

**AGREEMENT BETWEEN FULTON COUNTY
AND GEORGIA HEIR PROPERTY LAW CENTER**

This Agreement (“Agreement”) is entered into on this _____ day of _____, 2021 between **Georgia Heir Property Law Center** (“GHPLC”), a non-profit company, with its principal place of business located at 54 Ellis Street, NE Atlanta, Georgia 30303 and **FULTON COUNTY, GEORGIA** (“County”) a political subdivision of the State of Georgia, whose business address for purpose of this Agreement is 141 Pryor Street, S.W., Suite 8021, Atlanta, Georgia 30303.

WITNESSETH

WHEREAS, the Fulton County Probate Court has jurisdiction over all controversies in relation to the disposition of property of a deceased’s estate in Fulton County; and

WHEREAS, indigent citizens throughout Fulton County own “heirs property”- land that is jointly owned by descendants of a deceased person whose estate was not handled in probate court, therefore the land does not have clear or marketable title; and

WHEREAS, the Fulton County Probate Court Judge has identified a need for information by Fulton County citizens on how to clear the title on heirs property; and

WHEREAS, GHPLC is a non-profit law firm that provides legal services and education to low and moderate income Georgians, who own heirs property in the Atlanta area, on how to remediate fractured titles through title clearing in the Probate Court; and

WHEREAS, it is the desire of then County to educate low and moderate income Georgians who own heirs property in Fulton County by providing information on remediated fractured titles for the wellbeing of the general public; and

WHEREAS, pursuant to O.C.G.A. § 36-1-19.1, the County is authorized and empowered under the laws of the State of Georgia to enter into contracts for services with individuals, organizations and institutions, for purely charitable purposes and to purchase services from such entities; and

NOW THEREFORE, for and in consideration of sums and other good and valuable consideration, paid in hand, and as set forth in and the mutual covenants and agreements contained in this Agreement, the parties do hereby agree as follows:

1. **Scope of Services**. Unless modified in writing by both parties in the manner specified in this Agreement, duties of GHPLC shall not be construed to exceed those services specifically set forth herein. GHPLC agrees to provide the County with the following:

- 1.1. Draft a booklet or brochure of materials to be dispersed by the Fulton County Probate Court that provides information to Fulton County citizens on how to resolve and clear title of heirs' property through the Probate Court. GHPLC shall work in conjunction with Fulton County Probate Judge in producing said material.
 - 1.2. Provide electronic versions of custom and printable literature of existing property guides for heirs' property remediation.
 - 1.3. GHPLC shall create one thirty (30) minute video that includes content for presentation at affinity group meetings. Affinity groups shall include churches, senior centers, neighborhood clubs, and homeowners' associations (HOAs).
 - 1.4. Serve as guests on Probate Court productions on Fulton Government Television (FGTV).
 - 1.5. Conduct and speak at four (4) live community programming events for at-risk Fulton County residents or Probate Court appointed County Administrators.
2. **Term**. The Term of this Agreement shall commence on _____ day of _____, 2021 and shall expire on _____ day of _____, 2022, subject to other termination rights set forth herein and Modification.
 3. **Consideration**. In consideration for the scope of work performed hereunder, GHPLC shall be compensated in an amount, not to exceed Ten Thousand Dollars (\$10,000). GHPLC may request payment for fifty percent (50%) of the total sum of the contract upon execution of this contract by submitting an invoice that includes the itemized list of services projected to be completed within six (6) months of the execution of this contract. GHPLC may request payment for the remaining 50% of the total sum of the contract upon completion of the scope of services. The County shall endeavor to make payment on the 15th of the month after receipt of the invoice.
 4. **Liability**. GHPLC agrees that it shall at all times be responsible for negligent and intentional acts and omissions of its employees and agents. Notwithstanding this provision, nothing herein shall be construed as a waiver of the County's sovereign immunity as a governmental body, or a waiver of any governmental immunities available to its officers, officials, employees or agents.
 5. **Modification**. If the Parties agree that modifications of the Agreement are required, the Parties shall conform to the requirements of Fulton County Code § 102-420, which is incorporated by reference herein. All changes to this Agreement shall be in writing and approved by the County, and entered on the Minutes of the Board of Commissioners. No verbal agreement or

conversation with any officer, agent or employee of the County either before, during or after the execution of this Agreement, shall affect or modify any of the terms of obligations herein contained, nor shall such verbal agreement or conversation entitle GPHLC to any additional payment whatsoever under the terms of this Agreement.

6. **Termination of Agreement.** Either Party may terminate work under this Agreement in the event that the other party fails to perform in accordance with the provisions of the Agreement. Any party seeking to terminate this Agreement under this article is required to give thirty (30) days prior written notice to the other party. GPHLC shall be entitled to receive compensation for any satisfactory work completed as reasonably determined by the County.
7. **Termination for Convenience of County.** Notwithstanding any other provisions, the County may terminate this Agreement for its convenience at any time by written notice to GHPLC. If the Agreement is terminated for convenience by the County as provided in this article, GHPLC will be paid for those services actually performed. Partially completed tasks will be compensated as reasonably determined by the County
8. **Notice.** All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notice shall be addressed to each Party as follows:

To Fulton County: Fulton County Probate Court
136 Pryor Street, Suite C-230
Atlanta, Georgia 30303
Attention: Judge Kenya Johnson,
Fulton County Probate Judge

With a copy to: Office of the County Attorney
141 Pryor Street, SW, Suite 4038
Atlanta, Georgia 30303
Attention: County Attorney

To GHPLC: Georgia Heir Property Law Center
54 Ellis Street, NE
Atlanta, Georgia 30303
Attention:

9. **Open Records Act.** The Georgia Open Records Act, O.C.G.A. Section 50-18-70 et seq., applies to this Agreement. GPHLC acknowledges that any documents or computerized data provided to Fulton County by GPHLC may be subject to release to the public. GPHLC also acknowledges that documents and computerized data created or held by Fulton County in relation to this Agreement may be subject to release to the public. The GPHLC shall cooperate with and provide assistance to Fulton County in rapidly responding to Open Records Act requests. GPHLC shall notify Fulton County of any Open Records Act requests received for

County related documents no later than 24 hours following receipt of any such requests by GPHLC.

10. **Severability.** If any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its term.

11. **Jurisdiction.** The parties hereto agree that the validity and interpretation of the provisions hereof, and all rights and obligations arising hereunder shall be governed, controlled and defined by and under the laws of the State of Georgia. Jurisdiction of any litigation arising from this Contract for Services shall be in a state or federal court situated in Fulton County, Georgia.

IN WITNESS WHEREOF, the parties hereto have executed this Contract for Services.

FULTON COUNTY, GEORGIA

**GEORGIA HEIRS PROPERTY
LAW CENTER**

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

ATTEST:

Tonya R. Grier
Clerk to the Commission

(Affix County Seal)

Notary Public
County: _____

Commission Expires: _____

(Affix Seal)

APPROVED AS TO CONTENT:

Hon. Kenya Johnson, Judge
Fulton County Probate Court

APPROVED AS TO FORM:

Kaye Woodard Burwell, Interim County
Attorney