RESOLUTION BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE

01- R0190
February 19, 2001

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BUCKHEAD BASEBALL, INC. FOR A PERIOD OF THREE (3) YEARS WITH ONE OPTION TO RENEW FOR AN ADDITIONAL (2) YEAR PERIOD, IF MUTUALLY AGREED UPON BY BOTH PARTIES, FOR THE PRUPOSE OF ALLOWING BUCKHEAD BASEBALL, INC. TO OPERATE AND IMPROVE THE BASEBALL BALLFIELDS AT FRANKIE ALLEN PARK, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

Whereas, Buckhead Baseball, Inc. is a non profit corporation whose sole purpose is to sponsor and provide baseball/softball programs for children (boys and girls); and

Whereas, Buckhead Baseball, Inc. has utilized the baseball fields at Frankie Allen Park for numerous years for the purpose of providing baseball programs for children between the ages of 6-12; and

Whereas, Buckhead Baseball, Inc. has provided, at its own substantial expense and for the benefit of Frankie Allen Park and the City of Atlanta, certain improvements to the baseball fields and have maintained these baseball fields; and

Whereas, in recognition of the substantial improvements made to the baseball fields and the demonstrated ability of Buckhead Baseball, Inc. to maintain the fields and to provide first class baseball programs at Frankie Allen Park that is a benefit to the City of Atlanta; and

Whereas, the City of Atlanta, Department of Parks, Recreation and Cultural Affairs and Buckhead Baseball, Inc. desires to enter into a formal lease agreement assuring the continued operation, improvement and maintenance of the baseball fields at Frankie Allen Park, principally for baseball/softball programs for children (boys and girls) through Buckhead Baseball, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

Section 1: That the Mayor be and is hereby authorized to enter into a lease agreement with Buckhead Baseball, Inc. for a period of three (3) years, with one option to renew for an additional two (2) year period, if mutually agreed upon by both parties for the purpose of allowing Buckhead Baseball, Inc. to operate, improve and maintain the baseball fields at Frankie Allen Park and to sponsor and provide baseball/softball programs for children (boys and girls) between the ages of 6-12, on behalf of the Department of Parks, Recreation and Cultural Affairs.

Section 2: That said lease agreement shall be reviewed by the City Attorney as to form and prepared for the Mayor's signature, with the City of Atlanta incurring no liability thereunder until the lease agreement has been fully executed by the Mayor and delivered to Buckhead Baseball, Inc.

STATE OF GEORGA
COUNTY OF FULTON

FRANKIE ALLEN PARK LEASE AGREEMENT

This Lease Agreement, made and entered into this _____ day of _____, 2001, by the **City of Atlanta**, a municipal corporation, within the State of Georgia, hereinafter called the "**City**" and **Buckhead Baseball, Inc.**, a Georgia non-profit corporation, hereinafter called "**BBI**".

WITNESSETH:

Whereas, BBI is a non-profit corporation whose sole purpose is to sponsor and provide baseball programs for children; and

Whereas, BBI has used the athletic fields at Frankie Allen Park for a number of years to provide baseball programs for children between the ages of 6-12; and

Whereas, BBI has provided, at its substantial expense and for the benefit of Frankie Allen Park and the **City**, improvements to the baseball fields and, at its expense, has maintained these baseball fields; and

Whereas, in recognition of the substantial improvements made to the baseball fields by **BBI** and the demonstrated ability of **BBI** to maintain the baseball fields and to provide first-class baseball programs at Frankie Allen Park, which is a substantial benefit to the **City**; and

Whereas, the **City** and **BBI** desires to enter into a formal agreement assuring the continued operation and improvement of the baseball fields at Frankie Allen Park, principally for baseball programs for children through **BBI**; and

Whereas, the **City** and **BBI** desire to enter into a lease agreement to provide for the continued operation and use of certain baseball fields, and other facilities as a recreational facility; and

Whereas, this Lease agreement was authorized by Resolution as adopted by the Atlanta Council on the_____ day of _____, 2001 and approved by the Mayor on the ____ day of _____, 2001, a copy of which is attached hereto, and made a part hereof as Exhibit "A".

NOW THERFORE, for and in consideration of One Hundred Dollars ($100.00) in hand paid, **BBI** agrees to evoke use of the baseball fields for baseball programs for children between the ages of 6-12, and to make substantial improvements to Frankie Allen Park, the mutual covenants herein contained, are hereby acknowledged, and agreed to between the **City** and **BBI** follows:

1. **Description of Programs:** **BBI** shall conduct the following programs at the baseball fields in Frankie Allen Park for the term of this Lease agreement:

    a) Baseball for children between the ages of 6-12 during the times identified by **BBI** shall consist of the following time periods during the year:

    January—Field and facilities preparation
    February—March—Tryouts and practice
    March—June 10 -Regular season
    June 11 – July—All star team practice and tournament play
    September—October – (Fall baseball)—Instructional league play

2. **Grant Use of Facilities:** During the term of this Lease agreement, the **City** does hereby grant the right under the terms and conditions herein set forth, the use of the following facilities at Frankie Allen Park to **BBI** for the operation of these programs at the baseball fields and for other purposes hereto:

a) The baseball fields, dugouts and bleachers at the following fields utilizing the time periods of each calendar year, as follows:

Upper Field	January 1- December 31
Lower Field	January 1- December 31
T-Ball Field	January 1- December 31
Rookie Field	Janurary1- December 31
Softball Field	February1- June 30

b) One concession stand in Frankie Allen Park and Press box for each field.

c) Six batting cages.

d) Two scorer's stands at each field.

e) Three small storage sheds.

f) Use of parking areas at the above facilities.

3. **Primary Use of Facilities.** Notwithstanding Paragraph 2 above, **BBI** recognizes that certain groups, individuals and organizations from time to time desire the use of the above referenced facilities, and **BBI** hereby agrees to allow use of these facilities, such use shall be approved in writing by the Commissioner of the Department of Parks, Recreation and Cultural Affairs and will be given to **BBI** within a reasonable time period, before the use, provided that:

a) Use by the other groups, individuals and organizations do not interfere in any way with the scheduled **BBI** activity that has been submitted by BBI to the City in writing, whether a game or practice.

b) The group, individual or organization shall provide to **BBI** a document in a form reasonably acceptable to **BBI** before the use of the facility, whereby such group, individual or organization shall agree: (1) To be responsible fully for all damages to any of the facilities caused by such group, individual or organization's use of the facilities; (2) To hold **BBI and the City** harmless for cost and expenses for any injury that maybe incurred during the use of the facilities by the group, individual or organization.

4. **Indemnity.** In addition to its agreement to obtain and maintain the insurance limits as set forth herein, **BBI** agrees to indemnify and hold harmless the **City of Atlanta**, its officers, agents and employees from any and all claims against the **City of Atlanta,** its officers, agents and employees arising out of any negligent act or omission of **BBI**, its officers, agents, or employees, or any sub-lessee employed or authorized by **BBI** or any of their officers, agents or employees and any and all claims which result from any condition created or maintained by **BBI** or any sub-lessee employed by or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Lease agreement. **BBI** further agrees that its agreement to indemnify and hold harmless the **City of Atlanta**, its officers, agents and employees shall not be limited to the limits of the liability insurance under the Lease agreement.

5. **City Maintenance of Facilities**: The City, at its sole cost and expense agrees:

a) To maintain, including planting and mowing of grass outside the fences defining the Upper, Lower, T-ball, Rookie and Softball fields, (provided that during the periods of June 11 though January 31 of each year during the term of this Lease agreement, the City shall be responsible for the full maintenance of the Softball field, and inside the fences).

b) To maintain lights and provide electrical power to the Upper, Lower and Softball fields.

c) To perform or provide for all major repairs, such as, but not limited to, plumbing, electrical and roofing to the buildings, concession stand and press boxes. For the purpose of this Lease agreement, a major repair shall have an estimated cost of at least $1000.00. All major repairs shall be arranged and scheduled by the Bureau of Parks and made in writing, so as to allow the Bureau of Parks reasonable time to cure the problem through its work order system.

d) To provide water for the sprinkler system for the irrigation of the baseball fields at all times during the year.

e) Assist in garbage pick-up year round .

f) Maintain all other areas of the Frankie Allen fields, that are not covered by **BBI's** obligations in Paragraph 6 below.

g) Provide water and electrical power to concession stand and bathrooms.

h) Maintain all drives and parking areas in good and safe conditions.

6. **BBI Maintenance of Facilities**: **BBI** shall perform the following maintenance services at its sole cost and expense.

a). To regularly clean existing restroom facilities for all **BBI** activities between March 15 and June 15 annually during the term of this Lease agreement. In addition ,**BBI** may at its sole discretion and expense,provide and maintain portable restroom facilities. (Permits required from the Fulton County Health Department will be adhered to by **BBI** and any sub-lessee's)

b). Maintain baseball fields as to seeding, fertilizing and mowing on schedule that maximizes the appearance and utility of the Upper, Lower, T-ball, Rookie and Softball fields (provided **BBI** shall have responsibility for the maintenance of the Softball Field only during the periods of February 1 though June 10 of each year).

c). Operate, maintain, repair the concession stand, scorer stand and bleachers.

d) Maintain and repair dugouts and fences, including backstops for Upper, Lower Softball fields (provided **BBI** shall have responsibility for the maintenance of the Softball Field only during the periods of February 1 though June 10 of each year).

e) Maintain the baseball fields, pitcher's mounds, base path of the Upper, Lower, Softball, Rookie and T-ball fields (provided **BBI** shall have responsibility for the maintenance of the Softball Field only during the periods of Febuary1 though June 10 of each year.)

f). Trim, maintain, and, if necessary, replace shrubbery around all baseball fields and in front of the buildings and concession stands.

g). Purchase all materials needed for seeding and fertilizing of the baseball fields used by **BBI,** as specified by the Director of the Bureau of Parks.

h). Provide all maintenance and repairs not considered major under paragraph 5-c to the buildings, concession stands and press box.

i). Participate in an approved Youth Coaches Certification Program.

k). Provide Litter Control during the months of March 15 to November 15.

7. **City Agreement Required:** **BBI** shall have the right at its sole cost and expense, to improve or add to the facilities describe in the Lease agreement, provided **BBI** shall firstly obtain the written approval of the Commissioner of the Department of Parks, Recreation and Cultural Affairs before doing so.

8. **Alcoholic Beverages:** Neither **BBI** nor the **City** shall permit the sale or use of alcoholic beverages at **BBI** events.

9. **Term**: The term of this Lease agreement shall be for a (3) three year period, following the date of execution of this Lease agreement, with one (1) option to renew for an additional (2) two year period, if mutually agreed upon by both parties.

10. **Insurance/Bonding Requirements:** Are herewith attached and identified as "Exhibit B" in its entirety, and BBI agrees to obtain and maintain these insurance requirements during the duration of this Lease agreement.

11. _Notices: All notices required to be made under this Agreement shall be sent to the following

a) To the City: Commissioner
Department of Parks, Recreation and Cultural Affairs
675 Ponce de Leon Avenue, N.E.
8th Floor
Atlanta, Georgia 30308

b) To BBI President
c/o Buckhead Baseball , Inc.
1750 Peachtree Street, NW, Suite 250-C
Atlanta, Georgia 30355
Attention: D. Scott Hanson

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officials, on the day and year first above written.

ATTEST:

_____
Municipal Clerk

CITY OF ATLANTA:

_____
Mayor (SEAL)

ATTEST:

_____
Secretary of Record with the State of Georgia

PRESIDENT:

_____
Buckhead Baseball, Inc. (SEAL)

APPROVED:

_____
Acting Commissioner, Department Of Parks, Recreation and Cultural Affairs

APPROVED:

_____
Chief Operating Officer

APPROVED AS TO FORM:

_____
City Attorney

RECOMMENDED:

_____
Director, Bureau of Purchasing and Real Estate

APPROVED AS TO INTENT:

_____
Director, Bureau of Parks

APPROVED:

_____
Chief Financial Officer

APPROVED AS TO INTENT:

_____
Director, Bureau of Recreation

Exhibit B

INSURANCE/BONDING REQUIREMENTS
Frankie Allen Park Lease Agreement

A. General Preamble

The following general requirements apply to any and all leases. Compliance is required by all Lessees and Sub-Lessees of any tier. Insurance/Bonding requirements are based on information received as of date of lease. **The City of Atlanta reserves the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this contract.**

1. Evidence of Insurance Required Before any modification Work Begins

No Lessee or Sub-Lessee shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this lease shall have been complied with as outlined below, and until evidence of such compliance satisfactory to the City as to form and content has been filed with the City. **The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.**

2. Minimum Financial Security Requirements

Any and all companies providing insurance required by this lease must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

For all Contracts, regardless of size, companies providing Insurance of Bonds under this contract must have a current:

i) Best's Rating not less than A- and current
ii) Best's Financial Size Category not less than Class IX.
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia, furthermore, all bid, performance and payment bonds must be a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason shall be or become unsatisfactory to the City, written notification shall be mailed by the City to the lessor who shall promptly obtain a new policy or bond issued by an insurer acceptable to the City, and shall submit evidence of the same to the City as required herein.

Upon failure of the lessor to furnish, deliver and maintain such insurance or bonds as herein provided, this lessor, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the lessor to take out and/or to

maintain any required insurance or bonds shall not relieve the lessor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the lease concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this lease shall be maintained during the entire length of this lease, including any extensions thereto, and until all work has been completed to the satisfaction of the City. The City shall have the right to inquire into the adequacy of the insurance coverages set forth in this lease and to negotiate such adjustments as reasonable appear necessary.

4. Mandatory 30-Day Notice of Cancellation or Material Change

The City of Atlanta shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this contract. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory 30 days notice of cancellation shall appear on the Acord Certificate of Insurance and on any and all Bonds and Insurance policies required by this contract.

5. City of Atlanta as Additional Insured

The City of Atlanta shall be covered as Additional Insured under any and all Insurance and Bonds required by this contract, and such insurance shall be primary with respect to the Additional Insured. Confirmation of this shall appear on the Acord Certificate of Insurance, and on any and all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation, Professional Liability Insurance or Payment and Performance Bonds.

6. Mandatory Sub-Lessee Compliance

Lessee shall incorporate a copy of these Insurance, Bond and Hold Harmless requirements in each and every contract with each and every Sub-Lessee of any tier, and shall require each and every Sub-Lessee of any tier to comply with all such requirements. Lessor agrees that if for any reason Sub-Lessee fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds shall be procured and maintained by lessor at Lessee's expense.

7. Authorization and Licensing of Agent

Each and every agent acting as Authorized Representative on behalf of a Company affording coverage under this lease shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies, these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

B. Workers' Compensation and Employer's Liability Insurance

The Lessee shall procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such insurance to cover each and every employee who is or may be engaged in work under the contract:

Workers' Compensation ..... Statutory

Employer's Liability
Bodily Injury by Accident/Disease $100,000 each accident
Bodily Injury by Accident/Disease $100,000 each employee
Bodily Injury by Accident/Disease $500,000 policy limit

C. General Liability Insurance

The Lessee shall procure and maintain General Liability Insurance in an amount not less than $1,000,000 Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

1. Comprehensive Form
2. Contractual Insurance - (Blanket or specific applicable to this contract)
3. Personal Injury
4. Broad Form Property Damage
5. Premises - Operations

D. Automobile Liability Insurance

The Lessee shall procure and maintain Automobile Liability Insurance with not less than $500,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage shall be provided and shall be indicated on the Certificate of Insurance:

1. Comprehensive Form
2. Owned, Hired, Leased and Non-owned vehicles to be covered.

In the event the Lessee does not own any automobiles in the corporate name, non-owned vehicle coverage shall apply and must be endorsed on either the Lessee's personal automobile policy or the Comprehensive General Liability coverage (c) required under this contract.

E. Property Insurance

Lessee shall procure and maintain Property Insurance covering all forms of risk on all Tenant Improvements and any other interests of Lessee, if applicable, in or about the Leased Premises, including inventory, supplies, and other property of Lessee located at said Premises, insuring against the perils of fire, lightning, extended coverage, perils vandalism, malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of Tenant Improvements and any other interests of Lessee in or about said Premises.

F. Hold Harmless Agreement

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Lessee agrees to indemnify and hold harmless the City of Atlanta, its officers, agents and employees from any and all claims against the City of Atlanta, its officers, agents or employees which arise out of any negligent act or omission of Lessee or any sub-lessee employed by the Lessee or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Lessee or any sub-lessee employed by the Lessee or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Lessee further agrees that its agreement to indemnify and hold harmless the City of Atlanta, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Agreement and the attached specifications.

TRANSMITTAL FORM FOR LEGISLATION

TO MAYOR'S OFFICE: **Gregory G. Pridgeon, Deputy Chief of Staff**
(for review & distribution to Executive Management)

Commissioner's Signature: Earl McCrayfic **Director's Signature:** Dewey McClain

From Originating Dept.: Parks, Recreation and Cultural Affairs **Contact (Name):** Dewey L. McClain 404-817-6780

Committee(s) of Purview: Community Development/ Human Resources **Committee Deadline:** 01-29-01

Committee Meeting Date(s): 02-14-01 **Council Meeting Date(s):** 02-19-01

CAPTION: RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH BUCKHEAD BASEBALL, INC. FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION TO RENEW FOR AN ADDITIONAL (2) YEAR PERIOD, IF MUTUALLY AGREED UPON BY BOTH PARTIES, FOR THE PURPOSE OF ALLOWING BUCKHEAD BASEBALL, INC. TO OPERATE AND IMPROVE THE BASEBALL BALLFIELDS AT FRANKIE ALLEN PARK, ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; AND FOR OTHER PURPOSES.

BACKGROUND/PURPOSE/DISCUSSION:
Buckhead Baseball, Inc. is a non-profit corporation whose sole purpose is to sponsor and provide baseball/softball programs for children (boys and girls) between the ages of 6-12 in the Atlanta area.

Buckhead Baseball, Inc. has provided the recreational programs for the youth at Frankie Allen Park and baseball ballfields for many years and has made some substantial improvements to the ballfields and facilities, at no cost to the City of Atlanta.

The Department of Parks, Recreation and Cultural Affairs and Buckhead Baseball, Inc. desires to enter into a formal lease agreement assuring the continued operation, improvement and maintenance of the baseball ballfields at Frankie Allen Park, principally for baseball/softball programs for children through Buckhead Baseball, Inc.

FINANCIAL IMPACT (if any): None to the City of Atlanta

MAYOR'S STAFF ONLY:

Received by Mayor's Office: 1/29/01 (date) **Reviewed:** _____ (initials/date)

Submitted to Council: _____ (date)

Action by Committee: ____ **Approved** ____ **Adversed** ____ **Held** ____ **Amended**
____ **Substitute** ____ **Referred** ____ **Other**

DPRCA FORM 90-2a