

**RIGHT OF ACCESS LICENSE AGREEMENT BETWEEN
FULTON COUNTY, GEORGIA AND THE GEORGIA DEPARTMENT OF HUMAN
SERVICES, DIVISION OF FAMILY AND CHILDREN SERVICES**

THIS RIGHT OF ACCESS LICENSE AGREEMENT (“Agreement”) is made and entered into by and between Fulton County, a political subdivision of the State of Georgia (referred to herein as “Licensor”) and the Georgia Department of Human Services, for and on behalf of its Division of Family and Children Services in Fulton County (referred to herein as “Licensee”) (collectively referred to as the “Parties”).

WITNESSETH:

WHEREAS, Licensee is located at 2 Peachtree Street NW, Suite 18-486, Atlanta, GA 30303, and is an agency of the State of Georgia; and

WHEREAS, Licensee’s mission is to promote healthy family relationships and provide assistance to Georgia families, children, and residents that have expressed a need for assistance; and

WHEREAS, in furtherance of this mission, Licensee collects care packages and toys each year during the holiday season to distribute to economically disadvantaged families within the community; and

WHEREAS, Licensor owns certain real property located at 515 Fairburn Road, Atlanta, Georgia, consisting of 98,200 square feet of office space (hereinafter, “Premises”, and as further depicted in Exhibit A, attached hereto and incorporated herein by reference); and

WHEREAS, Licensee desires to utilize the Premises to store, assemble, and distribute care packages and toys to families in need during the holiday season; and

WHEREAS, pursuant to Fulton County Code § 1-117, the Fulton County Board of Commissioners has exclusive jurisdiction and control over directing and controlling all the property of the County, as they may deem expedient, according to law; and

WHEREAS, the Parties deem it to be in the best interest of both Parties to enter into this Right of Access License Agreement to allow Licensee to store, assemble and distribute toys and care packages to serve families in need during the holiday season.

NOW THEREFORE, in consideration of the mutual benefits to inure to both Parties, it is hereby agreed as follows:

1.

GRANT AND TERM OF LICENSE

Licensor hereby grants the Fulton County branch of Licensee this right of access license for the Premises for a period beginning the date of last signature hereto and ending on December 31, 2025 (“Term”). The Term shall not extend beyond midnight on December 31, 2025, unless otherwise extended by the Parties’ mutual written consent .

2.

RIGHT OF ACCESS AND USE OF THE LICENSE

Licensee, along with any of its agents, has the right to use the Premises in accordance with the terms and conditions of this Agreement for the purpose of receiving, assembling, and distributing care packages and toys for economically disadvantaged families. Licensee shall comply with all applicable state, local, and federal laws, regulations, policies, and procedures in its use of the Premises. Under no circumstances shall Licensee knowingly permit illegal activities to occur in conjunction with the use of the Premises subject to this Agreement.

3.

MAINTENANCE

Licensor shall perform routine maintenance to the Premises as the need arises, which shall include but not limited to janitorial services or any other maintenance services as may be required for the intended operational use.

4.

DEFAULT; CURE; TERMINATION OF AGREEMENT

If either party violates any of its obligations under this Agreement, the non-violating party will provide a written request for correction to the violating party, which shall correct the violation within ten (10) days of its receipt of the request. If the violating party has not substantially corrected the noted breach, the non-violating party, at its option, may terminate this Agreement

immediately, and Licensee shall remove all property located inside the Premises within ten (10) days of receiving or providing such written notice of termination of the Agreement.

Either Party may terminate the Agreement for convenience or any other reason with fifteen (15) days' written notice to the other Party. Licensee shall remove all of its property located within the subject property within ten (10) days of receiving or providing such written notice of termination of this Agreement. Upon termination of this Agreement for any reason, Licensee and its agents shall have the right to remove any and all movable property and equipment which they have furnished or installed on the Premises, provided that Licensee shall repair any and all damages to the Premises caused by such installation or removal.

5.

LIABILITY

Licensee shall be responsible and liable for any claim or cause of action of any nature arising from the actions or omissions of its officers, agents, employees, vendors, contractors, or invitees in connection with this Agreement, including but not limited to injury to person or property on or about the Premises. Lessor shall bear no responsibility or liability for any claim or cause of action in connection with Licensee's use of the Premises.

6.

INSURANCE

Licensee shall furnish Licensor with certificates of insurance coverages or other acceptable evidence that such insurance is in effect throughout the Term as stipulated in Exhibit B attached hereto and incorporated herein by reference. Licensee shall also be permitted to self-fund required coverage.

7.

NOTICES

All notices, requests, demands, or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or certified U.S. mail, return receipt requested, or by UPS Next Day Air Note or overnight courier, or by hand delivery with signature of recipient required by reputable courier, to each party at the addresses set forth below. The day upon which such notice is hand delivered or mailed shall be deemed the date of service of such notice.

To Fulton County:

Fulton County Manager
141 Pryor Street
Atlanta, Georgia 30303
Attention: Richard "Dick" Anderson

With a copy to:

Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
Attention: Attorney for DREAM

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta Georgia 30303
Attention: Michael Graham, Land Administrator

John W. Adams
Administrator, DREAM Building & Grounds
Department of Real Estate & Asset Management
141 Pryor Street, Suite G119
Atlanta, GA 30303
Email: johnw.adams@fultoncountyga.gov
Office: 404-612-3771
Cell: 678-362-1783

To: Georgia Department of Human Services:

270 Washington Street, Suite 2-129
Atlanta, Georgia 30334
C/O State Properties Commission

8.

MISCELLANEOUS

A. The brief capitalized and underlined headings or titles preceding each paragraph are for purposes of identification, convenience and ease of reference, and shall be disregarded in the construction of this Agreement.

B. No failure of either party hereto to exercise any right or power granted under this Agreement, or to insist upon strict compliance by the other party with this Agreement, and terms and conditions of this Agreement, shall constitute a waiver of either party's right to demand exact and strict compliance by the other party hereto with the terms and conditions of this Agreement.

C. This Agreement shall be governed by, construed under, performed and enforced in accordance with the laws of the state of Georgia.

D. Should any provision of this Agreement require judicial interpretation, it is agreed and stipulated by and between the Parties that the court interpreting or construing the same shall not apply a presumption that the terms, conditions, and provisions hereof shall be more strictly construed against one party by reason of the rule of construction than an instrument is to be construed more strictly against the party who prepared the same.

E. This Agreement may be executed in two (2) or more counterparts, each of which is deemed an original or of equal dignity with the other and which is deemed one and the same instrument as the other.

F. Licensee hereby acknowledges that it has not been induced by any representation, statements, or warranties by Licensor including, but not limited to, representations or warranties with respect to title to the Premises or the condition or suitability thereof for Licensee's purpose.

G. Licensee shall not place or store, nor permit to be placed or stored, any Hazardous Substances (as defined in 42 U.S.C. § 9601, *et seq.*), petroleum products or other pollutants, toxic substances or environmental hazards within, on or around the Premises.

H. This Agreement supersedes all prior negotiations, discussions, statements and constitutes the full, complete and entire agreement between the Parties with respect to Licensor's Premises for Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has the authority to make, or has made, any statement, agreement, representation or contemporaneous agreement, oral or written, in connection herewith, amending, supplementing, modifying, adding to, deleting from, or changing the terms and conditions of this Agreement. No modification of or amendment to this Agreement shall be binding on either party hereto unless such modification or amendment shall be properly authorized, in writing, properly signed by both Licensor and Licensee and incorporated in and by reference made a part hereof.

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the _____ day of _____, 2025.

LICENSOR:

Fulton County, Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
Interim Clerk to the Commission

Approved as to Form:

Y. Soo Jo, County Attorney

LICENSEE:

The Department of Human Services,
Division of Family and Children Services
c/o STATE PROPERTIES COMMISSION

By: _____

Exhibit A

Description of Property

[*See attached*]

Exhibit B

Insurance Requirements

The following are the minimum insurance coverages and limits that Licensee must maintain. If Licensee maintains broader coverages and/or higher limits than the minimum shown below, Fulton County requires and shall be entitled to coverage for the higher limits maintained by Licensee.

It is Fulton County's practice to obtain Certificates of Insurance from our Licensees. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A-, subject to final approval by Fulton County. Respondents shall submit to Fulton County a Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below.

Proof of insurance must be provided to Fulton County prior to the start of access to the Premises as described in License and Maintenance Agreement. Any and all insurance coverage(s) required under the terms and conditions of the License and Maintenance Agreement shall be maintained during the entire term of the Agreement.

Accordingly, the Licensee shall provide a certificate evidencing the following:

1. WORKERS COMPENSATION/EMPLOYER'S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts and any other State or Federal Acts or Provisions in which jurisdiction may be granted)

Employer's Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer's Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer's Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000
(Other than Products/Completed Operations)	General Aggregate	\$2,000,000
Products\Completed Operation	Aggregate Limit	\$2,000,000
Personal and Advertising Injury	Limits	\$1,000,000
Damage to Rented Premises	Limits	\$ 100,000

3. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Bodily Injury & Property Damage (Including operation of non-owned, owned, and hired automobiles)	Each Occurrence	\$1,000,000
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4. UMBRELLA LIABILITY (In excess of above noted coverages)	Each Occurrence	\$1,000,000
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Certificates of Insurance

Licensee shall provide written notice to Fulton County immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County, its officials, officers and employees as an Additional Insured (except for Workers' Compensation and Professional Liability), using ISO Additional Insured Endorsement form CG 20 10 (11/85) version, its equivalent or on a blanket basis.

This insurance shall apply as primary insurance before any other insurance or self-insurance, including any deductible, non-contributory, and waiver of subrogation provided in favor of Fulton County.

If Fulton County shall so request, the Licensee will furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Such certificates and notices must identify the "Certificate Holder" as follows:

Fulton County Government
141 Pryor Street
Atlanta, Georgia 30303