

1 **A RESOLUTION APPROVING A MONTHLY PARKING AGREEMENT BETWEEN**
2 **FULTON COUNTY, GEORGIA AND LEGACY PARKING COMPANY FOR THE**
3 **PURPOSE OF PROVIDING PARKING FOR FULTON COUNTY SUPERIOR COURT**
4 **ADMINISTRATION AND RELATED SERVICES; TO AUTHORIZE THE COUNTY**
5 **ATTORNEY TO APPROVE THE MONTHLY PARKING AGREEMENT AS TO FORM**
6 **AND TO MAKE ANY MODIFICATIONS THERETO IN ORDER TO PROTECT THE**
7 **INTERESTS OF FULTON COUNTY; TO AUTHORIZE THE CHAIRMAN TO EXECUTE**
8 **THE MONTHLY PARKING AGREEMENT; AND FOR OTHER PURPOSES**

9 **WHEREAS**, the mission of the Superior Court of Fulton County is to provide a
10 forum in which legal disputes between citizens can be resolved in a fair and efficient
11 process with attention to equal access, impartiality, efficiency, and safety; and

12 **WHEREAS**, the Fulton County Superior Court Administration handles all non-
13 judicial functions of the Superior Court of Fulton County, Atlanta Judicial Circuit, 5th
14 Judicial Administrative District, which includes case-flow management, jury
15 management, alternative dispute resolution, business court services, public information
16 services, court reporters, court interpreters, the management of all court functions and
17 programs; and

18 **WHEREAS**, it is the desire of Fulton County to enter into a Monthly Parking
19 Agreement with Legacy Parking Company, in substantially the form as the agreement
20 attached hereto as Exhibit A, and incorporated by reference, in order to ensure
21 accessible parking for staff and county vehicles in the performance of court related
22 services; and

23 **WHEREAS**, pursuant to O.C.G.A. § 36-60-13, the County is authorized to enter
24 multiyear lease, purchase, or lease purchase contracts of all kinds for the acquisition of
25 goods materials, real and personal property, services, and supplies; and

26 **WHEREAS** O.C.G.A. § 36-10-1 requires all County contracts to be in writing and
27 entered on its minutes.

28 **NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners
29 hereby approves the Monthly Parking Agreement with Legacy Parking Company, in
30 substantially the form attached hereto as Exhibit A and incorporated by reference.

31 **BE IT FURTHER RESOLVED** that the Chairman of the Board of Commissioners
32 is hereby authorized to execute the Monthly Parking Agreement between Fulton County
33 and Legacy Parking Company.

34 **BE IT FURTHER RESOLVED** that the County Attorney is hereby authorized to
35 approve the Monthly Parking Agreement as to form and to make such other or

1 additional modifications as are necessary, to protect the County's interests prior to
2 execution by the Chairman.

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

6 **PASSED AND ADOPTED** by the Board of Commissioners of Fulton County,
7 Georgia, this _____ day of _____, 2022.

8
9 **FULTON COUNTY BOARD OF**
10 **COMMISSIONERS**

11
12
13 _____
14 Robert L. Pitts, Chairman
15

16 **ATTEST:**
17
18

19 _____
20 Tonya R. Grier, Clerk to the Commission
21
22

23 **APPROVED AS TO FORM:**
24
25

26 _____
27 Y. Soo Jo, County Attorney
28

EXHIBIT A
PARKING AGREEMENT



MONTHLY PARKING AGREEMENT

Account Information

☐ Individual Account *(Must provide credit card for auto draft)*

☐ Company Account Account # Admin Approval

Billing Information *(New Accounts Only)*

Account Name (Company Accounts Only) Fulton County Superior Court Services

Parker Information

Fulton County, Georgia

Superior Court of Fulton County

Lewis Slaton Courthouse, Suite J2-640

136 Pryor Street, SW

Atlanta, Georgia 30303

Attn: Heather Henderson Primary Phone 404 612 4520

E-Mail Address heather.henderson@fultoncountyga.gov

Authorized Vehicle Information *(Required – Access card will not be issued if incomplete)*

	Make/Model	Plate	State	Color
Primary Vehicle				
Secondary Vehicle				

PLEASE TURN AND READ THE TERMS AND CONDITIONS OF THIS PARKING AGREEMENT.

Legacy Parking Company reserves the right to terminate or refuse parking to any individual for any reason. I hereby acknowledge that I agree and understand the terms and conditions of this Monthly Parking Agreement.

For Office Use Only

Facility Number		Rate	
Access Card Number		PARIS (Date)	
Reserved Space #		ACCESS (Date)	
Account #		Completed By	



MONTHLY PARKING AGREEMENT

1. **TERMS** – This agreement is between Legacy Parking Company (“Operator”) and the Fulton County, Georgia, a political subdivision of Georgia (“Parker”). As part of this agreement, the Parker agrees to all Terms and Conditions of the agreement for (42) forty-two parking spaces. This agreement is non-transferable and non-assumable. The agreement is effective from the effective date until the end of the month and continuing thereafter on a month-to month basis until canceled by either party, for any reason.
2. **REGISTRATION** - Registration by telephone will not be accepted. If your first day of parking is between the 1st and 15th of the month, you will pay the full monthly rate. If you register after the 15th of the month, the amount will be pro-rated. Upon registering, your parking is effective immediately. Payments are automated and collected the 1st business day of each month.
3. **PROMPT PAYMENT REQUIRED** - Monthly parking fees must be paid in full in advance by the first (1st) day of each calendar month of the term of this Contract Parker Agreement.
4. **LACK OF PAYMENT / INSUFFICIENT FUNDS** - There is a \$35 charge on all returned payments (this includes checks, draft payments, and credit card payments). Parkers have five (5) days after receiving notice of a returned instrument to tender payment, or all parking privileges will be terminated.
5. **CHANGES** - Please keep your records current. You may change your vehicle information, address, and phone numbers via this website or by calling our office. All account information must be updated or changed by the 15th of the month in order for the changes to take effect the following month. Parkers who fail to notify Legacy Parking Company of any vehicle changes may be subject to citations. Billing information cannot be accessed via the website for security purposes. It may be changed by calling our office or in person.
6. **ACCESS CARDS** - Once enrolled for parking, there is a \$15 non-refundable activation & access card fee. If your card is lost, stolen or damaged, a replacement fee of \$15 will be assessed.
7. **OVERFLOW** - If you are unable to locate a parking space in the Underground Parking Garages, please notify our office. Legacy Parking Company cannot guarantee parking spaces in parking lots that are not controlled by Legacy Parking Company.
8. **PARKING SPACES** - Your parking privilege is valid for one space only. Vehicles taking up more than one space will be required to pay for the extra space(s). Nonpayment for these extra spaces will result in a parking citation.
9. **SIMULTANEOUS USE** - Use of this permit/access card by two or more cars or use after privileges have been canceled will result in enforcement action, which includes ticketing, towing, or wheel locking.
10. **OVERNIGHT PARKING** - Any vehicle left in the facility for more than 48 hours without prior arrangements is subject to towing. If you require overnight parking, please notify the parking office via e-mail (Does not apply to residential locations).
11. **CANCELLATIONS** - Cancellations are effective at the end of each month. No refunds will be issued for unused parking. Cancellations must be submitted in writing. The accepted methods are: website, fax, e-mail, US Mail, or hand delivery. No termination is considered accepted until a written confirmation is issued. Parkers must provide a 30-day notice to cancel their parking contract unless otherwise required by a client. Parkers will be obligated for payment until proper cancellation procedures are followed and your cancellation notice is confirmed. **No refunds for unused parking will be issued.**
12. **PERMIT/ACCESS CARD** - Each monthly parking card is a "recycling" card that prevents one user from passing the card back to another user. The card operates gates in conjunction with a computerized software system. This system enables the parking office to cancel or invalidate cards that are lost, stolen or discontinued, by reason of nonpayment or other violation of the rules. The software system will be used in the control of monthly parkers who violate the rules and procedures established for the facility. A \$50 fee will be assessed to any account de-activated to any monthly parkers who violate the rules and procedures established for the facility.
13. **RELEASE OF LIABILITY** - The Operator, its respective owners, affiliates and subsidiaries and their respective shareholders, directors, officers, employees and agents and all other parties, including but not limited to this facility's owner or landlord is not and will not be liable for any losses or damage to personal property, including vehicles and articles. **Please keep personal belongings out of sight and lock your vehicle.**

Signed, sealed, and delivered this _____ day of _____, 2022 in the presence of:

Fulton County, a political subdivision of the State of Georgia

APPROVED AS TO FORM

By: _____

Robert L. Pitts, Chairman

Fulton County Board of Commissioners

This _____ day of _____, 2022.

Attest: _____

Y. Soo Jo, County Attorney

Tonya Grier, Clerk to the Commission