ORDINANCE BY: COUNCILMEMBER ANNE FAUVER

December 16, 2002

02-O -2101

AUTHORIZING THE MAYOR TO ENTER INTO A PARKING LOT LEASE AGREEMENT (A PILOT PARTNERSHIP) WITH THE PIEDMONT PARK CONSERVANCY, INC. ORGANIZATION FOR THE PURPOSE OF OPERATING AND MANAGING THE TWO (2) PARKING LOTS WITHIN PIEDMONT PARK AT THE PARK DRIVE AND 12th STREET LOCATIONS ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; ESTABLISHING PARKING LOT FEE RATES AND TIMES; AND FOR OTHER PURPOSES.

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Memorandum of Understanding dated December 15, 1992, authorized by Resolution adopted by the Atlanta City Council on August 15, 1994 and approved by the Mayor on August 21, 1994 wherein terms and conditions were set forth which provided for a City of Atlanta-Piedmont Park Conservancy, Inc. cooperative collaboration for the benefit of Piedmont Park and the residents of the City of Atlanta in restoring and preserving Piedmont Park and providing advocacy for the needs of Piedmont Park; and

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Multi-Use Complex Operating Agreement dated March 2, 1999, authorized by Resolution adopted by the Atlanta City Council on November 2, 1998 and approved by the Mayor on November 9, 1998 wherein terms and conditions were set forth which allowed the Piedmont Park Conservancy, Inc. to develop a comprehensive program to operate the Multi-Use Complex for the purpose of promoting, preserving, supporting and encouraging the operation and use of Piedmont Park, its renovation, restoration and beautification; and

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Visitor's Center Operating Agreement dated September 24, 1996, authorized by Substitute Ordinance adopted by the Atlanta City Council on May 20, 1996 and approved by the Mayor on May 23, 1996 wherein terms and conditions were set forth which provided for the parties to establish arrangements for the Piedmont Park Conservancy Inc. to operate and mange the Piedmont Park Visitor's Center;

Whereas, the City of Atlanta desires to continue the relationship with Piedmont Park Conservancy, Inc., for the purpose of permitting the Conservancy or its agent to operate and manage the City-owned parking lots within the Piedmont Park identified as the Park Drive Lot-150 spaces (Attended) and the 12th Street Lot-19 spaces (Unattended) as a Pilot Partnership with the Department of Parks, Recreation and Cultural Affairs; and

Whereas, the Conservancy has agreed now to assume the responsibility for the security and maintenance staff to keep the parking lots nicer, cleaner and safer for all citizens that utilize the Piedmont Park.

NOW, THEREFORE, BE IT ORDAINED 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 Parking Lot Lease Agreement (A Pilot Partnership) with the Piedmont Park Conservancy, Inc. organization for the purpose of operating and managing the two (2) parking lots within Piedmont Park at the Park Drive Lot (150 Spaces-Attended) and 12th Street (19 Spaces-Unattended) locations, for a period of nine (9) years on behalf of the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks.

Section 2: That any such Parking Lot Lease Agreement provide for continued reasonable public access to the Piedmont Park for the Soccer Groups and Tennis Center players, and that the Mayor, the Department of Parks, Recreation and Cultural Affairs and the Piedmont Park Conservancy, Inc. agree to specific, standard hours of operation and fee schedules.

Section 3: That the Piedmont Park Conservancy, Inc. organization at its sole cost and expense will assume the responsibility for providing adequate security and maintenance obligations to operate and manage the two (2) parking lots identified above in Section 1 of this Ordinance; by employing parking systems companies with proven qualities for maintaining parking lots for the duration of the Parking Lot Lease Agreement, at no cost to the City of Atlanta, and that the Piedmont Park Conservancy, Inc. organization will provide the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs with proof that each and every parking lot employee and security company employee shall possess current required credentials to operate said parking lots.

Section 4: That the following Parking Lot Fee rates shall be charged during this Pilot Partnership program at the two (2) identified Parking Lots within Piedmont Park and may not be changed without approval from the Atlanta City Council:
Park Drive Lot: -150 Spaces (Attended), First 20 minutes free (Delivery and Drop Off); $2.00 per hour-Maximum of $5.00 per day; Tennis and Soccer Players; ½ Price (through validation or seasonal pass); Monthly Pass-$55.00.

12th Street Lot: -19 Spaces (Unattended), $3.00 Flat rate; Special Event rates for both Parking Lots $5.00 per hour-Maximum $10.00 per day; Buses-$45.00 per day in a specified designated area of Piedmont Park with all Vans, Sport Utility Vehicles and Motorcycles being treated as regular vehicle rates identified above.

Section 5: That all revenues derived from these Parking Lot Fee rates will be utilized for improvements made within the Piedmont Park and the Piedmont Park Conservancy, Inc. organization will provide a written report on all revenues received from these fees to the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs, or his designee on a quarterly basis to insure that the revenues are being placed back into the improvements of Piedmont Park.

Section 6: That all Ordinances and parts of Ordinances in conflict herewith be and the same are hereby repealed to the extent of the conflict.

STATE OF GEORGIA
COUNTY OF FULTON

Piedmont Park Conservancy, Inc. Parking Lot Lease Agreement
(A Pilot Partnership)

THIS LEASE AGREEMENT (the "Agreement"), is made and entered into this _____, day of _____, 2002, by and between the City of Atlanta, a municipal corporation of said State, hereinafter referred to as the "City", and the Piedmont Park Conservancy, Inc., hereinafter referred to as the "Conservancy".

WITNESSETH:

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Memorandum of Understanding dated December 15, 1992, authorized by Resolution adopted by the Atlanta City Council on August 15, 1994 and approved by the Mayor on August 21, 1994 wherein terms and conditions were set forth which provided for a City of Atlanta-Piedmont Park Conservancy, Inc. cooperative collaboration for the benefit of Piedmont Park and the residents of the City of Atlanta in restoring and preserving Piedmont Park and providing advocacy for the needs of Piedmont Park; and

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Multi-Use Complex Operating Agreement dated March 2, 1999, authorized by Resolution adopted by the Atlanta City Council on November 2, 1998 and approved by the Mayor on November 9, 1998 wherein terms and conditions were set forth which allowed the Piedmont Park Conservancy, Inc. to develop a comprehensive program to operate the Multi-Use Complex for the purpose of promoting, preserving, supporting and encouraging the operation and use of Piedmont Park, its renovation, restoration and beautification; and

Whereas, the City of Atlanta and the Piedmont Park Conservancy, Inc. entered into a Visitor's Center Operating Agreement dated September 24, 1996, authorized by Substitute Ordinance adopted by the Atlanta City Council on May 20, 1996 and approved by the Mayor on May 23, 1996 wherein terms and conditions were set forth which provided for the parties to establish arrangements for the Piedmont Park Conservancy Inc. to operate and mange the Piedmont Park Visitor's Center;

Whereas, the City of Atlanta desires to continue the relationship with Piedmont Park Conservancy, Inc., for the purpose of permitting the Conservancy or its agent to operate and manage the City-owned parking lots within the Piedmont Park identified as the Park Drive Lot-150 spaces (Attended) and the 12th Street Lot-19 spaces (Unattended) as a Pilot Partnership with the Department of Parks, Recreation and Cultural Affairs; and

Whereas, by Ordinance adopted by the Atlanta City Council, Atlanta, Georgia, on the _____, day of _____, 2002, and approved by the Mayor on the _____, day of _____, 2002, hereto marked as Exhibit "A" and made a part hereof by reference, the Mayor is authorized to enter into an appropriate Parking Lot Lease Agreement as a Pilot Partnership for a period not to exceed nine (9) years with the Piedmont Park Conservancy, Inc. for the parking lots identified above; and

Whereas, the Conservancy has agreed now to assume the responsibility for the security and maintenance staff to keep the parking lots nicer, cleaner and safer for all citizens that utilize the Piedmont Park.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed between the parties hereto as follows:

1.

That the term of this Parking Lot Lease Agreement between the City of Atlanta and the Piedmont Park Conservancy, Inc. shall be for a period of nine (9) years from the date of its execution with all revenues derived from the parking fees being utilized for improvements in Piedmont Park. All revenues will be reported in writing to the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs or his designee on an quarterly basis to insure that revenues received are placed back into the improvements within Piedmont Park.

2.

That the Conservancy shall at its sole cost and expense and subject to the terms and conditions hereinafter prescribed assume the responsibility for the security and maintenance staff obligations to manage and operate within Piedmont Park the parking Lots at the Park Drive Lot-150 Spaces (Attended) and the 12th Street Lot-19 Spaces (Unattended) by employing parking system companies with proven qualities for maintaining parking lots for the duration of this nine (9) year Parking Lot Lease Agreement.

3.

That for the duration of this Parking Lot Lease Agreement, the Conservancy or its Subcontractors (Parking Concessionaire)/ (Security Staff), as appropriate, shall submit proof that each and every parking lot employee and security company employee shall possess current required credentials and Conservancy shall not authorize either

Subcontractor to operate the parking lots, until said proof has been made to the full satisfaction of the City, and the Conservancy and its Subcontractors, as appropriate, shall

guarantee that at no time shall it permit, allow or otherwise let non-credentialed personnel operate, staff or manage the Parking Lots.

4.

It is understood and agreed upon by the Conservancy that it may charge the following parking rates at the two (2) parking lots identified above in section 2 only as follows:

Park Drive Lot-150 Spaces (Attended), First 20 minutes free (Delivery and Drop Off); $2.00 per hour-Maximum of $5.00 per day; Tennis and Soccer Players; ½ Price (through validation or seasonal pass); Monthly Pass-$55.00. **12th Street Lot**-19 Spaces (Unattended), $3.00 Flat rate; Special Event Rates for both Lots $5.00 per hour-Maximum $10.00 per day; Buses- $45.00 per day in a specified designated area of Piedmont Park with all Vans and Motorcycles being treated as regular vehicle rates identified above.

5.

That the Conservancy agrees at its sole costs and expense to provide appropriate new signage and welcoming signs in Piedmont Park which shall be approved in writing, prior to erecting said signs, by the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs.

6.

The Conservancy agrees to secure and maintain at its sole cost and expense the Insurance/Bonding Requirements established by the City of Atlanta Risk Manager during the entire term of this Lease Agreement, as identified on the attached "Exhibit B".

7.

Either party to this Parking Lot Lease Agreement shall have the right to terminate the agreement with or without cause by giving, one unto the other, a one (1) year written Notice of Intent to Terminate.

8.

It is further understood that this Parking Lot Lease Agreement shall not become binding on the City, and the City shall incur no liability upon the same until this Parking Lot Lease Agreement has been executed by the Mayor and delivered to the Conservancy.

9.

This Parking Lot Lease Agreement is made and entered into in Fulton County, Georgia. In the event of any dispute, disagreement or action arising under this agreement, the proper place for determination of such dispute, disagreement or legal action is within the jurisdiction of Fulton County, Georgia and based upon the Laws of the State of Georgia.

IN WITNESS WHEREOF, the City of Atlanta by and through its duly authorized officers and the Piedmont Park Conservancy, Inc., and its officers have executed this Parking Lot Lease Agreement, the day and year first above written.

ATTEST:

_____
Municipal Clerk

CITY OF ATLANTA:

_____
MAYOR **(SEAL)**

ATTEST:

_____
Corporate Secretary

Piedmont Park Conservancy, Inc.

_____
President **(SEAL)**

APPROVED:

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

APPROVED:

_____
Chief Operating Officer

APPROVED AS TO FORM:

_____
City Attorney

APPROVED:

_____
Chief Financial Officer

APPROVED:

_____
Purchasing Agent, Bureau of Purchasing
and Real Estate

RECOMMENDED:

_____
Director, Bureau of Parks

EXHIBIT "B"

INSURANCE/BONDING REQUIREMENTS
Piedmont Park Conservancy, Inc. Parking Lot Lease Agreement

A. General Preamble

The following general requirements apply to any and all work under this contract. Compliance is required by all Contractors and Sub-contractors of any tier. Insurance/Bonding requirements are based on information received as of date of contract execution. The insurance requirements are considered minimums only and in no way serve to cap or limit the responsibility of the Contractor or Subcontractors for its actions. **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 Work Begins

No Contractor or Sub-contractor shall commence any work of any kind under this contract until all Insurance and Bond requirements contained in this contract 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 contract 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 Contractor 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.

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

Upon failure of the Contractor to furnish, deliver and maintain such insurance or bonds as herein provided, this contract, at the election of the City, may be declared forthwith suspended, discontinued or terminated. Failure of the Contractor to take out and/or to maintain any required insurance or bonds shall not relieve the Contractor from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Contractor concerning indemnification.

3. Insurance Required for Duration of Contract

Any and all Insurance and Bonds required by this contract shall be maintained during the entire length of this contract, 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 contract 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-contractor Compliance

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

E . Hold Harmless Agreement

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Contractor 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 Contractor or any sub-contractor employed by the Contractor or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Contractor or any sub-contractor employed by the Contractor or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Contractor 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.