

RESOLUTION NO. 32515

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC DEVELOPMENT TO ENTER INTO AN INTERLOCAL AGREEMENT FOR THE MAINTENANCE AND MANAGEMENT OF SURFACE PARKING LOT, WITH CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE SURFACE LOT UNDERNEATH THE OLGATI BRIDGE TO BE USED FOR BUS AND HANDICAP PARKING AT NO COST TO THE PUBLIC, FOR THE TERM THROUGH FEBRUARY 25, 2034.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, it is hereby authorizing the Administrator for the Department of Economic Development to enter into an Interlocal Agreement for the maintenance and management of surface parking lot, with Chattanooga Area Regional Transportation Authority, in substantially the form attached, for the surface lot underneath the Olgati Bridge to be used for bus and handicap parking at no cost to the public, for the term through February 25, 2034.

ADOPTED: May 20, 2025

/mem

**INTERLOCAL AGREEMENT FOR THE MAINTENANCE
AND MANAGEMENT OF SURFACE PARKING LOT**

This Interlocal Agreement for the Maintenance and Management of Surface Parking Lot (this "Agreement") entered into by and between the CITY OF CHATTANOOGA (referred to as "City") and CHATTANOOGA AREA REGIONAL TRANSPORTATION AUTHORITY (referred to as "CARTA" or "Manager") on the ____ day of _____, 2025 (the "Effective Date").

WHEREAS, CARTA was created by the City of Chattanooga to serve as the Metropolitan Transit Authority and was further authorized under Section 24-311 of the Chattanooga City Code to serve as the City's Parking Authority including, without limitation, management and responsibility of on-street parking in several locations in the North Shore and Riverfront areas of Downtown Chattanooga and for the management, maintenance and general operations for off-street parking on surface parking lots located on properties owned by the City and the Chattanooga Downtown Redevelopment Corporation; and

WHEREAS, CARTA in accordance with the terms and conditions of this Agreement, has agreed to accept responsibility for the maintenance and management of the handicap and bus parking area underneath the Olgiati Bridge adjacent to State Route 29 at mile marker 0.042 in Hamilton County, Tennessee (the "Parking Facility") which is owned by the State of Tennessee (the "State") and licensed to City pursuant to the License Agreement as hereinafter defined.

NOW THEREFORE, in consideration of the mutual obligations herein assumed, City and Manager hereby agree as follows:

1. Surface Lot Covered by this Agreement. The Parking Facility used for bus and handicap parking underneath the Olgiati Bridge in Chattanooga, Hamilton County, Tennessee.
2. Services: Compliance with Equal Opportunity Laws.
 - (a) Manager hereby agrees to manage and maintain the Parking Facility and agrees to manage and maintain the same in a first-class manner as parking facilities in accordance with the terms and conditions of this Agreement. Upon request from City, Manager will develop and recommend to City new policies, procedures and operating methods, which shall be submitted in written form to City for its approval. Until such time as City shall request and accept any recommended changes, the Manager shall follow existing policies, procedures, and operating methods.
 - (b) City will determine to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the Parking Facility. Notwithstanding City's obligations and that Manager does not train its personnel in security matters, Manager shall at all times use its best efforts to investigate and evaluate security

issues of which it becomes aware and recommend to City any additions to or changes in policies, procedures and operating methods which it believes would improve the safety and security of the Parking Facility, provide better conditions for the health and safety of patrons and employees, and further assure the general good reputation of the Parking Facility.

- (c) Manager shall not enter into any lease or make any rental concession or any license agreement of any nature concerning the Parking Facility except with respect to the parking of automobiles and buses in the Parking Facility on terms approved by City.
 - (d) Notwithstanding Section 2(b), Manager shall promptly notify City of any unusual conditions that may develop in the course of the operation of the Parking Facility, such as fire, flood, breakage, theft, casualty or other significant damage of which Manager becomes aware.
 - (e) Manager shall at all times during the term of this Agreement display signage that the Parking Facility is used only for buses and handicapped patrons.
- 3. Term. Unless earlier terminated by City pursuant to the provisions of Paragraphs 9 or 10, this Agreement shall remain in effect through February 25, 2034.
- 4. Staff. Manager shall employ at the Parking Facility, on Manager's payroll and for its own account, honest, competent and courteous personnel, adequate for and capable of managing and maintaining the Parking Facility in accordance with the terms and conditions hereof. During working hours all personnel shall wear neat and clean uniforms of Manager's standard design. Manager shall furnish satisfactory proof to City when required by it that Manager has complied with all requirements of the Tennessee Worker's Compensation law.
- 5. Hours of Operation. Manager will keep the Parking Facility open for business twenty-four (24) hours a day for free handicap and bus parking.
- 6. Compliance with License Agreement. Manager shall comply with the applicable terms and conditions contained in that certain License Agreement by and between the City of Chattanooga and the State of Tennessee dated February 26, 2024, including without limitation the requirement that parking be reserved for free handicap and bus parking only. A copy of the License Agreement is attached hereto as **Exhibit A** and incorporated by reference.
- 7. Maintenance and Repair: Ownership of Improvements: Protection Against Liens.
 - (a) Except as herein provided to the contrary, Manager will maintain and protect from harm and damage the Parking Facility and all fixtures, trade fixtures, equipment, furniture,

personalty and markings therein and thereon, in good order and repair, ordinary wear and tear excepted, and will repair and replace any and all such fixtures, trade fixtures, equipment, furniture, personalty and markings, and Manager will manage and maintain the Parking Facility in a clean, neat, orderly, safe and sanitary condition, free of dirt, garbage, trash, rubbish and other refuse, and free of objectionable odors, all in such manner as City may request for the continued sound management of the Parking Facility. In carrying out its responsibilities hereunder, Manager will primarily utilize its own employees, when available, and to the extent of their capabilities; otherwise Manager will utilize service contracts and service policies available from manufacturers or other service organizations approved by City. Manager will negotiate and prepare all contracts, purchase orders, and other documents relating to the management, operation and/or maintenance of the Parking Facility in its own name and upon its own responsibility as an independent contractor and not as an agent of City.

- (b) Title. Title to all improvements constructed in the Parking Facility, and all equipment installed therein, shall vest and remain with the State of Tennessee; provided, however, that all removable furniture and equipment placed in the Parking Facility by Manager at Manager's expense (with no reimbursement by City or the State) shall remain the property of Manager. Manager shall repair and replace any damage caused upon the termination of this Agreement by removal of its property from the Parking Facility.
- (c) Manager shall make no alterations or improvements to the Parking Facility without the express written consent of City and the State of Tennessee. Manager shall keep the Parking Facility free and clear of any and all lien claims, which might arise against the Parking Facility on account of work done by or for the account of Manager.

8. Insurance.

City and Manager, respectively, shall obtain and maintain the following types of insurance in not less than the indicated amounts through companies approved by City.

- (a) Manager shall obtain and maintain Worker's Compensation insurance in statutory limits with respect to all persons employed by it at the Parking Facility.
- (b) Manager shall obtain and maintain public liability and property damage insurance naming Manager as named insured and City and the State of Tennessee as additional insureds in an amount and of a type sufficient to protect Manager and including City against any claims, liabilities, losses or suits. Such insurance shall be in amounts not less than the respective coverages shown in **Exhibit B** which is attached and made a part of this Agreement. Such insurance shall be subject to a deductible amount not to exceed Five

Thousand Dollars (\$5,000.00) exposures specified in **Exhibit B**. Manager shall also be responsible for its own property and equipment located within the Parking Facility, and City shall bear no liability for any loss or damage to such property or equipment.

- (c) Manager shall furnish certificates evidencing all such insurance, and such certificates shall contain an endorsement requiring the insurance carrier to provide at least thirty (30) days' written notice to City in the event of cancellation. Premiums with respect to such policies required to be carried by Manager will be paid by Manager. Such policies shall be subject to the approval of City for adequacy and form of protection.

If Manager is self-insured, it shall provide City with a Certificate of Self-Insurance on the Effective Date of this Agreement.

9. **Breach of Agreement.**

If either party shall default in the performance of its obligations under this Agreement, then the non-defaulting party shall notify the other party of such default in writing. The defaulting party shall have thirty (30) days within which to cure such default or, if such default cannot be cured within thirty (30) days, then the defaulting party shall commence cure within such thirty (30) day period and diligently pursue cure to its completion, but in no event more than sixty (60) days in which to cure such default. If the defaulting party fails to cure such default within the appropriate time period, or if a substantially similar default occurs twice within any twelve (12) month period which is reasonably deemed to be material to the overall obligations of the parties under this Agreement, then the non-defaulting party shall have the right to terminate and cancel this Agreement by notice in writing to the defaulting party. Upon such termination, this Agreement shall be of no further force and effect. The non-defaulting party shall have the right to recover from the defaulting party all costs, losses, and damages, including reasonable attorneys' fees, caused by such default.

10. **Termination.** The City may terminate this Agreement for convenience with sixty (60) days' written notice to CARTA; provided, however, that in the event the License Agreement is terminated for any reason or no reason, this Agreement shall automatically and simultaneously terminate, and neither the City nor CARTA will have any further rights or obligations hereunder.

11. **Liability.** As between City and CARTA, CARTA shall be fully responsible for any liability, cost, claims or damage of any type which arises out of the use or operation the Parking Facility, including any claims for personal injury or property damage, unless such claims arise out of the gross negligence or intentional misconduct of City or any of its agents or employees. Nothing in this assumption of liability by CARTA is intended to waive, diminish, or in any way limit the protections available to CARTA under the Tennessee Governmental Tort Liability Act or successor legislation thereto.

This provision shall survive the expiration or sooner termination of this Agreement.

12. Assignment.

Manager shall not assign its rights and obligations under this Agreement or delegate its duties hereunder without the prior written consent of the City and the State of Tennessee, which shall not be unreasonably withheld. City shall have the right to assign its interest under this Agreement anytime; provided, however, that City will provide written notice to CARTA prior to any such transfer of assignment. In the event of any assignment, the assignee shall succeed to all of the rights, interests and obligations of City contained herein.

13. Government Regulations.

Manager shall conform with all municipal and other governmental regulations applicable to the operation of parking lots.

14. Notices. Any notice, approval or other communication required hereunder shall be deemed given if mailed by registered mail or certified mail addressed to the proper addresses at their addresses set forth herein, or to such other address as last designated by such addressee in a notice. The address for each party at the commencement of this Agreement shall be as follows:

City of Chattanooga
Attn: Real Property Office
101 E. 11th Street, Suite G-18
Chattanooga, TN 37402

With a copy to: City Attorney
101 E. 11th Street, Suite 200
Chattanooga, TN 37402

Chattanooga Area Regional Transportation Authority
1617 Wilcox Blvd.
Chattanooga, TN 37406

With a copy to: Miller & Martin, PLLC
Attn: Rachael W. Ruiz, Esq.
832 Georgia Avenue, Suite 1200
Chattanooga, TN 37402

15. Modification. This Agreement shall be modified only by a written modification agreement signed by City and Manager.

16. Nondiscrimination. No person on the grounds of handicap, age, race, color, religion, sex, national origin, or any other classification protected by federal and/or Tennessee State constitutional and/or statutory law shall be excluded from participation in, or be denied benefit of, or be otherwise subjected to discrimination in the performance of this Agreement. The Manager, shall, upon request, show proof of such non-discrimination, and shall post in conspicuous places, available to all employees and applicants, notices of non-discrimination.

17. Inurement. The terms and conditions hereof shall be binding upon and shall inure to the benefit of the City, Manager and their respective successors.

18. Entire Agreement.

This Agreement constitutes the entire agreement of the parties.

19. Governing Law.

The laws of the State of Tennessee shall govern this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

CHATTANOOGA AREA REGIONAL TRANSPORTATION
AUTHORITY

By: _____
CHARLES D. FRAZIER, CEO

CITY OF CHATTANOOGA

By: _____
RICHARD J. BEELAND
Administrator of Economic Development

Exhibit A

This Instrument prepared by:
State of Tennessee
Department of Transportation
Region 2
7512 Volkswagen Drive
Chattanooga, TN 37416
(Local Government)

Fed. Project No. NH-29(16)
State Project No. 33037-2220-14
Tract No. 4
Hamilton County
Request No. 7197

LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of this the 26 day of February, 202⁴, by and between THE STATE OF TENNESSEE, acting by and through its Commissioner of Transportation, (hereinafter referred to as "State") and the CITY of CHATTANOOGA, TENNESSEE (hereinafter referred to as "Licensee").

WHEREAS, Licensee desires to use and maintain the Licensed Premises for bus and handicap parking underneath the Olgiati Bridge adjacent to State Route 29 at mile marker 0.042 in Hamilton County, Tennessee, being more specifically described in Exhibit A, attached to and made a part of this License; and

WHEREAS, the State is willing to permit said use of the Licensed Premises subject to certain conditions.

NOW, THEREFORE, in consideration of the execution of this License Agreement, it is mutually agreed between the parties hereto as follows:

1. **LICENSE** – Licensee is hereby granted permission to use and maintain the Licensed Premises for bus and handicap parking **at no cost to the public** underneath the Olgiati Bridge adjacent to State Route 29 at mile marker 0.042 in Hamilton County, Tennessee (hereinafter referred to as the "Improvements").
2. **USE OF LICENSED PREMISES** - Licensee shall be permitted to use the Licensed Premises **for a public use purpose, subject to cancellation for failure to continue public use** for the operation of the Improvements. **Paid parking is prohibited.** Licensee shall not be permitted to use the Licensed Premises for any other purpose except by prior written permission of the State. Licensee's use of the Licensed Premises is subject to any easements of record and to the right of any utility owner to operate and maintain any existing utility facilities within the Licensed Premises.
3. **FEE** – Licensee shall pay \$0 per year to the State for the use of the Licensed Premises.
4. **TERM** – The License is a ten (10) year, renewable license which shall begin on February 26, 2024 and shall end on February 25, 2034
5. **ACCESS** – The State shall provide Licensee access to the Licensed Premises at all times for the uses authorized herein.
6. **MAINTENANCE** – The costs of any maintenance and operation of the Improvements shall be at the sole expense of Licensee;

7. **IMPROVEMENTS:**

A. Any improvement(s) made pursuant to this License Agreement by Licensee shall be subject to the prior written approval of the STATE. Any improvement(s) erected upon said Licensed Premises, whether erected before or after this License Agreement, must be properly maintained in such manner as to cause no interference with traffic and said improvement(s) and area within the right-of-way boundaries shall be kept free of refuse, trash or any other unsightly materials. If said improvement(s) and area are not so maintained in accordance with the standards set by the STATE, the STATE shall be notified, and such improvement(s) and area shall immediately be brought up to such standards by the Licensee upon being directed to do so by a representative of the STATE.

B. If Licensee proposes to construct any improvement over or under the roadway, Licensee shall submit detailed plans to the STATE for prior approval. If approved, Licensee shall construct and maintain the improvement in accordance with the approved plans and any additional standards established by the STATE, as set forth in Attachment "A" hereto or as it may hereafter be amended. Whether an improvement has been erected before or after this License Agreement, Licensee shall inspect the improvement at least one (1) time during any consecutive twelve (12) month period of this License Agreement to determine if the improvement is structurally sound and maintained in accordance with the standards set by the STATE. The inspections shall be conducted by, or under the supervision of, a professional engineer licensed in the State of Tennessee and in a manner substantially similar to the inspection standards for bridges and tunnels established in 23 CFR Part 650, as determined by the STATE. Licensee shall submit a copy of each inspection report to the STATE, and Licensee shall retain a copy of all inspection reports made during the term of this License Agreement. Licensee grants the STATE, and its contractors or agents, a right to enter to the Licensed Premises upon the STATE's request for the purpose of conducting an inspection of any improvement made pursuant to this Licensed Agreement. Licensee shall promptly repair any structural or other deficiencies in the improvement identified in the Licensee's or the STATE's inspection. Any repair(s) made by Licensee are subject to approval by the STATE.

8. **TRAFFIC CONTROL** - At no time will work authorized by this license agreement interfere with the normal flow of traffic on roadways adjoining the Licensed Premises. Licensee is responsible for providing traffic control for this work zone in accordance with the requirements of the current *Manual on Uniform Traffic Control Devices*. If proper traffic control is not in place, TDOT may order Licensee to stop work until proper traffic control is put in place.

9. **FIRE HAZARD** - The Property shall not be used for the manufacture or storage of flammable material or for any other purpose deemed by the STATE or the Federal Highway Administration to be a potential fire hazard or other hazard to the highway. The determination as to whether or not a use constitutes such a hazard shall be in the sole discretion of the STATE or the Federal highway Administration. The operation and maintenance of said property will be subject to regulation by the STATE to protect against fire or other hazard which could impair the use, safety or appearance of the highway. LICENSEE shall provide access, at all times, for firefighters and accompanying equipment.

10. **DAMAGE TO STATE PROPERTY** - Licensee shall be liable for any damage to state property resulting from Licensee's use of the Licensed Premises and/or installation and operation of the Improvements, including but not limited to, the roadway, shoulders, guardrail, drainage, landscaping, signs and controlled-access fences. All repair or replacement of such damage shall be made in accordance with the current TDOT Standard Specifications for Road and Bridge Construction, TDOT Standard Drawings and any other applicable design and/or construction standards or guidelines.

11. **LIABILITY** - Licensee shall assume all liability for claims arising out of conduct on the part of the Licensee for which it would be liable under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq., up to the limits for which it can be held liable for such conduct under that act, arising from its use of the Licensed Premises. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character arising from the contractor's acts or omissions in the prosecution of the work.
12. **INSURANCE** - The Licensee, its successors and assigns, agrees to maintain adequate public liability insurance, which may include self-insurance, and will provide satisfactory evidence of such insurance to the State. Further, the liability limits of this insurance must not be less than the exposure and limits of the Licensee's liability under the Tennessee Governmental Tort Liability Act, Tenn. Code Ann. § 29-20-101, et seq. The insurance policy shall include a provision for the insurance company to notify the State in writing of any cancellation or changes of the policy at least 30 days in advance of the cancellation or change. In addition, Licensee shall require that any contractor of Licensee that performs any work on the Licensed Premises, including any installation, maintenance, or operation of the Improvements, shall provide proof of adequate and appropriate general liability insurance providing liability coverage in an amount not less than \$1 million dollars per occurrence and \$300,000 per claimant, naming the State of Tennessee as an additional insured.
13. **PERMITS** - Licensee is responsible for obtaining and paying the costs of all permits, licenses or other approvals by any regulatory body having jurisdiction over the uses authorized herein. Prior to commencing the work authorized herein, Licensee shall notify Tennessee One Call regarding any excavation(s) and shall ensure that the provisions of TCA 65-31-101 et seq. are met.
14. **COMPLIANCE** - All work on the Licensed Premises shall be performed in compliance with current TDOT Landscape Design Guidelines and TDOT Standard Drawings in addition to applicable federal, state and local laws and regulations. Should Licensee fail or neglect to comply with any term or condition of this License Agreement or to comply with written notice and demand, this License shall be subject to termination. In the event of such termination, Licensee shall immediately remove any and all of its Improvements from the licensed Premises and surrender all rights and privileges under this License Agreement; otherwise, on written notification by the State, the Improvements will be removed and said Licensed Premises restored to its former condition in a timely manner at the expense of the Licensee.
15. **TITLE VI ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said regulations shall be amended.
16. **AMERICANS WITH DISABILITIES ACT ASSURANCES** - The Licensee for itself, its successors in interest and assigns, as part of the consideration hereof

does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this License Agreement for a purpose for which the State or a State program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 28, Code of Federal Regulations, Parts 35 and 36, Nondiscrimination on the Basis of Disability in State and Local Government Services and Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities, and as said regulations shall be amended. The Licensee further agrees that if any pedestrian facilities are constructed, maintained, or operated on the property described in this License, the Licensee shall construct, maintain, and operate such facilities in compliance with the Architectural and Transportation Barriers Compliance Board's "Accessibility Guidelines for Pedestrian Facilities in Public Rights-of-Way" (proposed 36 CFR Part 1190; published in the Federal Register, July 26, 2011).

17. **REVERSION** – In the event that the Licensed Premises is needed for a transportation project, Licensee shall remove any and all of its Improvements from the Licensed Premises and surrender all rights and privileges under this License Agreement within 60 days of receiving written notice from the State. In the event that the Licensed Premises is needed for a highway maintenance project, the use of the Licensed Premises will cease temporarily until the maintenance project is completed. In the event that a utility owner needs to maintain an existing utility facility, the Licensee's use of the Licensed Premises may cease or be impaired until the utility maintenance activity is completed.
18. **ADJACENT PROPERTY** – Licensee states and affirms that the Improvements constructed and maintained on the Licensed Premises are not relevant to any adjacent property's activities, features, or attributes that qualify the adjacent property for protection under Section 4(f) of the Department of Transportation Act of 1966 (Pub. L. 89—670, 80 Stat. 931) now codified at 23 U.S.C. § 138, 49 U.S.C. § 303, and 23 CFR Part 774 (hereinafter referred to as "Section 4(f)"). Therefore, neither the act of reversion nor termination of this Agreement, nor any transportation related activities occurring on the Licensed Premises (including, but not limited to, maintenance activities, construction activities, etc.), would result in a substantial impairment to the activities, features, or attributes that may qualify Licensee's adjacent or nearby property for protection under Section 4(f).
19. **NO PERMANENT OWNERSHIP** – Licensee does not currently possess, nor through this Agreement acquire, permanent ownership or control over the Licensed Premises.
20. **TERMINATION** – The State may terminate this License at will with 60 days written notice to Licensee.
21. **ASSIGNMENT** – The license shall not be transferred, conveyed or assigned to another party without prior written approval from the State.

TO THE LICENSEE:

City of Chattanooga, Tennessee
101 E. 11th Street, Suite G-18
Chattanooga, Tennessee 37402

TO THE STATE:

Department of Transportation
Brian Dickerson, Excess Land Office
James K. Polk Bldg., 6th Floor
505 Deaderick Street
Nashville, Tennessee 37243

License Agreement
Request No. 7197

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
executed the day and year first above written.

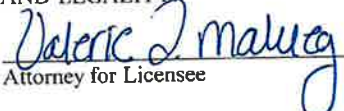
LICENSEE:

CITY of CHATTANOOGA, TENNESSEE

BY: 
Tim Kelly
Mayor

DATE: 1/25/24

APPROVED AS TO FORM
AND LEGALITY:


Valerie J. Maloney
Attorney for Licensee

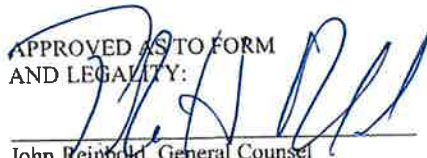
DATE: 12/14/23

STATE OF TENNESSEE


Howard H. Eley
Deputy Governor and Commissioner
Tennessee Department of Transportation

DATE: 2/24/2024

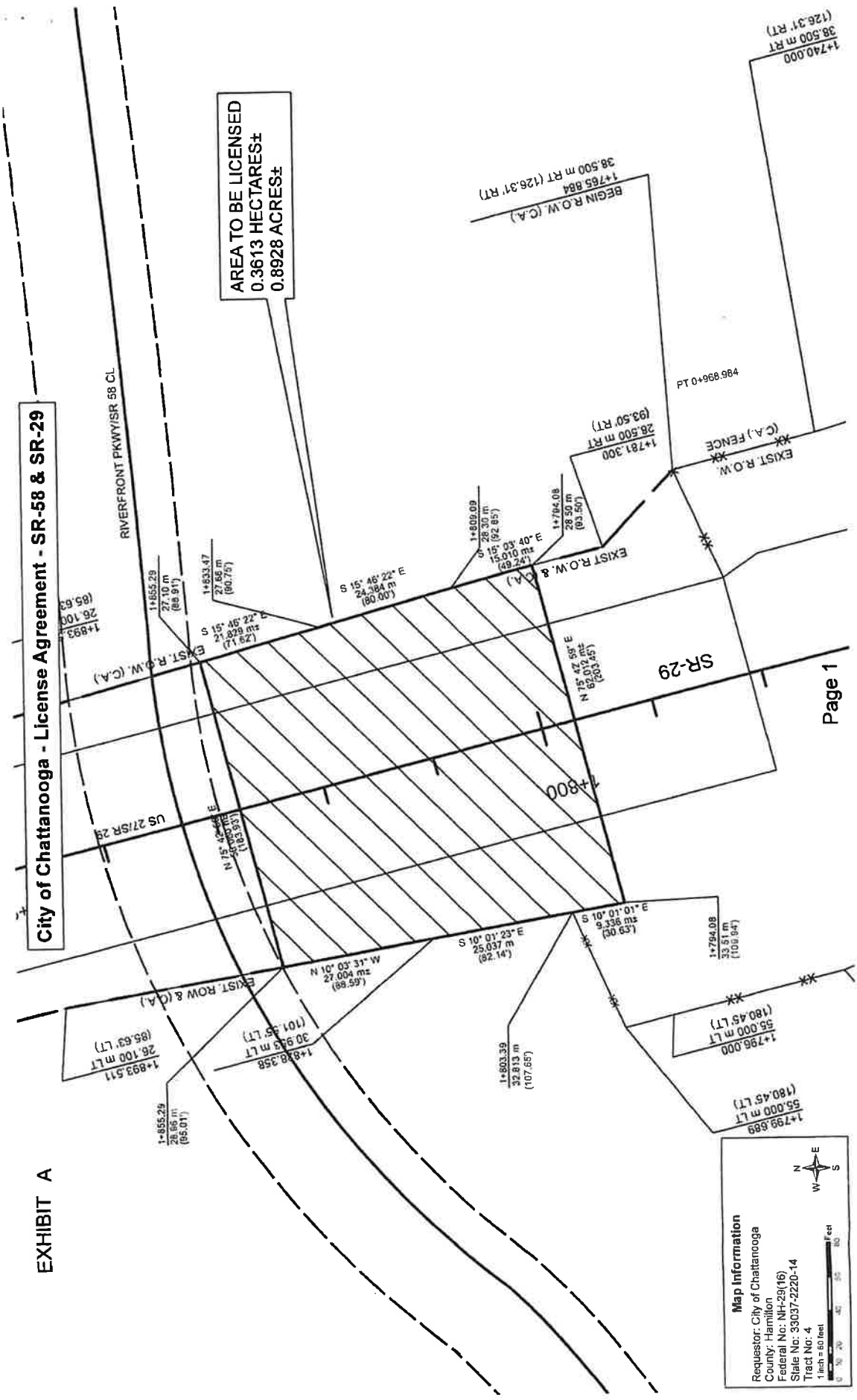
APPROVED AS TO FORM
AND LEGALITY:


John Reinhold, General Counsel
Tennessee Department of Transportation

DATE: 2/14/2024

EXHIBIT A

City of Chattanooga - License Agreement - SR-58 & SR-29



Map Information

Requestor: City of Chattanooga
 County: Hamilton
 Federal No: NH-29(16)
 State No: 33037-2220-14
 Tract No: 4

1 inch = 60 feet

0 20 40 60 Feet

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S
W

EXHIBIT B

INSURANCE COVERAGE PROVIDED BY MANAGER

Insurance. At its sole expense, Manager shall procure and maintain during the Initial Term of this Agreement and any Renewal Term insurance of the types and in the amounts described below against claims for injuries to persons or damages to property which may arise from or in connection with this Lease.

(a) Commercial General Liability Insurance

Manager agrees to maintain occurrence version commercial general liability insurance or equivalent form with a limit of not less than Two Million Dollars (\$2,000,000) each occurrence for bodily injury, personal injury and property damage. If such insurance contains a general aggregate limit, it will apply separately to this Agreement, or be no less than two (2) times the occurrence limit. Manager agrees to provide the insurance policies at its sole expense, with commercially reasonable increases in coverage, but in no event shall the insurance coverage be less than the limits set by the Tennessee Governmental Tort Liability Act, as may be amended. Such insurance will:

- (1) Contain or be endorsed to contain a provision that includes the Manager, its officials, officers, and employees as insureds with respect to liability arising out of work or operations performed by or on behalf of City including materials, parts, or equipment furnished in connection with such work or operations. The coverage will contain no special limitations on the scope of protection afforded to the above listed insureds. Liability coverage can be provided in the form of an endorsement to Manager's insurance or as a separate City's policy; and
- (2) For any claims related to this Agreement, be primary insurance as respects City, its officials, officers and employees. Any insurance or self-insurance programs covering the City, its officials, officers and employees will be in excess of insurance and will not contribute with it.

(b) Additional Insurance Requirements.

Manager shall include City and the State of Tennessee as additional insureds on all insurance. Proof of said insurance shall be provided to City's Risk Manager.

Manager shall:

- (1) Prior to the Effective Date, furnish City with original certificates of insurance and any amendatory endorsements effecting coverage required by this Section, and provide that such insurance will not be cancelled or allowed to expire in coverage except on thirty (30) days' prior written notice to the City Attorney and Risk Manager of City;

- (2) If requested by City, provide certified copies of endorsements and policies in lieu of or in addition to certificates of insurance;
- (3) Place such insurance with an insurer that is licensed to do business in Tennessee and has an A.M. Best Company rating of no less than A-VII; and
- (4) Require all contractors to maintain during the terms of this Agreement, commercial general liability insurance, business automobile liability insurance and worker's compensation/employers' liability and furnish contractor's certificates of insurance to City prior to the commencement of work.

Furthermore, any deductibles or self-insured retentions must be declared to and approved by City.

(c) Worker's Compensation and Employer's Liability Insurance.

Manager shall maintain worker's compensation insurance with statutory limits as required by the State of Tennessee and employers' liability insurance with limits of not less than One Million Dollars (\$1,000,000). Manager shall require each of its subcontractors to provide worker's compensation for all of the subcontractors' employees to be engaged in such work unless such employees are covered by Manager's worker's compensation insurance coverage.

(d) Automobile Insurance.

Manager shall maintain automobile liability insurance for owned vehicles, hired and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate.

This insurance, with the exception of Worker's Compensation Insurance, shall be subject to a deductible amount not to exceed \$5,000.00.