02- R -0339

RESOLUTION BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE **March 4, 2002**

AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE NORTHSIDE YOUTH ORGANIZATION, INC. FOR THE PURPOSE OF JOINT USE OF CERTAIN FIELDS, THE GYMNASIUM, BUILDINGS AND OTHER FACILITIES AS A RECREATIONAL FACILITY LOCATED IN THE CHASTAIN PARK ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTUAL AFFAIRS.

Whereas, the City desires to provide recreational facilities for the use of the children of the City and elsewhere; and

Whereas, the City and the Northside Youth Organization, Inc. have worked together for over forty (40) years providing youth programs of athletics at the Chastain Park; and

Whereas, the City and the Northside Youth Organization, Inc. desire to continue with a lease agreement to operate/manage jointly certain fields, the gymnasium, buildings and other facilities as a recreational facility in the Chastain Park, for a three (3) year period with one option to renew for an additional two (2) year period.

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 an appropriate lease agreement with the Northside Youth Organization, Inc. for the joint operation and management of certain fields, the gymnasium, buildings and other facilities in the Chastain Park.

Section 2: That the term of the agreement shall be for a three (3) year period with an option to renew for an additional two (2) year period.

Section 3: That the City Attorney be and is hereby directed to prepare an appropriate lease agreement for execution by the Mayor, to be approved by the City Attorney as to form.

Section 4: That this lease agreement shall not become binding on the City and the City shall incur no liability upon same until such lease agreement has been executed by the Mayor and delivered to the Northside Youth Organization, Inc. group.

STATE OF GEORGIA

COUNTY OF FULTON

NORTHSIDE YOUTH ORGANIZATION LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of _____, 2002, by the City of Atlanta, a municipal corporation within the State of Georgia, hereinafter called the "City", and the Northside Youth Organization, Inc., hereinafter called "NYO".

WITNESSETH:

Whereas, the City desires to provide recreational facilities for the use of the children of the City and elsewhere; and

Whereas, the City and the NYO desire to continue with an agreement to operate jointly certain fields, the gymnasium, buildings and other facilities as a recreational facility; and

Whereas, this Agreement was authorized by a Resolution adopted by the Council of the City of Atlanta, Georgia on _____ and approved by the Mayor of the City of Atlanta, Georgia on _____, a copy of which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, it is agreed between the City and NYO as follows:

1. **Description of Program.** NYO shall conduct the following programs of athletics at Chastain Park with the City of Atlanta for the term of this Agreement.

(a) Baseball for children between the ages of 5 and 15;

(b) Football for children between the ages of 6 and 14;

(c) Basketball for children between the ages of 6 and 16; and

(d) Softball for children between the ages of 6 and 18.

(e) All NYO programs, games and practice sessions must be first approved in writing by the Bureau of Recreation Facility Manager at Chastain Park. NYO shall determine the number of teams involved in all NYO programs, games and practice sessions and submit a schedule of programs to the Bureau of Recreation Facility Manager.

2. **Grant of Use of Facilities**. The City does hereby grant to NYO, under the terms and conditions hereinafter set forth, the use of the following facilities at Chastain Park for the operation of these programs of athletics and for other purposes incident thereto;

(a) The Dowis Building.

(b) Three (3) concession stands and four (4) press boxes.

(c) The athletic fields, dugouts, bleachers and seating and future fields as identified in Exhibit "B", at the following fields for the time periods during each calendar year specified:

An outline of these fields (as currently named) are also shown on Exhibit "B", attached hereto and by this reference incorporated herein.

Blackwell Field	January 1 - December 31
(Baseball-Football-Softball)	
Mickey Mantle Fields	January 1 - December 31
(Bronco Field-Future Fields)	
*Sandy Koufax Field	February 1 - July 1**(For scheduled use only and for reservations by the Director of the Bureau of Recreation)**
NYO Field (Field of Dreams)	January 1 - December 31
The T-Ball Field	January 15- June 15
The Lake Forrest Fields	January 1- December 31
(Softball-Football-Soccer)	

*** Note: Field is used by NYO and the City, scheduling will be coordinated and approved in writing by the Director of the Bureau of Recreation, prior to March of each year.**

(d) Batting cages. NYO and the Director of the Bureau of Recreation will coordinate the usage of any unscheduled time slots.

3. **Primary Use of Facilities.** The City grants to NYO the use of facilities described in Paragraph 2 on a Primary Use basis. NYO recognizes that other groups, individuals and organizations, from time to time desire to use the facilities and hereby agrees to allow the use of these facilities by the other group, individuals and organization, if such use is first approved in writing by the Commissioner of the Department of Parks, Recreation and Cultural Affairs and given to NYO within a reasonable period of time before the use, provided that:

(a) The use by other groups organizations does not interfere in any way with scheduled NYO activity whether a game or practice.

(b) The groups or organizations agree in writing to furnish to NYO before its use of the facility, to be responsible for all damages to any of the facilities.

(c) The groups or organizations agree in writing to furnish to NYO before its use of the facility, to hold NYO and the City of Atlanta harmless for all costs, damages to property and expenses for any injury which may be incurred by participants or spectators at the event.

(d) During every lease year all user groups, individuals or organizations will develop a schedule of planned events for the fields and facilities. These schedules will be submitted to and approved by the Director of Recreation.

4. **Hold Harmless.** NYO agrees to hold the City, its officers, agents and employees harmless from any and all claims against the City or any of them arising out of any act or omission of the NYO, its officer, agents or employees which act or omission was not specified or contemplated by this Agreement.

5. **City Maintenance of Facilities.** The City shall at its sole cost and expense.

(a) Maintain, including planting and fertilizing and mowing of grass, all areas outside of the fences defining the Sandy Koufax, Mickey Mantle, NYO, T-Ball, Lake Forrest and Blackwell Fields (map of areas are attached as Exhibit "B").

(b) Perform or provide for all major repairs such as, but not limited to plumbing, electrical and roofing to the Dowis Building, concession stands and press boxes. For the purpose of this Agreement, a major repair shall have an estimated cost for at least $1000.00. All major repairs shall be arranged and scheduled by the Bureau of Parks.

(c) Maintain lights and provide electrical power to the Sandy Koufax, Mickey Mantle, NYO and Lake Forrest field batting cages, and Blackwell Fields.

(d) Provide water and electrical power to the Dowis Building and all concession stands.

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

(a) Regularly clean existing public restroom facilities in the Dowis Building for all NYO activities and may at its discretion and at its sole cost and expense provide and maintain portable restroom facilities at any of the facilities.

(b) Perform minor grading, installation bases, backstops and goal posts.

(c) Maintain and repair all fences, including backstops, enclosing the Sandy Koufax, Mickey Mantle, Bronco, NYO, Blackwell, Lake Forrest, T-Ball Fields and Future Fields.

(d) Trim, maintain and if necessary, replace shrubbery around all athletic fields and in front of the Dowis Building and concession stands.

(e) Purchase all materials needed for seeding and fertilizing athletic fields used by the NYO as specified by the Director of the Bureau of Parks.

(f) Weed all shrubbery beds around the Dowis Building and concession stands.

(g) Provide all maintenance and repairs not considered major under Paragraph 5 to the Dowis Building, concession stands and press boxes.

(h) Line in baseball, softball and football fields for NYO events.

(i) Mow the grass in the outfield and foul territories of the Sandy Koufax, Mickey Mantle, NYO, Blackwell, T-Ball and Lake Forrest Fields, and the infield of the Sandy Koufax Field according to the schedule attached as Exhibit "C" to be scheduled by the Bureau of Parks during the scheduled seasons identified in Paragraph 1.

(j) Provide Litter Control during the months of November 15 and May 15.

(k) Provide Pest Control services at the leased facilities.

(l) Seed and fertilize the athletic fields in accordance with the schedule on Exhibit "C" annually and fertilize the athletic fields semi-annually.

(m) Maintain and repair stationary bleachers and stands at the Sandy Koufax, Mickey Mantle, NYO, Lake Forrest Fields, Bronco and Future Fields and to pay for all materials required for the maintenance and repairs, within this section.

7. **Coaches Participation.** NYO agrees that all NYO Coaches must participate in a national Coaches Certification Program.

8. **Gymnasium.** The City shall grant to NYO at no cost the use of the Chastain Park Gymnasium for the purpose of conducting the NYO basketball program. NYO may use the concession stands at the gymnasium for their scheduled events. NYO must submit a schedule in writing to the Director of the Bureau of Recreation prior to September 30th for approval.

9. **City Agreement Required.** NYO shall have the right at its sole cost and expense to improve or add to the facilities described in this Agreement, but shall first obtain a written approval before doing so.

10. **NYO and City Meeting.** NYO and City (DPRCA) shall meet monthly for planning and review of the recreational programs conducted by NYO and to review their respective efforts and performances under the Agreement.

11. **Alcoholic Beverages.** Neither NYO nor the City shall permit the sale of alcoholic beverages at NYO events.

12. **Board Member.** City may designate a person to be on the NYO Board of Directors, as a non-voting member, and NYO shall accommodate said request as soon as possible.

13. **Insurance and Bonding Requirements.** All applicable provisions pertaining to this section are attached and identified as Exhibit "D", and are required to be maintained at all times during the term of this Agreement.

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

15. **Termination of Agreement.** Either party may terminate this Agreement, with or without a cause, by giving one (1)-year written notice of its intention to terminate or cancel this Agreement.

16. **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
City Hall East
675 Ponce de Leon Avenue, 8th Floor
Atlanta, Georgia 30308

(b) To NYO: President
Northside Youth Organization
Post Office Box 420486
Atlanta, Georgia 30342

17. It is understood by NYO that this Agreement shall not become binding on the City, and the City shall incur no liability upon the same until such Agreement has been executed by Mayor and delivered to the NYO.

18. **Subleasing.** NYO shall not sublease any portion of this lease agreement without written approval from the Commissioner of the Department of Parks, Recreation and Cultural Affairs.

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

ATTEST:

MUNICIPAL CLERK

CITY OF ATLANTA

MAYOR (SEAL)

ATTEST:

Secretary

NORTHSIDE YOUTH ORGANIZATION, INC.

President (SEAL)

APPROVED:

Acting Commissioner, Department of Parks, Recreation and Cultural Affairs

APPROVED:

Chief Operating Officer

APPROVED AS TO FORM:

Assistant City Attorney

RECOMMENDED:

Director, Bureau of Purchasing and Real Estate

APPROVED AS TO INTENT:

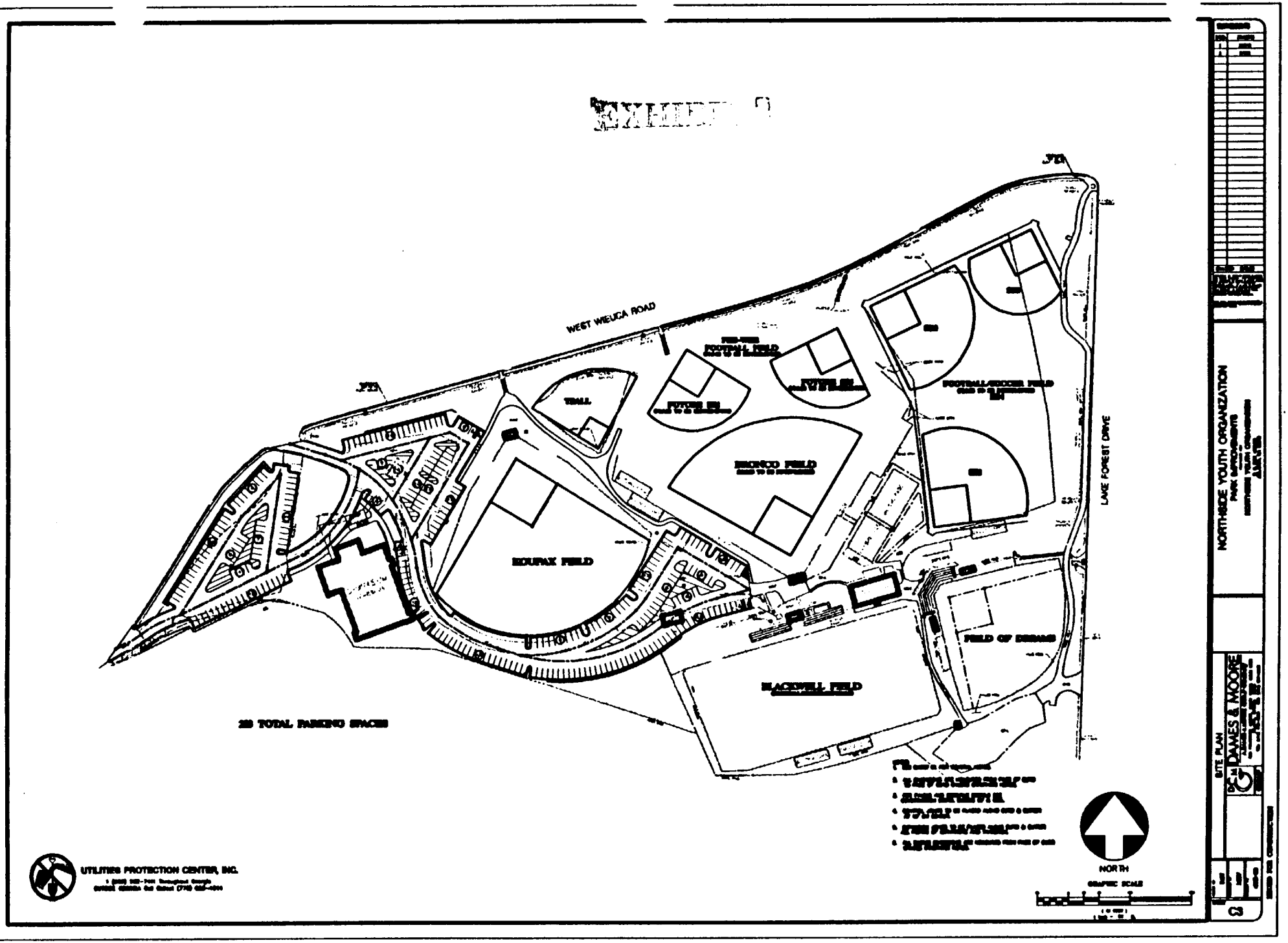
Acting Director, Bureau of Recreation

APPROVED:

Chief Financial Officer

APPROVED AS TO INTENT:

Director, Bureau of Parks


WEST WIEUCA ROAD
LAKE FOREST DRIVE
TRAIL
BRONCO FIELD
EQUIPAX FIELD
BLACKWELL FIELD
FIELD OF DREAMS
NORTH
GRAPHIC SCALE
UTILITIES PROTECTION CENTER, INC.
NORTHSIDE YOUTH ORGANIZATION
PARK IMPROVEMENTS
SITE PLAN
DAMES & MOORE
C3

Mowing and Fertilization Schedule Exhibit C

The areas noted on Exhibit B will be mowed once every seven days, weather permitting, between April1 and November 1.

Appropriate fertilizers, supplied by NYO, will be applied to the areas noted in Exhibit B in May and September.

The pH of the soil will be adjusted as needed based on a soil analysis performed by the Extension Service. The pH adjustment, if needed, will be made on an annual basis.

EXHIBIT "D"

INSURANCE/BONDING REQUIREMENTS
The Northside Youth Organization Proposed 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 $2,000,000 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, Chief of Staff**
(for review & distribution to Executive Management)

Commissioner's Signature: Karl McCray Jr. **Director's Signature:** Jay W. Lowery

From Originating Dept.: Parks, Recreation and Cultural Affairs **Contact (Name):** Jay W. Lowery 404-817-6744

Committee(s) of Purview: CD/HRC **Committee Deadline:** 02-11-02

Committee Meeting Date(s): 02-26-02 **Council Meeting Date(s):** 03-04-02

CAPTION: RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE NORTHSIDE YOUTH ORGANIZATION, INC. FOR THE PURPOSE OF JOINT USE OF CERTAIN FIELDS, THE GYMNASIUM, BUILDINGS AND OTHER FACILITIES AS A RECREATIONAL FACILITY LOCATED IN THE CHASTAIN PARK ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS.

BACKGROUND/PURPOSE/DISCUSSION:
The Northside Youth Organization, Inc. is a non-profit organization that has worked in conjunction with the City of Atlanta and the Department of Parks, Recreation and Cultural Affairs for well over forty (40) years to provide athletic programming to the youth of the City of Atlanta and elsewhere at the Chastain Park.

The Department of Parks, Recreation and Cultural Affairs and the Northside Youth Organization desire to continue the relationship by formulating and executing a new lease agreement for the purpose of allowing the NYO to operate/manage jointly certain fields, the gymnasium, buildings and other facilities as a recreational facility in the Chastain Park, for a three (3) year period with one option to renew for an additional two (2) year period. The agreed upon lease agreement is attached for review.

FINANCIAL IMPACT (if any):

MAYOR'S STAFF ONLY:

Received by Mayor's Office: 2/8/02 (date) **Reviewed:** _____ (initials/date)

Submitted to Council: _____ (date)

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

DPRCA FORM 90-2a