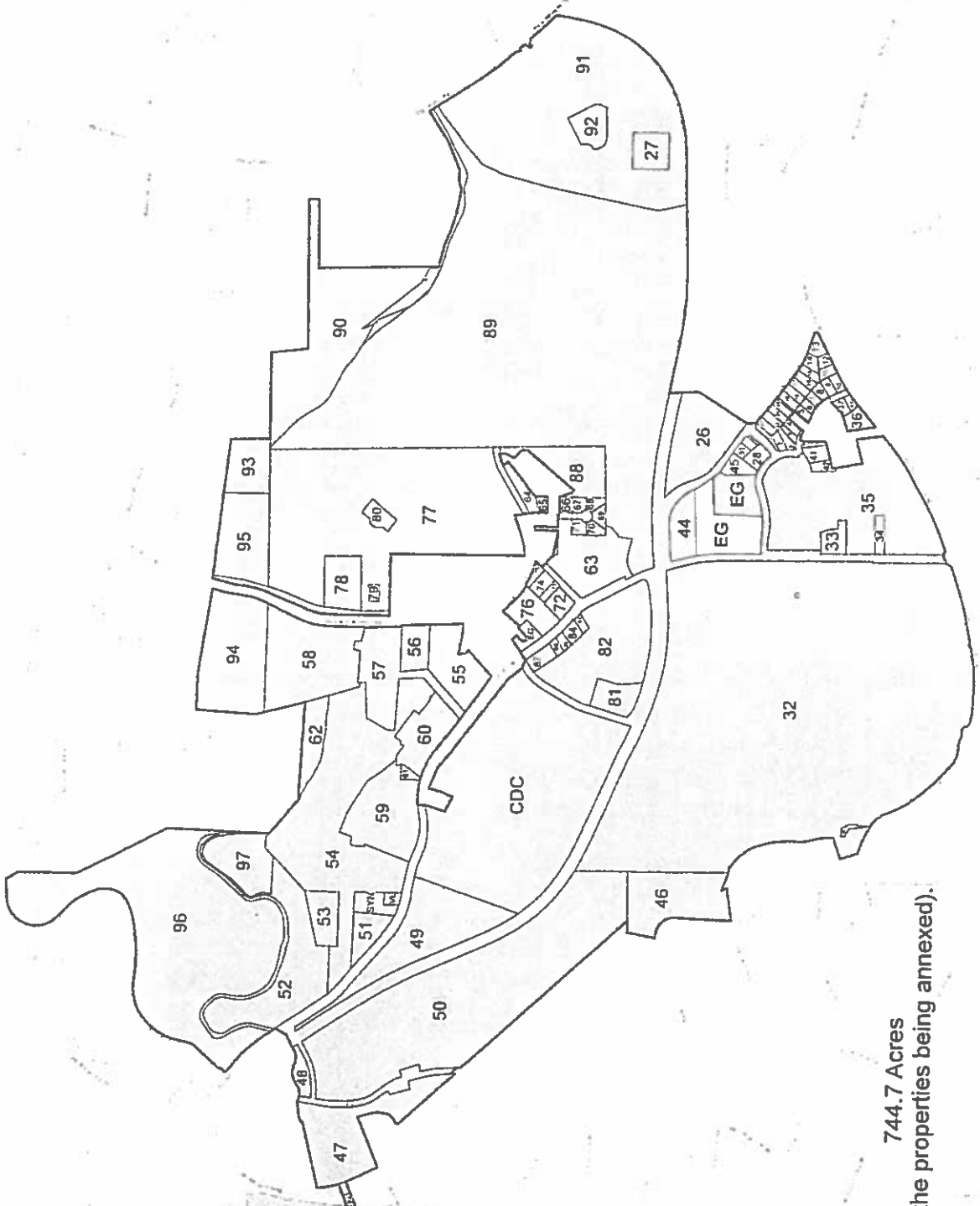
Chief Operating Officer

Fire Chief

Attachment A

Description of Service Area

DeKalb County Fire Department resources will automatically respond and provide fire prevention, fire suppression, emergency medical, hazardous material, technical rescue, and support services within the areas Annexed Area noted below:



Legend

- Property Boundary
- Street Centerline
- Proposed Subdivision

1:50,000 1:50,000 U.S. SURVEY FEET

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744.7 Acres
 (Only the properties being annexed).



THIS MAP IS PROVIDED AS A PUBLIC SERVICE.
 The City of Atlanta has made every effort to ensure the accuracy of the data and information shown on this map. However, the City of Atlanta does not warrant the accuracy or reliability of the data and information shown on this map. The user of the data and information shown on this map is responsible for verifying the information shown on this map with the information provided by Maps or Data Services to which the City of Atlanta is a subscriber.

Emory University and CDC Annexation Area

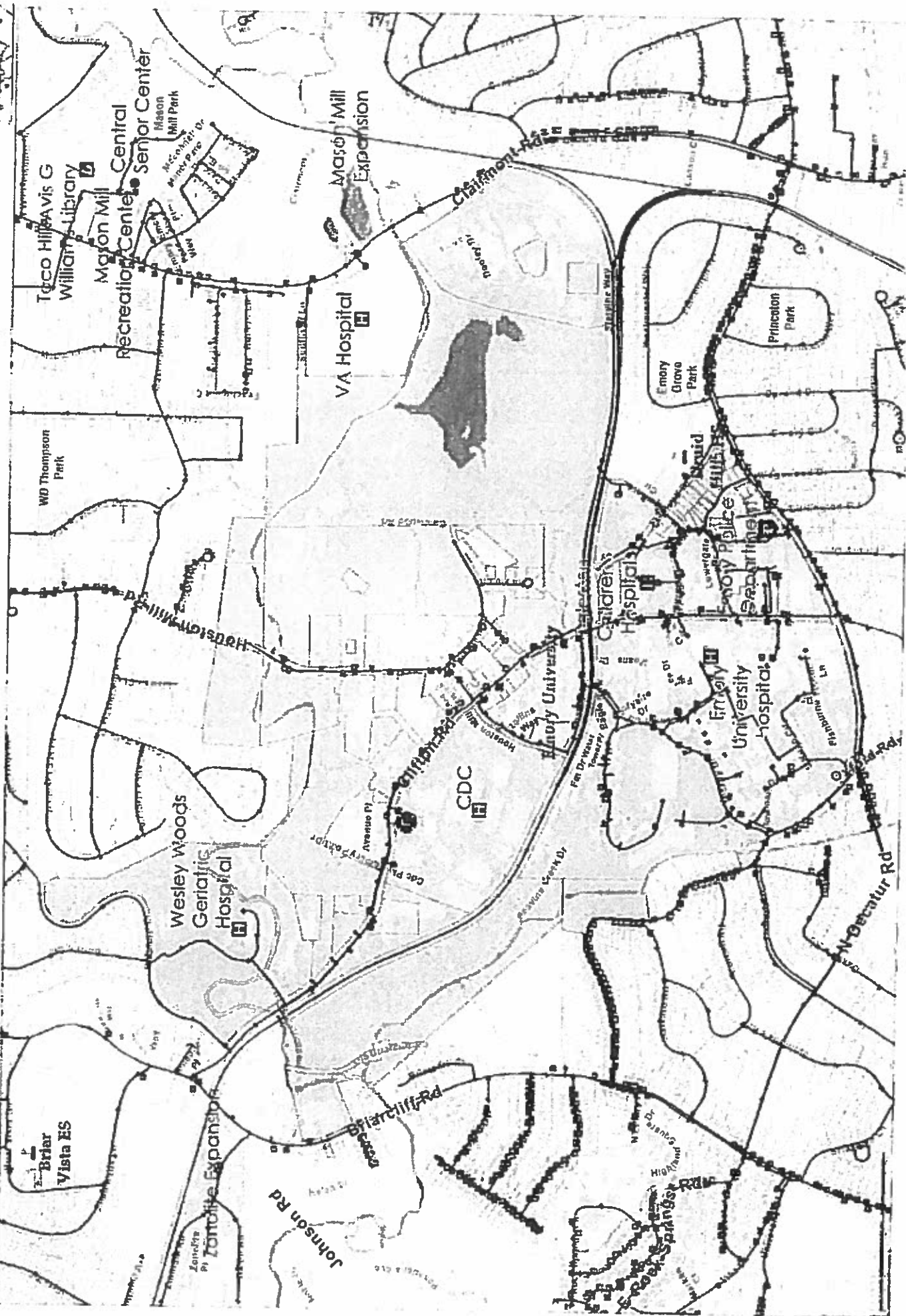
Attachment E

Proposed Emory and CDC Annexation Water Infrastructure



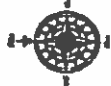
- Legend
- Proposed Water Main
- Proposed Sewer Main
- Proposed Storm Sewer Main
- Proposed Water Treatment Plant
- Proposed Sewer Treatment Plant
- Proposed Storm Sewer Treatment Plant
- Proposed Water Storage Tank
- Proposed Sewer Storage Tank
- Proposed Storm Sewer Storage Tank
- Proposed Water Distribution System
- Proposed Sewer Distribution System
- Proposed Storm Sewer Distribution System
- Proposed Water Collection System
- Proposed Sewer Collection System
- Proposed Storm Sewer Collection System

Proposed Area Includes 78,735 linear feet of water main

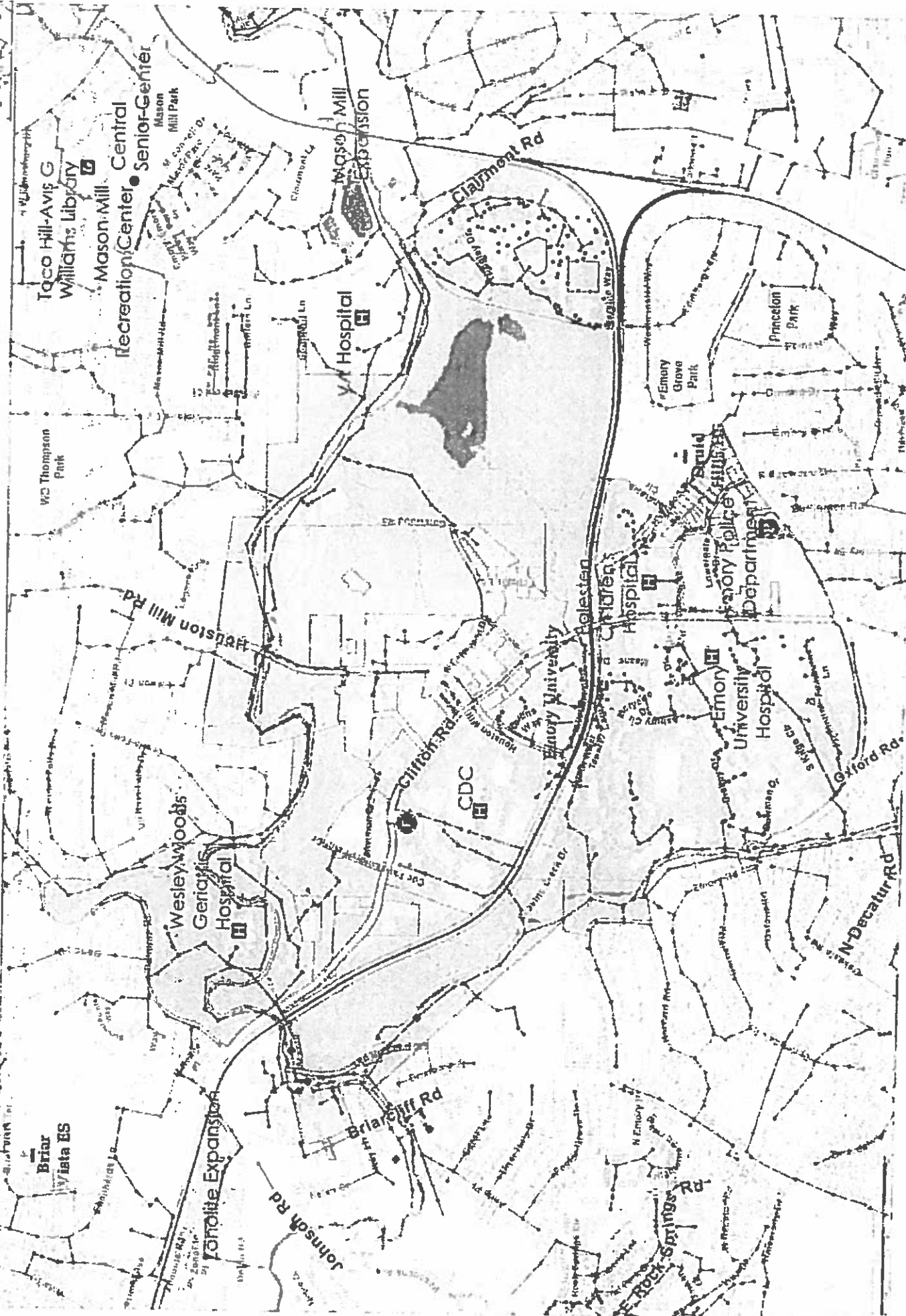


Proposed Emory and CDC Annexation Sewer Infrastructure

Proposed Area Includes 73,735 Linear Feet of Sewer Main



- Proposed Area
- City Boundary
- Highway
- Proposed Sewer Main
- Proposed Sewer Lateral
- Proposed Sewer Manhole
- Proposed Sewer Valve
- Proposed Sewer Cleanout
- Proposed Sewer Access Point
- Proposed Sewer Lift Station
- Proposed Sewer Treatment Plant
- Proposed Sewer Pumping Station
- Proposed Sewer Storage Tank
- Proposed Sewer Infiltration/Tunnel
- Proposed Sewer Tunnel
- Proposed Sewer Tunnel Access Point
- Proposed Sewer Tunnel Manhole
- Proposed Sewer Tunnel Valve
- Proposed Sewer Tunnel Cleanout
- Proposed Sewer Tunnel Access Point
- Proposed Sewer Tunnel Manhole
- Proposed Sewer Tunnel Valve
- Proposed Sewer Tunnel Cleanout
- Proposed Sewer Tunnel Access Point
- Proposed Sewer Tunnel Manhole
- Proposed Sewer Tunnel Valve
- Proposed Sewer Tunnel Cleanout

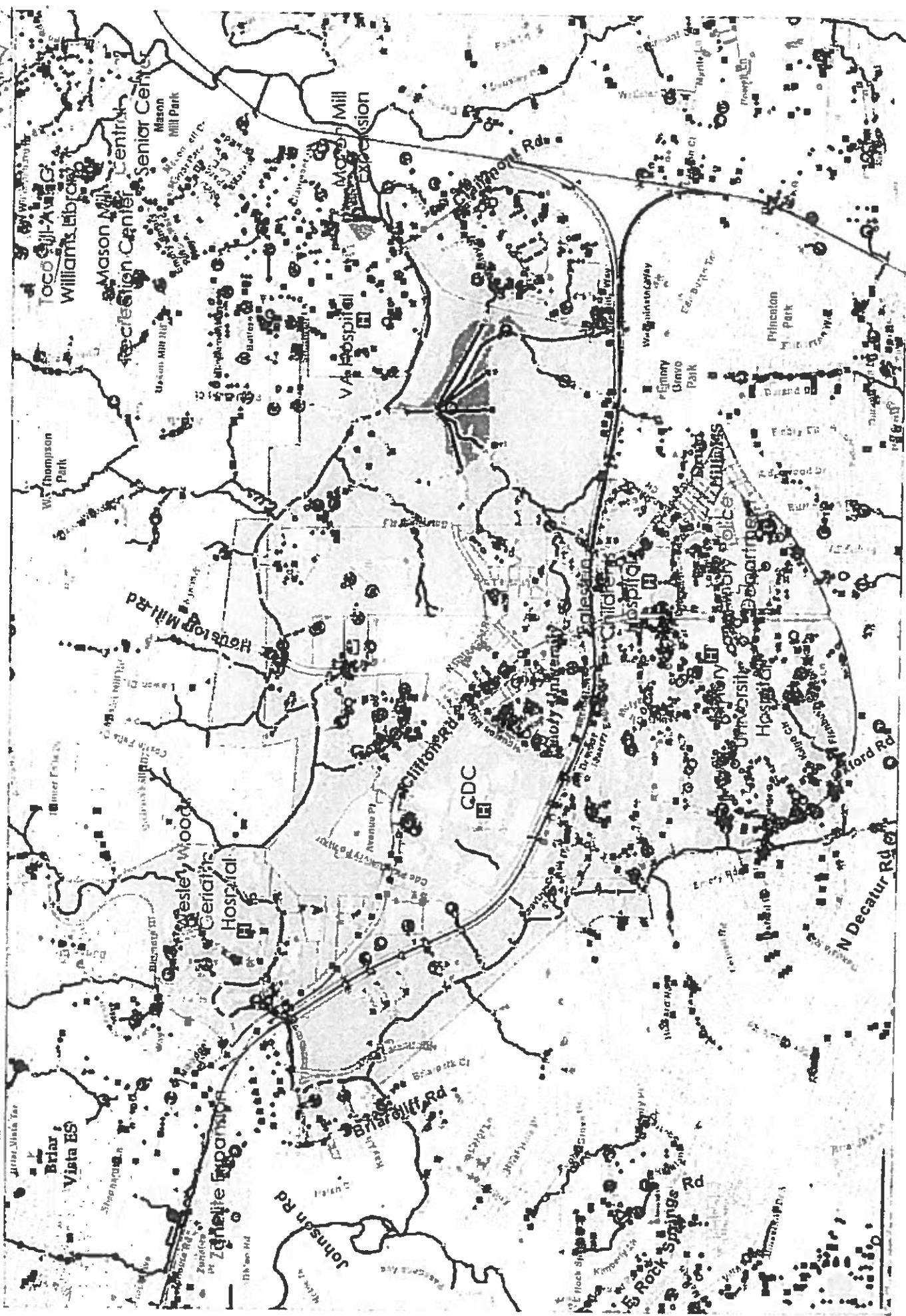
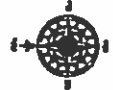


PARCEL_ID/Location	Address	ACREAGE	OWNER_NAME	COOWNER
Briarcliff Rd ROW		0		
Luckie Ln ROW		0		
Ridgewood Cir ROW		0		
Gatewood Rd ROW		0		
Seaboard RR ROW		0		
Houston Mill Rd ROW		0		
Clifton Rd ROW		0		
Ridgewood Dr ROW		0		
Uppergate Dr ROW		0		
Haygood Dr ROW		0		
Gatewood Rd ROW		0		
18 052 02 016	1854 NORTH DECATUR ROAD	0	EMORY UNIVERSITY	
18 052 02 027	1791 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 052 02 034	2005 RIDGEWOOD DRIVE	0.07	EMORY UNIVERSITY	
18 052 12 025	1760 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 052 17 001	2015 UPPERGATE DRIVE	0.4	EMORY UNIVERSITY	
18 052 17 004	1767 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 053 01 001	1380 OXFORD ROAD	4.28	EMORY UNIVERSITY	
18 053 03 002	1333 CLIFTON ROAD	1.04	EMORY UNIVERSITY	
18 053 03 007	1305 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 053 03 010	1722 NORTH DECATUR ROAD	22.01	EMORY UNIVERSITY	
18 053 03 027	1735 LOWERGATE DRIVE	0	EMORY UNIVERSITY	
18 053 03 030	1727 LOWERGATE DRIVE	0	EMORY UNIVERSITY	
18 053 05 001	1441 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 053 05 002	1405 CLIFTON ROAD	0	HENRIETTA EGLESTON HOSPITAL	FOR CHILDREN INC
18 053 05 004	2040 RIDGEWOOD DRIVE	1.75	EMORY UNIVERSITY	
18 053 05 005	1712 UPPERGATE DRIVE	2.78	EGLESTON CHILDRENS HOSPITAL AT	EMORY UNIVERSITY INC
18 057 03 031	1659 BRIARCLIFF ROAD	9.05	EMORY UNIVERSITY	
18 057 05 002	1746 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 06 002	1771 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 06 006	1825 CLIFTON ROAD	11.13	EMORY UNIVERSITY	
18 057 06 008	1749 CLIFTON ROAD	0	SYNOD OF SOUTH ATLANTIC	PRESBYTERIAN CHURCH (USA) INC
18 058 01 001	804 CLIFTON ROAD	27.33	EMORY UNIVERSITY	
18 058 01 009	780 HOUSTON MILL ROAD	4.8	EMORY UNIVERSITY	
18 058 01 010	792 HOUSTON MILL ROAD	0	EMORY UNIVERSITY	
18 058 01 028	1615 CLIFTON ROAD	6.29	EMORY UNIVERSITY	
18 058 01 031	866 HOUSTON MILL ROAD	4.5	EMORY UNIVERSITY	
18 058 01 033	806 CLIFTON ROAD	7.73	EMORY UNIVERSITY	
18 058 01 034	1619 CLIFTON ROAD	4.06	EMORY UNIVERSITY	
18 058 03 013	1600 CLIFTON ROAD	48.61	UNITED STATES OF AMERICA	
18 058 04 005	725 GATEWOOD ROAD	6.51	EMORY UNIVERSITY	
18 058 05 007	1501 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 058 05 009	718 GATEWOOD ROAD	0	EMORY UNIVERSITY	
18 058 05 010	722 GATEWOOD ROAD	0	EMORY UNIVERSITY	
18 058 05 015	1525 CLIFTON ROAD	2.15	EMORY UNIVERSITY	FRANK H HUFF
18 058 06 001	700 GATEWOOD ROAD	48.45	EMORY UNIVERSITY	
18 058 07 001	635 MICHAEL STREET	0	EMORY UNIVERSITY	
18 058 07 002	550 HOUSTON MILL ROAD	15.95	EMORY UNIVERSITY	
18 058 07 003	1520 CLIFTON ROAD	0.22	EMORY UNIVERSITY	
18 058 07 006	1540 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 058 07 008	1556 CLIFTON ROAD	0.66	EMORY UNIVERSITY	
18 059 01 004	0	144.62	EMORY UNIVERSITY	
18 059 01 005	1886 SOUTHERN LANE	17.8	EMORY UNIVERSITY	
18 060 02 001	1560 CLAIRMONT ROAD	3.37	EMORY UNIVERSITY	
18 106 05 001	850 BILTMORE DRIVE	0	EMORY UNIVERSITY	

PARCEL_ID/Location	Address	ACREAGE	OWNER_NAME	COOWNER
Briarcliff Rd ROW		0		
Ridgewood Cir ROW		0		
Gatewood Rd ROW		0		
Seaboard RR ROW		0		
Old Briarcliff Rd ROW		0		
Old Briarcliff Way ROW		0		
Houston Mill Rd ROW		0		
Clifton Rd ROW		0		
Ridgewood Dr ROW		0		
Uppergate Dr ROW		0		
Haygood Dr ROW		0		
Clifton Rd ROW		0		
18 052 02 018	1837 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 052 12 025	1760 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 052 13 002	1502 WILLIAMS LANE	2	EMORY UNIVERSITY CEMETERY	
18 052 17 002	1779 HAYGOOD DRIVE	0.05	EMORY UNIVERSITY	
18 053 01 001	1380 OXFORD ROAD	4.28	EMORY UNIVERSITY	
18 053 01 004	1340 OXFORD ROAD	0.13	GEORGIA POWER CO	TAX DEPT BIN 10120
18 053 03 002	1333 CLIFTON ROAD	1.04	EMORY UNIVERSITY	
18 053 03 007	1305 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 053 03 010	1722 NORTH DECATUR ROAD	22.01	EMORY UNIVERSITY	
18 053 05 001	1441 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 053 05 002	1405 CLIFTON ROAD	0	HENRIETTA EGLESTON HOSPITAL	FOR CHILDREN INC
18 053 05 004	2040 RIDGEWOOD DRIVE	1.75	EMORY UNIVERSITY	
18 053 05 005	1712 UPPERGATE DRIVE	2.78	EGLESTON CHILDRENS HOSPITAL AT	EMORY UNIVERSITY INC
18 054 11 026	1456 EMORY ROAD	0	EMORY UNIVERSITY	
18 057 03 031	1659 BRIARCLIFF ROAD	9.05	EMORY UNIVERSITY	
18 057 03 034	857 OLD BRIARCLIFF ROAD	0	EMORY UNIVERSITY	
18 057 05 018	1762 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 06 006	1825 CLIFTON ROAD	11.13	EMORY UNIVERSITY	
18 057 06 007	1803 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 058 01 001	804 CLIFTON ROAD	27.33	EMORY UNIVERSITY	
18 058 01 010	792 HOUSTON MILL ROAD	0	EMORY UNIVERSITY	
18 058 01 028	1615 CLIFTON ROAD	6.29	EMORY UNIVERSITY	
18 058 01 031	866 HOUSTON MILL ROAD	4.5	EMORY UNIVERSITY	
18 058 01 033	806 CLIFTON ROAD	7.73	EMORY UNIVERSITY	
18 058 01 034	1619 CLIFTON ROAD	4.06	EMORY UNIVERSITY	
18 058 01 036	840 CASTLE FALLS DRIVE	2.65	EMORY UNIVERSITY	
18 058 03 013	1600 CLIFTON ROAD	48.61	UNITED STATES OF AMERICA	
18 058 06 001	700 GATEWOOD ROAD	48.45	EMORY UNIVERSITY	
18 058 07 001	635 MICHAEL STREET	0	EMORY UNIVERSITY	
18 058 07 002	550 HOUSTON MILL ROAD	15.95	EMORY UNIVERSITY	
18 058 07 003	1520 CLIFTON ROAD	0.22	EMORY UNIVERSITY	
18 059 01 004	0	144.62	EMORY UNIVERSITY	
18 059 01 005	1886 SOUTHERN LANE	17.8	EMORY UNIVERSITY	
18 060 02 001	1560 CLAIRMONT ROAD	3.37	EMORY UNIVERSITY	
18 060 16 001	2425 DOOLEY DRIVE	0	EMORY UNIVERSITY	
18 104 02 016	2137 MASON MILL ROAD	0	EMORY UNIVERSITY	
18 105 10 003	900 HOUSTON MILL ROAD	0	EMORY UNIVERSITY	
18 105 13 008	899 HOUSTON MILL ROAD	0	EMORY UNIVERSITY	
18 106 05 001	850 BILTMORE DRIVE	0	EMORY UNIVERSITY	
18 106 05 002	1841 CLIFTON ROAD	4.91	EMORY UNIVERSITY	

Proposed Emory and CDC Annexation Stormwater Infrastructure

Symbol	Description
○	Proposed Stormwater Infrastructure
●	Existing Stormwater Infrastructure
□	Proposed Building Footprints
■	Existing Building Footprints
▭	Proposed Parking Lots
▩	Existing Parking Lots
▮	Proposed Roads
▯	Existing Roads
▰	Proposed Rail Lines
▱	Existing Rail Lines
▧	Proposed Waterways
▨	Existing Waterways
▩	Proposed Parks
▪	Existing Parks
▫	Proposed Schools
▬	Existing Schools
▭	Proposed Universities
▮	Existing Universities
▯	Proposed Hospitals
▰	Existing Hospitals
▱	Proposed Government Buildings
▲	Existing Government Buildings
△	Proposed Religious Buildings
▴	Existing Religious Buildings
▵	Proposed Other Buildings
▾	Existing Other Buildings



PARCEL_ID/Location	Address	ACREAGE	OWNER_NAME	COOWNER
Briarcliff Rd ROW		0		
Luckie Ln ROW		0		
Gatewood Rd ROW		0		
Seaboard RR ROW		0		
Old Briarcliff Rd ROW		0		
Houston Mill Rd ROW		0		
Ridgewood Dr ROW		0		
Uppergate Dr ROW		0		
Haygood Dr ROW		0		
Gatewood Rd ROW		0		
Clifton Rd ROW		0		
18 052 02 004	2001 RIDGEWOOD DRIVE	0	EMORY UNIVERSITY	
18 052 02 005	1987 RIDGEWOOD DRIVE	0	EMORY UNIVERSITY	
18 052 02 017	1845 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 052 02 034	2005 RIDGEWOOD DRIVE	0.07	EMORY UNIVERSITY	
18 052 12 025	1760 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 052 13 002	1502 WILLIAMS LANE	2	EMORY UNIVERSITY CEMETERY	
18 052 17 001	2015 UPPERGATE DRIVE	0.4	EMORY UNIVERSITY	
18 052 17 004	1767 HAYGOOD DRIVE	0	EMORY UNIVERSITY	
18 053 01 001	1380 OXFORD ROAD	4.28	EMORY UNIVERSITY	
18 053 03 002	1333 CLIFTON ROAD	1.04	EMORY UNIVERSITY	
18 053 03 007	1305 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 053 03 010	1722 NORTH DECATUR ROAD	22.01	EMORY UNIVERSITY	
18 053 03 019	1804 NORTH DECATUR ROAD	0.7	EMORY UNIVERSITY	
18 053 05 001	1441 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 053 05 002	1405 CLIFTON ROAD	0	HENRIETTA EGLESTON HOSPITAL	FOR CHILDREN INC
18 053 05 004	2040 RIDGEWOOD DRIVE	1.75	EMORY UNIVERSITY	
18 053 05 005	1712 UPPERGATE DRIVE	2.78	EGLESTON CHILDRENS HOSPITAL AT	EMORY UNIVERSITY INC
18 054 11 026	1456 EMORY ROAD	0	EMORY UNIVERSITY	
18 057 03 031	1659 BRIARCLIFF ROAD	9.05	EMORY UNIVERSITY	
18 057 03 034	857 OLD BRIARCLIFF ROAD	0	EMORY UNIVERSITY	
18 057 05 002	1746 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 05 018	1762 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 06 002	1771 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 06 003	1743 CLIFTON ROAD	0.31	VILLA INTERNATIONAL ATLANTA	
18 057 06 006	1825 CLIFTON ROAD	11.13	EMORY UNIVERSITY	
18 057 06 007	1803 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 057 06 008	1749 CLIFTON ROAD	0	SYNOD OF SOUTH ATLANTIC	PRESBYTERIAN CHURCH (USA) INC
18 058 01 001	804 CLIFTON ROAD	27.33	EMORY UNIVERSITY	
18 058 01 009	780 HOUSTON MILL ROAD	4.8	EMORY UNIVERSITY	
18 058 01 010	792 HOUSTON MILL ROAD	0	EMORY UNIVERSITY	
18 058 01 028	1615 CLIFTON ROAD	6.29	EMORY UNIVERSITY	
18 058 01 031	866 HOUSTON MILL ROAD	4.5	EMORY UNIVERSITY	
18 058 01 033	806 CLIFTON ROAD	7.73	EMORY UNIVERSITY	
18 058 01 034	1619 CLIFTON ROAD	4.06	EMORY UNIVERSITY	
18 058 01 036	840 CASTLE FALLS DRIVE	2.65	EMORY UNIVERSITY	
18 058 03 013	1600 CLIFTON ROAD	48.61	UNITED STATES OF AMERICA	
18 058 04 005	725 GATEWOOD ROAD	6.51	EMORY UNIVERSITY	
18 058 04 015	697 LUCKIE LANE	0	EMORY UNIVERSITY	
18 058 04 016	692 LUCKIE LANE	0	EMORY UNIVERSITY	
18 058 05 004	1547 CLIFTON ROAD	0.64	EGLESTON CHILDRENS HOSPITAL AT	EMORY UNIVERSITY
18 058 05 007	1501 CLIFTON ROAD	0	EMORY UNIVERSITY	
18 058 05 015	1525 CLIFTON ROAD	2.15	EMORY UNIVERSITY	FRANK H HUFF
18 058 06 001	700 GATEWOOD ROAD	48.45	EMORY UNIVERSITY	
18 058 06 004	849 HOUSTON MILL ROAD	0	EMORY UNIVERSITY	
18 058 06 006	825 HOUSTON MILL ROAD	0.84	AMERICAN ACADEMY RELIGION INC	SOCIETY BIBLICAL LITERATURE
18 058 07 001	635 MICHAEL STREET	0	EMORY UNIVERSITY	
18 058 07 002	550 HOUSTON MILL ROAD	15.95	EMORY UNIVERSITY	

18 058 07 003	1520 CLIFTON ROAD	0.22 EMORY UNIVERSITY
18 058 07 004	1526 CLIFTON ROAD	0 EMORY UNIVERSITY
18 058 07 008	1556 CLIFTON ROAD	0.66 EMORY UNIVERSITY
18 059 01 002	761 GATEWOOD ROAD	7.53 EMORY UNIVERSITY
18 059 01 004	0	144.62 EMORY UNIVERSITY
18 059 01 005	1886 SOUTHERN LANE	17.8 EMORY UNIVERSITY
18 060 02 001	1560 CLAIRMONT ROAD	3.37 EMORY UNIVERSITY
18 060 16 001	2425 DOOLEY DRIVE	0 EMORY UNIVERSITY
18 104 02 016	2137 MASON MILL ROAD	0 EMORY UNIVERSITY
18 105 10 003	900 HOUSTON MILL ROAD	0 EMORY UNIVERSITY
18 105 13 008	899 HOUSTON MILL ROAD	0 EMORY UNIVERSITY
18 106 05 001	850 BILTMORE DRIVE	0 EMORY UNIVERSITY
18 106 05 002	1841 CLIFTON ROAD	4.91 EMORY UNIVERSITY