COMMITTEE AMENDMENT FORM

DATE **1/28/03**

COMMITTEE **CD/HR** PAGE#(S)_____

ORDINANCE#_____ SECTION(S) **3**

RESOLUTION# **03-R-1310** PARAGRAPH_____

AMENDMENT

To add the following words at the end of Section 3:

", for the purpose of ongoing maintenance, security and operation at the aforementioned facilities."

AN AMENDED RESOLUTION **03- R -1310**

BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS LEASE AGREEMENTS AT THE JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL STREET NEIGBHORHOOD CENTERS AT A RENTAL RATE OF $8.44 PER SQUARE FOOT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF EXECUTION OF SUCH LEASE AGREEMENT, WITH LESSEES TO BE DETERMINED BY THE COMMISSIONER OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; ALL RENTAL MONIES SHALL BE DEPOSITED INTO THE REVENUE GENERATED, GENERAL FUND ACCOUNT NUMBER 1A01 462201 B00001, TO BE UTILIZED BY THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS.

WHEREAS, the Department of Parks, Recreation and Cultural Affairs has, through assignment of responsibilities, received responsibility for the neighborhood service centers identified as the John C. Birdine, Dunbar and Georgia Hill Street Centers (hereinafter "the Centers"); and

WHEREAS, the director of the Centers has been reassigned to the Department of Parks, Recreation and Cultural Affairs and shall have the overall responsibility of managing the Centers; and

WHEREAS, in July 2002, the City Council passed a resolution, 02-R-1102, attached hereto as Exhibit 1(hereinafter "the Resolution"), authorizing the Mayor to enter into various lease agreements at the Centers with public and private agencies identified on Exhibit A to the Resolution; and

WHEREAS, some of the public and private agencies identified in the Resolution no longer wish to lease space at the Centers, and agencies not listed in the Resolution have requested to lease space at the Centers; and

WHEREAS, as indicated in the Resolution, the Centers are to be utilized to lease space for various public and private agencies that provide services to the residents within the Centers' service areas; and

WHEREAS, given the changing needs of tenants and potential tenants of the Centers, it is more efficient to allow the Commissioner of the Department of Parks, Recreation, and Cultural Affairs to determine which potential tenants will provide services to the

residents within the Centers' service areas, and to arrange the details of whom is leasing space and the specific location of that space; and

WHEREAS, the Department of Finance, Bureau of Budget and Management Analysis has determined the current rental value rate for the Centers as $8.44 per square foot.

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 lease agreements for space at the Dunbar, George Hill and John C. Birdine neighborhood service centers, (hereinafter "Lease Agreements" or, for any one of the Lease Agreements, "Lease Agreement") with public and private agencies that will provide services to the residents located in the service areas of the Centers. The public and private agencies shall be selected by the Commissioner, Acting Commissioner or Interim Commission of the Department of Parks, Recreation and Cultural Affairs, who shall only lease space to agencies that s/he determines will provide services to the residents located in the Centers' service areas. Each Lease Agreement shall be for a duration not to exceed three (3) years from the date of execution of said Lease Agreement.

Section 2: That each lessee at the Centers shall agree to pay the City of Atlanta the current rental value of $8.44 per square foot of space leased, on an annual basis. Each Lease Agreement shall set forth the exact location of the space being leased, the square footage to be leased, and a calculation of the actual rental charge, determined by the amount of square footage times $8.44.

Section 3: That the Department of Parks, Recreation and Cultural Affairs will receive all rental revenue collected from the Centers, and shall deposit such revenue into the Revenue Generated, General Fund Account Number 1A01 462201 B00001, to be utilized solely by the Department of Parks, Recreation and Cultural Affairs, ***for the purpose of ongoing maintenance, security and operation at the aforementioned facilities.***

Section 4: That the City Attorney be and is hereby directed to review each prepared Lease Agreement prior to execution by the Mayor, and each Lease Agreement shall be approved as to form by the City Attorney.

Section 5: That each Lease Agreement shall not become binding on the City of Atlanta, and the City of Atlanta shall incur no liability upon the same until the Lease Agreement has been executed by the Mayor and attested to by the Municipal Clerk.

Section 6: That all Resolutions in conflict herewith are hereby rescinded to the extent of the conflict.

CITY COUNCIL
ATLANTA, GEORGIA

EXHIBIT 1

02-R-1102

RESOLUTION BY COMMUNITY DEVELOPMENT/ HUMAN RESOURCES COMMITTEE

July 1, 2002

AUTHORIZING THE MAYOR TO ENTER INTO VARIOUS LEASE AGREEMENTS AT THE JOHN C. BIRDINE, DUNBAR AND GEORGIA HILL STREET NEIGHBORHOOD SERVICE CENTERS AT A RENTAL RATE OF $8.44 PER SQUARE FOOT FOR A PERIOD OF THREE (3) YEARS FROM THE DATE OF EXECUTION OF SAID LEASE AGREEMENT ON BEHALF OF THE DEPARTMENT OF PARKS, RECREATION AND CULTURAL AFFAIRS; ALL RENTAL MONIES SHALL BE DEPOSITED INTO THE REVENUE GENERATED, GENERAL FUND ACCOUNT NUMBER 1A01 462201 B00001; AND FOR OTHER PURPOSES.

Whereas, the Department of Parks, Recreation and Cultural Affairs has through reassignment of responsibilities received the neighborhood service centers, from the Department of Administrative Services, identified as the John C. Birdine, Dunbar and Georgia Hill Street Centers; and

Whereas, the Director of the three neighborhood service centers has also been reassigned to the Department of Parks, Recreation and Cultural Affairs and shall have the overall responsibilities for managing each of these centers; and

Whereas, these three neighborhood service centers are being utilized to lease out space for various public and private agencies that are staffed to provide numerous services to the residents within these service areas; and

Whereas, there are a current total of thirty (30) agencies occupying space at the neighborhood centers and each one of these agencies as listed on the attached listing of current lessee's occupying space and made a part of this Resolution hereinafter identified on "Exhibit A", need to have current lease agreement to be established; and

Whereas, a current rental value rate has been assessed and is hereby attached and made a part of this Resolution hereinafter identified as "Exhibit B", for each lessee by the Department of Finance, Bureau of Budget and Management Analysis, for the purpose of allowing the City of Atlanta, Department of Parks, Recreation and Cultural Affairs to receive rent from each agency; and

Whereas, the reimbursement to the City of Atlanta shall be set forth within the lease agreements with the square footage occupied by each agency to determine the actual rental charge at the established rate of $8.44 per square foot; and

Whereas, the agencies occupying the space at these neighborhood service centers have agreed to pay the City of Atlanta the cost established for leasing these facilities; and

Whereas, the Department of Parks, Recreation and Cultural Affairs will receive all rental revenue collected and shall deposit said revenue into the General Fund Account Number

1A01 462201 B00001, upon City Council approval of this Resolution to authorize these lease agreements.

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 various lease agreements with numerous public and private agencies identified on the attached listing of lessee's and made a part hereof to this Resolution as "Exhibit A", at the Dunbar, Georgia Hill and John C. Birdine (Southeast Atlanta) neighborhood service centers for a three (3) year period to become effective upon the execution date of each lease agreement.

Section 2: That each lessee at these neighborhood service centers agree to pay the City of Atlanta the current rental value of $8.44 on *an annual* basis, as assessed by the Department of Finance, Bureau of Budget and Management Analysis, with said assessment being made a part of this Resolution, and further identified as "Exhibit B".

Section 3: That the Department of Parks, Recreation and Cultural Affairs will receive all rental revenue collected and shall deposit said revenue into the Revenue Generated, General Fund Account Number 1A01 462201 B00001, upon city Council approval of this Resolution to authorize these lease agreements and upon each lease agreement being fully executed by the Mayor.

Section 4: That the City Attorney be and is hereby directed to review the prepared lease agreements to be approved by the City Attorney as to form for execution by the Mayor.

Section 5: That these lease agreements shall not become binding on the City of Atlanta, and the City of Atlanta shall incur no liability upon the same until the lease has been fully executed by the Mayor and delivered to each leasing agency head.

Section 6: That all Resolutions in conflict herewith, are hereby rescinded to the extent of the conflict.

A true copy,
Rhonda Dauphin Johnson
Municipal Clerk, CMC

ADOPTED as amended by the Council — JULY 01, 2002
APPROVED by the Mayor — JULY 09, 2002

"EXHIBIT A"

DUNBAR FACILITY
TENANTS/SQ.FT. for
2002

NAME OF AGENCIES	DIRECTOR	SUITE #	SQ. FT.	PHONE NUMBER
Center for Black Women's Wellness	Cheryl Boykins	305/309	4,440	404-688-9202
Chance For a Higher Level Outreach	Pearlene Glass-Tanks	205/206	276	404-681-4567
South Atlanta Child Development Center	Deborah Terry	1st floor	5,205	404-522-1348
Ropheka Rock Ministries	Deborah James	203	375	404-221-1444
Atlanta-Fulton Public Library	Linda Jordan	304	2,260	404-730-4779
The Atlanta Project	Juanita Goss	204	960	404-659-3984
Seeds of Miracles	Ronald Zachery	308	195	
Project Dunbaar	William Floyd	301/302	1,975	404-525-0751
Home Care Associates	Barbara Drummond	308	255	404-523-2692
Total Sq. Ft.			15,941	

"EXHIBIT A"

GEORGIA HILL FACILITY TENANTS/SQ.FT. for 2001

NAME OF AGENCIES	DIRECTOR	SUITE #	SQ. FT.
Fulton County Library	Emmanuel Enujioke	101	4415
	(404)730-7866		
South Atlanta Child Development Center	Ellery Hill	103	5253
	(404)524-8977		
FULTON COUNTY JUVENILE COURT			
Mental Health	Victor Brown	202 &203A	
Panel Review	Tricia Heindel	203B &204	
Program Development	Deborah Richardson	207	
Probation Office	Victor Brown	205	
Total Sq. Ft. for Juvenile Court			5,092
	(404)730-1038		
Creative Counseling Services	Ronald Redmond, Jr.	212	929
	(404)525-1190		
United Youth-Adult Conference II	Michael Langford	305 & 307	1237
	(404)344-1576		
National Black Men Health Network	Jacob Daughtry	321	325
	(404)524-7237		
Turning Point Enterprises, Inc.	JoAnn Hayward	308 & 309	895
	(404)525-8065		
ZAP Asthma Consortium, Inc.	Portia Griffin	330	894
	(404)658-6384		
The AGBARA Foundation , Inc.	Mikayla Agbara	208	456
	(770)998-4980		
Community Empowerment Advisory Board		213	672
	(404)525-3399		
Kids In Need of Dreams, Inc.	Jessica Pennington	348	387
	(404)584-9500	335	99
		336	122
		337	96
		340	88
		common area	104
		2 restrooms	60
	Total Sq. Ft.		953
Mothers Advocating Juvenile Justice Inc.	Judith Skidmore (404)486-3198	367	288
Ross & Company	Jennifer Brooks 1-877-644-0582	315	741

"EXHIBIT A"

JOHN C. BIRDINE NEIGHBORHOOD FACILITY
Agencies/Agencies Directors/Phone Numbers/Sq. Ft.

NAME OF AGENCIES	DIRECTORS-TELEPHONES:	SUITE #	SQ. FT.
Fulton County Dept. of Family and Children Services	Barbara Warner - 404-624-2500	202	8.150
Fulton County South Central Mental Health	Lucy Cannon – 404-624-0610-ext. 17	205	7,019
Fulton County South Central Mental Health Day Treatment Program	Lucy Cannon - 404-624-0610-ext:17	105	4,007
Community Family Day Care, Inc. Food Nutritious Program	Wilbertine Calhoun 404-627-7565	204	400
Community Alert, Inc.	Patricia Coppin - 404-627-7253	107B	90
Pathway Agency, Inc. Family Life Center	Sheryl McClendis - 404-624-9809	203	1.221
Arms of Love Enterprises, Inc.	Sandra Gresham - 404-624-0308	107C	90
Education for Excellence Task Force	Monica Jones & Melva Bryant - 404-584-0514 and/or Cell: 404-451-4013	107D	90
South Atlanta Child Development Center	Brenda Cannon - 404-622-5248	Lower Level	5.262

"EXHIBIT B"

CITY OF ATLANTA
NEIGHBORHOOD CENTERS
2002 RENTAL RATES

COST CENTER	NEIGHBORHOOD CENTER	2002 BUDGET	SHARE OF MAINT. MGMT. 2002 BUDGET	INSURANCE		TOTAL	LEASABLE SPACE	2002 RATE
				RATE/ SQ. FT.	AMOUNT			
G43401	MAINTENANCE MANAGEMENT	$1,374						
G43402	DUNBAR	$254,187	$458	0.14	$5,090	$259,735	36,355	$7.14
G43403	GEORGIA-HILL	$291,889	$458	0.12	$3,936	$296,283	32,802	$9.03
G43405	JOHN C. BIRDINE (SOUTHEAST ATL.)	$308,182	$458	0.12	$4,110	$312,749	34,247	$9.13
	TOTAL	$855,632	$1,374		$13,136	$868,767		$25.31

2002 BASE RATE = $8.44

FINANCE BBMA
05-01-02

STATE OF GEORGIA
COUNTY OF FULTON

Neighborhood Service Center Lease Agreement

This Lease Agreement, made and entered into this the_____day of_____ , 2002, by and between the CITY OF ATLANTA, a municipal corporation within the State of Georgia, hereinafter referred to as the "Lessor" and "Agency Name", a corporation duly authorized to do business in the State of Georgia, hereinafter referred to as "Lessee."

WITNESSETH:

Whereas, the City of Atlanta owns approximately----------square feet of real property located at 215 Lakewood Way. S. W. hereinafter called the "leased premises; and

Whereas, the Neighborhood Facility known as the John C. Birdine, Neighborhood Service Center will be used for the location and housing of various public and private agencies providing services to the residents of areas; and

Whereas, the undersigned Lessee will provide services to the residents of this area in accordance with the terms and conditions hereinafter set forth; and

Whereas, the Acting Commissioner of the Department of Parks, Recreation and Cultural Affairs and the Acting Commissioner of the Department of Administrative Services have recommended that appropriate lease agreements be entered into with "Agency Name"; and

Whereas, this Lease Agreement was authorized by a Resolution adopted by the Council of the City of Atlanta, Georgia on _____, 2002 and approved by the Mayor on _____, 2002, a copy of which is attached hereto and made a part hereof as Exhibit "A", that the City was authorized to enter into a Lease Agreement with the Lessee for a period of three (3) years.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do agree as follows:

1.

Premises

The Lessor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, reserved, and contained, to be paid, kept and performed by the Lessee, has leased and rented, and by these presents does lease and rent, unto the said Lessee, and said Lessee hereby agrees to lease and take upon the terms and, conditions which hereinafter appear, the leased property at 215 Lakewood Way. S. W. No easement for air or light is included in the premises.

2.

Lease Term

Subject to the terms and conditions herein, Lessee shall have and hold the leased premises described herein for a term of three (3) years, commencing on the date of its execution, unless sooner terminated. Lessee understands that any request to renew such lease shall be subject to the approval of the City. It is understood that at the end of this lease term, this Lease Agreement shall terminate absolutely and without further obligation on the part of the City, unless renewed. If the Lessor does not renew this lease, then Lessor shall be free to lease the premises to another party for any subsequent period without any further claim or right from the Lessee.

3.
Possession of Premises

If this Lease Agreement is executed before the premises herein becomes ready and Lessor cannot deliver possession of the herein leased premises by the time the term of this Lease Agreement is fixed herein to begin, Lessee waives any claim for damages due to such delay and Lessor waives the payment of any rent until Lessor delivers possession to Lessee.

4.

Rent

Lessee shall pay to Lessor at its office in City Hall East, Atlanta, Georgia, promptly on the first day of each month, in advance during the term of this Lease Agreement, rent in the amount of "_____"for a total yearly rent of $___(8.150 sq. ft. @ $8.44). In the event the term shall commence on a day other than the first day of the month, the rent for the first partial month shall be prorated. The aforesaid rent shall be due and payable in all events and Lessee hereby agrees to pay said rent and not to exercise any right of termination due to the breach or alleged breach by Lessor of any of the terms hereof.

5.

Use of Premises

Premises shall be used for the location and housing of various public and private agencies providing services to residents of South Atlanta, Poole Creek, Jovland, Thomasville, Jonesboro North and Jonesboro South, Lakewood, Lakewood Heights, Betmar Villa and Carver Homes and related purposes by the Department of Parks, Recreation and Cultural Affairs. Lessee shall not commit waste on the premises. The premises shall not be used for any Illegal purposes, nor any manner to create any nuisance or trespass. Lessee hereby agrees to comply with any and all municipal, county, state, and federal regulations or requirements applicable or in any way relating to the use and occupancy of the premises. Lessee shall throughout the term of the Lease Agreement, and any renewal, at its expense, maintain in good order and repair the premises, except those repairs expressly required to be made by Lessor hereunder. Lessee agrees to comply with all rules, regulations or special stipulations for the use of the premises hereafter adopted by the Lessor and made known to Lessee, which shall have the same force and effect as the covenants of this Lease Agreement. Lessee agrees that its guest, visitors and patrons will observe all such rules and regulations.
Lessee shall not permit or allow the leased premises to be damaged or diminished in value by any act or negligence of Lessee, or of Lessee's officers, agents, employees or contractors, in any manner whatsoever.

6.
Repairs By Lessee

Lessor is responsible for presenting the premises in good order including all heating, air conditioning, and other facilities. Lessee accepts premises in their condition as is and as suited for the use intended by Lessee. Lessee has examined and knows the condition of the premises and has received the same in good order and repair, and no representations as to the condition or repair thereof have been made by Lessor, or the agent of said party prior to or at the execution of this Lease Agreement, that are not herein expressed; and upon the termination of this Lease Agreement, will yield up the premises to the Lessor in as good condition, as when the same were entered upon by the Lessee, ordinary wear and tear only excepted.

Lessee shall promptly notify Lessor of any condition on the premises or Lessor's property which Lessee believes to be dangerous to the health or safety of tenants. Lessee shall, throughout the initial term of this Lease Agreement and any extension or renewal thereof, at its expense, maintain in good order and repair the premises, including the building, heating and air conditioning equipment (including but not limited to replacement of parts, compressors, air handling

units and heating units), and other improvements located thereon, except those repairs expressly required to be made by Lessor hereunder.

7.

Repairs by Lessor

Lessor agrees to keep in good repair the roof, foundations, and exterior walls of the premises (exclusive of all glass and exclusive of all exterior doors), and underground utility and sewer pipes outside the exterior walls of the building. Lessor gives to Lessee exclusive control of the premises and shall be under no obligation to inspect said premises. Lessee shall promptly report in writing to Lessor any defective condition known which Lessor is required to repair, and failure so to report such condition, shall make Lessee responsible to Lessor for any liability incurred by Lessor, by reason of such condition.

8.

Nonliability of Lessor

Lessor shall not be responsible for damage to or loss of Lessee's property or loss of use of Lessee's property through theft or otherwise. Lessor shall not be liable for any damage occasioned by failure to keep the premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, or about the building or premises, nor for damage occasioned by water, snow or ice being upon or coming through the roof, skylight, trapdoor or otherwise, nor for any damage arising from acts or neglect of cotenants, or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property.

9.

Utilities

Lessee shall be solely responsible for and promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed on the leased premises during the lease term or any renewal, including any deposits demanded by any Utility company.

10.

City's Right to Access and Inspection of Premises

Lessor may enter the premises at reasonable hours, and allow the same to prospective purchasers or tenants, to make any repairs required of Lessor under the terms of this Lease Agreement, to inspect the premises to see that Lessee is complying with all of its obligations hereunder and for any other uses which the Lessor deems proper and reasonable.

11.

No Assignment or Subletting

No assignment, transfer or sublease is authorized under this Lease Agreement. If Lessee shall assign this Lease Agreement or sublet or otherwise dispose of whole or any part of the leased premises, this Lease Agreement, shall thereupon terminate.

12.

Events of Default and Termination for Cause

In the event that anyone or more of the following events ("Events of Default") shall occur: (A) if the rent specified in paragraph 4 herein is not paid at the time and place when and where due, within five (5) days after written notice by Lessor to Lessee that the rent is due and unpaid; or (B) if the leased premises shall be deserted or vacated; or (C) if the Lessee shall fail to comply with any term, provision, condition, or covenant of this lease, other than the payment of rent, or any of the rules and regulations now or hereafter, established for the premises, and shall not-.cure such failure within five (5) days after notice to the Lessee of such failure to comply; or (D) if any petition is filed by or against Lessee under any section or chapter of the Bankruptcy laws as amended; or (E) if Lessee shall make an assignment for benefit of creditors; or (F) if a receiver is appointed for a substantial part of the assets of Lessee; or (G) if either the lease-hold interest or Lessee's effects are levied on under execution in any of such events, Lessor shall have the option to do any of the following in addition to and not in limitation of any other remedy permitted by law or by this lease: (1) Terminate this Lease Agreement, in which event Lessee shall immediately surrender the premises to Lessor, but if Lessee shall fail to so do, Lessor may, without further notice and without prejudice to any other remedy, Lessor may have for possession or arrearage in rent or damages for breach of contract, enter upon the premises and expel or remove Lessee and his/her effects, by force if necessary, without being liable to prosecution or any claim by Lessee for damages therefor; whether through inability to relet the premises, or through decrease in rent, or otherwise; in the event of such termination, Lessor may, at its option, declare the entire amount of the rent which would become due and payable during the remainder of the term of this Lease Agreement to be due and payable immediately, in which event, Lessee agrees to pay the same at once, together with all rents therefor due, at the office of Lessor,
Atlanta, Georgia; provided, however, that such payments shall not constitute a penalty or forfeiture or liquidated damages, but shall merely constitute payment in advance of the rent for the remainder of the said term.
(2) Enter the leased premises as the agent of the Lessee, by force if necessary, without being liable to prosecution or any claim bv Lessee for damages therefor, and relet the premises as the agent of the Lessee, and receive the rent therefor, and the Lessee shall pay the Lessor any deficiency that may arise by reason of such reletting, on demand at any time and from time to time at the office of Lessor, Atlanta, Georgia.

Upon termination of this Lease Agreement, any improvements theretofore made to the property by Lessee shall remain as a part of the property and become the property of the Lessor. All costs and expenses incurred by or on behalf of Lessor (including, without limitation, attorneys' fees and expenses occasioned by any default by Lessee under this Lease Agreement) shall constitute additional rent hereunder. Pursuit of any of the foregoing remedies " shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law.

13.

Termination Without Cause

Notwithstanding the provisions of paragraph 12 of this Lease Agreement concerning default, or anything else contained in this Lease Agreement, the City may terminate this Lease Agreement without cause at any time, for the convenience of the City, upon the giving of thirty (30) days written notice to Lessee. Upon any such termination, any improvements theretofore made to the property by Lessee shall remain as a part of the property and become the property of the Lessor.