

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ATLANTA POLICE DEPARTMENT COVERING THE USE OF A PAVED PARKING AREA LOCATED AT THE FORMER GEORGIA INTERNATIONAL CONVENTION CENTER AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Workflow List:

Cheryl Treadwell	Completed	05/30/2014 3:25 PM
Miguel Southwell	Completed	05/30/2014 4:50 PM
Mayor's Office	Completed	06/02/2014 4:01 PM
Office of Research and Policy Analysis	Completed	06/03/2014 9:45 AM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action <i>See Authentication Page Attachment</i>	

LEGISLATION HISTORY – BLUE BACK

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ATLANTA POLICE DEPARTMENT COVERING THE USE OF A PAVED PARKING AREA LOCATED AT THE FORMER GEORGIA INTERNATIONAL CONVENTION CENTER AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns a vacant paved parking area located at the site of the former Georgia International Convention Center at Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, the Atlanta Police Department (“APD”) Helicopter Unit provides support operations for the City and surrounding municipalities; and

WHEREAS, APD would like to use the vacant paved parking area for Emergency Vehicle Operations Course (“EVOC”) training; and

WHEREAS, the Aviation General Manager has determined that sufficient space is available at the former Georgia International Convention Center to meet APD’s requirements and has recommended that the City enter into a Memorandum of Agreement with APD.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA that the Mayor is authorized to execute on behalf of the City of Atlanta a Memorandum of Agreement with the Atlanta Police Department covering the use of a vacant paved parking area at the former Georgia International Convention Center for Emergency Vehicle Operations Course training.

BE IT FURTHER RESOLVED that the City Attorney is directed to prepare said Memorandum of Agreement for execution by the Mayor.

AND FINALLY BE IT RESOLVED that said Memorandum of Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Atlanta Police Department.

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 05/23/14

Anticipated Committee Meeting Date(s): 06/11/14

Anticipated Full Council Date: 06/16/14

Legislative Counsel's Signature: Cheryl Treadwell

Commissioner's Signature: [Handwritten Signatures]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ATLANTA POLICE DEPARTMENT COVERING THE USE OF A PAVED PARKING AREA LOCATED AT THE FORMER GEORGIA INTERNATIONAL CONVENTION CENTER AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any)

Mayor's Staff Only

Received by CPO: (date)

Received by LC from CPO: (date)

Received by Mayor's Office: 5.15.2014 (date)

Reviewed by: (date)

Submitted to Council: (date)

Attachment: APD MOA EVOC Training Transmittal (14-R-3737 : Atlanta Police Department MOA)

Legislative White Paper

Committee of Purview: Transportation

Caption:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE ATLANTA POLICE DEPARTMENT COVERING THE USE OF A PAVED PARKING AREA LOCATED AT THE FORMER GEORGIA INTERNATIONAL CONVENTION CENTER AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Council Meeting Date: 06/16/14

Legislation Title: Memorandum of Agreement with the Atlanta Police Department

Requesting Dept.: Aviation

Contract Type: N/A

Source Selection: N/A

Bids/Proposals Due: N/A

Invitations Issued: N/A

**Number of Bids/
Proposals Received:** N/A

Bidders/Proponents: N/A

Background:

This legislation authorizes the City of Atlanta to enter into a Memorandum of Agreement with the Atlanta Police Department to allow the Atlanta Police Department to lease a vacant paved parking area for Emergency Vehicle Operations Course training from the City of Atlanta. The property is located at Hartsfield-Jackson Atlanta International Airport.

The City of Atlanta owns vacant property that is located in the parking area of the former Georgia International Convention Center. The property is approximately 169,529 square feet and is more specifically described in Exhibit A, which is attached to the draft Memorandum of Agreement. The Atlanta Police Department will lease the property for five (5) years. The initial rental rate will be calculated at .40 cents per square foot (\$67,811.46/year) and will be subject to a 6% increase every two (2) years. The Atlanta Police Department is also submitting legislation to the Public Safety and Legal Administration Committee to obtain authorization to enter into the Memorandum of Agreement.

Source of Funds: N/A

Fiscal Impact: \$67,811.46/annually

Term of Contract: Five years

Method of Cost Recovery: N/A

Approvals:

DOF: N/A

DOL: Yes

Prepared By: Anita Williams

Contact Number: 404-382-2313

Attachment: APD MOA EVOC Training Transmittal (14-R-3737 : Atlanta Police Department MOA)

MEMORANDUM OF AGREEMENT
BETWEEN
THE HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT AND
THE ATLANTA POLICE DEPARTMENT

1. **PARTIES.** This Memorandum of Agreement (“Agreement”) between the Atlanta Police Department (“APD”), hereinafter referred to as “Grantee”, and Hartsfield-Jackson Atlanta International Airport (“HJAIA”), hereinafter referred to as “Grantor”, Grantee and Grantor collectively referred to herein as the “Parties”.
2. **AUTHORITY.** This Agreement is entered into under the authority of the Atlanta City Code, Part II, Code of Ordinances, General Ordinances.
3. **PURPOSE.** The Grantee has requested to lease a portion of the property located at the former Georgia International Convention Center (GICC) located at Hartsfield-Jackson Atlanta International Airport as shown on **Exhibit A** for the purpose of performing Emergency Vehicle Operation Course (EVOC) training. The Grantor grants to the Grantee the right to occupy approximately 169,529 square feet for use in performing EVOC training, which serves the City of Atlanta.
4. **RESPONSIBILITIES.** The parties hereto agree as follows:
 - a. The Grantor grants the Grantee use of the land described in Exhibit A attached hereto and incorporated herein (the "Site").
 - b. Grantee will be allowed 24-hour ingress and egress to the Site for the benefit of operation. Grantee will cooperate with Grantor to ensure that Grantor has unimpeded access to the site for its purposes and to establish security procedures to ensure that site is secured when not being used by Grantee.
 - c. Any modifications or alterations to the Site shall be at the sole expense of the Grantee. Grantee shall not make any modifications or alterations without first obtaining prior written approval of plans and specifications from the Aviation General Manager, which approval shall not to be unreasonably withheld.
 - d. The Grantee is solely responsible for complying with all applicable Federal Aviation Regulations mandated by the Federal Aviation Administration.
 - e. Grantee acknowledges and agrees that potential redevelopment of HJAIA and the Site may require termination of this Agreement as provided for in Paragraph 8 contained herein. Any required relocation of the EVOC shall be at the sole expense of the Grantee.
 - f. Grantee acknowledges and agrees that any expenses arising as a result of bodily injury or property damage caused as a result of Grantee’s use of the premises for the purpose intended as stated in this Agreement and not covered under insurance shall be the sole responsibility of Grantee.

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Former GICC Parking Lot
Department of Aviation Draft – 04/10/2014

5. POINTS OF CONTACT.

a. APD: Deputy Chief Erika Shields / 404-546-6964 /Atlanta Police Department
226 Peachtree St. SW, Atlanta, Ga. 30303

b. HJAIA: City of Atlanta – Department of Aviation, Director – Properties,
Hartsfield-Jackson Atlanta International Airport, 6000 North Terminal Parkway,
Atlanta, Georgia 30320, 404-530-6600.

6. EFFECTIVE DATE. This Agreement shall become effective on ____ (the “Effective Date”), subject to Section 13 of this Agreement and shall remain in effect for five (5) years from the Effective Date unless terminated in accordance with Section 8.

7. MODIFICATION. This Agreement shall only be modified upon the mutual written consent of the Parties.

8. TERMINATION. Grantee may terminate this Agreement, in writing at any time. Grantor may terminate this Agreement at any time upon sixty (60) days written notice to Grantee.

9. RIGHTS AND BENEFITS. Nothing in this Agreement is intended to diminish or otherwise affect the authority of the Parties to carry out their statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law by the Parties against the United States, its agencies or officers, state agencies, or officers carrying out programs authorized under federal law, or any other person.

10. Rent. Rent shall be effective on the Effective Date indicated in section 6 of this agreement and shall be calculated based on an initial rate of \$.40 per square foot for the premises outlined in **Exhibit A (169,528.65 square feet)**. These fees shall be subject to escalation throughout the term. The rental fees shall increase every two (2) years on the anniversary of this Agreement, by six percent (6.0%). Grantee agrees to pay Grantor the annual rental amount in twelve (12) equal monthly installments. Grantee shall deliver the funds to Grantor via electronic funds transfer on the first of each month. If the due date falls on a Saturday, Sunday or legal holiday, the payment will be due on the next business day.

11. LIABILITY. Grantee agrees that liability for the alleged negligent or wrongful acts or omissions of the Grantee, or its officers, employees, and agents shall be governed by the laws of the State of **Georgia**, subject to the overriding provisions of the Federal Tort Claims Act, 28 U.S.C. §§ 1346(b), 1402(b), 2401(b), 2671-2680, and other applicable federal law.

12. MUTUAL WAIVER OF SUBROGATION. Notwithstanding any other provision of this Agreement to the contrary, each party to this Agreement hereby waives any rights of

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recovery against the other for injury or loss on account of hazards covered by insurance carried under this Lease.

13. IMPLEMENTATION. The implementation by Grantor of the terms of this Agreement shall require the approval of the Atlanta City Council and may require the execution of various instruments and amendments by the Mayor and other City officials. The Parties acknowledge and agree that the signature of the Aviation General Manager below is solely intended to reflect the Aviation General Manager’s intent to recommend the arrangement described herein to the City Council and is not intended to bind the Grantor in any manner or to any extent.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers the day and year first above written.

Grantor:

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

By:

Miguel A. Southwell
Interim Aviation General Manager

Date:

Grantee:

ATLANTA POLICE DEPARTMENT

By:

George N Turner
Chief of Police

Date:

APD MOA for Lease of Space for EVOC Training
Former GICC Parking Lot
Department of Aviation Draft – 04/10/2014

Attachment: APD MOA EVOC Training Agreement (14-R-3737 : Atlanta Police Department MOA)

APD MOA for Lease of Space for EVOG Training
Former GICC Parking Lot
Department of Aviation Draft – 04/10/2014

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting

Requesting Dept.: FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

This legislation authorizes the City of Atlanta to enter into a Memorandum of Agreement with the Atlanta Police Department to allow the Atlanta Police Department to lease a vacant paved parking area for Emergency Vehicle Operations Course training from the City of Atlanta. The property is located at Hartsfield-Jackson Atlanta International Airport.

2. Please provide background information regarding this legislation.

The City of Atlanta owns vacant property that is located in the parking area of the former Georgia International Convention Center. The property is approximately 169,529 square feet and is more specifically described in Exhibit A, which is attached to the draft Memorandum of Agreement. The Atlanta Police Department will lease the property for five (5) years. The initial rental rate will be calculated at .40 cents per square foot (\$67,811.46/year) and will be subject to a 6% increase every two (2) years. The Atlanta Police Department is also submitting legislation to the Public Safety and Legal Administration Committee to obtain authorization to enter into the Memorandum of Agreement.

3. If Applicable/Known:

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc):

Attachment: APD MOA EVOC Training Request Form (14-R-3737 : Atlanta Police Department MOA)

Lease

- (b) Source Selection: N/A
- (c) Bids/Proposals Due: N/A
- (d) Invitations Issued: N/A
- (e) Number of Bids: N/A
- (f) Proposals Received: N/A
- (g) Bidders/Proponents: N/A
- (h) Term of Contract: 5 Years

4. Fund Account Center (*Ex. Name and number*): N/A

Fund: _____ Account: _____ Center: _____

5. Source of Funds: *Example: Local Assistance Grant* N/A

6. Fiscal Impact: \$ 67,811.46, annually

This legislation will result in annual payments to the City of Atlanta of approximately \$67,811.46.

7. Method of Cost Recovery:

N/A

This Legislative Request Form Was Prepared By:

Lynn Smith – Department of Aviation, Real Estate Manager