RESOULTION BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE

02-R-1385
September 2, 2002

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH PARK PRIDE ATLANTA, INC., IN AN AMOUNT NOT TO EXCEED $33,000.00 A YEAR, FOR A TWO (2) YEAR PERIOD WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEAR PERIOD, FOR THE PURPOSE OF PROVIDING ASSISTANCE IN OBTAINING CITIZEN AND CORPORATE SUPPORT FOR THE CITY OF ATLANTA PARKS ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; ALL EXPENSES SHALL BE CHARGED TO AND PAID FROM ACCOUNT NUMBER 1C22 523001 N12D09B69999.

Whereas, Park Pride Atlanta, Inc. is a non-profit organization whose purpose is the provision of the support for the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks; and

Whereas, Park Pride Atlanta, Inc. has provided valuable volunteer support services for a number of years to the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks; and

Whereas, the Department of Parks, Recreation and Cultural Affairs has provided funding directly to Park Pride Atlanta, Inc., through a contractual arrangement; and

Whereas, the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks desires to continue funding Park Pride Atlanta, Inc. through a contractual arrangement; and

Whereas, the Department of Parks, Recreation and Cultural Affairs will continue to provide office space for Park Pride Atlanta, Inc. to be located within the Department's office space at 675 Ponce De Leon Avenue, N.E., 8th Floor of the City Hall East Building.

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

Section 1: That the Mayor is hereby authorized to enter into a contractual agreement with Park Pride Atlanta, Inc., for a two (2) year period with an option to renew for an additional two (2) year period, for the purpose of providing assistance in obtaining citizen and corporate support for the City of Atlanta Parks, on behalf of the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks.

Section 2: That said contractual services shall be paid to Park Pride Atlanta, Inc., in an amount not to exceed $33,000.00 a year, during each contract year of the agreement.

Section 3: That the Department of Parks, Recreation and Cultural Affairs will continue to provide office space to Park Pride Atlanta, Inc., during the term of this contractual agreement at 675 Ponce De Leon Avenue, N.E., 8th Floor, City Hall East.

Section 4: That all expenses shall be charged to and paid from Account Number 1C22 523001 N12D09B69999.

Section 5: That this contractual agreement shall not become binding on the City, and the City Shall incur no liability upon same until such contractual agreement has been fully executed by the Mayor and delivered to Park Pride Atlanta, Inc.

STATE OF GEORGIA
COUNTY OF FULTON

PARK PRIDE ATLANTA, INC., CONTRACTUAL AGREEMENT

THIS AGREEMENT, 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 **PARK PRIDE ATLANTA, INC.,** hereinafter referred to as "PARK PRIDE".

WITNESSETH:

Whereas, the City has identified the need for increased private support and funding for its Parks programs and operations; and

Whereas, the City desires to continue a contractual relationship with Park Pride to serve as liaison, fund-raiser, and coordinator of various parks programs; and

Whereas, this contractual agreement was authorized by a Resolution adopted by the Atlanta City Council on the _____, day of _____, 2002 and approved by the Mayor on the _____, day of _____, 2002, a copy of said Resolution being attached hereto and marked as Exhibit "A".

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

1.

PARK PRIDE does hereby agree:

A. To coordinate volunteer services citywide for park beautification and maintenance through Adopt-A-Park, Donate-A-Tree and similar programs;
B. To raise private sector funds for parks related purposes;
C. To provide equipment and materials as listed in the Bureau of Parks budget for 2002;
D. To produce in-kind donations for Parks;
E. To coordinate parks related and environmental initiatives proposed by the private sector;
F. To channel citizen interest in parks advocacy, promotion and improvement through a membership program which would also raise public awareness generally regarding parks;
G. To work with the Bureau of Parks staff, for the purpose of continuing the Employee Beautification Incentive Program;
H. To obtain on a pro-bono basis, volunteers to provide professional service in the areas of landscaping, planting, horticultural services, landscape design, landscape and parks management.

2.

A. The City agrees to pay Park Pride in an amount not to exceed $33,000.00 from the Park Improvement Fund Account Number 1C22 523001 N12D09B69999 for services rendered.
B. The City also agrees to provide Park Pride with adequate office space on the eighth floor of the City Hall East building, located at 675 Ponce De Leon Avenue, N.E., along with utilities and telephones for the period of this contractual agreement.

3.

The term of the contractual agreement shall be for a two (2) year period from the date of its final execution, with an option to renew for a two (2) year period, as mutually agreed upon by both parties.

4.

Park Pride agrees to protect and hold harmless the City, its officers, agents and employees from any and all claims, demands, actions, causes of actions, suits, damages, loss and expense of any kind, whatever kind of nature to any person or to any property for any activity sponsored by or coordinated by Park Pride.

5.

Insurance Requirements are attached and identified as "Exhibit B".

6.

The parties agree that the term of this contractual agreement as contained herein, shall constitute the whole and entire agreement between them. No changes which may be mutually agreed upon between the City and Park Pride shall be effective and enforceable until and unless a written amendment to this agreement has been fully executed by both parties.

7.

It is understood and agreed upon by Park Pride that this contractual agreement shall not become binding upon the City, and that the City shall incur no liability upon same until this agreement has been executed by the Mayor and delivered to Park Pride.

IN WITNESS WHEREOF, the City by and through its duly authorized officers and Park Pride and its officers have executed this contractual agreement, the day and year first above written.

ATTESTED:

_____
Municipal Clerk

APPROVED:

_____
Mayor **(SEAL)**

ATTESTED:

_____
Secretary

PARK PRIDE, ATLANTA, INC.

_____
President **(SEAL)**

RECOMMENDED:

_____
Acting Commissioner, Dept. of Parks, Recreation and Cultural Affairs

APPROVED:

_____
Chief Of Staff

APPPROVED AS TO FORM:

_____
Assistant City Attorney

APPROVED:

_____
Director, Bureau of Purchasing and Real Estate

APPROVED AS TO INTENT:

_____
Director, Bureau of Parks

APPROVED:

_____
Chief Financial Officer

"Exhibit B"

INSURANCE/BONDING REQUIREMENTS
Park Pride Atlanta, Inc.

A. **General Preamble**

The following general requirements apply to any and all work under this contract. Compliance is required by all Consultants and Sub-consultants 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 Consultant or Sub-consultant 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 Consultant or Sub-consultant 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 Consultant 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 Consultant 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 Consultant to take out and/or to maintain any required insurance or bonds shall not relieve the Consultant from any liability under the contract, nor shall these requirements be construed to conflict with the obligation of the Consultant 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-consultant Compliance**

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

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 Consultant 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 Consultant shall procure and maintain General Liability Insurance in an amount not less than $750,000 per occurrence. The policy shall also contain a $750,000 aggregate. 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
6. Products-Completed Operations

D. **Automobile Liability Insurance**

The Consultant shall procure and maintain Automobile Liability Insurance with not less than $300,000 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 Consultant does not own any automobiles in the corporate name, non-owned and hire automobile coverage will be maintained by the Consultant in the amount indicated above.

E. **Fidelity Bond**

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this contract. The Bond shall be the amount of $25,000 and shall be specifically endorsed to cover loss under this contract and shall name the City of Atlanta as Loss Payee.

F. **Hold Harmless Agreement**

In addition to its agreement to obtain and maintain the insurance as set forth herein above, Consultant 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 Consultant or any sub-consultant employed by the Consultant or any of their officers, agents or employees, and any and all claims which result from any condition created or maintained by the Consultant or any sub-consultant employed by the Consultant or any of their officers, agents or employees, which condition was not specified to be created or maintained by this Agreement. Consultant 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: _____ **Director's Signature:** _____

From Originating Dept.: Parks, Recreation and Cultural Affairs

Contact (Name): Jay W. Lowery 404-817-6744

Committee(s) of Purview: CD/HRC

Committee Deadline: 08-12-02

Committee Meeting Date(s): 08-27-02

Council Meeting Date(s) : 09-02-02

CAPTION: RESOLUTION BY COMMUNITY DEVELOPMENT/HUMAN RESOURCES COMMITTEE AUTORIZING THE MAYOR TO ENTER INTO A CONTRACTUAL AGREEMENT WITH PARK PRIDE ATLANTA, INC., IN AN AMOUNT NOT TO EXCEED #33,000.00 A YEAR, FOR A TWO (2) YEAR PERIOD WITH AN OPTION TO RENEW FOR AN ADDITIONAL TWO (2) YEAR PERIOD, FOR THE PURPOSE OF PROVIDING ASSISTANCE IN OBTAINING CITIZEN AND CORPORATE SUPPORT FOR THE CITY OF ATLANTA PARKS ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS, BUREAU OF PARKS; ALL EXPENSES SHALL BE CHARGED TO AND PAID FROM ACCOUNT NUMBER 1C22 523001 N12D09B69999.

BACKGROUND/PURPOSE/DISCUSSION:
The Department of Parks, Recreation and Cultural Affairs, Bureau of Parks desires to enter into another contractual arrangement with Park Pride Atlanta, Inc., in an amount not to exceed $33,000.00 a year for a two (2) year period, with an option to renew for a two (2) year period, so as to allow Park Pride to continue to provide the City assistance in obtaining citizen and corporate support for the City of Atlanta Parks.

FINANCIAL IMPACT (if any): Yes, the Department of Parks, Recreation and Cultural Affairs, Bureau of Parks shall pay the $33,000.00, a year during the contract period to Park Pride from account number 1C22 523001 N12D09B69999.

MAYOR'S STAFF ONLY:

Received by Mayor's Office: 8/12/02 (date) **Reviewed:** _____ (initials/date)

Submitted to Council: _____ (date)

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

DPRCA FORM 90-2a