03-R-1385

A SUBSTITUTE RESOLUTION

BY TRANSPORTATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HER DESIGNEE TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF ATLANTA AND VANGUARD CAR RENTAL USA, INC. FOR CAR RENTAL SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, WHICH SHALL BE FOR A TERM OF FIVE (5) YEARS, AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the "City") and Vanguard Car Rental USA, Inc. entered into a Lease Agreement (Contract FC 2605-85) dated December 20, 1985 covering the car rental services at Hartsfield-Jackson Atlanta International Airport, hereinafter the "Airport," which has effectively ended December 31, 1990; and

WHEREAS, a new agreement with Vanguard Car Rental USA, Inc. is required and will link Vanguard Car Rental USA, Inc. with the future CONRAC agreement; and

WHEREAS, the rental rate for counter space and facilities will be adjusted to increase the rental to the market rate; and

WHEREAS, the Department of Aviation recommends that the City enters into a new agreement with Vanguard Car Rental USA, Inc. for a term of five (5) years.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or her designee be and hereby is authorized to execute on behalf of the City of Atlanta an Agreement for Car Rental Services at Hartsfield-Jackson Atlanta International Airport, which shall contain substantially the following terms and conditions:

1. The term shall be for five (5) years or the date of beneficial occupancy of the CONRAC, whichever comes first.

2. This agreement includes a service facility on Car Rental Row containing approximately 5 acres of land, 13,350 sq. ft. of building and 987 sq. ft. of counter space located in the Main Terminal of the airport.

3. Vanguard Car Rental USA, Inc. shall pay a privilege fee of ten percent (10%) of the gross revenue, counter space rental of $32.50 per square foot per year, and the facility rental will include a land portion that will be $1.45 per square foot per year.

4. A Minimum Annual Guarantee (MAG) will be payable in 12 equal rental payments due on the first day of each month. The first year's MAG will be $1,972,800. Beginning with the second year, the MAG will be the greater of the current MAG or an amount equal to eighty-five (85%) of the previous years rental.

5. Vanguard Car Rental USA, Inc. will have the privilege of soliciting car

rentals from the counter area and arranging for such services with departing airline passengers and others in the Central Passenger Terminal Complex. This shall not be construed to be an exclusive privilege, and City shall have the right to deal with and perfect arrangements with other Car Rental Companies, involving like activity at the Airport.

6. Vanguard Car Rental USA, Inc. will have the privilege of selling personal accident insurance policies to renters of its vehicles in and from the airport. Other services incidental to rental of its cars may be sold with written approval of the City's Aviation General Manager.

7. Vanguard Car Rental USA, Inc. will have the obligation to provide and operate an adequate number of clearly identified, clean, safe and well maintained shuttle buses as required to transport Vanguard Car Rental USA Inc. patrons to and from the Airport. Shuttle buses used in transporting Vanguard Car Rental USA, Inc. patrons shall stop only at the approved loading areas designated by the Aviation General Manager.

8. The Agreement also shall include such terms and conditions required by law including the City Code of Ordinance or customarily included in agreements of a similar nature.

BE IT FURTHER RESOLVED that the City Attorney be and hereby is directed to prepare said Agreement for execution by the Mayor, to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED that said Agreement shall not become binding upon the City, and the City shall incur neither obligation nor liability thereunder until the same has been executed by the Mayor and delivered to Vanguard Car Rental USA, Inc.