

**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 “Fulton County” and/or “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 “DFCS” and/or “Licensee”) (collectively referred to as, the “Parties”).

WITNESSETH:

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

WHEREAS, the purpose of DFCS is to promote healthy family relationships and provide assistance to those families, children and residents that have expressed a need for assistance; and

WHEREAS, in furtherance of this purpose, DFCS collects and distributes care packages and toys each year during the holiday season for economically disadvantaged families within the community; and

WHEREAS, Fulton County owns certain real property located at 475 Fairburn Road Atlanta, Georgia consisting of the office space depicted in Exhibit A and attached hereto (hereinafter, “Premises”); and

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

WHEREAS, pursuant to O.C.G.A § 36-1-19.1, Fulton County is authorized to make contributions to any corporation, association, institution, or individual for purely charitable purposes, provided that the activities funded by any such contribution must take place within

Fulton County, with “purely charitable purposes” to mean for a charitable, benevolent, or philanthropic purposes for health, education, social welfare, arts and humanities, or environmental organizations; and

WHEREAS, the Parties deems it to be in the best interest of both parties to enter into a Right of Access License Agreement to allow DFCS 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

Fulton County hereby grants the DFCS in Fulton County the right of access license for the real property located at 475 Fairburn Road Atlanta, Georgia for a period beginning upon execution by the Parties of this Agreement and ending on December 31, 2022. The Term shall be deemed to commence on the day that this Agreement is executed, and shall terminate at midnight on December 31, 2022, unless otherwise extended by mutual consent by both Parties.

2.

RIGHT OF ACCESS AND USE OF THE LICENSE

Licensee, along with any of its agents, has the right to use the County-owned facility located at 475 Fairburn Road Atlanta, Georgia 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 facilities subject this agreement.

3.

MAINTENANCE

Licensors shall perform routine maintenance to the facility 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 within ten (10) days after its receipt of the request for correction. 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 subject property within thirty (30) 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.

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) 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 facility.

H. This Agreement supersedes all prior negotiations, discussions, statements and constitutes the full, complete and entire agreement between the Parties with respect to the county owned facility at 475 Fairburn Road Atlanta, Georgia for Licensee's use thereof. No member, officer, employee, representative or agent of Licensor or Licensee has 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.

6.

LIABILITY AND INDEMNIFICATION

Licensee agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, agents and employees, from and against any claim or liability of any nature, including but not limited to injury to person or property on or about the Licensed Premises, caused solely by the activity of the Licensee, licensee's guests, contractors or invitees.

7.

INSURANCE

Licensee shall furnish Licensor with certificates of insurance coverages or other acceptable evidence that such insurance is in effect as stipulated in Exhibit "B" attached hereto.

8.

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
Attn: County Manager

With a copy to:

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

Department of Real Estate and Asset Management
141 Pryor Street, SW
Atlanta Georgia 30303
Attn: Director of Dept. Real Estate Asset Mgmt.

To: Georgia Department of Human Services:

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

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IN WITNESS WHEREOF, the parties have set their hands and affixed their seals this the

_____ day of _____, 2022.

LICENSOR:

Fulton County, Georgia

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

ATTEST:

Tonya R. Grier
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: _____
Kristen Toliver, County Director
Fulton County DFCS

Exhibit A

Description of Property

Exhibit B

Insurance