

**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT  
BETWEEN FULTON COUNTY AND THE CITY OF ATLANTA TO CONTINUE THE EXISTENCE  
AND OPERATION OF THE FULTON COUNTY/CITY OF ATLANTA LAND BANK AUTHORITY, INC.**

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**AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT  
BETWEEN FULTON COUNTY AND THE CITY OF ATLANTA TO CONTINUE THE  
EXISTENCE OF THE FULTON COUNTY/CITY OF ATLANTA  
LAND BANK AUTHORITY, INC.**

This Amended and Restated Interlocal Cooperation Agreement ("Agreement"), made and entered into as of the "Effective Date," set forth herein, by and between the CITY OF ATLANTA (hereinafter the "City") and FULTON COUNTY, a political subdivision of the State of Georgia (hereinafter the "County"); the City and the County hereinafter collectively referred to as Land Bank Members.

**WHEREAS**, there exists in the City of Atlanta and Fulton County a substantial number of tax delinquent properties which are nonrevenue generating, vacant and dilapidated; and

**WHEREAS**, these properties contribute to the blight and deterioration of the community and constitute an economic burden to the community; and

**WHEREAS**, the State of Georgia through the 1990 Regular Session of the General Assembly, recognizing the magnitude of the problem, enacted O.C.G.A. § 48-4-60 et seq. (as subsequently amended by Ga. Laws 1992, p. 1355, § 1, Ga. Laws 1995, p. 282, § 4, Ga. Laws 1996, p. 824, § 1 and Ga. Laws 1997, p. 882, § 1, hereinafter the "Act") to permit any city and the county containing such a city, such as Fulton County and the City of Atlanta (hereinafter, "Land Bank Members"), to enter into an interlocal cooperation agreement for the purpose of establishing a land bank authority (hereinafter, "Authority"), the purpose of which would be to acquire tax delinquent properties of the Land Bank Members in order to foster the public purpose of returning property which is dilapidated, abandoned, foreclosed and/or tax delinquent and in a nonrevenue generating, nontax producing status to an effective utilization status in order to provide housing, new industry, and jobs, for the citizens of the county; and

**WHEREAS**, the Land Bank Members agree that the establishment of such an authority would be beneficial to the people and governments of the City of Atlanta and Fulton County; and

**WHEREAS**, the Land Bank Members, by virtue of the approval by the Fulton County Board of Commissioners and the Atlanta City Council, entered into the Interlocal Cooperation Agreement Establishing the Fulton County/City of Atlanta Land Bank Authority, Inc., dated June 12, 1991 (the "Initial Interlocal Cooperation Agreement"); and

**WHEREAS**, the Land Bank Members, by virtue of the approval by the Fulton County Board of Commissioners and the Atlanta City Council, simultaneously repealed the Initial Interlocal Agreement and entered into the Interlocal Cooperation Agreement Establishing the Fulton County/City of Atlanta Land Bank Authority, Inc., dated January 19, 1994 (the "Interlocal Cooperation Agreement"); and

**WHEREAS**, the State of Georgia through the 2012 Regular Session of the General Assembly enacted O.C.G.A. § 48-4-100 et seq. which made certain amendments to the Act (the Act, as so amended, the "Georgia Land Bank Act");

**WHEREAS**, the Land Bank Members desire to amend and restate the 1994 Interlocal Cooperation Agreement: (i) to continue in existence and operation the Fulton County/City of Atlanta Land Bank Authority, Inc., under the provisions of Article 6 of Chapter 4 of Title 48, said Article being the Georgia

Land Bank Act (O.C.G.A. § 48-4-100(b), and; (ii) to include new powers, authorities and duties created by the Georgia Land Bank Act; and

**WHEREAS**, the Land Bank Members desire the Fulton County/City of Atlanta Land Bank Authority, Inc. to continue to exist pursuant to the Interlocal Agreement (as amended and restated by this Agreement), and that title to all assets and inventory held by the Fulton County/City of Atlanta Land Bank Authority, Inc. prior to the date of this Agreement shall continue to be held by the Fulton County/City of Atlanta Land Bank Authority, Inc., and management and disposition of such inventory and shall be subject to the provisions of the Georgia Land Bank Act and this Agreement, including the tax allocation program authorized in Section 48-4-110(c) of the Georgia Land Bank Act and this Agreement.

**NOW THEREFORE**, the Land Bank Members agree to amend and restate the Interlocal Cooperation Agreement (that was adopted on January 19, 1994) as follows:

I. **PURPOSE**

- A. The Land Bank Members shall participate jointly in the continued incorporation of a non-profit corporation named the Fulton County/City of Atlanta Land Bank Authority, Inc. (hereinafter referred to as the "Authority"), the establishment of which is to foster the public purpose of returning property which is dilapidated, abandoned, foreclosed and/or tax delinquent and in a nonrevenue generating, nontax producing status, to an effective utilization status in order to provide housing, new industry, and jobs for the citizens of the City of Atlanta and of Fulton County.
- B. In carrying out this purpose, the Authority shall, in accordance with applicable laws and codes, acquire title to certain tax delinquent, dilapidated, abandoned or foreclosed properties which it will in turn inventory, classify, manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange or otherwise dispose of under such terms and conditions as determined in the sole discretion of the Authority.
- C. In further carrying out this purpose the Authority may, in its discretion, and in conjunction with the Land Bank Members' respective School Districts, extinguish past due tax liens from property foreclosed upon by the Land Bank Members in their tax collection capacities, in accordance with the guidelines contained herein.
- D. The purpose of this Agreement is to empower the Authority to exercise the powers, duties, functions and responsibilities of a land bank under the Georgia Land Bank Act (O.C.G.A. § 48-4-100 et seq.) as same may be amended, and to do all other things necessary or convenient to implement the purposes, objectives and provisions of the Georgia Land Bank Act, as same may be amended, and the purposes, objectives and powers delegated to a land bank under other laws or executive orders.

II. **DEFINITIONS**

The following terms used or referred to in this Agreement shall have the respective meanings:

**"ADMINISTRATIVE ACTION"** shall refer to decisions made by the Board, as defined in the Agreement, that are not related to properties, including but not restricted to staffing, budgeting, and consultant retention.

**"APPRAISAL"** shall have the same meaning as this term is defined in O.C.G.A. § 43-39A-2.

**"ASSETS"** shall mean everything which can be made available for the payment of the Authority's debts; for the purposes of this Agreement, assets shall include any monetary contributions made by each Party, all personal and real property owned by the Authority, and all Property sales proceeds that have been distributed to the account of the Authority.

**"AUTHORITY"** shall mean the Fulton County/City of Atlanta land Bank Authority.

**"BOARD"** shall mean the governing body of the Authority with the powers and duties as defined in this Agreement.

**"CITY PROPERTY"** shall refer to any property located within the corporate boundaries of the City of Atlanta.

**"CITY RESOLUTION"** means that certain Resolution 16-R-4112 effective September 15, 2016 by operation of law as same may be amended, authorizing an Amended and Restated Interlocal Cooperation Agreement to continue the existence and operation of the Fulton County/City Of Atlanta Land Bank Authority, Inc. under the Georgia Land Bank Act, and approved by the Atlanta City Council and signed into law by the Mayor of the City of Atlanta.

**"CONSTRUCTION COMMENCED"** shall refer to the start of construction as evidenced by the issuance of a land disturbance permit.

**"COST"** shall mean any authorized expenditure more specifically described in Section VIII, Paragraph D of this Agreement.

**"COUNTY PROPERTY"** shall refer to any property located within the jurisdictional boundaries of Fulton County but outside the City of Atlanta corporate limits or any other incorporated area within Fulton County.

**"COUNTY RESOLUTION"** means that certain Resolution Adopting an Amended and Restated Interlocal Cooperation Agreement to Continue the Existence and Operation of g the Fulton County/City of Atlanta Land Bank Authority, Inc., approved by the Fulton County Board of Commissioners.

**"EFFECTIVE DATE"** means January 1, 2017, as set forth in Section XIV.

**"EXCESS PROCEEDS"** shall mean the difference, if any, between the amounts received by the Authority through the sale of a Property and pro rata disbursement to the Land Bank Members and the School Districts in proportion to and to the extent of their respective tax bills and costs.

**"EXPENDITURE"** shall mean any authorized expenditure more specifically described in Section VIII, Paragraph D of this Agreement.

**"GOOD TITLE"** shall refer to a title that shows the absolute right of possession of a property and that is marketable and insurable.

**"INVENTORY"** shall mean a detailed listing of Properties owned by the Authority that shall include, but not be limited to, the address of the Property, its appraised value, and the requisite information to determine suitability of use.

**"LAND BANK MEMBER"** shall mean a City or County that by virtue of both (i) appropriate authorizing action having been taken by the governing authority of such City or County and (ii) the unanimous approval of the Authority's Board, is a party to this Agreement and a member of the Authority. "Land Bank Members" shall mean the plural of Land Bank Member. The initial Land Bank Members are the City of Atlanta and Fulton County. Additional parties wishing to become Land Bank Members must satisfy the requirements of O.C.G.A. § 48-4-100 et seq. and the requirements of this Agreement.

**"LOW INCOME"** shall refer to the City and County definitions approved by the Board during its first meeting of each year.

**"MODERATE INCOME"** shall refer to the City and County definitions approved by the Board during its first meeting of each year.

**"PERSON"** shall mean an individual, partnership, joint venture, association, corporation, or any other legal entity recognized by the laws of the State of Georgia.

**"PERSONAL PROPERTY"** shall mean everything that is the subject of ownership by the Authority, not coming under the denomination of real property. "Personal Property" shall include, but not be limited to, office equipment, mobile homes, and other property of a personal or movable nature.

**"PUBLIC PURPOSE"** shall mean a public purpose or public business that has for its objective the promotion of the public health, safety, and general welfare; the essential requisite being that a public service or use shall affect the residents within Fulton County and/or the City of Atlanta as a community not merely as individuals.

**"REAL PROPERTY"** shall mean all lands and the buildings thereon, all things permanently attached to the land or to the buildings thereon, and any interest existing in, issuing out of, or dependent upon land or the buildings thereon [O.C.G.A. § 48-4-102].

**"REHABILITATION COMMENCED"** shall refer to the start of rehabilitation as evidenced by the issuance of the appropriate building permit or permits.

**"RESIDENT"** shall mean a Person who lives, dwells, or lodges within the jurisdictional boundaries of Fulton County.

**"SPECIAL ASSESSMENT"** shall mean fees assessed against and levied upon Property by the

City for sanitary purposes; the clearance of weeds or vegetative overgrowth; the removal and disposal of solid wastes; curb, street, road and sidewalk construction and maintenance, and the vacating and closing and demolition of buildings.

**"SUITABILITY FOR USE"** shall refer to the determination made by the Authority on the appropriate use for each property that it administers; said determination shall be based upon factors such as existing zoning, lot configuration as it relates to the development regulations of the appropriate jurisdiction, access to transportation, utility, and water/sewer facilities, surrounding land uses and the intensity of those uses, and other accepted planning and development principals.

**"TAX DEED"** shall refer to the deed made by the Tax Commissioner, Ex-Officio Sheriff of Fulton County, to the County and the City by offering Real Property for sale by virtue of tax executions at a tax sale.

**"TAX DELINQUENT"** shall refer to real property on which taxes are due and unpaid at the time appointed by the Fulton County Tax Commissioner. For the purposes of this Agreement, a parcel of Real Property shall be considered tax delinquent if taxes remain unpaid as of January 1<sup>st</sup> of the year following the last outstanding tax bill.

**"TAX SALE CYCLE"** shall mean the process prescribed by the laws of the State of Georgia to bring tax delinquent Real Properties to sale by the County Tax Commissioner; the process includes a title search, recording of fi. fa.'s, a levy, notification of owner and tenant, advertising of the sale, and concludes with the sale of the tax lien.

### III. **CORPORATE ORGANIZATION**

- A. The Land Bank Members shall ensure that the Authority continue in its corporate existence pursuant to the Georgia Non-Profit Code, Ga. Code Ann. § 14-3-101, et seq., and in the form described in the Articles of Incorporation and By-Laws as both may be amended from time to time by the Authority, attached hereto as Exhibit "A" and Exhibit "B" and made a part hereof as if fully set out herein.
- B. The Authority shall operate as a non-profit public body corporate and politic with all powers granted by the Georgia Land Bank Act.

### IV. **POWERS OF THE AUTHORITY**

The Authority may exercise all of the powers, duties, functions and responsibilities of a land bank under the Georgia Land Bank Act to the extent authorized by the Georgia Land Bank Act and any other Georgia law. Such powers, duties, functions and responsibilities shall include, but not be limited to, the following:

- A. The Authority shall hold in its name, for the benefit of the Land Bank Members, all properties conveyed to it by the Land Bank Members, all tax delinquent properties acquired by it pursuant to this Agreement and the Georgia Land Bank Act and all properties otherwise acquired.



- B. The Authority shall have the power to obtain the title to any property previously acquired by the Land Bank Members. The Land Bank Members do hereby agree that each shall reserve unto itself the sole discretion to determine which properties will be offered to the Authority. Except as otherwise provided in this Agreement or under the Georgia Land Bank Act, the Authority may acquire, by gift, devise, transfer, exchange, foreclosure, purchase or otherwise, Real Property or Personal Property, or rights or interests in Property or personal property, on terms and conditions and in a manner the Authority Board considers is in the best interest of the Authority. Further, the Land Bank Members agree upon acceptance by the Authority of any Real Property, to cause appropriate deeds to be executed vesting title in the Authority.
- C. In accordance with the guidelines contained herein, the Authority shall have the right to extinguish liens against Property for past due taxes prior to conveying the Property in accordance with the guidelines contained herein. Refer to Section X of this Agreement for provisions for the waiver of the City's Special Assessments.
- D. The Authority may bid on and acquire title to Real Property in judicial and non-judicial tax sales in accordance with Section 48-4-112 of the Georgia Land Bank Act or such other general, special or local laws as may be applicable to the property tax enforcement procedures of the Land Bank Members.

V. **FORMATION OF THE AUTHORITY'S BOARD OF DIRECTORS**

A. Membership of the Board of Directors

1. Composition and Appointment of Directors and Advisers

- a. Composition – The Authority shall be governed by a board of directors comprised of an odd number of individual representatives- with no fewer than five (5) or more than eleven (11), hereinafter the “Board”. Initially, the Board shall consist of seven (7) representatives comprised of: (A) four (4) appointed by the Mayor of the City of Atlanta and (B) three (3) appointed by the Fulton County Board of Commissioners. The representatives appointed to the Board are individually referred to as a “Director” and collectively referred to as the “Directors”. In addition to the Directors, there shall be one (1) person appointed to the Board by the City of Atlanta School District, and one (1) person appointed to the Board by the Fulton County School District, hereinafter collectively referred to as the “Advisers”, who shall serve in an advisory capacity and shall also serve as a liaison between the membership of the Authority and their respective School Districts. The Advisers shall not have any voting power nor shall their presence be considered in determining whether a quorum is present. The number of Advisers shall not be considered, or otherwise affect, the Board's composition requirements regarding Directors stipulated in the first sentence of this Section A(1)(a).
- b. Appointment – The Directors shall be appointed as follows:
  - i. Four (4) Directors appointed by the Mayor of the City of Atlanta

- ii. Three (3) Directors appointed by the Fulton County Board of Commissioners
- iii. Two (2) Directors appointed by each Land Bank Member that is not an initial Land Bank Member

## 2. Terms and Compensation of Directors

Each member shall serve at the pleasure of the respective appointing authority for a term of four (4) years and shall serve without compensation. The Directors appointed under Section A(1)(b) above shall be appointed for four (4) year terms. The first Board's term and the first term of all Advisers shall commence on the date of the first Board Meeting and expire four years after this date. Each Director at the election of his or her appointing authority may serve an unlimited number of terms.

## 3. Qualifications of Directors

The Directors shall be residents of the County and may be employees of the Land Bank Members. In addition to being residents of the County, all Directors appointed to the Board shall be persons who have demonstrated, work experience, or formal education in urban planning, real estate, community development, finance, law, or related areas.

## 4. Vacancies

Any vacancy on the Authority's Board shall be filled in the same manner as the original appointment. The vacancy shall be filled as soon as practical but not to exceed 30 days following its occurrence. The vacancy shall be filled for the remainder of the unexpired term in the same manner as the original appointment.

## B. Election and Duties of Chairperson, Vice-Chairperson, and Secretary

A chairperson, vice-chairperson, and secretary shall be elected by majority vote of the Directors of the Board. The chairperson's duties shall include the execution of all deeds, leases, and contracts of the Authority when authorized by the Board. In the absence of the chairperson, the vice-chairperson shall assume the duties of the chairperson. The secretary shall attest to the signature of the chairperson and shall be responsible for taking, keeping, and filing the Minutes in accordance with the provisions of Paragraph V, Section E of this Agreement.

## C. Scheduling and Notice of Meetings

### 1. Scheduling and Notice

The Board shall meet from time to time as necessary and in accordance with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et. Seq. The frequency and scheduling to be determined in the discretion of the Board pursuant to the following minimum guidelines:

- a. The Board shall meet a minimum of six (6) times per year.
- b. Directors and Advisers shall receive a minimum of ten (10) days written notice.
- c. Public Notice shall be given in accordance with the applicable provisions of the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et. seq.

2. Conduct

The conduct of meetings shall be held open to the public, except as otherwise provided by Chapter 14 of Title 50 of the Georgia Code.

D. Quorum and Voting Requirements

1. Administrative Action

The presence of a majority of the Directors shall constitute a quorum for action concerning administrative issues. Approval by a majority of the Directors attending a meeting shall be necessary for any administrative action to be taken by the Authority. The presence of Advisers is not required for quorum.

2. Action Concerning County Property

The presence of a majority of the Directors, including at least two (2) Directors appointed by the County, shall constitute a quorum for the purpose of taking action concerning a County Property. No action may be taken by the Authority concerning a County Property unless the action is approved by at least two (2) Directors appointed by the County. The presence of Advisers is not required for a quorum. However, the Fulton County School District's consent (as communicated through its Adviser) must be obtained in order to extinguish school district taxes associated with a property within its jurisdiction.

3. Action Concerning City Property

The presence of a majority of the Directors, including at least two (2) Directors appointed by the City, shall constitute a quorum for the purpose of taking action concerning a City Property. No action may be taken by the Authority concerning a City Property located unless the action is approved by at least two (2) Directors appointed by the Mayor of the City of Atlanta. The presence of Advisers is not required for a quorum; however, the City of Atlanta School District's consent (as communicated through its Adviser) must be obtained in order to extinguish school district taxes associated with a Property within their jurisdiction.

E. Records of Meetings

A written record (hereinafter "Minutes") shall be maintained of all meetings by the Chairperson and shall be filed 15-days after adoption of the Minutes by the Board in the

Office of the Clerk of the Board of Commissioners of Fulton County, the Clerk of City Council of the City of Atlanta, the Office of the Superintendent of the Fulton County Schools, and the Office of the Superintendent of the City of Atlanta Schools. The Minutes of all meetings shall be transcribed by the Authority, ratified by the Directors at the next meeting and signed by the Secretary. Minutes shall be kept in accordance with the Georgia Non-Profit Code, Ga. Code Ann. § 14-3-101, et seq. and with the Georgia Open Meetings Act, O.C.G.A. § 50-14-1 et. seq.

F. Notice

All notices and other communications hereunder shall be in writing and shall be deemed to have been given within the number of days required, under the applicable sections of this Agreement, after the day on which mailed by first class, registered or certified mail, postage prepaid, or personally delivered, or whenever received, whichever is sooner.

VI. DUTIES AND RESPONSIBILITIES OF THE BOARD

A. Inventory and Analysis of Properties

The Board shall collect and receive data from public, private, professional and volunteer sources to compile an Inventory and analysis of desirable properties for acquisition.

B. Acquisition by Authority of Properties

The Authority may acquire property to be held in its own name by instigating the actions detailed in Section IX of this Agreement.

C. Administration by Authority of Properties

The Authority shall administer the properties acquired by it as follows:

1. All property acquired by the Authority shall be inventoried and appraised. The Inventory shall be maintained as a public record and shall be filed on a quarterly basis in the office of the Fulton County/City of Atlanta Land Bank Authority.
2. The Authority shall organize and classify the property on the basis of suitability for use;
3. The Authority shall provide for the maintenance of all property held by it in accordance with applicable laws and codes; and
4. The Authority shall have the power to manage, maintain, protect, rent, lease, repair, insure, alter, sell, trade, exchange, or otherwise dispose of any property on terms and conditions determined in the sole discretion of the Authority and in accordance with applicable law.

5. The Authority may assemble tracts or parcels of property for community improvement or other public purposes, and to that end may exchange parcels and otherwise effectuate with any person the purpose determined by the Board.
6. The acquisition and disposal of property by the Authority shall not be governed or controlled by any regulations or laws of the Land Bank Members unless specifically provided herein.

D. Review of Standards, Priorities, and Procedures

1. During its first meeting each year, the Board shall set priorities for the processing of properties based on factors such as staff availability, the number of outstanding properties being monitored by the Authority, and potential need or demand for Authority properties.
2. During its first meeting each year, the Board shall set the definitions of "low income" and "moderate income" that are to be used in the execution of Section IX, Paragraph 2 of this Agreement. The County and the City shall submit definitions for their respective jurisdictions on the first day of each year for approval by the Board. The vote required for approval of the County's definitions shall conform to the quorum and voting requirements set forth in Section V, Paragraph D (2) of this Agreement; the vote required for approval of the City's definitions shall conform to the quorum and voting requirements set forth in Section V, Paragraph D (3) of this Agreement.

The definitions of each Party shall include the following data:

- a. Median income according to the most recent decennial Census for the geographic area that is determined to be appropriate for the specific jurisdiction. Geographic area may be defined in terms of, but not restricted to, census tracts, jurisdictional boundaries or designated sub-areas, or Metropolitan Statistical Area (MSA);
- b. The calculation of 50% of said median for the definition of "low income" and the calculation of 80% of said median for the definition of "moderate income;" and
- c. A description of the methodology used to adjust said median income for the current year; preference shall be given to updates based on the Census' biennial update of per capita income.

VII. PROVISIONS FOR STAFFING AND RETENTION OF OUTSIDE SERVICES

A. Employment and Compensation of Staff

The Authority shall directly employ through contract or otherwise, any staff, deemed necessary to carry out the duties and responsibilities of the Authority. Such staff shall be paid directly from the funds of the Authority. In the event that the Authority employs any individual, by contract or otherwise, the Board shall have the authority to set the terms and conditions, including benefits and compensation, of any persons so employed.

B. Requirements for Contribution of Support Personnel

Fulton County and the City of Atlanta personnel will be used to provide additional staff resources to the Authority consistent with the terms and conditions of this Agreement, for the purpose of assisting the Board in the execution of its duties and responsibilities. Any staff assigned to the Authority from the City of Atlanta shall be selected by the Mayor of the City of Atlanta. Any staff assigned by Fulton County shall be selected by the County Manager of Fulton County. Any staff so assigned shall be subject to the review and approval of the Authority's Board.

The Fulton County Tax Commissioner shall process tax delinquent properties located in either the County or the City and bring these properties to tax sale, as soon as practical but not to exceed a year, following the written request of the Authority. Notwithstanding the foregoing or any other provision in the Agreement, any act required to be performed by the Tax Commissioner under the Agreement shall be subject to his/her consent or discretion which shall not be unreasonably withheld.

In addition, the City and the County shall provide support services from the following departments:

Fulton County Tax Commissioners Office & Atlanta Municipal Revenue Collection Administrator

The Fulton County Tax Commissioner's Office shall provide access to its data bases for information necessary to support Authority purposes.

Fulton County Tax Assessors Office

Provide access and coordinate access to their CAMA (Computer Assisted Mass Appraisal) Database.

Fulton County Land Division

Property assessment and evaluation consultation

Fulton County's Planning & Community Services Department & City of Atlanta's Department of Planning and Community Development and Office of Housing

1. Provide review of properties in unincorporated areas of the County and in the City of Atlanta.
2. Plan, develop and coordinate activities of the Authority to ensure compliance with overall County Development Plans and City Plans.
3. Provide review of Boards' actions.

Fulton County Department of Real Estate and Asset Management & City of Atlanta's Department of Public Works

Maintenance of selected land banked properties held by the Authority in unincorporated Fulton County and in the City as resources permit in the sole discretion of the Land Bank Member in which the property is located.

Atlanta Code Enforcement

1. Monitor conveyed City Property to ensure their rehabilitation in conformance with Authority objectives.
2. Monitor and enforce code violations on City Property.
3. Access, track and monitor liens placed on City Property.

C. Retention of Outside Consultants

The Board, in its discretion and within the budgetary guidelines set forth in Section VIII of this Agreement, shall be authorized to expend the necessary funds to obtain consulting services as needed to carry out its duties and responsibilities and to implement its priorities.

D. Expertise of Staff

The staff of the Authority shall be persons who have demonstrated special interest, experience, or education in urban planning, community development, real estate, finance or related areas.

VIII. FUNDING AND EXPENDITURES

A. Budget Contributions

1. The total County contribution is subject to the annual approval of the Fulton County Board of Commissioners. Such approval shall include a schedule of payment and shall be received in writing by the Authority no later than the first day of February of each year.
2. The total City contribution is subject to the annual approval of the Atlanta City Council. Such approval shall include a schedule of payment and shall be received in writing by the Authority no later than the first day of March of each year.

3. The payment of costs associated with the identification of properties for delinquent tax sale and the delinquent tax sale process shall be governed by applicable agreements between the County and the City relating to the sale of tax delinquent properties, the assessment of properties, and/or the collection of taxes. Costs incurred by the County in barring the right of redemption on behalf of the City shall be reimbursed in total by the City. The remaining costs related to the conveyance of properties to the Authority, the maintenance of properties, the preparation of properties for sale by the Authority, the closing of transactions involving the conveyance to (or by) the Authority of the properties and post-conveyance follow-up and monitoring of the properties shall be fulfilled through the use of funds held in the Authority's account.
4. The Land Bank Members agree that in accordance with Section 48-4-110(c) of the Georgia Land Bank Act, 75% of the real property taxes collected on Real Property, exclusive of any state or school district ad valorem tax, conveyed by the Authority after the Effective Date shall be remitted to the Authority commencing with the first taxable year following the date of conveyance and shall continue for a period of five years. Such funds shall be remitted to the Authority in accordance with the administrative procedures established by the Fulton County Tax Commissioner or City of Atlanta Municipal Revenue. Notwithstanding the foregoing, such allocation of property tax revenues shall not occur if such taxes have been previously allocated to a tax allocation district, or to secure a debt of the City or County, unless the tax allocation district, City, or County, enters into an agreement with the Authority for the remittance of such funds to the Authority.

#### B. Establishment of Budget

1. The Board shall establish the Authority's budget annually and submit this budget to the County no later than the last day of June each year and to the City no later than the last day of March each year. The budget document submitted to the County and the City shall list and describe total requests made to both the County and the City and shall state the proportion requested of each Land Bank Member.
2. Any funds held in the Authority's account shall be applied to the fulfillment of the monetary obligations identified as a part of the Board's annual budget and shall be identified as such in the budget document submitted to the County and the City. Budget requests to the County and the City shall include only costs that are not covered by funds of the Authority.

#### C. Management of Funds

1. The Executive Director, or other person designated by the Authority, shall be designated the fiscal agent of the Authority's account established for the management of sales proceeds, monetary contributions made by the Land Bank



Members, donations, and other Authority funds. Standard accounting procedures shall be used in the management of the accounts required to accomplish this responsibility. The Authority shall provide quarterly reports to the Land Bank Members that detail account activity during the period.

2. The Authority shall receive the proceeds from the sale of Authority property and disburse these proceeds according to the provisions set forth in Section IX, Paragraph D of this Agreement.

#### D. Authorized Expenditures

The Authority shall, in its sole discretion and within the budgetary guidelines set forth in Section VIII of this Agreement, expend such funds as necessary in payment of legal fees, advertising fees, notification of lien holders, title searches, appraisals, and other equipment and/or services that are required to fulfill the intent of the Georgia Land Bank Act and the purposes of this Agreement.

#### E. Other Authorized Funding Sources

1. The Authority may borrow from private lenders, from the City, County, from the State of Georgia, or from federal government funds, as may be necessary, for the operation and work of the Authority. [See O.C.G.A. § 48-4-106(6)]
2. The Authority may borrow money to further or carry out its public purpose and execute notes, other obligations, leases, trust indentures, trust agreements, agreements for the sale of its notes or other obligations, loan agreements, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, and such other agreements or instruments as may be necessary or desirable, in the judgment of the Authority, to evidence and to provide security for such borrowing. [See O.C.G.A. § 48-4-106(7)]
3. The Authority may issue notes or other obligations of the Authority and use the proceeds thereof for the purpose of paying all or any part of the cost of any Authority projects and otherwise to further or carry out the public purpose of the Authority and to pay all costs of the Authority incidental to, or necessary and appropriate to, furthering or carrying out such purpose. [See O.C.G.A. § 48-4-106(8)]
4. The Authority may make application directly or indirectly to any federal, state, county, or municipal government or agency or to any other source, whether public or private, for loans, grants, guarantees, or other financial assistance in furtherance of the Authority's public purpose and to accept and use the same upon such terms and conditions as are prescribed by such federal, state, county,

or municipal government or agency or other source. [See O.C.G.A. § 48-4-106(9)]

5. The Authority may enter into agreements with the federal government or any agency thereof to use the facilities or services of the federal government or any agency thereof in order to further or carry out the public purposes of the Authority. [See O.C.G.A. § 48-4-106(10)]
6. The Authority shall have no authority to lend money to a nongovernmental entity; provided, however, that the Authority may administer funds in the form of a loan to a nongovernmental entity when such funds are received from federal, state, and local government entities for the purpose of making such loans; provided, further, that only such transactions which are fully consistent with the purpose of the Authority shall be permitted. In those transactions, the Authority may extend credit to any person, corporation, partnership, whether limited or general, or other entity for the costs of any Authority projects which credit may be evidenced or secured by loan agreements, notes, mortgages, deeds to secure debt, trust deeds, security agreements, assignments, or such other instruments, or by rentals, revenues, fees, or charges, upon such terms and conditions as the Authority shall determine to be reasonable in connection with such extension of credit, including provision for the establishment and maintenance of reserve funds, and, in the exercise of powers granted by this article in connection with any Authority projects the Authority shall have the right and power to require the inclusion in any such loan agreement, note, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other instrument of such provisions or requirements for guaranty of any obligations, insurance, construction, use, operation, maintenance, and financing of a project, and such other terms and conditions, as the Authority may deem necessary or desirable. [See O.C.G.A. § 48-4-106(11)]. As security for repayment of any notes or other obligations of the Authority, to pledge, mortgage, convey, assign, hypothecate, or otherwise encumber any property of the Authority, including, but not limited to, real property, fixtures, personal property, and revenues or other funds, and to execute any lease, trust indenture, trust agreement, agreement for the sale of the Authority's notes or other obligations, loan agreement, mortgage, deed to secure debt, trust deed, security agreement, assignment, or other agreement or instrument as may be necessary or desirable, in the judgment of the Authority, to secure any such notes or other obligations, which instruments or agreements may provide for foreclosure or forced sale of any property of the Authority upon default in any obligation of the Authority, either in payment of principal, premium, if any, or interest or in the performance of any term or condition contained in any such agreement or instrument. The Authority acknowledges that the State of

Georgia, on behalf of itself and each county, municipal corporation, political subdivision, or taxing district therein, has (i) waived any right it or such county, municipal corporation, political subdivision, or taxing district may have to prevent the forced sale or foreclosure of any property of the Authority upon such default and (ii) agreed that any agreement or instrument encumbering such property may be foreclosed in accordance with law and the terms thereof. [See O.C.G.A. § 48-4-106(12)]

7. The Authority may receive and administer trusts, gifts, grants, and devises of money and property of any kind. [See O.C.G.A. § 48-4-106(13)].

#### F. Indemnification

The Authority shall list the County as an additional insured on its General and Contractual Liability insurance policy and provide the County a copy of its certificate of insurance on an annual basis. The Authority shall hold the County harmless and remain financially liable for any and all damages, costs and expenses incurred by the County arising from any litigation initiated against the County resulting from any action of the Authority.

The Authority shall list the City as an additional insured on its General and Contractual Liability insurance policy and provide the City a copy of its certificate of insurance on an annual basis. The Authority shall hold the City harmless and remain financially liable for any and all damages, costs and expenses incurred by the City arising from any litigation initiated against the City resulting from any action of the Authority.

### IX. ACQUISITION AND CONVEYANCE OF PROPERTY BY THE AUTHORITY

#### A. Criteria for Acquisition

The Authority may acquire property to be held in its own name by instigating the following actions:

1. As to property already acquired by a Land Bank Member by virtue of a tax deed pursuant to a tax sale, the Authority shall notify the appropriate Land Bank Member's agent of its intent to acquire the property. Such Land Bank Member shall then either accept or reject the Authority's request. In the event that such Land Bank Member agrees to the Authority's request, such Land Bank Member shall execute a deed to the Authority within 30 days of receipt of written notice of the Authority's intent to acquire the Property.

For the purposes of this Agreement, the designated agent of the Fulton County Land Department- Land Administrator or other agent designated by the County, shall serve as the designated agent for the County and the designated agent of the City of Atlanta: Office of Enterprise Assets Management Municipal Revenue Collections

Administrator or other agent designated by the City, shall serve as the designated agent for the City.

2. As to property which is tax delinquent but not yet foreclosed upon, the Authority shall notify the Fulton County Tax Commissioner of its intent to acquire the property. The Land Bank Members, together with the Authority, shall assist the Fulton County Tax Commissioner in the foreclosure of the tax liens against these Properties.
3. If either Land Bank Member obtains a judgment against a tax delinquent Property located within Fulton County for the taxes and, to satisfy the judgment, the Property is ordered sold at a tax sale and if no person bids an amount equal to the full amount of all tax bills, interest, and costs owing on the property for sale, the Authority shall have the option at any time after the tax sale to cause the Fulton County Tax Commissioner to make a deed of the property to the Authority.
4. In accordance with O.C.G.A. § 48-4-112(d)(1) and O.C.G.A. § 48-4-112(d)(2), at a nonjudicial tax sale where the tax commissioner or tax collector or the Authority is the holder of the tax execution giving rise to the sale, the Authority may tender a bid in an amount equal to the total amount of all tax liens which were the basis of the execution and any accrued interest, penalties, and costs. In the event of such tender by the Authority, such bid comprises the Authority's commitment to pay not more than all costs of the sale and its assumption of liability for all taxes, accrued interest thereon, and penalties, and, if there is no other bid, the tax commissioner or tax collector shall accept the Authority's bid and make a deed of the property to the Authority. If there are third parties who bid on a given parcel and Authority tenders the highest bid on that parcel, the Authority shall pay the tax commissioner or tax collector the full amount of the bid tendered by the Authority in order to obtain the parcel.
5. In accordance with O.C.G.A. § 48-4-112(e)(1) and O.C.G.A. § 48-4-112(e)(2), the Authority may tender a bid at any tax sale ordered by the court pursuant to Article 5 of Chapter 4 of Title 48 in an amount equal to the total amount of all tax liens which were the basis of the judgment and any accrued interest, penalties, and costs. In the event of such tender by the Authority, such bid shall comprise the Authority's commitment to pay not more than all costs of the sale and its assumption of liability for all taxes, accrued interest thereon, and penalties. If there is no other bid and the subject Property is not redeemed by the owner in accordance with subsection (c) of O.C.G.A. § 48-4-81, the tax commissioner or tax collector shall accept the Authority's bid and make a deed of the property to the Authority. If there are third parties who bid on a given parcel and the Authority tenders the highest bid on that parcel, the Authority shall pay the tax commissioner or tax collector the full amount of the bid tendered by the Authority in order to obtain the parcel.

6. In accordance with O.C.G.A. § 48-4-112(e)(5) if the Authority is a transferee and holder of tax executions, the Authority may file petitions of foreclosure pursuant to Article 5 of Chapter 4 of Title 48 of the Official Code of Georgia Annotated on real property located within a Land Bank Member's jurisdiction that has authorized the ad valorem tax foreclosure process contained in Article 5 of Chapter 4 of Title 48 of the Official Code of Georgia Annotated. In a petition of foreclosure pursuant to Article 5, of Chapter 4 of Title 48 of the Official Code of Georgia Annotated, the Authority is authorized to combine in a single petition multiple tracts of real property, and the court may order in a single final judgment that all or part of the real properties identified in the petition be sold to the Authority free and clear of all liens and encumbrances so long as the petition and accompanying affidavits comply with statutory requirements. The Authority may also pursue in-rem judicial tax foreclosure in accordance with O.C.G.A. § 48-4-75 through 48-4-81.
7. The Authority shall have full discretion to accept donations of property and to enter into negotiations with persons offering to sell property. Such procedures may include the imposition of "processing fees" to cover the costs of title examinations or other related expenses.

**B. Criteria for Conveyance**

1. Requests for property for residential purposes shall be awarded according to criteria determined in the discretion of the Authority subject to the following priority considerations:
  - a. First, to neighborhood non-profit entities obtaining the property for the production or rehabilitation of housing for persons with low or moderate incomes.
  - b. Second, to other entities submitting proposals to produce or rehabilitate housing for persons with low or moderate incomes.
  - c. These priorities shall not preclude the Authority from assembling tracts of parcels of property for community improvement or public purposes.
2. Proposed projects that meet income eligibility guidelines will be further evaluated on the basis of experience and qualifications including financial strength and proven ability to construct/rehabilitate quality units at moderate cost.

**C. Establishing Sales Price**

Pursuant to O.C.G.C. § 48-4-65(e), the Authority shall have full discretion in determining the sales price of the property.

D. Order of Disbursement of Sales Proceeds

1. The proceeds, if any, from any sale of Authority property, shall be distributed first to the Land Bank Members and the School Districts in proportion to and to the extent of their respective tax bills and costs.
2. Any proceeds remaining shall thereafter be used to refund the City or County, as the case may be, for any demolition costs incurred and liened by such Land Bank Member pursuant to O.C.G.A. § 41-2-9.
3. Any proceeds remaining shall thereafter be distributed to the operating account of the Authority.

X. WAIVER of CITY'S SPECIAL ASSESSMENTS

Upon the request of the Authority and for the purposes of fostering the goals and objectives of the Authority, the City, at its option and from time, to time may exempt the Authority and its successors in interest from the payment of Special Assessments levied by the City against properties owned by the Authority.

XI. DEVELOPMENT OF PROPERTIES CONVEYED BY THE AUTHORITY

A. Creation of Development Regulations

The Authority may create and revise regulations for development of property based on the property's current condition, zoning status, location and dimensions.

B. Time Limits for Development

To protect against long term speculation by grantees of Authority property any conveyance of property by the Authority shall contain deed restriction(s) or accompanying documentation that provides for (i) commencement of construction or rehabilitation within three (3) years after conveyance, (ii) completion of construction or rehabilitation activity within five (5) years after conveyance, (iii) lien on property for full amount of tax abatement action, and/or iv) option for grantee to convey marketable title of the property to the Authority due to inability to commence and complete rehabilitation or construction within the agreed upon timeframe. The Authority may take any necessary action to establish compliance with the aforementioned provisions. The Authority shall have the authority to allow development restrictions associated with funding sources or other programs to supersede the aforementioned restrictions.

C. Extensions of Time Limits for Development

The Authority, in its discretion, may upon a majority vote of the Board grant in writing an extension to these restrictions for up to two (2) years. The criteria for the granting of such extension of up to two (2) years shall be delineated by the Board and applied on a case-by-

case basis. In the event the grantee elects to sell the property within the three (3) year period after conveyance, or during any extension period, due to their inability to develop the proposed project, the Authority must approve such sale.

- D. Upon thirty (30) days written notice by grantees, the Authority shall issue confirmation of the grantee's compliance with these development criteria in recordable form so as to confirm extinguishment of this reversion in cases of compliance.

XII. COOPERATION and INTERACTION with OTHER FULTON COUNTY/LOCAL MUNICIPALITY LAND BANK AUTHORITIES.; ADDITIONAL PARTIES TO AGREEMENT

A. In the event other municipalities within Fulton County create additional land bank authority corporations, Fulton County shall require that their interlocal cooperation agreements shall provide that at least one Member representing Fulton County be appointed from the Board of the Fulton County/City of Atlanta Land Bank Authority, Inc. to serve as a Member on their authority's board.

B. The Authority may enter into any agreements or contracts with any other land bank authority which it deems necessary, reasonable and prudent to further the purposes of this Agreement.

C. At any time subsequent to the Effective Date, in accordance with the Georgia Land Bank Act, an additional city located in whole or in part within Fulton County, or a consolidated government, or an additional county and at least one city located in that additional county (each a "New Land Bank Member") may become a Land Bank Member under this Agreement by completing the following requirements: (a) unanimous approval of the Board as it exists before the addition of the New Land Bank Member, and execution by the Board chairperson of the signature page attached hereto as Appendix I; (b) adoption of a local law, ordinance or resolution as appropriate to the New Land Bank Member, which resolution shall both (A) approve the New Land Bank Member's becoming a Land Bank Member under this Agreement and authorizing the New Land Bank Member's execution of an ICA Amendment; (c) execution by an authorized representative of the New Land Bank Member of the signature page attached hereto as Appendix I; and (d) execution by both (A) an authorized representative of the New Land Bank Member and (B) the Board chairperson of an amendment to this Agreement (an "ICA Amendment") with such ICA Amendment to incorporate matters including, but not limited to, contributions to be made by the New Land Bank Member to the Authority's budget and the New Land Bank Member's agreement to be bound by the tax recapture provisions contained in Section VIII, Paragraph A(4) of this Agreement [i.e., Section 48-4-110(c) of the Georgia Land Bank Act].

XIII. AMENDMENTS TO AGREEMENT

Any amendments to this Agreement shall be in writing and shall be approved and executed by the original parties to this Agreement.

XIV. DURATION AND TERMINATION OF AGREEMENT

A. Duration

The effective dates of this Agreement shall be the 1st day of January, 2017, and it shall remain in full force and effect for a period of one year thereafter. At the anniversary date and each anniversary date thereafter the Agreement shall be renewed automatically unless terminated in accordance with the provisions of this Agreement.

B. Termination

Any Party to this Agreement may withdraw at the expiration of any one-year term by giving 90 days written notice to the other Party. Upon the effective withdrawal of any Party to this Agreement, the Party so withdrawing will forfeit any and all rights to whatever funds or other Assets the Party has contributed to the Authority, excluding real property within the jurisdictional boundaries of the Party withdrawing from the Agreement.

C. Dissolution and Distribution of Assets

In the event this Agreement is terminated by Agreement by both Land Bank Members, the Authority shall dissolve and conclude its affairs in a manner provided in the Georgia Land Bank Act and the Georgia Non-Profit Code, Ga. Code Ann. § 14-3-101, et seq. All Assets of the Authority shall be used to satisfy the then existing legal obligations of the Authority. After satisfaction of said legal obligations, any personal property remaining shall be distributed pro rata according to the appraised value to the Land Bank Members. All Real Property held by the Authority at the time of termination which was acquired by the Authority through donation from a party shall be distributed to the donating party. Any other remaining Real Property shall revert to the governmental entity having jurisdiction over the property.

XV. GOVERNING LAW

This Agreement shall be governed in all aspects, as to validity, construction, capacity, and performance or otherwise, by the laws of the State of Georgia.

XVI. RULES OF CONSTRUCTION

For the purposes of administration and enforcement of this Agreement, unless otherwise stated in this Agreement, the following rules of construction shall apply:

A. The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in connection with, the interpretation of this Agreement,

B. The word "shall" is always mandatory and not discretionary; the word "may" is permissive.



C. Words used in the present tense shall include the future and words used in the singular number shall include the plural and the plural the singular, unless the context clearly indicates the contrary.

XVII. ENTIRE AGREEMENT

This Agreement, including the exhibits and documents attached hereto and which are incorporated herein constitute the entire understanding and agreement between the parties hereto and supersedes any and all agreements, whether written or oral, that may exist between the Land Bank Members regarding the same. No amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both Land Bank Members and complies with the provisions of Section XII, Paragraph A of this Agreement.

XVIII. SEVERABILITY

In the event that any portion of this Agreement shall be declared null or void, the remaining portions of the Agreement shall remain in full force and effect.

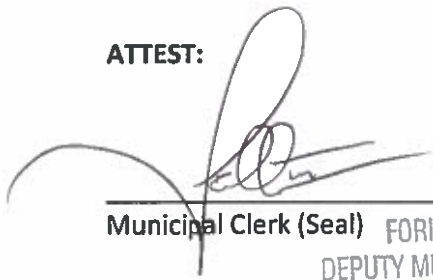
XIX. AMENDMENT AND RESTATEMENT OF INTERLOCAL COOPERATION AGREEMENT

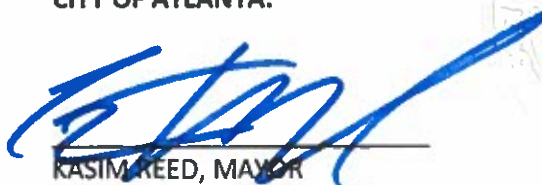
As of the Effective Date, this Interlocal Cooperation Agreement shall be deemed to amend, restate and replace the t Interlocal Cooperation Agreement enacted January 19, 1994 in its entirety.

WITNESS the signatures of the Land Bank Members to this Agreement, dated the 28<sup>TH</sup> day of February, 2017.

ATTEST:

CITY OF ATLANTA:

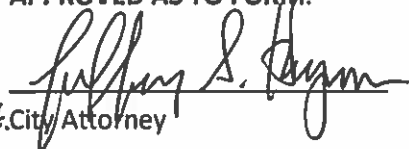
  
\_\_\_\_\_  
Municipal Clerk (Seal) FORIS WEBB III  
DEPUTY MUNICIPAL CLERK

  
\_\_\_\_\_  
KASIM REED, MAYOR

RECOMMENDED:

  
\_\_\_\_\_  
Commissioner  
Department of Planning and Community Development

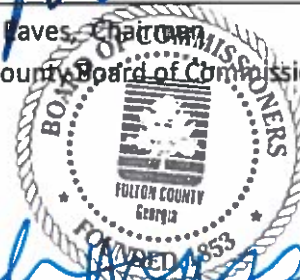
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sr. Asst. City Attorney


Signed, sealed and delivered this 28<sup>th</sup> day  
of FEBRUARY, 2017

FULTON COUNTY, a political subdivision of the  
State of Georgia

By:   
John H. Paves, Chairman  
Fulton County Board of Commissioners



SEAL

Attest:   
Mark Massey, Clerk to the Commission

APPROVED AS TO FORM

This 29<sup>th</sup> day of February 2017.

  
Office of Fulton County Attorney 

ITEM # 16-1045 RCS 11 / 16 / 16  
RECESS MEETING

Appendix I

The undersigned has become a Land bank Member under this AMENDED AND RESTATED INTERLOCAL COOPERATION AGREEMENT ESTABLISHING THE FULTON COUNTY/CITY OF ATLANTA LAND BANK AUTHORITY, INC. (this "Agreement") by virtue of: (a) unanimous approval of the Land Bank Board on [DATE]; (b) appropriate authorizing action taken by the Governing Authority of \_\_\_\_\_ on [DATE]; and (c) execution by both (A) an authorized representative of the Governing Authority of \_\_\_\_\_ and (B) the Board chairperson of the Land Bank of an amendment to this Agreement.

City of \_\_\_\_\_

a Georgia public body corporate

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

Name:

Title:

Date:

Land Bank Board

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

Name:

Title: Chair of the Board

Date: