

Appendix A: Commercial Services Authorization Instruments

The following reference section identifies the commercial services and related instruments available to the NPS, and their respective timetables, definitions, constraints, methodologies, and policies.

Concession Contracts

All concession operations must be approved and authorized by the National Park Service under delegation of authority through the preparation of a prospectus (solicitation of offers), NPS review of proposals, selection of the best offer, and final contract execution. The procedures are detailed in 36 CFR, 51.4.

Concession contracts are legal agreements between the Secretary of the Interior (or authorized delegate) and a concessioner that requires the concessioner to provide certain visitor services in the park, such as food service or retail. Other services may be authorized but not required.

The 1998 concessions law stipulates three types of concession contracts, Category I, II and III. Under the terms and conditions of a concession contract, the Secretary has the authority to assign land and government improvements (facilities) to the concessioner for the conduct of its operations. A Category I contract allows a concessioner to spend capital to acquire facilities from a previous concessioner, make improvements to an existing facility or build a new facility. When any of these occur they acquire a leasehold surrender interest in the facility until the interest is depreciated, bought out by the government, or acquired by a new concessioner. Category II concession contracts have land/facility assignments but the concessioner may not acquire any leasehold surrender interest. Category III concession contracts are for operations without any land/facility assignments or leasehold surrender interest. By law, all concession contracts are issued by competitive bid. The typical term for a contract is 5 to 10 years although under certain financial situations where a large capital investment is involved a 20-year term can be authorized with specific approval from the NPS director.

Contracts authorized under the previous laws gave concessioners certain rights. New contracts do not include a preferential right of renewal except for outfitter and guide services or operators with projected annual gross receipts of less than \$500,000. Concessioners are no longer

given a preferential right of refusal for new or similar services (a virtual monopoly). Rather, the intent of the current law is to encourage competition.

Concession contracts contain various detailed exhibits, including operating and maintenance plans. They require care of land and government improvements provided by the NPS to the concessioner. Compliance with the plans is mandatory.

Commercial Use Authorizations

Commercial Use Authorizations (CUA) provide a simple means to authorize suitable commercial services to park visitors. Services must be appropriate to the park unit, but do not have to be necessary, will have incidental use and minimal impact on the park area's resources and must originate and terminate outside the boundaries of the park. The law provides for small CUAs, gross receipts of less than \$25,000, to conduct commercial operations and be assigned an area inside the park. The number of CUAs issued for an activity may not be limited, unless limitations are supported by other approved processes and policies.

The term of the authorization is 1 or 2 years, although 1 year is most common. Authorizations can be renewed contingent upon satisfactory performance, however no preferential right of renewal or similar provisions for renewal may be provided. Authorizations contain operating conditions and/or stipulations and may designate use such as defining routes and number of user days.

Monitoring of all commercial activities is essential to ensure that business operations are conducted in a safe, fair, and reputable manner consistent with the mission of the park. Monitoring is also essential to ensure compliance with resource protection conditions stated in the permit. Where carrying capacities exist in parks to manage use, monitoring ensures compliance.

The National Park Service is authorized by the Cost Recovery Act to collect all costs associated with CUAs. There are three elements to the determination of the dollar amount that can be charged: application, administrative, and monitoring costs. Application costs start with the

request for the use of park resources and end with mailing the application form. Administrative costs start when the completed application form is received and end with the final signing of the permit. Monitoring costs start when the permittee arrives in the park to perform the permitted use and end when the permitted use is over and the permittee leaves the area. Application and administrative costs can be determined using average costs derived from historic records, but monitoring costs has to reflect actual itemized costs.

Leases

The NPS may issue leases for structures that are not necessary for park operations and are not eligible for authorization through a concession contract or CUA. Leased property must be used for an activity and in a manner that is not inconsistent with the purposes established by law for the park. 36 CFR Part 18 (Leasing of Properties in Park Areas) and Director's Order #38 (Real Property Leasing) describe NPS regulatory and policy requirements for the award and management of leases of park area property. The Director may lease any property (except historic land) that meets the following criteria:

- The lease will not result in degradation of the purposes and values of the park area.
- The lease will not deprive the park area of property necessary for appropriate park protection, interpretation, visitor enjoyment, or administration.
- The lease contains such terms and conditions as will ensure that the leased property will be used for an activity and in a manner that are consistent with the purposes established by law for the park area in which the property is located.
- The lease is compatible with NPS programs.
- The lease is for rent at least equal to the fair market value rent of the leased property.
- The proposed activities under the lease are not subject to authorization through a concession contract, commercial use authorization, or similar instrument.
- If the lease includes historic property, the lease will adequately ensure the preservation of the historic property.

In 1982 the NPS established the Historic Leasing Program to lease historic structures and agricultural land to individuals and organizations. The program was designed to spur rehabilitation and reuse of designated

historic structures and federally owned lands. Any proceeds from these leases are to be used to maintain, repair, and preserve historic properties and to defray the costs of administering the leasing program.

Cooperating Associations

Congress authorized cooperating associations in 1946. Their mission is to support park interpretive and scientific activities through proceeds from sales of educational and interpretive materials in a park, which is a commercial activity. They are usually assigned space in a visitor center or other visitor contact facility. Cooperating associations are authorized by a cooperative agreement. They are managed by a servicewide set of criteria and policies, NPS-32.

Special Use Permits

Special events may be authorized under permit by the superintendent subject to the same criteria as other special park uses provided there is a meaningful association between the purpose of the park and the event, and the event contributes to visitor understanding of the significance of the park. A superintendent may approve a request for a special event if it is determined that the event will:

- Not conflict with law or policy
- Not be a derogation of the values and purposes for which the park was established
- Be consistent with the park's enabling legislation
- Not have reasonable potential to cause illness, personal injury, or property damage
- Not unduly interfere with normal park operations, resource protection, or visitor use

The NPS will not permit the staging of special events that are conducted primarily for the material or financial benefit of participants or that involve commercialization, advertising, or publicity by participants. Events for which a separate public admission fee is to be charge, unless the event is directly related to the purposes for which the park was established will not be permitted either.

The NPS can recover costs incurred in administering permits and monitoring the activities it authorizes. It will also establish and collect permit fees authorized by applicable legislation, regulations, and policies.

Special Use Permits are not covered by NPS concession legislation. Separate regulations for the management of Special Use Permits can be found in 36 CFR 1.6. Guidelines for the issuance of Special Use Permits are provided by DO-53. The guidelines include National Park Service policy and instructions regarding Commercial Filming and Photography, Special Events, Rights-of-Way, and Use and Occupancy permits.

Commercial Film and Photography Permits

It is the policy of the National Park Service (DO-21) to allow commercial filming and photography when it is consistent with the protection and public enjoyment of park resources. The regulations used to manage commercial filming are contained in 36 CFR 5.5.

The NPS has the authority and responsibility to manage, permit, and/or deny filming projects consistent with the following principles:

- Natural, cultural, wilderness, and recreational resources will be protected
- The activity will not unduly conflict with the public's normal use and enjoyment of a park
- Visitors using cameras and /or recording devices for their own personal use are generally exempt from film permit requirements
- Coverage of breaking news never requires a permit, but it is subject to the imposition of restrictions and conditions necessary to protect park resources and public health and safety, and to prevent derogation of park values
- The NPS will not censor the content of any project, nor require finished film products for review, files, or documentation purposes

Commercial filming programs in parks are usually managed as a special park use with full cost recovery. Applicants reimburse the park for all costs related to meetings, location scouting, development of permit stipulations, and on-site monitoring of film projects. Each film project usually has a unique set of conditions developed to ensure that park resources are protected and that filming activities does not impact other park visitors.

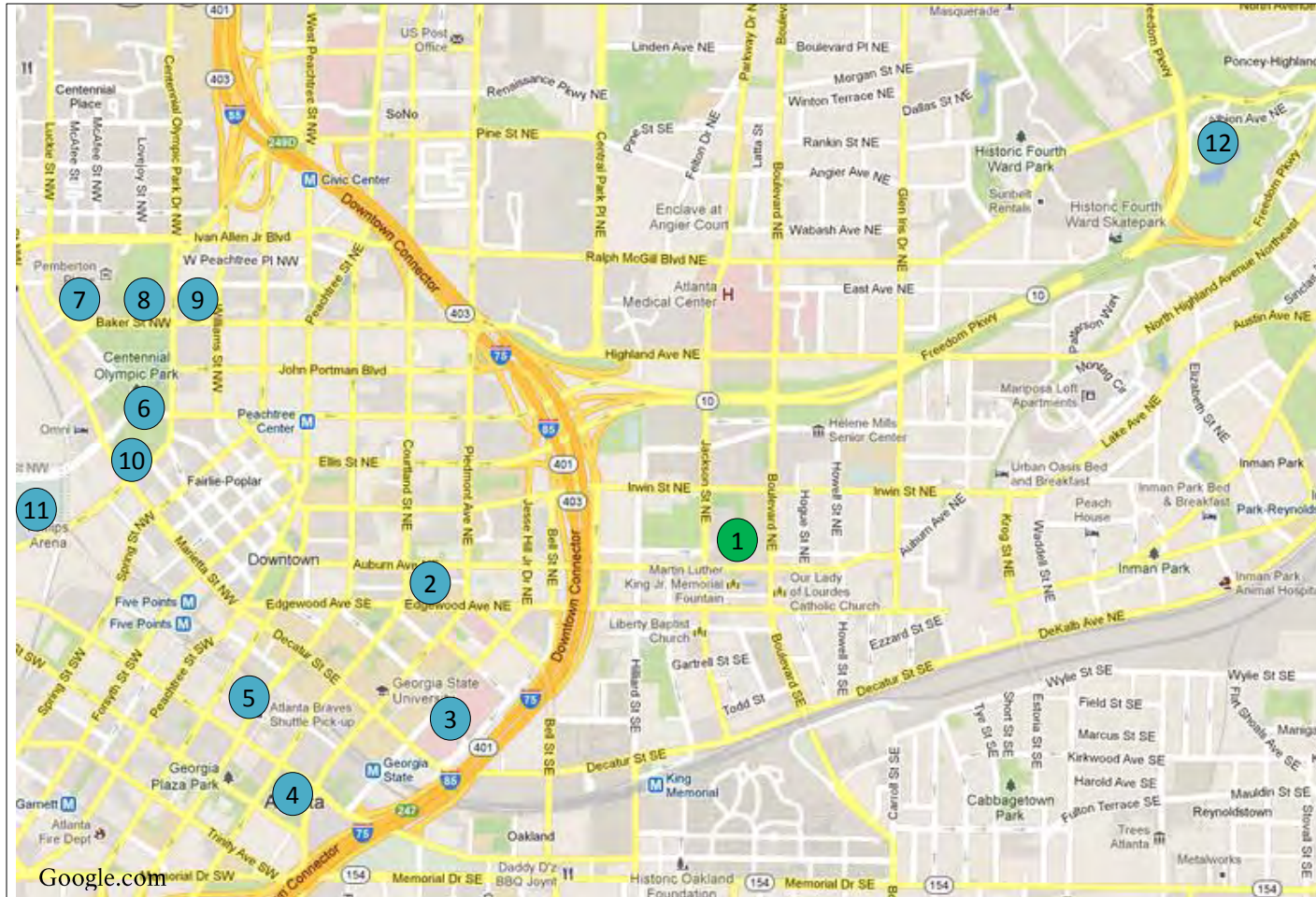
Rights-of-Way Permits

The NPS is under congressional mandate not to allow any use of NPS land that would be a derogation of the values and purposes for which the

park was authorized or be incompatible with the public interest, except when authorized by Congress. The regulations used to manage rights-of-way are found in 36 CFR 14.

Park Service policy (NPS-53) states that no permits for new, widened, or lengthened right-of-ways will be issued in designated or proposed wilderness. Right-of-ways for new gas or oil pipelines will not be issued anywhere in a national park area. When undocumented utility lines exist in a park, if the park allows the line to remain, a right-of-way permit must be prepared and submitted for final execution by the Superintendent. Appropriate conditions and stipulations are placed in any right-of-way permit to protect resources, if warranted. The NPS will recover all costs incurred to issue the right-of-way permit and monitor any activity associated with the permit. Fees paid by the permit holder for the use of the government land go directly to the US Treasury.

Appendix B: Map of Local Attractions



1. Martin Luther King, Jr. National Historic Site
2. Apex Museum
3. Georgia State University
4. Georgia state capitol
5. Underground Atlanta
6. Centennial Olympic Park
7. Georgia Aquarium
8. World of Coca-Cola
9. Imagine It! The Children's Museum of Atlanta
10. CNN Center
11. Phillips Arena
12. Jimmy Carter Library and Museum

Appendix C: Directory of Local Accommodations, Dining Options, and Convenience Stores

Name	Address	City	State	Zip	Phone	Website
<i>Food and Beverage Services within 0.5 Mile Radius of Park</i>						
Cafe Circa	464 Edgewood Avenue SE	Atlanta	GA	30312	(404) 477-0008	www.cafecircaatl.com
Cafe 458	458 Edgewood Avenue SE	Atlanta	GA	30312	(404) 446-4688	www.cafe458atl.com
Edgewood Corner Tavern	464 Edgewood Avenue SE	Atlanta	GA	30312	(404) 577-2310	www.thecornertavern.com
Edgewood Pizza	478 Edgewood Avenue SE	Atlanta	GA	30312	(404) 522-5512	www.facebook.com/pages/Edgewood-Pizza/115250818500819
The Sound Table	483 Edgewood Avenue SE	Atlanta	GA	30312	(404) 835-2534	www.thesoundtable.com/st-nights
Thumbs Up Smokehouse	573 Edgewood Avenue SE	Atlanta	GA	30312	(404) 223-0690	www.thumbsupdiner.com
Miso Izakaya	619 Edgewood Avenue SE	Atlanta	GA	30312	(678) 701-0128	www.facebook.com/misoizakaya
Ammazza Restaurant	591 Edgewood Ave SE	Atlanta	GA	30312	(404) 228-1036	www.ammazza.com
Pizzeria Vesuvius	327 Edgewood Ave SE	Atlanta	GA	30312	(404) 343-4404	www.pizzeriavesuvius.com
LottaFrutta Gourmet Fruit House	590 Auburn Avenue NE	Atlanta	GA	30312	(404) 588-0857	www.lottafrutta.com
The Original Jamaican Restaurant	378 Edgewood Avenue SE	Atlanta	GA	30312	(404) 523-1331	www.pattiestop.com
Noni's Bar & Deli	357 Edgewood Avenue SE	Atlanta	GA	30312	(404) 343-1808	www.nonisdeli.com
Supreme Fish Delight	362 Auburn Avenue NE	Atlanta	GA	30312	(404) 522-5333	www.supremefishdelight.com
Rathbuns Restaurant	112 Krog Street NE	Atlanta	GA	30307	(404) 524-8280	www.rathbunsrestaurant.com
Serpas Restaurant	659 Auburn Avenue NE #501	Atlanta	GA	30312	(404) 688-0040	www.serpasrestaurant.com
Wok-N-Roll	250 Auburn Avenue NE	Atlanta	GA	30303	(404) 688-7818	www.atlantawoknroll.com
Sweet Auburn Bread Company	234 Auburn Avenue NE	Atlanta	GA	30303	(404) 221-1157	www.sweetauburnbread.com
Mangos Caribbean Restaurant	180 Auburn Avenue NE	Atlanta	GA	30303	(404) 698-3992	www.mangoscaribbeanrestaurant.com
Grindhouse Killer Burgers	209 Edgewood Avenue SE	Atlanta	GA	30303	(404) 522-3444	www.grindhouseburgers.com
<i>Convenience Stores within a 0.5 Mile Radius of Park</i>						
CVS/pharmacy	439 Highland Avenue NE	Atlanta	GA	30312	(404) 230-9385	www.cvs.com
Walgreens	340 NE Boulevard #143	Atlanta	GA	30312	(404) 525-8256	www.walgreens.com
Banna Grocery	529 Irwin Street NE	Atlanta	GA	30312	(404) 254-3689	None
Sweet Auburn Grocery	200 Auburn Avenue NE	Atlanta	GA	30303	(404) 343-1418	None
<i>Hotels within a 1 Mile Radius of Park</i>						
Sheraton Atlanta Hotel	165 Courtland Street NE	Atlanta	GA	30303	(404) 659-6500	www.starwoodhotels.com/sheraton/property/overview/index.html?propertyID=1144

Name	Address	City	State	Zip	Phone	Website
Hilton Atlanta	255 Courtland Street NE	Atlanta	GA	30303	(404) 659-2000	www3.hilton.com/en/hotels/georgia/hilton-atlanta-ATLAHHH
Marriott Marquis	265 Peachtree Center Avenue NE	Atlanta	GA	30303	(404) 521-0000	www.marriott.com/hotels/travel/atlmq-atlanta-marriott-marquis
Hyatt Regency Atlanta	265 Peachtree Street NE	Atlanta	GA	30303	(404) 577-1234	www.atlantaregency.hyatt.com/hyatt/hotels-atlantaregency
Courtyard Atlanta Downtown	133 Carnegie Way NW	Atlanta	GA	30303	(404) 222-2416	www.marriott.com/hotels/travel/atldo-courtyard-atlanta-downtown
The Ellis Hotel	176 Peachtree Street NE	Atlanta	GA	30303	(404) 523-5155	www.ellishotel.com
Residence Inn Atlanta Downtown	134 Peachtree St NW	Atlanta	GA	30303	(404) 522-0950	www.marriott.com
The Westin Peachtree Plaza, Atlanta	210 Peachtree St NE	Atlanta	GA	30303	404) 659-1400	www.westinpeachtreeplazaatlanta.com
Hyatt Place Atlanta Downtown	330 Peachtree Street NE	Atlanta	GA	30308	(404) 577-1980	www.atlantadowntown.place.hyatt.com/hyatt/hotels-atlantadowntown-place
Motel 6 Atlanta Downtown	311 Courtland Street NE	Atlanta	GA	30303	(404) 659-4545	www.motel6atlantadowntownga.com
<i>Bed & Breakfasts/Small Inns within a 1 Mile Radius of Park</i>						
Urban Oasis Bed & Breakfast	130 Krog Street NE	Atlanta	GA	30307	(770) 714-8618	www.urbanoasisbandb.com
Sugar Magnolia Bed & Breakfast	804 Edgewood Avenue NE	Atlanta	GA	30307	(404) 222-0226	www.sugarmagnoliabb.com
King-Keith House	889 Edgewood Avenue NE	Atlanta	GA	30307	(404) 688-7330	www.kingkeith.com
Inmanpark Bed & Breakfast	100 Waverly Way NE	Atlanta	GA	30307	(404) 688-9498	www.inmanparkbandb.com

Appendix D: Partnerships Meeting Attendee Lists

Meeting Date: November 5, 2012

Name	Title	Organization
Kerrie Cotton Williams	Archivist	Auburn Avenue Research Library on African American Culture and History
Cynthia Walton	Historian	Southeast Regional Office , National Park Service
Tara Spann	Sales Manager	Atlanta Convention & Visitors Bureau
Ellie Westman Chin	Vice President, Business Development and Corporate Events	Atlanta Convention & Visitors Bureau
David Stanhope	Deputy Director	Jimmy Carter Library and Museum
Jennifer Ball	Vice President, Planning and Economic Development	Central Atlanta Progress

Meeting Date: November 7, 2012

Name	Title	Organization
Milan Jordan	Assistant Project Manager	Historic District Development Corporation
Dan Moore, Sr.	President	APEX Museum
Cynthia P. Lewis	Archivist	The King Center/ The King Library & Archive
Don Wollenhaupt	Program Manager - Education	Southeast Regional Office , National Park Service
Becky Burke	Region Manager	Eastern National
Angie Laurie	Vice President, Transportation	Central Atlanta Progress
Will Marshall	Global Organizer	Southern Christian Leadership Conference
Jesse Clark	Executive Director	Historic District Development Corporation
Eric Tidwell	Acting Managing Director	The King Center
Steve Klein	Communications Director	The King Center
Reverend Shanan Jones	Assistant Pastor of Public Relations and Community Affairs	Ebenezer Baptist Church
JoAnn Haden Miller	Director, Consumer Markets	Atlanta Convention & Visitors Bureau
Jay Tribby	Chief of Staff	Council Member Kwanza Hall, Council District 2

Appendix E: Civic Engagement Document

<to include any documents used in the public meeting >

Appendix F: Sample Commercial Use Authorization Permit

Form 10-114 (CUA)
Rev. 1/2004

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
INSERT PARK NAME HERE
COMMERCIAL USE AUTHORIZATION

1. Permit Holder _____ **Park Alpha Code:** _____
Name _____ **Type of Use:** **Commercial Services**
Organization _____ **Date Authorization Approved:** _____
Address _____

Telephone Number _____ **Fax Number** _____ **Reviewed:** _____
 _____ **Expires:** _____

2. The holder is hereby authorized to use the following described land or facilities in the above named area:

The area must be restored to its original condition at the end of the authorization.

3. The authorization begins at _____ (am/pm) on _____ (Month/Day/Year).

4. The authorization expires at _____ (am/pm) on _____ (Month/Day/Year).

5. SUMMARY OF AUTHORIZED ACTIVITY: (see attached sheets for additional information and conditions)

_____ **Out-of-Park:** The commercial services described above must originate and terminate outside of the boundaries of the park area. This permit does not authorize the holder to advertise, solicit business, collect fees, or sell any goods or services within the boundaries of the park area.

_____ **In-Park:** The commercial service described above must originate and be provided solely within the boundaries of the park area.

6. Authorizing legislation or other authority: Section 418, P.L. 105-391 (16 USC 5966)

7. NEPA Compliance: CATEGORICALLY EXCLUDED _____ EA/FONSI _____ EIS _____ OTHER APPROVED PLANS _____

8. APPLICATION FEE: Received _____ Not Required _____ Amount _____

9. LIABILITY INSURANCE: Required _____ Not Required _____ Amount _____

10. COST RECOVERY: Required _____ Not Required _____ Amount _____

11. FACILITY USE FEE: Required _____ Not Required _____ Amount _____

ISSUANCE of this authorization is subject to the conditions. The undersigned hereby accepts this authorization subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

12. Signatures

Authorization:

Signature Title Date

Authorizing NPS Official:

Signature Title Date

Authorizing NPS Official:

(additional if required)

Signature Title Date

CONDITIONS OF THIS AUTHORIZATION

1. The holder is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE:36 CFR 2.32(a)(3)].

2. The holder shall exercise this privilege subject to the supervision of the park area Superintendent. The holder shall comply with all applicable laws and regulations of the area and terms and conditions of the authorization. The holder must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and, must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures and regulations. The commercial services described above are to be provided to park area visitors at reasonable rates and under operating conditions satisfactory to the park area superintendent.

3. This authorization is issued upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (holder), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the (holder) in connection herewith, and the (Holder) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.

4. Holder agrees to carry general liability insurance against claims occasioned by the action or omissions of the holder, its agents and employees in carrying out activities and operations under this authorization. The policy shall be in the amount of \$ _____ and underwritten by a United States company naming the United States of America (National Park Service, park name and address) as additional insured. Holder agrees to have on file with the park copies of the above insurance with the proper endorsements.

5. Cost incurred by the park as a result of accepting and processing the application and managing and monitoring the authorization activity will be reimbursed by the holder. Administrative costs and estimated costs for activities on site must be paid when the authorization is approved. If any additional costs are incurred by the park, the holder will be billed at the conclusion of the authorization.

6. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this authorization or derive, either directly or indirectly, any pecuniary benefit to arise therefrom: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the authorization be for the benefit of such corporation.

7. This authorization may not be transferred or assigned without the written consent of the park area Superintendent.

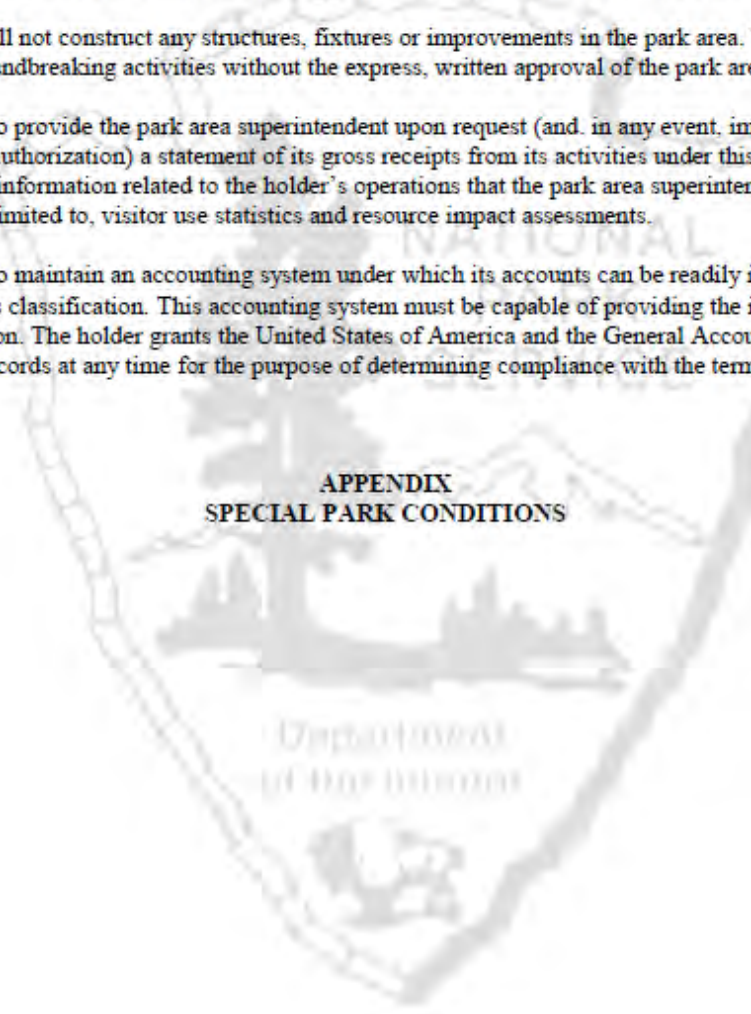
8. This authorization may be terminated upon breach of any of the conditions herein or at the discretion of the park area Superintendent.

9. The holder is not entitled to any preference to renewal of this authorization except to the extent otherwise expressly provided by law. This authorization is not exclusive and is not a concession contract.

10. The holder shall not construct any structures, fixtures or improvements in the park area. The holder shall not engage in any groundbreaking activities without the express, written approval of the park area superintendent.

11. The holder is to provide the park area superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the holder's operations that the park area superintendent may request, including but not limited to, visitor use statistics and resource impact assessments.

12. The holder is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The holder grants the United States of America and the General Accounting Office access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this authorization.



**APPENDIX
SPECIAL PARK CONDITIONS**