



CITY COUNCIL WORK SESSION

Monday, May 06, 2024 at 6:00 PM
Council Chambers and YouTube Livestream

Website: www.forestparkga.gov
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

FOREST PARK CITY HALL
745 Forest Parkway
Forest Park, GA 30297

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James
The Honorable Hector Gutierrez
The Honorable Allan Mears

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
Randi Rainey, City Clerk
Danielle Matricardi, City Attorney

AGENDA

VIRTUAL NOTICE

To watch the meeting via YouTube - <https://bit.ly/3c28p0A>

The Council Meetings will be livestreamed and available on the City's

YouTube page - "*City of Forest Park GA*"

CALL TO ORDER/WELCOME:

ROLL CALL:

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

NEW BUSINESS:

- 1. Council Discussion and Approval of six (6) new recruits to the Fire Department (introductions)-
Fire and EMS Department**

Background/History:

The Forest Park Fire & EMS Department has recently recruited six (6) new employees.

Rashad Lawson, Regina Williams, Zachary Kemp, Mason Ricciardi, Shanika Smith, and Kirome Wood.

Division Chief Keith King will present the introductions.

- 2. Council Discussion and Approval to Purchase Additional Fire Suppression Gear (Bunker Gear)-
Fire and EMS Department**

Background/History:

The Forest Park Fire Department needs to purchase additional fire suppression gear, including five (5) fire instructor sets, jackets, trousers w/suspenders, hoods, gloves, boots, helmets, and jacket patches. This is extended from the original request of January 2024 for twelve (12) sets of trousers and jackets. This purchase will enable our firefighters to have two complete sets of suppression gear.

The Forest Park fire department will purchase from Bennett Fire Products because they are local and carry the Globe brand of gear, which is already in stock and has short delivery wait times. The other vendor in the region specializes in customized gear, and the wait time could be up to 10 months.

Suppression gear was approved in our 5-year capital plan. The fund to be used is capital 300-61-3510-52-3718. The total cost is \$86,327.75. However, we were already approved for \$35,844.00 in January. The difference will be \$50,483.75.

3. Council Discussion and Approval of Stryker Annual Service Agreement (Yr. 2 Renewal) in the amount of \$23,580.58-Fire and EMS Department**Background/History:**

Renewal of Stryker annual service agreement for Lifepaks & Lucas. Services include parts & labor, annual inspection, battery replacement, product equipment, and replacement parts.

2nd-year renewal cost \$23,580.58.

4. Council Discussion and Approval for an Ignitable Liquid Detection Canine- Fire and EMS Department**Background/History:**

A presentation delivered by Ioana Armstrong outlining a proposal for the implementation of the fire department's first-ever Ignitable Liquid Detection Canine.

Start up cost \$10,000. Annual upkeep and preventative costs are estimated to be \$4,000.

The Fire Department is Seeking council approval. The fund will be Fire Prevention 100-61-3510-52-2210.

5. Council Discussion and Approval of the Purchase of a Life Pak 15 v4 Monitor/Defibrillator for rescue truck-Fire and EMS Department**Background/History:**

The Forest Park Fire Department needs to purchase a Life Pak 15 V4 Monitor and defibrillator for our Rescue Truck. (This will include battery chargers, hoses, amps, a case, ProCare, and a Wi-Fi Gateway.)

The vendor who supplies this product is Stryker Medical. A service contract is currently in place with Stryker.

Due to the cost of this purchase, we are seeking approval from the Council to make the purchase.

6. Council Discussion and Approval of a Line Item Transfer Request in the amount of \$10,500- Human Resources Department

Background/History:

The Human Resources Department has identified a need to adjust our budget allocation for the current fiscal year. Specifically, we are seeking approval to transfer funds for \$10,500 from line item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses). This proposed transfer is crucial for our department to effectively manage our expenses until the new fiscal year begins. By reallocating these funds, we will ensure the continuity of essential operations and uphold our commitment to efficient resource utilization.

7. Council Discussion and Approval to enter into a contract with NOVA for Building Inspection Services-Planning and Community Development Department

Background and Summary:

NOVA was selected by a competitive RFP process from qualified firms to provide building inspection and plan review services throughout the city that include inspecting residential and commercial buildings, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with applicable codes. Review building plans and conduct residential and commercial inspections of detailed drawings, design specifications, and construction plans.

8. Council Discussion and Approval of the Senior Center Floor Repairs in the amount of \$31,750- Recreation and Leisure Department

Background/History:

The Recreation and Leisure Department is looking to repair the damages to the floors of the Multipurpose Room in the Senior Center building and has received three (3) quotes from three contractors to complete the repairs. The quotes are as follows:

1. SmiFam LLC: \$34,139.60;
2. ATL Home Renovations, LLC: \$32,850.24;
3. Hopkins Renovation And Design: \$31,750

Based on the quotes provided, the decision has been made to go with Hopkins Renovation And Design, which provided the lowest amount, \$31,750.

9. Council Discussion and Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program-Recreation and Leisure

Background/History:

The Clayton County Public Schools has provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021. The renewal of this agreement will allow children in the community that heavily depended on school breakfast and lunch to eat during the school year the opportunity to receive meals throughout the summer break months.

EXECUTIVE SESSION: (When an Executive Session is required, one will be called for the following issues: Personnel, Litigation or Real Estate)

ADJOURNMENT:

In compliance with the Americans with Disabilities Act, those requiring accommodation for meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-4720.

File Attachments for Item:

**1. Council Discussion and Approval of six (6) new recruits to the Fire Department (introductions)-
Fire and EMS Department**

Background/History:

The Forest Park Fire & EMS Department has recently recruited six (6) new employees.

Rashad Lawson, Regina Williams, Zachary Kemp, Mason Ricciardi, Shanika Smith, Kirome Wood

Division Chief Keith King will present the introductions.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: FOREST PARK FIRE & EMS – SIX NEW RECRUITS TO THE DEPARTMENT (INTRODUCTIONS)

Submitted By: FIRE & EMS

Date Submitted: APRIL 29, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

The Forest Park Fire & EMS Department has recently recruited six (6) new employees.

- Rashad Lawson
- Regina Williams
- Zachary Kempf
- Mason Ricciardi
- Shanika Smith
- Kirome Wood

Division Chief Keith King will present the introductions.

Cost: \$ N/A

Budgeted for: Yes No

Financial Impact: NONE

Action Requested from Council: NONE – INTRODUCTION GIVEN BY DIVISION CHIEF KEITH KING

File Attachments for Item:

**2. Council Discussion and Approval to Purchase Additional Fire Suppression Gear (Bunker Gear)-
Fire and EMS Department**

Background/History:

The Forest Park Fire Department needs to purchase additional fire suppression gear, including five (5) fire instructor sets, jackets, trousers w/suspenders, hoods, gloves, boots, helmets, and jacket patches. This is extended from the original request of January 2024 for twelve (12) sets of trousers and jackets. This purchase will enable our firefighters to have two complete sets of suppression gear.

The Forest Park fire department will purchase from Bennett Fire Products because they are local and carry the Globe brand of gear, which is already in stock and has short delivery wait times. The other vendor in the region specializes in customized gear, and the wait time could be up to 10 months.

Suppression gear was approved in our 5-year capital plan. The fund to be used is capital 300-61-3510-52-3718. The total cost is \$86,327.75. However, we were already approved for \$35,844.00 in January. The difference will be \$50,483.75.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: FOREST PARK FIRE & EMS – APPROVAL TO PURCHASE ADDITIONAL FIRE SUPPRESSION GEAR (BUNKER GEAR)

Submitted By: SANDRA DAVIS – OFFICE COORDINATOR

Date Submitted: APRIL 19, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

THE FOREST PARK FIRE DEPARTMENT NEED TO PURCHASE ADDITIONAL FIRE SUPPRESSION GEAR TO INCLUDE: 5 - FIRE INSTRUCTOR SETS, JACKETS, TROUSERS W/SUSPENDERS, HOODS, GLOVES, BOOTS, HELMETS, JACKET PATCHES. THESE ARE EXTENDED FROM THE ORIGINAL REQUEST OF JANUARY 2024 FOR 12 SETS OF TROUSERS & JACKETS. THIS PURCHASE WILL ENABLE OUR FIREFIGHTERS TO HAVE TWO COMPLETE SETS OF SUPPRESSION GEAR.

WE WILL PURCHASE FROM BENNETT FIRE PRODUCTS DUE TO THEM BEING LOCAL AND CARRY THE GLOBE BRAND OF GEAR WHICH IS ALREADY IN STOCK WITH SHORT WAIT TIMES FOR DELIVERY. THE OTHER VENDOR IN THE REGION SPECIALIZES IN CUSTOMIZED GEAR AND THE WAIT TIME COULD BE UP TO 10 MONTHS FOR DELIVERY.

SUPPRESSION GEAR WAS APPROVED IN OUR 5-YEAR CAPITAL PLAN. THE FUND TO BE USED IS CAPITAL 300-61-3510-52-3718. THE TOTAL COST IS \$86,327.75, HOWEVER WE WERE ALREADY APPROVED FOR \$35,844.00 IN JANUARY. **THE DIFFERENCE WILL BE \$50,483.75**

Cost: \$ 50,483.75

Budgeted for: Yes No

FINANCIAL IMPACT: 300-61-3510-52-3718 (CAPITAL)

Action Requested from Council: COUNCIL APPROVAL NEEDED.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE PURCHASE OF FIRE SUPPRESSION GEAR FOR THE FIRE AND EMS DEPARTMENT.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the City’s Fire and EMS Department finds it necessary to purchase additional fire suppression gear, including five (5) fire instructor sets, jackets, trousers w/suspenders, hoods, gloves, boots, helmets, and jacket patches; and

WHEREAS, pursuant to the City’s Code of Ordinances, competitive bids are not required for purchases made pursuant to a cooperative purchasing contract; and

WHEREAS, the City of Lake City has an existing contract with Bennett Fire Products Co., Inc. under which the City can purchase the fire suppression gear; and

WHEREAS, this equipment is necessary to protect the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The quote from Bennett Fire Productions Co., Inc. for fire suppression gear as presented to the Council on May 6, 2024, is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

_____ (SEAL)
City Clerk

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

3. Council Discussion and Approval of Stryker Annual Service Agreement (Yr. 2 Renewal) in the amount of \$23,580.58-Fire and EMS Department

Background/History:

Renewal of Stryker annual service agreement for Lifepaks & Lucas. Services include parts & labor, annual inspection, battery replacement, product equipment, and replacement parts.

2nd-year renewal cost \$23,580.58.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Stryker Annual Service Agreement (Yr 2 Renewal)

Submitted By: SANDRA DAVIS – FPDF

Date Submitted: April 22, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

Renewal of Stryker annual service agreement for Lifepaks & Lucas. Services include parts & labor, annual inspection, battery replacement, product equipment, and replacement parts.

2nd-year renewal cost \$23,580.58.

Cost: \$ **\$23,580.58** **Budgeted for:** X **Yes** **No**

Financial Impact: CAPITAL CONTRACTUAL SERVICES (300-61-5310-54-2502)

Action Requested from Council: Approval

Sales Rep Name: Laura Persons
 ProCare Service Rep: Dean Morse

3800 E. Centre Ave
 Portage, MI 49009

Date: 10/10/2022
 ID #: 221006100404

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1064617	Name: Drew Gelmini
Shipping Acct Num: 1064617	Title: EMS Coordinator
Account Name: Forest Park Fire	Phone: 770.851.9891
Account Address: 785 Linda Way	Email: agemini@forestparkga.gov
City, State Zip: Forest Park, GA 30297	

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs			Total
1	LP15	LifePak 15	39258782	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
2	LP15	LifePak 15	39263613	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
3	LP15	LifePak 15	39263617	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
4	LP15	LifePak 15	49371387	LP15 Prevent Onsite	1	5			\$10,495.00
5	LP15	LifePak 15	49371418	LP15 Prevent Onsite	1	5			\$10,495.00
6	LP15	LifePak 15	49371998	LP15 Prevent Onsite	1	5			\$10,495.00
7	LUCAS	LUCAS	3015F114	LUCAS Prevent Onsite	1	1	End 10/31/2023		\$1,637.00
8	LUCAS	LUCAS	3522BZ19	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
9	LUCAS	LUCAS	3522BZ20	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
10	LUCAS	LUCAS	3522CB80	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
11	6390	Power-LOAD	2106012400059	EMS Prevent	1	5			\$10,095.00
12	6390	Power-LOAD	2106012400060	EMS Prevent	1	5			\$10,095.00
13	6390	Power-LOAD	2102012400031	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
14	6390	Power-LOAD	2102012400105	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
15	6390	Power-LOAD	2102012400292	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
16	6506	Power Cots	2106003502271	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
17	6506	Power Cots	2106003502272	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
18	6506	Power Cots	2104003500879	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
19	6506	Power Cots	2104003500880	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
20	6506	Power Cots	2104003500881	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50

PROGRAM INCLUDES:

EMS Prevent:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes battery replacement
 *Includes product equipment checklists.
 *Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:

ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:


ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	ProCare Total	\$118,029.30
	Discount	20%
Annual Payments \$23,580.58	FINAL TOTAL	\$94,423.44

See below for complete payment schedule

Start Date: 11/1/2022
 End Date: 10/31/2027

Stryker Signature _____ Date _____

Customer Signature  Date 10/27/2022

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

This is not an invoice. A physical invoice will be mailed.
Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:
 Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 117,902.88
11/1/2022	\$ 23,580.58	\$ -	\$ 94,322.30	\$ 94,322.30
11/1/2023	\$ 23,580.58	\$ -	\$ 70,741.73	\$ 70,741.73
11/1/2024	\$ 23,580.58	\$ -	\$ 47,161.15	\$ 47,161.15
11/1/2025	\$ 23,580.58	\$ -	\$ 23,580.58	\$ 23,580.58
11/1/2026	\$ 23,580.58	\$ -		\$ -

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - o If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - o Stryker will continue to offer contractual service on a yearly basis only
 - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

Sales Rep Name: Laura Persons
 ProCare Service Rep: Dean Morse

3800 E. Centre Ave
 Portage, MI 49009

Date: 10/10/2022
 ID #: 221006100404

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1064617	Name: Drew Gelmini
Shipping Acct Num: 1064617	Title: EMS Coordinator
Account Name: Forest Park Fire	Phone: 770.851.9891
Account Address: 785 Linda Way	Email: agemini@forestparkga.gov
City, State Zip: Forest Park, GA 30297	

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6	LP15	LifePak 15	49371998	LP15 Prevent Onsite	1	5			\$10,495.00
7	LUCAS	LUCAS	3015F114	LUCAS Prevent Onsite	1	1	End 10/31/2023		\$1,637.00
8	LUCAS	LUCAS	3522B219	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
9	LUCAS	LUCAS	3522B220	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
10	LUCAS	LUCAS	3522CB80	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
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20	6506	Power Cots	2104003500881	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50

PROGRAM INCLUDES:

EMS Prevent:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes battery replacement
 *Includes product equipment checklists.
 *Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:
 ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:
 ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	Annual Payments \$23,580.58	ProCare Total Discount	\$118,029.30
	See below for complete payment schedule	FINAL TOTAL	\$94,423.44

Start Date: 11/1/2022
 End Date: 10/31/2027

Stryker Signature _____ Date _____
 Customer Signature *[Signature]* Date *10/27/2022*

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number _____

This is not an invoice. A physical invoice will be mailed.
 Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:
 Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
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11/1/2023	\$ 23,580.58	\$ -	\$ 70,741.73	\$ 70,741.73
11/1/2024	\$ 23,580.58	\$ -	\$ 47,161.15	\$ 47,161.15
11/1/2025	\$ 23,580.58	\$ -	\$ 23,580.58	\$ 23,580.58
11/1/2026	\$ 23,580.58	\$ -		\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	39258782	LP15 Prevent Onsite
2	LP15	39263613	LP15 Prevent Onsite
3	LP15	39263617	LP15 Prevent Onsite
4	LP15	49371387	LP15 Prevent Onsite
5	LP15	49371418	LP15 Prevent Onsite
6	LP15	49371998	LP15 Prevent Onsite
7	LUCAS	3015F114	LUCAS Prevent Onsite
8	LUCAS	3522BZ19	LUCAS Prevent Onsite
9	LUCAS	3522BZ20	LUCAS Prevent Onsite
10	LUCAS	3522CB80	LUCAS Prevent Onsite
11	6390	2106012400059	EMS Prevent
12	6390	2106012400060	EMS Prevent
13	6390	2102012400031	EMS Prevent
14	6390	2102012400105	EMS Prevent
15	6390	2102012400292	EMS Prevent
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17	6506	2106003502272	EMS Prevent
18	6506	2104003500879	EMS Prevent
19	6506	2104003500880	EMS Prevent
20	6506	2104003500881	EMS Prevent



Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 221006100403

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1064617	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1064617	
Company Name	Forest Park Fire	
Contact or Department	Drew Gelmini	
Street Address	785 Linda Way	
Add'l Address Line		
City, ST ZIP	Forest Park, GA 30297	
Phone	770.851.9891	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 221006100403

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK[®] 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO APPROVE ANNUAL SERVICE AGREEMENT WITH STRYKER CORPORATION.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Fire and EMS Department desire to renew the City’s existing contract with Stryker Corporation for Lifepak and Lucas maintenance, repair, and related services; and

WHEREAS, this service contract will benefit the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The annual services contract with Stryker Corporation is hereby approved, subject to the execution of a written agreement reviewed by the City Attorney.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

4. Council Discussion and Approval for an Ignitable Liquid Detection Canine- Fire and EMS Department

Background/History:

A presentation delivered by Ioana Armstrong outlining a proposal for the implementation of the fire department's first-ever Ignitable Liquid Detection Canine.

Start up cost \$10,000. Annual upkeep and preventative costs are estimated to be \$4,000.

The Fire Department is Seeking council approval. The fund will be Fire Prevention 100-61-3510-52-2210.



City Council Agenda Item

Subject: Council Discussion and Approval of the Implementation of an Ignitable Liquid Detection Canine for the Fire Department.

Department: Fire / EMA

Date Submitted: 4/8/2024

Work Session Date: 5/6/2024

Council Meeting Date: 5/6/2024

Background/History: Forest Park Fire and Emergency Services is an all-hazards department providing services to the citizens of Forest Park and handling incidents involving fire, EMS, technical rescue, hazardous materials, and more. We also provide emergency management planning, fire and life safety education, community risk reduction, fire code compliance inspections, and fire investigations.

The department is seeking approval to implement its first-ever Ignitable Liquid Detection Canine. This will be a multipurpose canine, which will undertake tasks such as ignitable liquid detection, serve as a therapy/comfort canine among fire department personnel, and engage in community-building activities by participating in educational programs in schools or events.

The department is committed to covering all expenses related to the training, equipment, and healthcare for the canine.

Cost: \$10,000

Budgeted for: Yes No

Financial Impact: Initial start up cost of \$10,000. Yearly maintenance/preventative cost is an estimated \$4,000.

Action Requested from Council: Discussion Only Approval at Regular Meeting

Ignitable Liquid Detection Canine Project Proposal

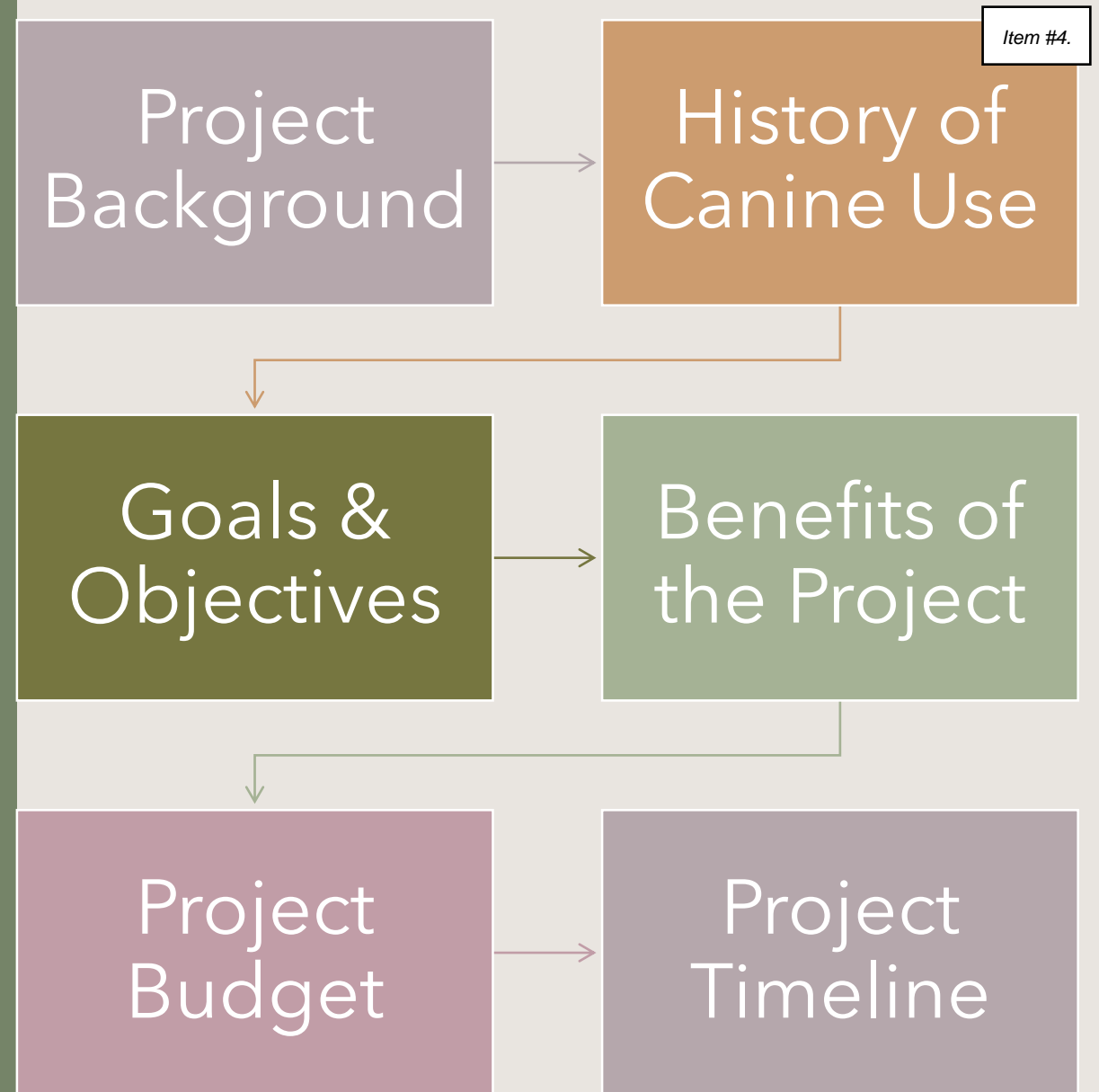
Prepared for
City of Forest Park

Prepared by
Ioana Armstrong

May 6, 2024



Table of Contents



Project Background

Ever since I became a Fire Investigator, I have wanted to become a K9 handler and bring the first-ever "Arson Canine" to Forest Park Fire and Emergency Services.

I believe the addition of an ignitable liquid detection canine to our community will send a message to those we serve that we are taking fire education, prevention, and investigation seriously.

Canines have also been effective in promoting interaction with the public at schools, events, and other day-to-day interactions, especially since adults and children alike love animals.

Dogs are also therapeutic by nature. We see this with emotional support canines in children's hospitals, or those assigned to one individual due to having a disability. Therapy dogs can provide comfort and emotional support, which can improve psychological wellbeing.

If this proposal is granted, I intend to take on the responsibility of caring for our arson canine as its handler.



Item #4.



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History of Canine Use

What is an "Accelerant"?

It is a substance which, when ignited, gives rise to the rapid spread of fire.

The use of canines to aid in the detection of accelerants in fire investigations has been implemented since the early 1980s.



Item #4.

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Goals & Objectives

With Chief Clemons' approval, present the program proposal before the Mayor and City Council for their consideration and approval.

Work with Hurricane Creek K-9 Kennel to obtain one (1) fully trained ignitable liquid detection canine.

Obtain training and certification as the handler from the National Narcotic Detector Dog Association (NNDDA).

Utilize the Ignitable Liquid Detection K-9 to enhance arson awareness and public education by conducting canine demonstrations at various organizations, including schools, city events, and as a resource for our mutual aid partners to support their fire prevention outreach and education efforts.

Utilize the Ignitable Liquid Detection K-9 as FPPD's first in-house service canine. It's well-known that first responders are susceptible to developing depression, stress, post-traumatic stress, and other mental health issues.



Benefits of the Project

Benefit 1

The benefit of using a canine is the dog's ability to quickly pinpoint accelerant residue.



Benefit 2

As a public service, the canine will promote community safety issues through prevention and detection demonstrations.



Benefit 3

The canine can provide emotional support, reduce depression, and support mental health for our department's personnel.



Project Budget & Description



Item #4.



Main Budget (one-time investment) = \$10,000



Yearly Budget (after initial cost to include food, vet, equipment) = \$4,000

- One (1) Canine donated to FPPD by Hurricane Creek K-9 Kennel.....\$0
- Outfit of One (1) Chevy Silverado to accommodate K-9 donated by the GA Police Canine Foundation.....\$0
- One (1) Heat Alarm for Chevy Silverado donated by the GA Police Canine Foundation.....\$0
- Training & Certification Program for K-9 & Handler.....\$10,000
- Yearly Estimated Budget for K-9 after initial cost to include food and veterinary visits.....\$4,000

Project Timeline



Timeline 01

Approval of Item #4.
Ignitable Liquid
Detection K-9
project proposal:
April 15th, 2024,
Council Meeting.



Timeline 02

One (1) fully
trained canine:
Immediate or
delay (3-9
months).



Timeline 03

K-9 Handler
training and
certification
(12 weeks).

Thank You!



Potential Recruit: Alli

Item #4.



#OneForestPark



iarmstrong@forestparkga.gov



www.forestparkga.gov/fire



404-825-3586

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RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AUTHORIZE THE FIRE AND EMS DEPARTMENT TO ESTABLISH AN IGNITABLE LIQUID DETECTION CANINE PROGRAM.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Fire and EMS Department desires to procure one (1) fully trained ignitable liquid detection (ILD) canine from Hurricane Creek K-9 Kennel to establish an ILD canine program, including the training and certification of a first responder as ILD canine handler; and

WHEREAS, the Department would utilize the canine to detect accelerants in fire investigations, enhance arson awareness, provide public education, and serve as an in-house emotional support animal for its first responders; and

WHEREAS, the establishment of an ILD Canine Program will benefit the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The Fire and EMS Department is hereby authorized to establish the ILD Canine Program as presented to Council on May 6, 2024.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

5. Council Discussion and Approval of the Purchase of a Life Pak 15 v4 Monitor/Defibrillator for rescue truck-Fire and EMS Department

Background/History:

The Forest Park Fire Department needs to purchase a Life Pak 15 V4 Monitor and defibrillator for our Rescue Truck. (This will include battery chargers, hoses, amps, a case, ProCare, and a Wi-Fi Gateway.)

The vendor who supplies this product is Stryker Medical. A service contract is currently in place with Stryker.

Due to the cost of this purchase, we are seeking approval from the Council to make the purchase.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: PURCHASE OF LIFE PAK 15 V4 MONITOR/DEFIB FOR RESCUE TRUCK

Submitted By: FIRE AND EMS

Date Submitted: APRIL 29, 2024

Work Session Date: MAY 6, 2024

Council Meeting Date: MAY 6, 2024

The Forest Park Fire Department needs to purchase a Life Pak 15 V4 Monitor & Defibrillator for our Rescue Truck. (This will include battery chargers, hoses, amps, case, ProCare and Wi-Fi Gateway)

The vendor who supplies this product is Stryker Medical. There is currently a service contract in place with Stryker.

Due to the cost of this purchase, we are seeking approval from Council to purchase.

Cost: \$ 59,600.43 **Budgeted for:** Yes No

Financial Impact: 100-60-3610-53-1137 (Rescue Truck Equipment)

Action Requested from Council: Approval to purchase



Forest Park Fire EMS LP15 NO Trade-In (1) 3.18.24

Quote Number: 10864781

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FOREST PARK FIRE AND EMS

Rep: Taylor Riggs

Attn:

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Quote Date: 03/18/2024

Expiration Date: 06/16/2024

Contract Start: 03/18/2024

Contract End: 03/17/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	FOREST PARK FIRE AND EMS	Name:	FOREST PARK FIRE AND EMS	Name:	CITY OF FOREST PARK
Account #:	20135455	Account #:	20135455	Account #:	20120624
Address:	4539 JONESBORO RD FOREST PARK Georgia 30297-3542	Address:	4539 JONESBORO RD FOREST PARK Georgia 30297-3542	Address:	745 FOREST PKWY FOREST PARK Georgia 30297-2209

Equipment Products:

#	Product	Description	U/M	Qty	Sell Price	Total
1.0	99577-001957	LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order	PCE	1	\$40,974.35	\$40,974.35
2.0	41577-000288	LP15 ACCRY SHIPKIT, AHA, S	PCE	1	\$0.00	\$0.00
3.0	11577-000004	Station Battery Charger - For the LP15	PCE	1	\$1,652.95	\$1,652.95
4.0	21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	PCE	4	\$405.60	\$1,622.40
5.0	21300-008159	LIFEPAK 15 NIBP Straight Hose, 6'	PCE	1	\$61.75	\$61.75
6.0	11160-000019	NIBP Cuff-Reusable, Adult X Large	PCE	1	\$43.55	\$43.55
7.0	11160-000017	NIBP Cuff -Reusable, Large Adult	PCE	1	\$30.55	\$30.55
8.0	11160-000013	NIBP Cuff-Reusable, Child	PCE	1	\$22.10	\$22.10
9.0	11160-000011	NIBP Cuff-Reusable, Infant	PCE	1	\$19.50	\$19.50
10.0	11220-000028	LIFEPAK 15 Carry case top pouch	PCE	1	\$52.00	\$52.00
11.0	11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	PCE	1	\$289.25	\$289.25
12.0	11260-000039	LIFEPAK 15 Carry case back pouch	PCE	1	\$74.10	\$74.10
13.0	11577-000001	LIFEPAK 15 Shoulder strap	PCE	1	\$0.00	\$0.00
14.0	11240-000032	Strip chart recorder paper, 100mm, 2 rolls/pkg	PK	1	\$18.85	\$18.85



Forest Park Fire EMS LP15 NO Trade-In (1) 3.18.24

Quote Number: 10864781

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FOREST PARK FIRE AND EMS

Rep: Taylor Riggs

Attn:

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Quote Date: 03/18/2024

Expiration Date: 06/16/2024

Contract Start: 03/18/2024

Contract End: 03/17/2025

#	Product	Description	U/M	Qty	Sell Price	Total
15.0	11996-000091	Electrode EDGE QUIK-COMBO Adult	PCE	3	\$31.20	\$93.60
16.0	11996-000093	Electrode EDGE QUIK-COMBO pediatric RTS	PCE	3	\$37.70	\$113.10
17.0	11996-000519	LNCS-II rainbow DCI 8? SpCO, Adult Reusable Sensor	PCE	1	\$558.35	\$558.35
18.0	11996-000520	LNCS-II rainbow DCIP 8? SpCO, Pediatric Reusable Sensor	PCE	1	\$614.25	\$614.25
19.0	11996-000543	EMS RD Rainbow SET MD20-04', 20-pin mini-D rectangular connector, 4ft.	PCE	1	\$218.40	\$218.40
21.0	11140-000015	AC power cord	PCE	1	\$70.20	\$70.20
22.0	11140-000098	LP15 AC Power Adapter (power cord not included)	PCE	1	\$1,450.15	\$1,450.15
Equipment Total:						\$47,979.40

ProCare Products:

#	Product	Description	Qty	Sell Price	Total
23.1	LIFEPAK-FLD-PROCARE	Lifepak 15 for LIFEPAK 15 V4 Monitor/Defib - Manual & AED, Trending, Noninvasive Pacing, SpO2, SpCO, NIBP, 12-Lead ECG, EtCO2, BT. Incl at N/C: 2 pr QC Electrodes (11996-000091) & 1 Test Load (21330-001365) per device, 1 Svc Manual CD (26500-003612) per order 02/07/2024 - 02/06/2029 Parts Labor Invtl - Powerbase Maintenance - Business Service	1	\$9,918.00	\$9,918.00
ProCare Total:					\$9,918.00

Data Solutions:

#	Product	Description	Qty	Sell Price	Total
20.0	21996-000109	Titan III WiFi Gateway	1	\$996.00	\$996.00
Data Solutions Total:					\$996.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$707.03



Forest Park Fire EMS LP15 NO Trade-In (1) 3.18.24

Quote Number: 10864781

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: FOREST PARK FIRE AND EMS

Rep: Taylor Riggs

Attn:

Email: taylor.riggs@stryker.com

Phone Number: (334) 752-2047

Mobile: (334) 752-2047

Quote Date: 03/18/2024

Expiration Date: 06/16/2024

Contract Start: 03/18/2024

Contract End: 03/17/2025

Grand Total: \$59,600.43

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

Sales Rep Name: Laura Persons
 ProCare Service Rep: Dean Morse

3800 E. Centre Ave
 Portage, MI 49009

Date: 10/10/2022
 ID #: 221006100404

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num: 1064617	Name: Drew Gelmini
Shipping Acct Num: 1064617	Title: EMS Coordinator
Account Name: Forest Park Fire	Phone: 770.851.9891
Account Address: 785 Linda Way	Email: agemini@forestparkga.gov
City, State Zip: Forest Park, GA 30297	

PROCARE COVERAGE

Item No.	Model Number	Model Description	Serial Number	ProCare Program	Qty	Yrs			Total
1	LP15	LifePak 15	39258782	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
2	LP15	LifePak 15	39263613	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
3	LP15	LifePak 15	39263617	LP15 Prevent Onsite	1	1	End 10/31/2023		\$2,099.00
4	LP15	LifePak 15	49371387	LP15 Prevent Onsite	1	5			\$10,495.00
5	LP15	LifePak 15	49371418	LP15 Prevent Onsite	1	5			\$10,495.00
6	LP15	LifePak 15	49371998	LP15 Prevent Onsite	1	5			\$10,495.00
7	LUCAS	LUCAS	3015F114	LUCAS Prevent Onsite	1	1	End 10/31/2023		\$1,637.00
8	LUCAS	LUCAS	3522B219	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
9	LUCAS	LUCAS	3522B220	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
10	LUCAS	LUCAS	3522CB80	LUCAS Prevent Onsite	1	4.1	Start 9/30/2023		\$6,968.00
11	6390	Power-LOAD	2106012400059	EMS Prevent	1	5			\$10,095.00
12	6390	Power-LOAD	2106012400060	EMS Prevent	1	5			\$10,095.00
13	6390	Power-LOAD	2102012400031	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
14	6390	Power-LOAD	2102012400105	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
15	6390	Power-LOAD	2102012400292	EMS Prevent	1	2.8	Start 3/9/2025		\$5,384.00
16	6506	Power Cots	2106003502271	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
17	6506	Power Cots	2106003502272	EMS Prevent	1	4.3	Start 7/12/2023		\$7,223.90
18	6506	Power Cots	2104003500879	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
19	6506	Power Cots	2104003500880	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50
20	6506	Power Cots	2104003500881	EMS Prevent	1	1.6	Start 5/4/2026		\$2,305.50

PROGRAM INCLUDES:

EMS Prevent:
 *Includes parts, labor, travel
 *Includes 1 annual PM inspection
 *Includes unscheduled service
 *Includes battery replacement
 *Includes product equipment checklists.
 *Replacement parts do not include mattresses, and other Disposable or expendable parts.

LUCAS Prevent Onsite:
 ProCare LUCAS Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

LP15 Prevent Onsite:
 ProCare LIFEPAK 15 Prevent Service: Annual onsite preventive maintenance inspection and unlimited repairs including parts, labor and travel with battery coverage

Unless otherwise stated on contract, payment is expected upfront.	Annual Payments \$23,580.58	ProCare Total Discount	\$118,029.30
	See below for complete payment schedule	FINAL TOTAL	\$94,423.44

Start Date: 11/1/2022
 End Date: 10/31/2027

Stryker Signature _____ Date _____
 Customer Signature *[Signature]* Date *10/27/2022*

The Terms and Conditions of this quote and any subsequent purchase order of the Customer are governed by the Terms and Conditions located at <https://techweb.stryker.com>
 The terms and conditions referenced in the immediately preceding sentence do not apply where Customer and Stryker are parties to a Master Service Agreement.

Purchase Order Number

This is not an invoice. A physical invoice will be mailed.
 Remit payment to: P.O. Box 93308 Chicago, IL 60673-3308

COMMENTS:
 Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com.
 All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure.
 **Quote pricing valid for 30 days.

PAYMENT SCHEDULE

<u>Date</u>	<u>Payment</u>	<u>Int Paid</u>	<u>Prin. Remaining</u>	<u>Balance</u>
Starting Balance				\$ 117,902.88
11/1/2022	\$ 23,580.58	\$ -	\$ 94,322.30	\$ 94,322.30
11/1/2023	\$ 23,580.58	\$ -	\$ 70,741.73	\$ 70,741.73
11/1/2024	\$ 23,580.58	\$ -	\$ 47,161.15	\$ 47,161.15
11/1/2025	\$ 23,580.58	\$ -	\$ 23,580.58	\$ 23,580.58
11/1/2026	\$ 23,580.58	\$ -		\$ -

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP15	39258782	LP15 Prevent Onsite
2	LP15	39263613	LP15 Prevent Onsite
3	LP15	39263617	LP15 Prevent Onsite
4	LP15	49371387	LP15 Prevent Onsite
5	LP15	49371418	LP15 Prevent Onsite
6	LP15	49371998	LP15 Prevent Onsite
7	LUCAS	3015F114	LUCAS Prevent Onsite
8	LUCAS	3522BZ19	LUCAS Prevent Onsite
9	LUCAS	3522BZ20	LUCAS Prevent Onsite
10	LUCAS	3522CB80	LUCAS Prevent Onsite
11	6390	2106012400059	EMS Prevent
12	6390	2106012400060	EMS Prevent
13	6390	2102012400031	EMS Prevent
14	6390	2102012400105	EMS Prevent
15	6390	2102012400292	EMS Prevent
16	6506	2106003502271	EMS Prevent
17	6506	2106003502272	EMS Prevent
18	6506	2104003500879	EMS Prevent
19	6506	2104003500880	EMS Prevent
20	6506	2104003500881	EMS Prevent



Purchase Order Form

Account Manager _____
Cell Phone _____

Purchase Order Date _____
Expected Delivery Date _____
Stryker Quote Number 221006100403

Check box if Billing same as Shipping

BILL TO		CUSTOMER #
Billing Account Num	1064617	
Company Name		
Contact or Department		
Street Address		
Add'l Address Line		
City, ST ZIP		
Phone		

SHIP TO		CUSTOMER #
Shipping Account Num	1064617	
Company Name	Forest Park Fire	
Contact or Department	Drew Gelmini	
Street Address	785 Linda Way	
Add'l Address Line		
City, ST ZIP	Forest Park, GA 30297	
Phone	770.851.9891	

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE <input type="text"/>	<input type="text"/>	<input type="text"/>

Accounts Payable Contact Information

Name _____
Email _____
Phone _____

Stryker Terms and Conditions
<https://techweb.stryker.com>

Authorized Customer Signature

Printed Name _____
Title _____
Signature _____
Date _____

Attachment Stryker Quote Number 221006100403

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK[®] 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users
- Transactional service (time and material) is available for non-contract customers
 - If a component has failed on your device, your local Sales Representative should be contacted for support
- Contractual service
 - Stryker will continue to offer contractual service on a yearly basis only
 - Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections
 - If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO PURCHASE A LIFE PAK AND DEFIBRILLATOR FROM STRYKER CORPORATION.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Fire and EMS Department needs to purchase a Life Pak 15 V4 Monitor and defibrillator for its Rescue Truck, including battery chargers, hoses, amps, a case, ProCare, and wifi gateway; and

WHEREAS, the purchase of this equipment will benefit the health, safety, and welfare of the citizens of Forest Park.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The quote from Stryker Corporation to purchase a Life Pak 15 V4 Monitor, defibrillator, and related accessories for the Fire and EMS Department’s Rescue Truck, as presented to City Council on May 6, 2024 is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

**6. Council Discussion and Approval of a Line Item Transfer Request in the amount of \$10,500-
Human Resources Department**

Background/History: The Human Resources Department has identified a need to adjust our budget allocation for the current fiscal year. Specifically, we are seeking approval to transfer funds for \$10,500 from line item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses). This proposed transfer is crucial for our department to effectively manage our expenses until the new fiscal year begins. By reallocating these funds, we will ensure the continuity of essential operations and uphold our commitment to efficient resource utilization.



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Council Discussion and Approval to Transfer Funds from one line item to another

Submitted By: Human Resources Department

Date Submitted: April 29, 2024

Work Session Date: May 6, 2024

Council Meeting Date: May 6, 2024

Background/History:

The Human Resources Department has identified a need to adjust our budget allocation for the current fiscal year. Specifically, we are seeking approval to transfer funds in the amount of \$10,500 from line-item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses).

This proposed transfer is crucial for our department to effectively manage our expenses until the new fiscal year begins. By reallocating these funds, we will ensure the continuity of essential operations and uphold our commitment to efficient resource utilization.

Cost: \$ 10,500

Budgeted for: Yes No

Financial Impact: No

Funds are available

Action Requested from Council:

My request is for Council to approve my request to transfer funds from 100-25-1540-52-3701 in the amount of \$10,500 to line item #100-25-1540-53-1105 General Department Expense.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO REALLOCATE CERTAIN FUNDS IN THE HUMAN RESOURCE DEPARTMENT’S FISCAL YEAR 2023-2024 BUDGET.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, in accordance with O.C.G.A. § 36-81-3, the City Council desires to amend its budget to adapt to changing governmental needs during its budget period; and

WHEREAS, the Human Resources Department desires to amend its budget and reallocate funds in the amount of \$10,500 from line item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses).

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The Human Resources Department’s budget is hereby amended by reallocating funds in the amount of \$10,500 from line item #100-25-1540-52-3701 (Training and Conference) to line item #100-25-1540-53-1105 (General Department Expenses).

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

7. Council Discussion and Approval to enter into a contract with NOVA for Building Inspection Services-Planning and Community Development Department

Background and Summary:

NOVA was selected by a competitive RFP process from qualified firms to provide building inspection and plan review services throughout the city that include inspecting residential and commercial buildings, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with applicable codes. Review building plans and conduct residential and commercial inspections of detailed drawings, design specifications, and construction plans.



CITY OF
FORESTPARK

City Council Agenda Item

Title of Agenda Item: Council Discussion and Approval to enter into a contract with NOVA for Building Inspection Services

Submitted By: James Shelby, Interim Director of PCD

Date Submitted: April 26, 2024

Work Session Date: April 26, 2024

Council Meeting Date: May 6, 2024

Background and Summary:

NOVA was selected by a competitive RFP process from qualified firms to provide building inspection and plan review services throughout the city that include inspecting residential and commercial buildings, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with applicable codes. Review building plans and conduct residential and commercial inspections of detailed drawings, design specifications, and construction plans.

Action Requested from Council:

Approval to enter into a contract with NOVA for Building Inspection Services

Cost: \$ N/A

Budgeted for: Yes No

Financial Impact: No Fiscal Impact to General Funds. Contractor is paid 58% of permit fees collected.

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AWARD A BUILDING INSPECTION AND PLAN REVIEW SERVICES CONTRACT TO NOVA ENGINEERING AND ENVIRONMENTAL LLC.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Planning and Community Development Department finds it necessary to retain a third-party to serve as the City’s building inspector; and

WHEREAS, the building inspector will be responsible for inspecting residential and commercial buildings, and other structures/sites in the process of construction, alteration, or repair to ensure compliance with applicable codes; and for reviewing building plans and conduct residential and commercial inspections of detailed drawings, design specifications, and construction plans.

WHEREAS, the City requested proposals from several vendors and the NOVA Engineering and Environmental LLC was the lowest and most responsible bidder.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The proposal from NOVA Engineering and Environmental LLC to provide building inspection and plan review services in exchange for payment of 58% of permit fees collected is hereby approved, subject to the execution of a written agreement reviewed by the City Attorney.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney



April 25, 2024

CITY OF FOREST PARK
DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT
 745 Forest Parkway
 Forest Park, Georgia 30297

Attention: Mr. James E. Shelby
 Project Manager

Subject: Contract for Building Inspection Services
CITY OF FOREST PARK RFP No. 021424
 Forest Park, Georgia
 NOVA Proposal Number 4124023

Dear Mr. Shelby:

NOVA ENGINEERING AND ENVIRONMENTAL, LLC (NOVA) received an email notice from you on April 24, 2024 that the City of Forest Park (the City) intends to accept our proposal referenced above for Building Inspection services on an annual contract. We are excited about this opportunity to serve the City and look forward to receiving formal approval from City Council on May 6, as you indicated.

At your request, we are providing you our standard Professional Services Agreement (PSA) to govern our work under this contract. Our proposal and the PSA together would serve as our contract. The PSA is attached to this letter for your review and signature.

Please contact us if you have any questions about the agreement or our proposal, or if the City desires another approach to formalizing this contract.

Again, we thank you for this opportunity to provide Building Inspection services for the City, and look forward to hearing from you on next steps.

Sincerely,

NOVA ENGINEERING AND ENVIRONMENTAL, LLC

J. Stephen Willenborg, PE
 Vice President of Operations

Susan Carpenter, CBO, MCP
 Municipal Services Business Unit Manager

Attachment: Professional Services Agreement (4 pages)



PROFESSIONAL SERVICES AGREEMENT

DATE: April 25, 2024	PROPOSAL NO.: 4124024
<u>PROJECT NAME AND ADDRESS</u> BUILDING INSPECTION SERVICES CITY OF FOREST PARK RFP No. 021424 Forest Park, Georgia Building Inspection Services	<u>CLIENT NAME AND ADDRESS</u> CITY OF FOREST PARK DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT 745 Forest Parkway Forest Park, GA 30297 Attention: James E. Shelby Phone: 404-366-4720 Email: jshelby@forestpark.ga.gov
NOVA will provide building code inspections for the City of Forest Park in accordance with our previously submitted proposal number 4124024 to Provide Building Inspection services, dated March 21, 2024. This was in response to the City of Forest Park RFP No. 021424. Nova understands our services will begin on or about May 15, 2024, with an initial contract duration of one (1) year, with the intention of establishing yearly renewals of this contract agreement.	

The attached General Terms and Conditions will govern during execution of this project. NOVA will invoice monthly and our payment terms are net 30 days. This proposal is valid for 90 days. If this proposal is acceptable, please sign and return this Professional Service Agreement via email to scarpenter@usanova.com.

AUTHORIZED BY:	INVOICE TO:
Signature	Firm
Name	Name
Title	Address
Date	Fed Tax ID
	Email Address

1. SCOPE OF WORK

NOVA Engineering and Environmental LLC (NOVA) shall perform the services limited to and specifically defined in this Agreement (including any Project Specific condition attached hereto) and shall invoice the Client in accordance with the compensation section of this Agreement. Any estimate of cost to the Client as stated in this Agreement or any of the accompanying schedules shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this Agreement). NOVA will provide additional services under this Agreement as requested by the Client in writing subject to acceptance by NOVA. Client will be invoiced for additional services at NOVA's standard rates or as mutually agreed upon, including but not limited to, re-reviews, re-inspections, re-tests, stand-by time, scope changes, services outside normal business hours or services provided beyond the estimated project duration. To the extent these General Terms and Conditions are part of a proposal for services, the proposal shall be valid for ninety (90) days unless otherwise stated. Once a proposal is accepted, these General Terms and Conditions shall apply to all services performed and shall survive any termination of the Agreement or completion of services.

Notwithstanding any other provision of this Agreement or any other agreement entered into by NOVA with respect to the Project, NOVA shall not have control or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, for safety precautions and programs in connection with work or activities at the project site, for the acts or omissions of any contractor, subcontractors or any other persons performing any work or undertaking any activities at the project site, or for the failure of any of them to carry out any work or perform their activities in accordance with their contractual obligations, including, but not limited to, the requirements of any drawings, specifications or other documents prepared by NOVA (if any).

The review of contractor submittals (for example, shop drawings or project samples) is not included in NOVA's Scope of Services unless specifically set forth in this Agreement. If such services are to be provided, the review is conducted only for the limited purpose of checking for conformance with information given and the design concept expressed in the construction drawings and specifications prepared by NOVA (or by others if so set forth in the Agreement) and is not conducted for the purpose of determining the accuracy and completeness of details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor, all of which remain the responsibility of the contractor to the extent required by its contract. NOVA's review shall not constitute approval of safety precautions or of construction means, methods, techniques, sequences, or procedures. NOVA's approval of a specific item shall not indicate approval of an assembly of which the item is a component. When professional certification of performance characteristics of materials, systems or equipment is required by the drawings, specifications and other documents applicable to the contractor's obligations, NOVA shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the drawings, specifications and other documents prepared by NOVA.

Neither site visits for any purpose nor the observation by NOVA of any contractor's work are included in NOVA's scope of services unless specifically set forth in this Agreement. If NOVA is engaged to visit the site and conduct observations of a contractor's work, NOVA shall provide such services at the intervals agreed with Client in writing (or if no such interval is agreed upon in writing, then at such intervals as NOVA deems appropriate given any budgetary constraints imposed by Client), subject to any limitations on the number of such visits set forth in this Agreement. The general purpose of such observations is to become generally familiar with the progress and quality of the construction work as described in the drawings, specifications or other documents specifically identified in this Agreement and to determine, in general, if such construction work is proceeding in accordance with such drawings, specifications or other identified documents. NOVA shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such construction work. On the basis of such on-site observations as an engineer, NOVA shall keep Client informed of the progress and quality of such construction work and shall endeavor to guard the Client against defects and deficiencies in such work of contractor.

2. RIGHT OF ENTRY

The Client, at its sole cost and expense, will provide for reasonable right of entry of NOVA personnel to perform the scope of work and all necessary equipment to the project site or sites, in order to complete the work.

Rev. 10-2016 (Exc. FL)

3. INVOICES

NOVA will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the Agreement. NOVA shall furnish insurance certificates, lien waivers, affidavits or other reasonably available documents as and when requested by Client provided all amounts due to NOVA have been paid.

Payment is due within thirty (30) days after the receipt of invoice. Interest charges will start to accrue forty-five (45) days from the invoice date. Client agrees to pay an interest charge equal to the lesser of one and one-half percent (1½%) per month, or the maximum rate allowed by law, on past due accounts. NOVA shall be entitled to recover any and all costs incurred, including attorneys' fees ("Collection Costs") in connection with its efforts to collect past due sums. The minimum amount of such Collection Costs is agreed to be the lesser of (1) ten percent (10%) of the past due amount or (2) the maximum amount allowed by law. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client. The Client agrees to pay NOVA for its services in accordance with this Agreement, regardless of whether or not he has been paid by his client.

In the event that the Client disputes any items billed in an invoice, the Client shall notify NOVA within ten (10) days specifying the complaint and, in the meantime, all amounts to which there is not a reasonable and good faith dispute to payment shall be paid promptly. Any dispute not raised within such ten (10) day period is waived. The Client's failure to make timely payment due under this Agreement in accordance with the terms of this Agreement shall constitute a material breach of this Agreement and NOVA shall be entitled, upon seven (7) days written notice to Client to terminate this Agreement or, at its option, suspend its performance until all sums then due under this Agreement have been paid.

If NOVA is called upon by Client, or subpoenaed by any other person, to testify or produce records in an action at law, equity, arbitration, or in a pre-trial hearing or conference, as to any work performed by anyone in connection with the Project, NOVA shall be paid by the Client for all time spent while testifying and preparing therefor and producing such records in accordance with the rates set forth in the attached Agreement.

4. SAFETY

NOVA is only responsible for the safety on site of its own employees and subcontractors. However, this shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of NOVA, nor the presence of NOVA's employees and subcontractors shall be construed to imply NOVA has any responsibility for job safety or any activities on site performed by personnel other than NOVA's employees or subcontractor.

5. STANDARD OF CARE

Service performed by NOVA under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the location where the services are to be performed ("Standard of Care").

Notwithstanding anything in this Agreement to the contrary, NOVA shall only be liable to pay damages to Client arising out of or in connection with the Services or this Agreement, to the extent that such damages are caused by, and are in proportion to, the negligence of, or breach of the Standard of Care by, NOVA. If NOVA is considered to be liable jointly with any third parties, the portion of damages payable by NOVA shall be limited to the portion of liability which is attributable to NOVA's breach of the Standard of Care on a comparative fault basis. Client acknowledges that NOVA's services will be rendered without any warranty, express or implied and all such warranties are expressly waived by Client. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party, including the project owner (if not the Client) and any contractor, subcontractor, vendor or material supplier, against either the Client or NOVA.

6. INSURANCE & GENERAL LIABILITY

NOVA represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that NOVA has such coverage under public liability and property damage insurance policies which NOVA deems to be adequate and in line with other professional service firms currently practicing under similar conditions. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Additional insurance, if requested in writing by Client prior to commencement of services, will be obtained by NOVA, if procurable, and charged to the Client.

The Client shall cause any contractor responsible for the construction of work (or related activities) designed, specified or reviewed by NOVA or responsible for any other activities relating to NOVA's services, to hold harmless, indemnify and defend NOVA, to the fullest extent permitted by law, from and against any and all damages, liabilities, claims, suits, costs and expenses (including reasonable attorney's fees and other costs of investigation and defense) arising in connection with the negligence, breach of contract or strict liability of any contractor or any of their subcontractors or any of their vendors. Client shall also name, and cause such contractor(s) to name, NOVA as additional insureds on its and each such contractor's Commercial General Liability insurance policy and Umbrella/Excess liability insurance policy (with policy limits at the greater of the limits required for the Project or Five Million Dollars per occurrence and in the per project aggregate) and to maintain such coverage until the completion of its contract and to provide NOVA with a Certificate of Insurance so naming NOVA as an additional insured on an annual basis for so long as Client and/or contractor maintains or is obligated to maintain such coverage.

7. DISPUTES

All claims, disputes, controversies or matters in question arising out of, or relating to, this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, (collectively "Disputes") shall be governed by Georgia law and shall be submitted to non-binding mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any dispute, Client and NOVA shall select a neutral mediator by mutual agreement. If a Dispute cannot be settled through mediation as set forth above, then such Dispute, if involving amounts less than \$100,000, shall be decided by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree following termination of mediation. Notwithstanding any other provisions of this Section, in no event shall a demand for mediation be made, or any other proceeding initiated, more than two (2) years from the date the party making demand knew or should have known of the dispute or five (5) years from the date of substantial completion of Nova's Services, whichever date shall occur earlier. All mediation, arbitration, or litigation shall take place in Cobb County, Georgia, unless the parties agree otherwise. The fees of the mediator or arbitrator(s) and the costs of transcription and other costs incurred by the mediator or arbitrator(s) shall be apportioned equally between the parties. Thereafter, with respect to any Disputes involving amounts equal to or greater than \$100,000, if any legal action or other proceeding is brought with respect to such Dispute, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, costs and expenses, incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

8. DELAYS IN WORK

In no event, will NOVA will be responsible for delays in the work which is beyond our reasonable control or caused by Client or its agents, consultants, contractors or subcontractors. Stand-by or non-productive time for delays in our work caused by Client or its agents, consultants, contractors or subcontractors may be charged to the Client unless provided for as a separate item in the Agreement or otherwise as mutually agreed upon.

9. TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In all events of termination, NOVA shall be paid for services performed up to and through the date of termination plus reasonable expenses to demobilize. In the event of termination, or suspension for more than three (3) months, NOVA shall, at its option, be permitted to terminate this Agreement upon seven (7) days written notice to Client. Further, if said termination is prior to NOVA's completion of all reports contemplated by this Agreement, NOVA may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of NOVA in completing such analyses, records, and reports and shall be due and payable by Client promptly upon invoice from NOVA, together with all reasonable termination costs and expenses.

10. ASSIGNS

This Agreement may not be assigned by either party without the prior written consent of the other party, provided, however, that NOVA may assign this Agreement in the case of sale of all or substantially all of its assets or equity. To the extent consent is required it shall not be unreasonably withheld.

11. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by NOVA, as instruments of service, shall remain the property of NOVA and shall retain all common law, statutory and other reserved rights, including copyrights ("NOVA Documents"). Contingent on the Client's full and timely payment of all sums due under this Agreement, NOVA grants Client a non-exclusive license to use the final and complete versions of the NOVA Documents solely and exclusively for purposes set forth in this Agreement. The forgoing license does not extend to any CADD files or 3D model created by NOVA, unless expressly set forth herein. If NOVA Documents are prepared "for construction", the license granted in the preceding sentences of this Paragraph permits the Client to authorize the contractor and subcontractors, and material or equipment suppliers to reproduce applicable portions of NOVA Documents solely and exclusively for use in performing their services or construction for the Project. NOVA Documents shall only be used for their intended purpose. NOVA Documents are not to be used on other projects, for alternations, extensions or additions to this Project or for completion of this Project by others, except by agreement in writing and with appropriate compensation to NOVA. If Client is granted a license with respect to any CADD files or 3D models, Client agrees to be bound to the terms of the NOVA License for Use of Electronic Files and 3D Models. Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever. NOVA will retain all pertinent records relating to the services performed for a period of three (3) years following submission of the report, during which period the records will be made available to the Client at all reasonable times and an administrative fee may be charged to the Client for retrieval and reproduction of such records.

12. FAILURE TO FOLLOW RECOMMENDATIONS

NOVA will not be held liable for problems that may occur if NOVA's recommendations are not followed.

13. LIMITATION OF LIABILITY

Client agrees that the work created pursuant to this Agreement is for the sole and exclusive use of Client and is not for the benefit of any third parties. Client acknowledges and agrees that in no event shall the liability of NOVA in connection with this Agreement or the services provided pursuant thereto exceed the fee actually paid to and received by NOVA under this Agreement or \$100,000 whichever is greater. This Agreement and the services to be performed hereunder shall in no way be construed as a guarantee of deficient-free construction.

Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, neither NOVA nor Client shall be liable to the other party, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages, including without limitation any delays damages, loss of future revenue, income or profits or any diminution of value, financing costs or costs of lost opportunities relating to this Agreement, the services or the Project, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

14. INDEMNIFICATION

Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless NOVA, and its officers, directors, agents and employees and any of them (collectively, the "NOVA Parties") from all claims, actions, damages, liabilities, losses, costs and expenses, including reasonable attorney's fees and defense costs (collectively "Losses"), arising out of, or in any way connected with, the performance or nonperformance of NOVA's obligations under this Agreement (including, without limitation, any act of negligence, omission or default by the NOVA Parties), up to an amount not to exceed the greater of \$100,000 or twelve times the amount of the fees charged for the services provided by NOVA in connection with this Agreement and the services hereunder. The parties agree that the foregoing amount of said indemnification bears a reasonable commercial relationship to the services provided by NOVA and that the indemnification provided herein is considered a part of the project specifications. Notwithstanding the foregoing, the NOVA Parties shall not be entitled to indemnification hereunder for any Losses resulting from the NOVA Parties'

NOVA Engineering and Environmental LLC
GENERAL TERMS AND CONDITIONS

Item #7.

gross negligence, or willful, wanton or intentional misconduct or for any statutory violation or punitive damages (except to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of Client or any of the Client's contractors, subcontractors, sub-subcontractors, materialmen or agents of any tier or their respective employees). Except as set forth in the preceding sentence, the NOVA Parties rights to indemnification shall include, without limitation, indemnification for any and all Losses which may be suffered by any NOVA Party as a result of any (i) failure of Client to follow or implement any of its recommendations, (ii) any breach by Client of its obligations under the Agreement, and (iii) exposure of NOVA's employees or agents to any hazardous materials at the jobsite.

Upon notice by the NOVA Parties, Client shall defend the NOVA Parties with counsel chosen by NOVA Parties, subject to the consent of Client, which consent shall not be unreasonably withheld. The parties agree that this duty to defend is separate and distinct from any indemnity obligation, and the duty shall extend to any claims asserted against the NOVA Parties arising out of or related to the project, regardless of whether Client is obligated to indemnify the NOVA Parties for the loss, claim, or damage.

15. HAZARDOUS MATERIALS

It is acknowledged by both parties that NOVA's scope of services does not include any services related to asbestos or hazardous or toxic materials unless specifically identified in our scope of services. In the event NOVA or any other party encounters asbestos or hazardous materials at the jobsite, or should it become known in any adjacent areas that may affect the performance of NOVA's services, NOVA may, without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultants or contractors to identify, abate and/or remove the asbestos, hazardous or toxic materials and warrant that the jobsite is in full compliance with applicable laws and regulations. In addition, the Client shall hold harmless, defend and indemnify NOVA Parties, from and against any and all Claims arising, in whole or in part, out of the discovery, presence, handling, removal or disposal of, or exposure of persons to, any hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB), bacteria, mold, fungi, lead based paints or other similar materials or other toxic substances, infectious materials, or contaminants.

16. SAMPLE DISPOSAL

Unless other arrangements are made, NOVA will dispose of all soil and rock samples remaining at the time of report completion. Further storage or transfer of samples can be arranged at Client's prior written request, subject to a reasonable charge by NOVA. Client acknowledges that contaminated drill cuttings, sample spoils, wash water, and other materials may be produced as a result of encountering hazardous materials at the site. In such event, NOVA shall properly contain, label, and store such materials on-site, and Client shall be responsible for its proper transportation and disposal.

17. AQUIFER CONTAMINATION

Client acknowledges that it is impossible for NOVA to know the exact composition of a site's subsurface, even after conducting a comprehensive exploratory program. As a result, there is a risk that drilling and sampling may result in contamination of certain subsurface areas. Although NOVA will take reasonable precautions in accordance with the Standard of Care to avoid such an occurrence, Client waives any claim against, and (without limiting the generality of Section 14 hereof) agrees to indemnify and hold harmless NOVA in accordance with the terms and conditions set forth in this Agreement from any claim or liability for injury or loss which may arise as a result of subsurface contamination caused by drilling, sampling, or monitoring well installation. Client also agrees to adequately compensate NOVA for any time spent and expenses incurred in defense of any such claim.

18. DEFINITIONS

As used herein, the following words and their derivative words or phrases have the meanings indicated, unless otherwise specified in the various sections of this Agreement.

AGREEMENT: means the Agreement between the parties, which shall describe and govern Client's engagement of NOVA to provide services in connection with the project or work identified in the proposal (Proposal), and consists of the Proposal, these General Terms and Conditions, and any exhibits or attachments referenced in any of these documents.

CERTIFY, CERTIFICATION: NOVA's opinion based on its observation of conditions, knowledge, information and beliefs. It is expressly understood such opinions relieve no other party of any responsibility or obligation he or she has accepted by contract or custom.

ESTIMATE: An opinion of probable cost for services made by NOVA. The accuracy of probable cost for services opinion cannot be guaranteed.

INSPECT, INSPECTION: The visual observation of certain aspects of construction to permit NOVA to render its professional opinion as to whether the contractor is performing the Work in a manner indicating that, when completed, the Work will be in general accordance with the approved documents. Such observations do not relieve any party from fulfillment of their customary and contractual responsibilities and obligations.

19. LIMITATION OF LIABILITY

It is intended by the parties to this Agreement that NOVA's services under this Agreement shall not subject NOVA's individual employees, officers, shareholders, managers, members or directors to any personal legal exposure for the risks associated with the services to be rendered on the project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against NOVA, a Delaware limited liability company, and not against any of NOVA's employees, shareholders, officers, managers, members or directors.

20. MISCELLANEOUS

AMENDMENT: This Agreement may be amended, modified or supplemented, but only in writing signed by each of the parties hereto.

WAIVERS: The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this Agreement shall be effective unless in writing and signed by the waiving party, and no waiver in any one or more instances shall be deemed to be a continuing waiver of any such condition or breach in other instance or a waiver of any other condition or breach of any other term.

SEVERABILITY: If any provision or sub-provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or sub-provisions contained herein shall not be affected thereby.

INTEGRATION: This Agreement represents the entire understanding and agreement among the parties with respect to the subject matter hereof, and supersedes all other negotiations, understandings and representations (if any) made by and among such parties.

SOVEREIGN IMMUNITY: In the event that the Client is a State, City, County or other municipal entity, then NOVA (and all NOVA Parties) shall for all purposes provided in this Agreement and otherwise be deemed an agent of the Client for purposes of sovereign immunity under State or local statutes and otherwise. Client shall fully cooperate, at its sole cost and expense, with NOVA and take all necessary and appropriate actions to qualify NOVA (and the NOVA Parties) for and defend its and their right of sovereign immunity as an agent of the Client for purposes of State or local law.

NOVA Employees: Client agrees not to recruit or hire any NOVA employee currently or previously working under this Agreement during the contract period or within twelve months of termination of the contract, either for themselves or any third party. In the event Client violates this clause, NOVA shall have the right of injunctive relief, and Client shall pay NOVA \$25,000 or 25% (percent) of the employee's current annual, base salary, whichever is greater, with payment being made within 15 days of NOVA's written notice to Client of said violation.

File Attachments for Item:

**8. Council Discussion and Approval of the Senior Center Floor Repairs in the amount of \$31,750-
Recreation and Leisure Department**

Background/History:

The Recreation and Leisure Department is looking to repair the damages to the floors of the Multipurpose Room in the Senior Center building and has received three (3) quotes from three contractors to complete the repairs. The quotes are as follows:

1. SmiFam LLC: \$34,139.60;
2. ATL Home Renovations, LLC: \$32,850.24;
3. Hopkins Renovation And Design: \$31,750

Based on the quotes provided, the decision has been made to go with Hopkins Renovation And Design, which provided the lowest amount, \$31,750.

City Council Agenda Item

Subject: Senior Center Floor Repairs – Recreation & Leisure Services Department

Submitted By: Tarik Maxwell

Date Submitted: April 27, 2024

Work Session Date: May 06, 2024

Council Meeting Date: May 06, 2024

Background/History:

We are looking to repair the damages to the floors of the Multipurpose Room in the Senior Center building. We have received three quotes to complete the repairs from three different contractors. The quotes are as follows:

SmiFam LLC: \$34,139.60

ATL Home Renovations, LLC: \$32,850.24

Hopkins Renovation And Design: \$31,750

Based on the quotes provided we have decided to go with Hopkins Renovation And Design who provided the lowest amount of \$31,750.

Cost: \$ 31,750

Budgeted for: X **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

We are requesting Council to approve Hopkins Renovation And Design to move forward with the repairs at \$31,750.

SmiFam LLCGeorgia
U.S.A**ESTIMATE**

EST-000215

Bill To
City of Forest Park

Estimate Date :

05 Apr 2024

Subject :

Flooring and Baseboard Demolition and Installation at Forest Park Senior Center (5087 Park Avenue, Forest Park, GA 30297)

#	Item & Description	Qty	Rate	Amount
1	Shuffleboard Room - Demo and dispose of existing engineered wood flooring - prep sub floor for new flooring installation (square feet)	640.00	2.95	1,888.00
2	Large Room - Demo and dispose of existing engineered wood flooring - prep sub floor for new flooring installation (square feet)	2,414.00	0.55	1,327.70
3	Shuffleboard Room and Large Room - Install new engineered wood flooring - same or similar to existing wood flooring (square feet)	3,054.00	9.45	28,860.30
4	Demo and dispose of existing vinyl baseboards - prep surface for new vinyl baseboard installation (linear feet)	308.00	1.75	539.00
5	Install new vinyl baseboard - same or similar to existing vinyl baseboard (linear feet)	308.00	4.95	1,524.60
			Sub Total	34,139.60
			Total	\$34,139.60

Notes

Looking forward to your business.

Terms & Conditions

Price includes all required materials, equipment and labor.

ESTIMATE

ATL RENOVATIONS, LLC

Date: 4/1/2024

Invoice NO : 1759

BILL TO:

Forest Park
Senior Center
5087 Park Ave
Forest Park , GA

FROM:

ATL Home Renovations, LLC
218 Gunier Circle
Dawsonville, GA 30534
ferhighclass@gmail.com
678.270.8052

DESCRIPTION	TOTAL
Lifeproof Rigid core Luxury Vinyl Flooring Main room 2.286 sq.ft \$6400 tax \$512 (\$6912)	
Lifeproof Rigid Luxury Vinyl Flooring /Waterproof Shuffle Room 646 sq.ft \$3200 tax \$256 (\$3456)	
Floor Removal \$3600/ Installation \$13,167 (4.50sq,ft)	
Underlayment Main \$1920.00 / Shuffle room \$733 tax 212.24 (\$2865.24) Roppe 700 series BASE Molding Both Room \$2700 /Glue \$150	
Total amount	\$32,850.24

NOTES

Estimate for Girad Getter

PAYMENT METHOD

Date

Thank you!

Signature



PROPOSAL

The following proposal is being revised April 9, 2024 for The City of Forest Park Senior Center

ASSESSMENT

We discussed doing an upgrade of the Senior Center Ballroom floor and the wood floor in the voting room. Ballroom is 2,485 sq ft. Voting room is 640 sq ft. Total is 3,125

We will be removing the existing flooring in both rooms

MATERIALS & SUPPLIES *will be purchased either directly from the client or online ordering. Detail list will be provided upon acceptance of proposal*

SUPPLY LIST

LVP @\$3.60/ sq ft= \$11,250

Threshold & Quarter round= \$200

Supply Total= \$11,450

LABOR BREAKDOWN

Install LVP @\$5/sq ft × 3,125sq ft= \$15,625

Floor removal @\$1.32 sq ft × 3,125sq ft=\$4,125

Travel/Hauling fee = \$550

Total Labor Cost = \$20,300

Total Job Cost = \$31,750

Deposit Amount =\$15,875

THE CLIENT AGREES TO ALLOW ME THE PURCHASE OF ALL MATERIALS NEEDED OTHER THAN THOSE NOTED

By signing you agree to accept this proposal and pay half of the total job cost 4 weeks prior to start date. This is to secure your time slot and purchase Supplies. Deposit is non-refundable.

Please note final payment is due upon completion of the job. If payment isn't received after 24hrs there will be 10% interest added per week

SIGNATURE OF CONSENT

_____.

City Of Forest Park Representative

_____.

Willie & Tasha Hopkins

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO AWARD A REPAIR CONTRACT TO HOPKINS RENOVATION AND DESIGN.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, the Recreation and Leisure Department finds it necessary to repair the damages to the floors of the Multipurpose Room in the Senior Center building; and

WHEREAS, state law does not require public works contracts valued at less than \$100,000 to be competitively solicited by sealed bids; and

WHEREAS, the City requested bids from several vendors and the Hopkins Renovation and Design bid was the lowest and most responsible bidder.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval of Vendor. The bid from Hopkins Renovation and Design for the repair work to the Senior Center’s Multipurpose Room in the amount of \$31,750 as presented to Council on May 6, 2024, is hereby approved, subject to the execution of a written agreement drafted by the City Attorney.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

File Attachments for Item:

9. Council Discussion and Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program-Recreation and Leisure

Background/History:

The Clayton County Public Schools has provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021. The renewal of this agreement will allow children in the community that heavily depended on school breakfast and lunch to eat during the school year the opportunity to receive meals throughout the summer break months.

City Council Agenda Item

Subject: Council Discussion on Approving an Agreement between COFP and Clayton County Public Schools for a Summer Food Service Program – Recreation & Leisure Services

Submitted By: Tarik Maxwell

Date Submitted: April 18, 2024

Work Session Date: May 6, 2024

Council Meeting Date: May 6, 2024

Background/History:

The Clayton County Public Schools has provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021. The renewal of this agreement will allow children in the community that heavily depended on school breakfast and lunch to eat during the school year the opportunity to receive meals throughout the summer break months.

Cost: \$ NA **Budgeted for:** _____ **Yes** _____ **No**

Financial Impact:

N/A

Action Requested from Council:

Requesting Council to approve and sign an agreement between Clayton County Public Schools and the City of Forest Park.



Nutrition Services

• 218-B Stockbridge Road • Jonesboro, GA 30236 • (678) 479-0171 • FAX (678)-479-0181 •

• www.clayton.k12.ga.us •

Dr. Anthony Smith
Superintendent

Audrey A. Hamilton
Nutrition Services Director

Partnership Agreement

between

**City of Forest Park
and
Clayton County Public Schools**

for the

SUMMER FOOD SERVICE PROGRAM

This Partnership Agreement (hereinafter the “Agreement”) is entered into between **CITY OF FOREST PARK**, (the “City”), and **CLAYTON COUNTY PUBLIC SCHOOLS**, through its Nutrition Services Department (“CCPS”).

The purpose of this Agreement is to memorialize a partnership between the entities noted above in connection with the Summer Food Service Program (the “Program”), in which children (18 years of age and under) in the community are provided free breakfast and lunch meals from June 3, 2024 through July 19, 2024 at the Forest Park Community Recreation Center.

Whereas, CCPS will be utilizing the ‘Seamless Summer Option’ (SSO) for its summer feeding program, which is funded and regulated by the United States Department of Agriculture (USDA) through the Georgia Department of Education; and

Whereas, the SSO allows CCPS to provide free summer meals in low-income areas during the traditional summer vacation periods; and

Whereas, under the SSO, CCPS is required to follow meal patterns described in 7 CFR 210.10 and 7 CFR 220.8; and

***“Fueling Student Achievement through Proper Nutrition ”
This Institution is an Equal Opportunity Provider***

Whereas, CCPS can sponsor non-school sites operated by other non-profit organizations and sites may include parks, recreation centers, libraries, mobile feeding sites and other indoor and outdoor locations; and

Whereas, the Nutrition Services Department of CCPS has agreed to serve as a sponsor for the City of Forest Park, whereby the Nutrition Services Department will utilize the Forest Park Community Recreation Center as a feeding site for the SSO, and the city has agreed to allow CCPS to serve its constituents in such capacity.

Listed below are the roles and responsibilities as agreed upon by each of the named entities:

Clayton County Public Schools agrees to:

- Serve as a sponsor for the City of Forest Park whereby the Nutrition Services Department will utilize the Forest Park Community Recreation Center as a feeding site for the SSO.
- Serve meals to all needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private nonprofit school program for the mentally or physically disabled).
- Serve breakfast meals from 8:00 a.m. to 8:30 a.m. and lunch meals from 11:00 a.m. – 12:00 p.m. that meet the minimum meal pattern requirements daily.
- Provide adequate supervision of the actual meal service.
- Ensure program compliance with all district, state and federal regulations.

City of Forest Park agrees to:

- Pick up breakfast and lunch meals from a designated CCPS site within 30mins of meals service
- Allow children 18 years of age and under, as well as those persons 19 years of age and over who meet the State of Georgia agency’s definition of mentally or physically disabled, from the community to participate in the Program during the time periods indicated above.
- Provide adequate supervision of the facility during the meal service.
- Maintain and submit such reports and records that CCPS requires.
- Report any other problems regarding the meal services.

Amendment of Agreement

This agreement cannot be changed or modified except by a written instrument executed and signed by all parties hereto.

Assignment/Subcontracting Clause

Each of the parties hereto shall ensure that all of its assignees or subcontractors, if any, comply with the terms of this Agreement.

***“Fueling Student Achievement through Proper Nutrition”
This Institution is an Equal Opportunity Provider***

Entire Agreement

This Agreement represents the entire understanding of the parties regarding the Program and it supersedes any previous documents, correspondence, conversations or other oral or written understanding of the parties.

Choice of Law and Jurisdiction for Disputes

This Agreement shall be governed by and construed under the laws of the State of Georgia without regard to its choice of law rules.

Independent Parties

The parties hereto are independent, contracting entities, and neither is authorized to act as an agent, employee, or legal representative of the other. Neither party nor its respective employees shall be considered employees of the other. The method and manner of performance of the food service shall be under the exclusive control of CCPS.

Dr. Anthony Smith
Dr. Anthony Smith
Superintendent of Schools
Clayton County Public Schools

4/18/2024 | 10:31:45 AM EDT
Date

Angelyne Butler, MPA
Mayor
City of Forest Park

Date

Ricky L. Clark Jr.
City Manager
City of Forest Park

Date

***“Fueling Student Achievement through Proper Nutrition”
This Institution is an Equal Opportunity Provider***

RESOLUTION NO. 2024-_____

A RESOLUTION BY COUNCILMEMBERS KIMBERLY JAMES, DABOUZE ANTOINE, HECTOR GUTIERREZ, LATRESA AKINS-WELLS, AND ALLAN MEARS TO ENTER INTO PARTNERSHIP AGREEMENT WITH CLAYTON COUNTY PUBLIC SCHOOLS FOR ITS SUMMER FOOD SERVICE PROGRAM.

WHEREAS, the City of Forest Park (“City”) is a municipal corporation duly organized and existing under the laws of the State of Georgia and is charged with being fiscally responsible concerning the use and expenditure of all public funds; and

WHEREAS, Clayton County Public Schools (“School System”) has provided free breakfast and lunch meals from June through July to children (18 years of age and under) at the Forest Park Community Recreation Center since 2021 (“Food Service Program”); and

WHEREAS, the Food Service Program allows children in the community that heavily depend on school breakfast and lunch during the school year the opportunity to receive meals throughout the summer break month; and

WHEREAS, the Food Service Program does not require the City to expend any funds for its participation.

THEREFORE, THE CITY COUNCIL OF THE CITY OF FOREST PARK HEREBY RESOLVES:

SECTION 1. Approval. The Partnership Agreement with Clayton County Public Schools for its Summer Food Service Program as presented to Council on May 6, 2024 is hereby approved.

SECTION 2. Public Record. This document shall be maintained as a public record by the City Clerk and shall be accessible to the public during all normal business hours of the City of Forest Park.

SECTION 3. Authorization of Execution. The Mayor is hereby authorized to sign all documents necessary to effectuate this Resolution.

SECTION 4. Attestation. The City Clerk is authorized to execute, attest to, and seal any documents which may be necessary to effectuate this ordinance, subject to approval as to form by the City Attorney.

SECTION 5. Effective Date. This resolution shall become effective immediately upon its adoption by the Mayor and City Council of the City of Forest Park as provided in the City Charter.

[SIGNATURES ON FOLLOWING PAGE]

SO RESOLVED this 6th day of May, 2024.

Angelyne Butler, Mayor

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney