

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: MARVA LEWIS

Dept.'s Legislative Liaison: Lana Berry

Contact Number: 404-330-6321

Originating Department: Department of City Planning

Committee(s) of Purview: Community Development/ Human Services & Finance/Executive

Chief of Staff Deadline: November 26, 2018

Anticipated Committee Meeting Date(s): December 11, 2018 and December 12, 2018 & TBD 2019

Anticipated Full Council Date: TBD 2019

Legislative Counsel's Signature: *[Signature]*

Commissioner's Signature: *[Signature]*

Chief Financial Officer: *[Signature]*

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

Chief Procurement Officer Signature: N/A

CAPTION

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO PROVIDE A MAXIMUM OF SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS, (\$75,000) TO THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) FOR THE INSTALLATION OF CREATIVE WAYFINDING ALONG HILLIARD STREET SOUTHEAST IN CONJUNCTION WITH THE EXISTING MARTA HILLIARD STREET ARTS PROJECT; AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARTA; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT - indicate dollar amount: SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$75,000.00)

(see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: _____
(date)

Reviewed by: _____
(date)

Submitted to Council: _____ (date)

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: COMMUNITY DEVELOPMENT/ HUMAN SERVICES COMMITTEE

Caption:

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO PROVIDE A MAXIMUM OF SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS, (\$75,000) TO THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) FOR THE INSTALLATION OF CREATIVE WAYFINDING ALONG HILLIARD STREET SOUTHEAST IN CONJUNCTION WITH THE EXISTING MARTA HILLIARD STREET ARTS PROJECT; AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARTA; AND FOR OTHER PURPOSES.

Council Meeting Date: TBD

Legislation Title:

Requesting Dept.: Department of City Planning

B. To be completed by the department:

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

Requesting authorization for the City of Atlanta to enter into an Intergovernmental Agreement with the Metropolitan Atlanta Rapid Transit Authority (MARTA) where the City provides a maximum of \$75,000 to MARTA for the installation of creative wayfinding along Hilliard St SE in conjunction with MARTA's existing Hilliard St Arts project at the Grant St Tunnel.

2. Please provide background information regarding this legislation.

In 2017, The City of Atlanta Department of City Planning (DCP) began development of a citywide Placemaking Program to transform dull, underused, or unsafe city rights-of-way into safer, vibrant, and active public spaces. As part of the effort, DCP sought to partner with external stakeholders to develop pilot projects to test ideas and serve as examples of successful work.

At the same time, the Metropolitan Atlanta Rapid Transit Authority's (MARTA) Art in Transit Program began developing a partnership with the Mayor's Office of Cultural Affairs to enhance safety and the pedestrian experience in the Grant Street Tunnel located adjacent to the King Memorial MARTA Station. From this, MARTA solicited a competitive Request for Proposals

(RFP) for an artist to improve the Grant Street Tunnel through creative lighting and artistic elements.

DCP and MARTA share a desire to develop creative solutions to improve safety, transit accessibility, and street activation. Both agencies agreed to pursue a partnership to develop a scope for a transportation-related activation project in conjunction with MARTA's Grant Street art project. Both agencies identified wayfinding as a primary opportunity to enhance the pedestrian experience and attractiveness of the entire area, in addition to serving the goals and objectives of both agencies' programs.

DCP and MARTA have decided to enter into an agreement where the City of Atlanta grants additional funding to MARTA to increase the artist's scope to include design and implementation of creative wayfinding elements along Hilliard Street leading visitors to the Martin Luther King, Jr. National Historic Site and Auburn Avenue.

3. If Applicable/Known:

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

4. Fund Account Center:

5. Source of Funds:

6. FISCAL IMPACT

- Cost will be covered by the Department's current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department's current year budget –
see account string in legislation

Or

Note

7. Method of Cost Recovery: None

8. Approvals:

DOF:

DOL:

This Legislative Request Form Was Prepared By: Chris McIntosh

Contact Number: x61896

**AN ORDINANCE
BY COMMUNITY DEVELOPMENT AND HUMAN SERVICES COMMITTEE AND
FINANCE/EXECUTIVE COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO PROVIDE FUNDING TO THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS, (\$75,000.00) FOR THE INSTALLATION OF CREATIVE WAYFINDING ALONG HILLIARD STREET SOUTHEAST IN CONJUNCTION WITH THE EXISTING MARTA HILLIARD STREET ARTS PROJECT; AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARTA; AND FOR OTHER PURPOSES.

WHEREAS MARTA solicited a competitive Request for Proposals for artists to improve the Grant Street Tunnel adjacent to the King Memorial Station through creative lighting and artistic elements; and

WHEREAS, the MARTA Board entered into a contract with DeeDee Morrison (“Artist”) for the Grant Street Tunnel project; and

WHEREAS, the City of Atlanta (the “City”) is committed to working with agencies and communities to transform unsafe and undesirable public rights-of-way into safer, vibrant, and active public places via creative placemaking; and

WHEREAS, MARTA desires to partner with the City to expand the Artist’s scope of the Grant Street Tunnel project to improve access to the King Memorial Station and surrounding attractions; and

WHEREAS, MARTA and the City (the “Parties”) have agreed to enter into an agreement whereby the City agrees to grant additional funding to MARTA for purposes of installing creative wayfinding along Hilliard Street Southeast in conjunction with the Grant Street Tunnel arts project.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: The Mayor, or her designee, is hereby authorized to enter into an intergovernmental agreement (“IGA”) with MARTA, in a form substantially comparable to “Exhibit A” attached hereto, for purposes of expanding the scope of the Hilliard Street Arts project (the “Project”).

Section 2: The City will provide funding to MARTA in an amount not to exceed seventy-five thousand dollars and zero cents (\$75,000.00) for the installation of creative wayfinding along Hilliard Street SE, in conjunction with the existing MARTA Hilliard Street Arts Project, to be paid from 7701(Fund), 250101(Department), 5212001 (Account), 1320000 (Function Activity), 600031 (Project), 699999 (Funding Source).

Section 3: Any agreement and any related document will not become binding upon the City, and the City will incur no obligation or liability under the same, until they have been approved by the City Attorney as to form, executed by the Mayor or her designee, attested to by the Municipal Clerk, and delivered to MARTA.

Section 4: That all ordinances, parts of ordinances, and resolutions in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of said conflict.

CITY OF ATLANTA

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made this _____ day of _____, 2018, (the "Effective Date") by and between the **CITY OF ATLANTA, GEORGIA**, a municipal corporation of the State of Georgia (the "City"), and the **METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY**, a public body corporate created by the Georgia General Assembly as a joint public instrumentality of the City and the counties of Fulton, DeKalb, Cobb, Clayton and Gwinnett, ("MARTA") to increase the scope of the Hilliard Street Arts Project (the "Project") to include artistic wayfinding along Hilliard Street Southeast, and provide a maximum of seventy-five thousand dollars and zero cents (\$75,000.00); and for other purposes.

WHEREAS, MARTA solicited a competitive Request for Proposals for artists to improve the Grant Street Tunnel through creative lighting and artistic elements; and

WHEREAS, the MARTA Board entered into a contract with DeeDee Morrison ("Artist") for the Project; and

WHEREAS, MARTA has partnered with the City in the implementation and operation of various transportation initiatives; and

WHEREAS, the City and MARTA are invested in increasing transit ridership and improving mobility for people traveling in Atlanta; and

WHEREAS, MARTA desires to partner with the City to expand the Artist's scope to improve the transit experience and improve access to the King Memorial MARTA Station; and

WHEREAS, MARTA, and the City, (the "Parties") have agreed to enter into an agreement whereby the City has agreed to participate in the Project and grant additional funding to the Artist to include creative and artistic wayfinding along Hilliard Street Southeast in connection with the Grant Street Tunnel project.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES that the Mayor is authorized to enter into an agreement with MARTA and the Artist for the design and installation of creative wayfinding elements along Hilliard Street Southeast at the Grant Street Tunnel.

BE IT FURTHER RESOLVED, that the City shall provide at maximum seventy-five thousand dollars (\$75,000) to MARTA for the installation of the creative wayfinding portion of the Project.

BE IT FINALLY RESOLVED, the agreement will not become binding upon the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to MARTA and the Artist.

SCOPE OF WORK

For purposes of this Agreement, the Project consists of the design and installation of creative wayfinding along approximately 0.8 total miles of right-of-way, from the Fierce Urgency sculpture and outdoor escalators at the King Memorial MARTA station, extending 0.4 miles north along Hilliard Street Southeast to Auburn Avenue Northeast, and extending 0.4 miles either east or west from the intersection of Hilliard Street Southeast and Auburn Avenue Northeast.

Areas of interest in this walking district include:

- Martin Luther King, Jr. Recreation Center and Aquatic Center

- Martin Luther King, Jr. Birth Home
- Martin Luther King, Jr. National Historic Park
- The King Center
- Historic Ebenezer Baptist Church
- Sweet Auburn Curb Market
- Prince Hall Grand Lodge
- Old Butler Street YMCA
- Odd Fellows Building and Auditorium
- Royal Peacock
- Atlanta Life Insurance Company

Specifically, the City of Atlanta funding will be disbursed to MARTA for the design, construction and management of said improvements plus all other work incidental and necessary to the Project.

TERM

The term of this Agreement shall commence on the Effective Date and expire upon completion of the Project, which no event shall exceed December 31, 2023 unless earlier terminated in accordance with the terms of this Agreement.

FORMAL COMMUNICATION/AUTHORIZED REPRESENTATIVES

Formal communications regarding this Agreement shall include, but not necessarily be limited to, correspondence, invoices and other communications as required by the City of Atlanta and MARTA. All formal communication regarding this Agreement shall be in writing and addressed to the Authorized Representatives of the City and MARTA.

City of Atlanta: Director of Mobility Planning

Janide Sidifall, jsidifall@atlantaga.gov

MARTA: Arts Administrator

RIGHTS, ROLES AND RESPONSIBILITIES OF THE PARTIES

The City.

The City shall provide management and oversight of the design, construction and installation of the portion of the Project on property not owned by MARTA. The City shall be responsible for coordination with MARTA on the review of the conceptual design and installation documents and activities in compliance with applicable federal and state laws and regulations. The City's financial contribution shall not exceed seventy-five thousand dollars (\$75,000). The City, at its sole discretion, may approve or deny invoices, or portions thereof, for work performed on property not owned by MARTA.

The City warrants, agrees, represents and certifies that:

1. The City Resolution authorized the design, construction, installation and management of the Project and authorized the Mayor to enter into this Agreement and authorized payment to MARTA to be used for costs associated with design, construction, installation and management of the Project in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00).
2. The City will comply with all applicable requirements of state, local and federal law with respect to this Project.
3. The City's Authorized Representative(s) shall provide oversight to the design, construction, installation and management of the Project as described herein.
4. MARTA has made no commitment to directly or indirectly participate in the construction, installation, or management of the Project.

The City agrees to pay MARTA an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) within sixty (60) days of the Effective Date of this Agreement. MARTA shall submit invoices for all work performed to the City's Authorized Representative who shall approve or deny such invoices, or portions thereof, with thirty (30) days of receipt of the same and shall provide MARTA's Authorized Representative of such approval or denial. If the City denies an invoice, or a portion thereof, it shall provide the reason for the denial to MARTA's Authorized Representative. If the City does not provide MARTA's Authorized Representative with notice of its approval or denial of an invoice within thirty (30) days of its receipt of the same, such invoice shall be deemed approved. In the event funds remain at the completion of the Project those funds shall be returned to the City. In no event shall either the City or MARTA have any financial obligation to any party exceeding Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00).

MARTA.

MARTA may provide management and oversight of the construction and installation of the portion of the Project on its property or may elect, at its sole discretion, to delegate those responsibilities, or portions of those responsibilities, to the City. MARTA shall review the conceptual design and installation documents. MARTA, at its sole discretion, may approve or deny invoices, or portions thereof, for work performed on its property.

MARTA warrants, agrees, represents and certifies that:

1. MARTA may directly provide supervisory and other personnel to oversee the construction, installation or management of the portion of the Project on MARTA property.
2. MARTA's Authorized Representative may provide a list of such supervisory personnel to the City's Authorized Representative. The City will cooperate with such supervisory personnel at all times and comply with any directives from supervisory personnel.
3. MARTA shall submit to the City those invoices it receives for work performed on property not owned by MARTA for the City to review.

JOINT RIGHTS AND RESPONSIBILITIES OF THE CITY AND MARTA.

The City and MARTA agree that acceptance of the final design is subject to their mutual approval and each agree to cooperate and work diligently in the review of design, construction and installation submittals.

TERMINATION

Any party may terminate this Agreement in whole or in part when such party determines that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. Such determination shall be communicated by written notice as provided in Formal Communication/Authorized Representatives. The parties shall, through formal Agreement amendment, agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. In the event the parties are unable to agree upon the effective date of termination, the termination shall be effective sixty (60) days following the date of said written notice. No party shall incur new obligations from the date of termination.

STATUS OF PARTIES AS INDEPENDENT CONTRACTORS

Nothing contained in this Agreement shall be construed to constitute any party or any of its employees, servants, agents or subcontractors as a partner, employee, servant, or agent of any other party, nor shall any party to this Agreement have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

CONCLUSION

In signing the Agreement, the undersigned parties understand and accept the roles and responsibilities assigned to each of the parties. Each of the parties agrees to pursue maximum cooperation and communication to ensure that the Project as completed fully complies with applicable requirements. This Agreement may be amended, as necessary, by mutual consent of the parties upon issuance of written notification of such modification, signed and dated by all parties.

IN WITNESS WHEREOF, said Parties have hereunto set their hands and affixed their seals this ____ day of _____, 2018.

MARTA

CITY

OF

ATLANTA

By: _____ (Seal)

By: _____ (Seal)
MAYOR KEISHA LANCE BOTTOMS

ATTEST:

ATTEST:

Municipal Clerk

RECOMMENDED:

Chief Financial Officer

Commissioner, Department of City Planning

APPROVED AS TO FORM:

City Attorney

Artist

(Do Not Write Above This Line)

AN ORDINANCE BY COMMUNITY DEVELOPMENT AND HUMAN SERVICES COMMITTEE AND FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO PROVIDE FUNDING TO THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (MARTA) IN AN AMOUNT NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS AND ZERO CENTS, (\$75,000.00) FOR THE INSTALLATION OF CREATIVE WAYFINDING ALONG HILLIARD STREET SOUTHEAST IN CONJUNCTION WITH THE EXISTING MARTA HILLIARD STREET ARTS PROJECT; AND AUTHORIZING THE MAYOR, ON BEHALF OF THE CITY OF ATLANTA, TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARTA; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

Committee _____
 Date _____
 Chair _____
 Referred To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (See rev. side)
 Other _____
 Members _____
 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action Fav, Adv, Hold (See rev. side)
 Other _____
 Members _____
 Refer To _____

- FINAL COUNCIL ACTION**
- 2ND
 - 1ST & 2ND
 - 3RD
 - Consent
 - V Vote
 - RC Vote
- Readings

CERTIFIED

MAYOR'S ACTION