

1 A RESOLUTION APPROVING A PARKING SPACE LICENSE AGREEMENT
2 BETWEEN FULTON COUNTY, GEORGIA AND LAZ PARKING AT UNITED WAY
3 GARAGE SOLUTIONS FOR THE PURPOSE OF PROVIDING PARKING FOR
4 FULTON COUNTY HEALTH RELATED SERVICES; AUTHORIZING THE CHAIRMAN
5 OR COUNTY MANAGER TO EXECUTE THE PARKING SPACE LICENSE
6 AGREEMENT AND RELATED DOCUMENTS; AUTHORIZING THE COUNTY
7 ATTORNEY TO APPROVED THE DOCUMENTS AS TO FORM AND MAKE
8 MODIFICATIONS THEREOF PRIOR TO EXECUTION; AND FOR OTHER
9 PURPOSES.

10 **WHEREAS**, on May 17, 2017 the Fulton County Board of Commissioners
11 approved Agenda Item # 17-0426, which authorized a parking license agreement
12 between Fulton County, Georgia ("County") and Lanier Parking Holding, Inc. d/b/a
13 Lanier Parking Solutions ("Parking License Agreement") for the purpose of providing
14 parking spaces for County vehicles used to provide related health services; and

15 **WHEREAS**, members of the onsite health services staff at 10 Park Place has
16 determined that the parking spaces subject to the Parking License Agreement executed
17 with Lanier Parking are no longer safe and have subsequently requested the assistance
18 of the Land Division to identify an alternate location; and

19 **WHEREAS**, the relocation of the County's health and related services from the
20 former location at 99 Jessie Hill Jr Drive has necessitated the leasing of accessible
21 parking spaces for providers and facilitators of health and related services provided
22 from 10 Park Place Atlanta, Georgia; and

23 **WHEREAS**, it is the desire of Fulton County Health Services to terminate the
24 remaining lease term with Lanier Parking Holding, Inc. d/b/a Lanier Parking Solutions
25 and enter into a parking space license agreement with Laz Parking at United Way
26 Garage for the purpose of ensuring accessible parking for those providing health and
27 related services for the benefit of the citizens of Fulton County; and

28 **WHEREAS**, Article 9, § 2, Par. 1(a) of the Georgia Constitution states in part
29 "[t]he governing authority of each county shall have legislative power to adopt clearly
30 reasonable ordinances, resolutions, or regulations relating to its property, affairs, and
31 local government for which no provision has been made by general law and which is not
32 inconsistent with this Constitution or any local law applicable thereto."

33 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners
34 hereby approves the Parking Space License Agreement with Laz Parking at United Way
35 Garage, in substantially the form attached hereto as Exhibit "A."

1 **BE IT FURTHER RESOLVED**, that the Chairman of the Board of Commissioners
2 or the County Manager is hereby authorized to execute the Parking Space License
3 Agreement and related documents between Fulton County and Laz Parking at United
4 Way Garage.

5 **BE IT FURTHER RESOLVED**, that the County Attorney is hereby
6 authorized to approve the Parking Space License Agreement as to form and to make
7 such other or additional modifications as are necessary, to protect the County's
interests prior to execution.

9 **BE IT FINALLY RESOLVED**, that this Resolution shall become effective upon its
10 adoption, and that all resolutions and parts of resolutions in conflict with this Resolution
are hereby repealed to the extent of the conflict.

12 PASSED AND ADOPTED by the Board of Commissioners of Fulton County,
Georgia, this 16th day of December, 2019.

FULTON COUNTY BOARD OF
COMMISSIONERS

Robert H. Pitts

Robert L. Pitts, Chairman

ATTEST:



Tonya Grier, Interim Clerk to the
Commission

APPROVED AS TO FORM:

Patrice Parker

Patrise Perkins-Hooker, County Attorney

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PARKING SPACE LICENSE AGREEMENT

The following terms apply within this contract:

Licensee	Fulton County
Location Address	40 Courtland Street Atlanta, Georgia 30308
Licensee Authorized Representative	LAZ Parking
Licensee's Address for Notices	141 Pryor Street, SW Atlanta, GA 30303
Licensor/Manager	LAZ Parking / Bert Hayden
Licensor Address	3500 Lenox St Suite 700 Atlanta, GA 30326
Scope	License Agreement for Parking Spaces
Term	3 Years
Commencement Date	January 1, 2020
Cancellation Provision	Either Party: with cause 90 days' cure period
Renewal Provision	Yes: Two renewal option; automatic; provides notice of its intent to terminate with 90 days' notice
Fee	\$2,125.00/ month (25 spaces at \$85.00 per space)
Fee Due Date	Due upon Execution and the first of each month
Location Number	40 Courtland Street

PARKING SPACE LICENSE AGREEMENT

This Parking Space License Agreement (hereinafter "Agreement") entered into this 1st day of November 2019, by and between Fulton County, Georgia, a political subdivision of the State of Georgia (hereinafter referred to as "Licensee") and LAZ Parking at United Way Garage, organized and existing under the laws of the State of Georgia (hereinafter referred to as "Manager" or "Licensor").

In consideration of the mutual promises hereunder, the parties agree as follows:

License. Manager hereby grants Licensee an exclusive license to use twenty-five (25) parking spaces on the Premises located at 40 Courtland Street Atlanta, Georgia 30303 (hereinafter referred to as the "Premises") for a period of twelve (12) months ("Term") commencing on January 1, 2020 at 12:00AM and continuing until 11:59 PM, December 31, 2020 ("Initial Term"), with two (2) renewal options, unless terminated. Upon the expiration of the Initial Term, this Agreement shall automatically renew for a twelve (12) month renewal period, beginning on January 1, 2021 through December 31, 2021 ("First Renewal"). Upon expiration of the First Renewal, this Agreement shall automatically renew for a twelve (12) month renewal period beginning on January 1, 2022 and through December 31, 2022 ("Second Renewal"). Each renewal option shall be subject to the termination provisions of this Agreement. Each renewal option shall also be contingent upon the availability and appropriation of funds by the Fulton County Board of Commissioners. If such funds are not appropriated for any Renewal Term, Licensee shall provide Manager a "Notice of Lease Termination" as set forth below.

1. License Fee. For Licensee's use of the Premises, Licensee agrees to pay Manager a monthly fee of Eighty Five Dollars (\$85.00) per parking space for twenty-five (25) parking spaces which shall equate to \$2,125.00 (Two Thousand One Hundred and Twenty Five Dollars) per month. Such License Fee shall be payable upon the first of each month during the Term ("Due Date"). Notwithstanding anything contained herein, in the event Manager fails to receive payment within fifteen days (15) of the above specified Due Date ("Grace Period"), Licensee shall be considered in default of the terms of this Agreement and Manager, in its sole discretion, may terminate this Agreement immediately. No deductions from the License Fee shall be made for days in which the Premises is not used by the Licensee.
2. Termination. This Agreement may be terminated if funding is not appropriated by the Fulton County Board of Commissioners for any Renewal Term by Licensee by providing written notice (the "Notice of Lease Termination") to the Manager at least sixty (90) days prior to the scheduled expiration of the then existing term. Notwithstanding anything to the contrary within this Agreement, either party shall have the right to terminate this Agreement in the event the other party has failed to perform any of the terms and conditions specified herein, if said failure has been called to the attention of the responsible party in writing via certified mail and that party has not corrected said failure within sixty (60) days, or such additional time as is reasonably necessary, of its receipt of written notice. In the event of such termination, this Agreement shall terminate immediately and all compensation and other fees shall be paid through the termination date. Licensee reserves the right to terminate this Agreement for its convenience at any time by providing the Manager sixty (90) days written notice, without incurring any additional rental costs beyond the last day of the Agreement, as terminated.
3. Assigned Parking Area. Intentionally Deleted

4. **Rules and Compliance.** Licensee shall at all times comply with all applicable Ordinances, Rules, Regulations, Codes, Statutes, Laws, and requirements of all Federal, State, County, and Municipal Governmental Bodies or Subdivisions with regard to use of the Premises and the those rules attached hereto as ***Exhibit "A"***. Manager reserves the right to adopt, modify, and enforce reasonable rules governing the use of the Premises from time to time (collectively, "Management Rules"). Licensee agrees to comply with and be bound by all such Management Rules which are in effect. Manager may refuse to permit any person in violation of such Management Rules onto the Premises. Any violation of Management Rules shall subject vehicles to removal from the Premises at Vehicle Owner's expense. Licensee's failure to comply with any Management Rules shall constitute default hereunder.

5. **Default.** In addition to any other rights or remedies available to the Manager at law or equity, upon any default under this Agreement by Licensee, and Licensee's failure to cure as provided in Paragraph 2 above, Manager shall have the right to exercise either of the following Options:
 - a. Manager shall have right to remove from the Premises, at Vehicle Owner's expense, any vehicles parked in violation of this Agreement. Manager shall have no liability for any such removal of property; or
 - b. Manager shall have the right to cancel this Agreement upon (90) days written notice.

6. **Improvements.** Licensee shall be responsible for any installation, upkeep, and removal of signage allowed by Manager on the Premises. No installation or improvements shall be permitted without the prior written consent of the Manager, and such consent shall not be withheld unreasonably.

7. **Initial Capital Repairs.** Intentionally Deleted

8. **Disclaimer of Liability.** Licensee acknowledges and understands that all parking spaces shall be provided on an unreserved, "First Come, First-Served" basis. Licensee acknowledges that Manager is an unaffiliated third party with the Owner of the Premises ("Owner"), and that neither Owner nor Manager shall have liability for any claims arising thorough the acts of omissions of the other. Licensee understands and agrees that Owner shall have no liability whatsoever as a result of this Agreement or Licensee's use of the Premises (including, without limitation, damage to property or personal injuries arising out of any matter related to the Premises). Manager shall not be liable for any damage to property or personal injury matters which occur on the premises except for those caused by Manager's unlawful acts or negligence. Licensee agrees to consult with its own insurance carriers and to require all Customers to consult with their respective insurance carriers for payment of any losses sustained in connection with use of the Premises. Nothing herein shall be construed as a waiver of the County's sovereign immunity or that of its officials, employees or agents.

9. **Surrender.** At the expiration or earlier termination of this Agreement, Licensee shall vacate and surrender possession of the Premises in the condition existing prior to the Term, as improved by subsequent repairs, replacements, alterations, and improvements, and as otherwise required hereunder, ordinary wear and tear excepted, and shall remove all personal property from the Premises. For each day following the expiration or earlier termination of this Agreement, if Licensee has not surrendered the Premises to Manager in accordance with the terms of this Agreement, Licensee will pay Manager a holdover fee equal to the prorated license fee.

10. Subordination. This Agreement and all rights of Licensee hereunder shall be subject and subordinate to any and all mortgages, security agreements, or like instruments resulting from any financing, refinancing, or collateral financing (including renewals and extensions thereof), and to any all ground leases, made or arranged by Owner of its interest in all or any part of the Premises, from time to time in existence against the Premises, whether now existing or hereafter created. Such subordination shall not require any further instrument to evidence such subordination. However, on request, Licensee shall further evidence its agreement to subordinate this Agreement and its rights under this Agreement to any and all documents and to all advances made under such documents. The form of such subordination shall be made as reasonably required by Owner, its Lender, or any other party as deemed by Owner. Licensee hereby designates the Fulton County Manager as its representative for the purpose of reviewing and executing any and all documents pertaining to such subordination and/or certificates of estoppel relating to the Premises.
11. Maintenance and Repair. Lessor shall manage, maintain and repair all parking lot surfaces subject to this Agreement, including any walkways and access ways to such parking spaces. Maintenance shall include paving, catch basins, curbs and striping. Provision of parking lot maintenance shall include, but not be limited to, the following:
 - (a) Inspecting pavement for cracks and heaves semiannually. Monitoring and identifying the source of any cracking, and repairing or resurfacing such pavement as necessary.
 - (b) Restriping parking lots at least once every four (4) years or as necessary to maintain clear designation of spaces, directional symbols and access aisles.
 - (c) Maintaining all parking lot and exterior directional signage, and replacing signs as necessary when faded, damaged or missing.
 - (d) Landscaping and keeping parking lots clear of debris, including rocks, leaves, dirt, snow and ice.
 - (e) Making any required improvements to comply with the Americans with Disabilities Act (ADA) regulations.
12. Notices. Notices shall be sent by U.S. registered or certified mail, return receipt requested, and shall be deemed effective upon posting in the U.S. mail depository with sufficient postage attached thereto. Notices shall be sent to the following addresses:

Lessor/Manager:

Bert J. Hayden Operations Manager
3500 Lenox Road Suite 700
Atlanta, Georgia 30326

Fulton County:

Attention: Dir. of Real Estate & Asset Management
141 Pryor Street
Suite G119
Atlanta, Georgia 30303

With a copy to:

Attention: County Attorney
141 Pryor Street
Suite 4038
Atlanta, Georgia 30303

With a copy to:

Attention: County Manager
141 Pryor Street
10th Floor
Atlanta, Georgia 30303

With a copy to:

Attention: Land Administrator
141 Pryor Street Suite 8021
Atlanta, Georgia 30303

13. Casualty. In the event the Licensed Premises are rendered unfit for Licensee's use by fire or other casualty, this Agreement will immediately terminate and no license fee shall accrue to Manager from the date of such fire or casualty. Any pre-paid funds shall be returned to Licensee prorated in accordance with Licensee's use of the Premises.

14. General Provisions.

- a. Authority to Sign. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the documents on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received the authority to enter into a binding agreement on behalf of such Party with respect to the matters concerned herein and as stated herein.
- b. Governing Law. The laws of the State of Georgia and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this Agreement.
- c. Non Assignment. This Agreement may not be assigned by Licensee without the express written consent of Manager and Owner, and any such assignment made without written consent shall be null and void.
- d. Beneficiary. Owner is a third party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto. No other person or entity is a third-party beneficiary to this Agreement.
- e. Severability. If any provision hereof is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect any other provision hereof.
- f. Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.
- g. Attorney's Fees. Intentionally Deleted
- h. Environmental Warranties and Representations. Landlord warrants and represents to his actual knowledge, there are no hazardous or toxic materials upon or within the Premises or Building. Landlord shall be solely responsible for the cost and timely performance of remediation of any hazardous or toxic materials which were caused by Landlord prior to the commencement of this Lease or during the term of this Lease. Tenant shall not be responsible for the release of any hazardous or toxic

material caused by Landlord on the Premises or Building as defined by the following statutes, but not limited thereto, Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.); Hazardous Materials Transportation Act (49 U.S.C. Section 5101 et seq.) and all present or future regulations thereto; Department of Transportation Hazardous Materials Table (49 C.F.R. Part 172); and amendments thereto.

This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or cancelled except by written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the 1st day of November, 2019.

LAZ PARKING (LICENSOR/MANAGER):

By: _____
Bert Hayden

FULTON COUNTY, GEORGIA, (LICENSEE)
a political subdivision of the State of Georgia

ATTEST:

BY:



Tonya R. Grier
Interim Clerk to the Commission

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

APPROVED AS TO FORM:



Patrise Perkins-Hooker
County Attorney

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