



## CITY COUNCIL WORK SESSION

Monday, June 06, 2022 at 6:00 PM  
Council Chambers and YouTube Livestream

### MISSION STATEMENT

It is the mission of the City of Forest Park to enhance, strengthen, and grow our city by collaborating with our community to provide the highest level of service. Striving to be recognized as a diverse community that values and respects all members. We will strive to provide fair, professional, and courteous service through transparency and open communication. As we work to achieve this mission, we will have integrity beyond reproach while employing fiscal discipline and innovation. In this work there are no praises and raises for mediocrity.

**Website:** [www.forestparkga.gov](http://www.forestparkga.gov)  
**YouTube:** <https://bit.ly/3c28p0A>  
**Phone Number:** (404) 366.1555

**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

Dr. Marc-Antonie Cooper, City Manager  
S. Diane White, City Clerk  
Mike Williams, City Attorney

## AGENDA

### VIRTUAL NOTICE

**DISCLAIMER:** For in-person attendance, all CDC requirements of Masks and Social Distancing is recommended.

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

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

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

**CALL TO ORDER/WELCOME:**

**ROLL CALL - CITY CLERK:**

**CITY MANAGER'S REPORT:** Dr. Marc-Antonie Cooper, City Manager

**COVID-19 UPDATE:** EMS Coordinator, Andrew Gelmini

**PRESENTATION(S):**

- 1. Council Review and Consideration of the Indoor Air Quality (IAQ) Initiative – Donation of Clean Air Purifiers – Chief Executive Office**

**Background/History:**

Following the guidelines of EPA's Clean Air in Buildings Challenge, the Indoor Air Quality (IAQ) Initiative sets forth to optimize indoor spaces and educate communities on the importance of better indoor air quality. The City Manager was contact by Ms. Felicia Davis, a Forest Park resident regarding the Timilon Corporation donating a number of air purifications systems to the city. The Timilon Corporation Sr. Vice President, George Negron sent to the city manager a grant award notification letter on behalf of the IAQ Initiative. This grant is to cover the full cost of installation of the EnvironKlenz Air Systems and indoor air quality monitors within the City of Forest Park Municipality Buildings and Senior Center. These systems have been installed within the classrooms of the Atlanta Public Schools. The City Manager is seeking council direction on accepting this grant with the understanding that on-going maintenance cost would be the responsibility of the city.

## **NEW BUSINESS:**

### **2. Council Discussion and Adoption of Short-Term Rental Ordinance – Legal**

#### **Background/History:**

It is proposed that the City adopt an ordinance regulating short-term rental properties that are marketed through companies like AIRBNB or VRBO. This is partially in response to recently adopted legislation which requires those properties to pay the local hotel-motel tax. The City is in receipt of tax proceeds for properties that it has no record of.

The proposed ordinance would require properties to provide appropriate information to the City in order for us to insure that tax receipts are properly accounted for. It also establishes certain requirements to insure that these properties do not become a nuisance to the City.

### **3. Council Discussion and Approval of Waste Pro Contract– Public Works**

#### **Background/History:**

Waste Pro was the top ranked bidder in the City's recent Request for Proposals for solid waste collection and disposal. Over the past several weeks, City Staff has been negotiating final terms of the contract. The final negotiated contract is attached. Among the key provisions are the following:

With the exception of recycling, the waste collection requirements are substantially similar to the services provided under our existing contract with Waste Management.

Waste Pro will be responsible for establishing an education program informing residents and businesses of all of the services to be provided under the contract.

There will still be four Clean Sweep events each year for residents .

Elderly and disabled residents will still be provided back door pick up if requested.

Waste Pro will be required to establish a dedicated customer service call center to receive complaints from customers. Complaint information, including efforts to resolve such complaints, must be shared with the City.

A key improvement from the existing contract is the introduction of liquidated damages. Section 6 establishes set fines for certain failures of Waste Pro to meet the service standards expected of it. The fines increase if the violations continue. For example, if Waste Pro fails to collect at a residence and does

not correct the problem by the next business day, \$150 is deducted from the City's bill for that month. The amount increases for each occurrence to \$300 if the failures continue per the terms of the contract.

A significant difference from the existing contract is that recycling services are no longer provided. There are a number of reasons for this: (a) the cost per ton for recycling is significantly higher than the cost per ton of regular waste; (b) the City's experience with recycling has been poor given the amount of contamination in the recycling bins resulting in the majority of what was meant for recycling being rejected and sent to the regular solid waste stream; and (c) the current market for recycling has made it cost-ineffective. A significant number of neighboring jurisdictions have also eliminated recycling. Until the market changes, the costs of recycling outweigh the benefits.

Staff believes this contract to be a significant improvement over our existing arrangement with Waste Management.

#### **4. Council Discussion and Approval of Waste Management Contract Extension– Public Works**

##### **Background/History:**

It is proposed that the City extend its existing contract with Waste Management for a period of 120 days to provide for an orderly transition to Waste Pro. The draft agreement provides for such extension. [ADD ADDITIONAL TERMS AS NEGOTIATED.]

#### **5. IGA (Inter-Governmental Agreement) Joint Crime Suppression Team – Police**

##### **Background/History:**

Based on violent crime rates increasing across our cities, a Joint Crime Suppression Team would be ideal to call upon when assistance is needed in our neighboring municipalities. This Task Force will provide consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.

#### **6. Council Discussion on Approving Courtware Software (JusticeONE) - Police**

##### **Background/History:**

We are requesting to switch from our current court solution, CentralSquare ONESolution IJS, to JusticeONE Courtware Solution.

There are numerous benefits to switching from CentralSquare ONESolution IJS to JusticeONE Courtware. JusticeOne Courtware will save the department time and increase our overall efficiency in processing citations, docket preparation, and all other municipal court duties. ONESolution IJS is antiquated, and it is extremely difficult to obtain software support from CentralSquare.

When using ONESolution IJS, the steps that we must take to complete the process from the initial citation entry to the disposal of the case is manual and time consuming. We have been experiencing issues with uploading the citations from CentralSquare RMS to IJS. For months, we've manually entered each citation into IJS. The process could take an entire day to complete. As of today, CentralSquare has not been able to identify the issue.

The JusticeOne Courtware solution will allow our department to perform in a more efficient and effective way to serve the citizens for Forest Park.

**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 Council meetings should notify the City Clerk's Office at least 24 hours prior to the meeting at 404-366-1555.

**File Attachments for Item:****1. Council Review and Consideration of the Indoor Air Quality (IAQ) Initiative – Donation of Clean Air Purifiers – Chief Executive Office****Background/History:**

Following the guidelines of EPA's Clean Air in Buildings Challenge, the Indoor Air Quality (IAQ) Initiative sets forth to optimize indoor spaces and educate communities on the importance of better indoor air quality. The City Manager was contact by Ms. Felicia Davis, a Forest Park resident regarding the Timilon Corporation donating a number of air purifications systems to the city. The Timilon Corporation Sr. Vice President, George Negron sent to the city manager a grant award notification letter on behalf of the IAQ Initiative. This grant is to cover the full cost of installation of the EnvironKlenz Air Systems and indoor air quality monitors within the City of Forest Park Municipality Buildings and Senior Center. These systems have been installed within the classrooms of the Atlanta Public Schools. The City Manager is seeking council direction on accepting this grant with the understanding that on-going maintenance cost would be the responsibility of the city.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Review and Consideration of the Indoor Air Quality (IAQ) Initiative –  
Donation of Clean Air Purifiers – Chief Executive Office

**Submitted By:** Dr. Marc-Antonie Cooper

**Date Submitted:** June 01, 2022

**Work Session Date:** June 06, 2022

**Council Meeting Date:** June 06, 2022

### Background/History:

Following the guidelines of EPA's Clean Air in Buildings Challenge, the Indoor Air Quality (IAQ) Initiative sets forth to optimize indoor spaces and educate communities on the importance of better indoor air quality. The City Manager was contact by Ms. Felicia Davis, a Forest Park resident regarding the Timilon Corporation donating a number of air purifications systems to the city. The Timilon Corporation Sr. Vice President, George Negron sent to the city manager a grant award notification letter on behalf of the IAQ Initiative. This grant is to cover the full cost of installation of the EnvironKlenz Air Systems and indoor air quality monitors within the City of Forest Park Municipality Buildings and Senior Center. These systems have been installed within the classrooms of the Atlanta Public Schools. The City Manager is seeking council direction on accepting this grant with the understanding that on-going maintenance cost would be the responsibility of the city.

**Cost: \$ 0**

**Budgeted for:** \_\_\_\_\_ **Yes**  **No**

**Financial Impact:**

N/A

**Action Requested from Council:**

Seeking City Council Direction

Timilon Corporation  
24301 Walden Center Dr  
Bonita Springs, Florida 33967

May 27<sup>th</sup>, 2022

Dr. Marc-Antonie Cooper  
City Manager  
745 Forest Parkway  
Forest Park, GA 30297

Dear Dr. Marc-Antonie Cooper,

It is with great pleasure I announce that on behalf of the IAQ Initiative, we will be providing you with a grant to cover the full installation of the EnviroKlenz Air Systems and indoor air quality monitors within the City of Forest Park Municipality Building and Senior Center. As Timilon has installed 5,000 EnviroKlenz Air Systems within classrooms of Atlanta Public Schools, we look forward to continuing our advocacy for better indoor air throughout your city by assisting you with the implementation of these ventilation improvements to elevate safety within your facility.

Following the guidelines of EPA's Clean Air in Buildings Challenge, the Indoor Air Quality (IAQ) Initiative sets forth to optimize indoor spaces and educate communities on the importance of better indoor air quality. Partnering with Timilon, an indoor air quality solutions company, the IAQ Initiative advocates for safer indoor air environments by working with community leaders to create clean air action plans that not only enhance filtration through indoor air quality improvements, but also promote community awareness and engagement. It is a true pleasure to work with community leaders like yourself as we expand our efforts into the Atlanta area, following our program's work in the DC, Maryland, and Virginia regions to assist countless community spaces in safely reopening through indoor air quality improvements.

I would like to formally accept your invitation to speak on Wednesday, June 1<sup>st</sup>, via zoom (link to be provided) and meet at your facilities on June 2<sup>nd</sup> at 2pm. During this time, we can present you with the grant approval and walk the facilities prior to set up.

I am also happy to speak at your city council meeting on June 6<sup>th</sup> to discuss our program in further details.

Sincerely,

George Negron  
Senior Vice President, Business Development  
Timilon Corporation

**Reference Links:**

IAQ Initiative Participant Survey & Observation Data:

<https://www.flipsnack.com/timilontechnology/iaq-initiative-data.html>

EnviroKlenz Air System Plus Spec Sheet:

<https://www.flipsnack.com/timilontechnology/enviroklenz-air-system-plus-1kf6mjpvx.html>

EnviroKlenz Air Systems in Atlanta Public Schools - video:

<https://vimeo.com/684340237>





**IAQ Initiative**  
Peace of Mind in Every Breath



**EnviroKlenz**

**TIMILON CORPORATION**  
239.205.8940  
custserv@timilon.com

# IAQ Initiative Grant Process

# Reduce the Risk of Airborne Virus and Contaminant Spread Through Optimized Ventilation

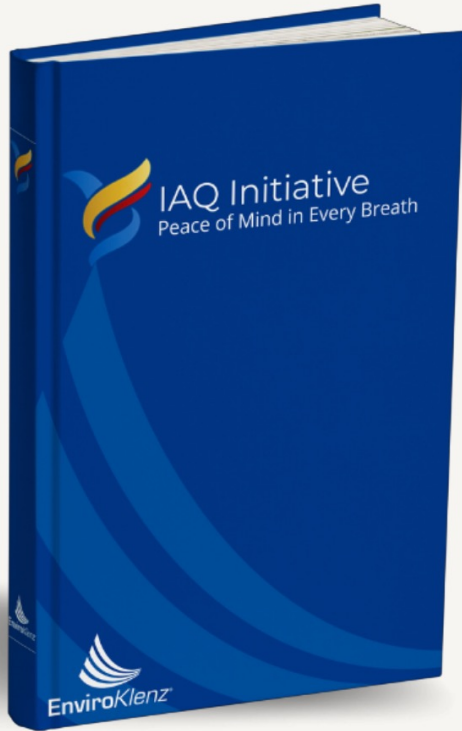
Item #1.

Following the guidelines of **EPA's Clean Air in Buildings Challenge**, Timilon, an indoor air quality solutions company partnered with the IAQ initiative to set forth and optimize in-door spaces and educate communities on the importance of better indoor air quality.

The IAQ initiative advocates for safer indoor air environments by working with community leaders to create clean air action plans that not only enhance filtration through indoor air quality improvements, but also promote community awareness and engagement



# IAQ Initiative Grant Requirements



- Applicant must produce state documents proving that it is a nonprofit organization functioning per state law.
- The Internal Revenue Service (IRS) must have sent the organization a ruling letter **indicating that it is a tax expert. It must be classified** under section 501(c), (d), or (e) under the Internal Revenue Code.
- Eligible established non-profits – (community spaces, day and summer camps, education, daycare, libraries, museums, zoos, religious institutions, homeless shelters, emergency medical, emergency public safety, or utilities)

# Grant Steps



- Grant-Preapproval Letter submitted to Grantee
- Grant agreement signed by grantee
- Online or Site Visit organized
- Clean air action plan created for facility.
- \*Indoor Air quality monitors set up .
- (Optimization of filtration using in room EnviroKlenz air systems portable devices
- Action plan for community awareness distributed to grantee

\*Subject to approval and availability

# Clean Air Action Plan

Item #1.

## Your Path to Clean Air



**Creating a Clean Air Action Plan to Improve Your Buildings Indoor Air Quality**



**Optimizing Air Filtration through In-Room Air Cleaning Devices**



**Developing an Action Plan for Community Awareness & Engagement**

- The Timilon team will coordinate a date and time to visit the facility. The process will normally take 1-2 hours depending on size and requirements.
- A physical inspection of the room sizes, occupancy levels, electrical outlets, and current mechanical and natural filtration equipment will be conducted.
- The Timilon team will provide a Clean Air Action Plan report within 48-72 hours of inspection, detailing the recommendations and timelines of the project.
- Once the Clean Air Action Plan report has been reviewed and accepted by the grantee, an appointment will be set to install equipment at the facility.

# Optimizing Air Filtration

- The Timilon field inspector will audit the room sizes and occupancy levels and determine with the stakeholders the amount of EnviroKlenz air systems suitable for the facility.
- Depending on the size/requirements of the project an installation crew will be assigned to install the EnviroKlenz portable air systems.
- The installation team will optimize the EnviroKlenz air systems to the proper air flow and speed setting. At this time a member from the facilities or building team can be present and trained on the use and best practices of operating the air systems. For smaller projects, a self-installation video will be provided with detailed instructions on best practice and optimizations. Installation time for each device vary between 5-10 minutes and no tools and/or additional equipment will be required



# Action plan for community awareness



Signage will be provided and placed on each air system and upon approval can be placed on the entrances and/or egresses of the facility.



Hand out literature will be provided to the facility that can be used to educate building occupants and staff for education on the in-room cleaning devices and enhanced filtration methods.



In person community events may be arranged to educate and spread awareness on the importance

## Benefits of your Clean Air Action Plan:

- Work alongside leading indoor air quality experts to assess and create a customized clean air plan for ventilation improvements to your space
- Implement indoor air quality improvements with ease through installation services provided by Timilon
- Encourage community awareness and engagement through provided educational materials that outline your indoor air quality improvements and their impact on airborne risk reduction
- Work with the Timilon team to locate grant funding to assist with implementing your ventilation improvements



Contact Us:  
239-330-9650  
IAQ@timilon.com



# Grantee Program Requirements

Item #1.

***By accepting your grant, we ask for your assistance with our mission is to help educate the public on the benefits of air purification to improve indoor air quality and fight against airborne contaminants, such as mold, pollen, bacteria, viruses, and Covid-19.***

- Once per quarter, one our IAQ Representative will contact you to complete a phone or online survey. The survey should not take longer than 15 minutes to complete.
- Once per quarter an indoor air quality report will be sent to your attention. The Timilon team will be available to answer any questions on the results or nature of the report.

## **Special considerations**

- We may request a written or recorded testimony of your experience with the air system and the IAQ initiative. Although, this is not a requirement, this will help the IAQ initiative with lobbying for government funds and for the raising of private funds to continue to support the work that we do to provide clean air to those in most need.
- We respect your privacy and the privacy of the visitors to your facilities. The IAQ imitative will not share any photos, media, technical data, or written reports without your prior consent.

# Proudly Served

Item #1.

## GOV AND MUNICIPALITY

- US Navy Dental Corp
- City of St. Paul Minnesota
- St. Paul Police Department
- St. Paul Fire Department
- Minnesota Fire Academy
- US Department of Corrections
- US Customs and Border Patrol
- US Special Forces
- National Holocaust Museum
- Federal and State Court Houses
- US Navy Production Facilities
- UNHCR Representation in Bangladesh
- Bureau of Finance
- Mendocino County District Attorney's Office
- Illinois District Courts Missouri District Courts
- Starz County Ambulance Services
- City of Jefferson County
- Wisconsin District Courts
- Indian Health Services
- Massachusetts District Courts
- US Conservation Society Social Security Service Center
- US Patent and Trademark Offices

## DOD

- SOCOM - Special Boat Team Twelve
- SOCOM - Stennis Space Center
- USS Carl Vinson
- USS Emory S Land
- USS George H W Bush
- USS Frank Cable AS-40
- LS2 (SW/AW) J. A. Clyde
- USS Abraham Lincoln CVN-72
- LS2(SW) Villahermosa, Linus
- USS Emory S. Land (AS-39)
- LSC (SW/AW) Butler, Dominic A.
- USS PEARL HARBOR (LSD 52)
- S-1 LCPO
- HM2 Martin, Daisy R.
- Health Services Dept.
- USS Portland LPD-27
- Bettis Lab
- Fluor Marine Propulsion
- Nuclear Power Training Unit - NPTU-Charleston

## SCHOOLS / K-12

- Chicago Public Schools District
- Washington DC Public Schools District
- Atlanta Public Schools District
- Cleveland Metro School District
- Fairfax County Public Schools
- Pleasanton School District
- Virginia Beach City Public Schools
- Montclair School District
- Woodland Hills District
- Saint Joseph Notre Dame
- Rochester Community Schools District
- Montvale School District Mountain Lake
- Academy Crete-Monee School District
- BRICK Education Network La Canada
- Unified Schools Tangipahoa Parish Schools
- Santa Cruz School District NYU
- Columbia University Georgia Tech
- University of Illinois
- New York State Universities
- Virginia College
- Network Tennessee Tech

Page 18

# IAQ Program Reference Links



[IAQ Initiative Participant Survey & Observation Data](#)



[EnviroKlenz Air System Plus Spec Sheet](#)



[IAQ Initiative Success Stories](#)



[EnviroKlenz Air Systems in Atlanta Public Schools - video](#)



[EnviroKlenz Case Studies](#)



[EnviroKlenz Third Party Testing/Validation](#)



[EnviroKlenz Technology Video](#)

**File Attachments for Item:****2. Council Discussion and Adoption of Short-Term Rental Ordinance – Legal****Background/History:**

It is proposed that the City adopt an ordinance regulating short-term rental properties that are marketed through companies like AIRBNB or VRBO. This is partially in response to recently adopted legislation which requires those properties to pay the local hotel-motel tax. The City is in receipt of tax proceeds for properties that it has no record of.

The proposed ordinance would require properties to provide appropriate information to the City in order for us to insure that tax receipts are properly accounted for. It also establishes certain requirements to insure that these properties do not become a nuisance to the City.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Adoption of Short-Term Rental Ordinance – Legal

**Submitted By:** Michael Williams

**Date Submitted:** May 20, 2022

**Work Session Date:** June 6, 2022

**Council Meeting Date:** June 6, 2022

### Background/History:

It is proposed that the City adopt an ordinance regulating short-term rental properties that are marketed through companies like AIRBNB or VRBO. This is partially in response to recently adopted legislation which requires those properties to pay the local hotel-motel tax. The City is in receipt of tax proceeds for properties that it has no record of.

The proposed ordinance would require properties to provide appropriate information to the City in order for us to insure that tax receipts are properly accounted for. It also establishes certain requirements to insure that these properties do not become a nuisance to the City.

**Cost: \$** Budgeted for: \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

N/A

**Action Requested from Council:**

Approval

STATE OF GEORGIA

CITY OF FOREST PARK

**ORDINANCE NO.**

AN ORDINANCE TO PROVIDE FOR THE REGULATION OF SHORT TERM RENTALS WITHIN THE CITY; TO PROVIDE FOR SEVERABILITY; TO REPEAL CONFLICTING ORDINANCES; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, the governing authority of the City of Forest Park is the Mayor and Council thereof;

**WHEREAS**, the governing authority of the City of Forest Park, Georgia desires to regulate short term rental properties within the City; and,

**WHEREAS**, the health, safety, and welfare of the citizens of Forest Park, Georgia, will be positively impacted by the adoption of this Ordinance.

NOW THEREFORE, THE COUNCIL OF THE CITY OF FOREST PARK HEREBY ORDAINS:

**Section 1.** That Code of Ordinances, City of Forest Park, Georgia is hereby amended by creating a new Chapter 16 of Title 9 as attached hereto as Exhibit A.

**Section 2.** The preamble of this Ordinance shall be considered to be and is hereby incorporated by reference as if fully set out herein.

**Section 3.** (a) It is hereby declared to be the intention of the Mayor and Council that all sections, paragraphs, sentences, clauses and phrases of this Ordinance are or were, upon their enactment, believed by the Mayor and Council to be fully valid, enforceable and constitutional.

(b) It is hereby declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Ordinance is severable from every other section, paragraph, sentence, clause or phrase of this Ordinance. It is hereby further declared to be the intention of the Mayor and Council that, to the greatest extent allowed by law, no section, paragraph, sentence, clause or phrase of this Ordinance is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Ordinance.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Ordinance shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the Mayor and Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Ordinance and that, to the greatest extent allowed by law, all remaining phrases, clauses, sentences, paragraphs and sections of the Ordinance shall remain valid, constitutional, enforceable, and of full force and effect.

**Section 4.** All ordinances and parts of ordinances in conflict herewith are hereby expressly repealed; provided however, that the provisions of Section 9.16.200 pertaining to pawnshops shall remain in full force and effect.

**Section 5.** Penalties in effect for violations of the City of Forest Park at the time of the effective date of this Ordinance shall be and are hereby made applicable to this Ordinance and shall remain in full force and effect.

**Section 6.** The effective date of this Ordinance shall be the date of its enactment.

SO ORDAINED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor Angelyne Butler

\_\_\_\_\_  
Council Member Kimberly James, Ward 1

\_\_\_\_\_  
Council Member Dabouze Antoine, Ward 2

\_\_\_\_\_  
Council Member Hector Gutierrez, Ward 3

\_\_\_\_\_  
Council Member Latresa Wells, Ward 4

\_\_\_\_\_  
Council Member Allan Mears, Ward 5

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**EXHIBIT A**

## TITLE 9, CHAPTER 16

**Sec. 9-16-1. Short title.**

This chapter shall be known and may be cited as the "City of Forest Park Short Term Rental Ordinance."

**Sec. 9-16-2. Intent; purpose.**

It is the purpose of this chapter to protect the public health, safety and general welfare of individuals and the community at large; to facilitate and provide reasonable means for citizens to mitigate impacts created by occupancy of short-term units; and to implement rationally based, reasonably tailored regulations to protect the integrity of the city's neighborhoods;

**Sec. 9-16-3. Definitions; general provisions.**

*Short-term rental* means an accommodation where, in exchange for compensation, a residential dwelling unit is provided for lodging for a period of time not to exceed 30 consecutive days.

*Short-term rental agent* means a person or organization designated by the owner or long-term tenant of a short-term rental on the short-term rental license application. Such a person shall be available for and responsive to contact at all times.

*Short-term rental guests* means guests, tourists, lessees, vacationers or any other person who, in exchange for compensation, occupy a dwelling unit for lodging for a period of time not to exceed 30 consecutive days.

*Short-term rental owner* means the owner of record of the property.

*Short-term rental license* is the license issued by the department of city planning to owners or designated agent of short-term rental units who have submitted the required documentation and met the requirements set for in this chapter for operation of a short-term rental unit.

**Sec. 9-16-4. Short-term rental license.**

- (a) No person or entity shall rent, lease or otherwise exchange for compensation all or any portion of a dwelling unit as short-term rental unit, as defined in section 9-16-3, without first obtaining a short-term rental license pursuant to the regulations contained in this chapter.
- (b) No licensee shall transfer the right to operate under any license issued under this chapter to any other person or entity by lease, agreement, contract or any other agreement.
- (c) No license issued under this chapter may be operated or shall have any legal effect at any location other than those for which it is issued.
- (d) A short-term rental license may be obtained by a short-term rental owner or the long-term tenant of a short-term rental for their primary residence and one additional dwelling unit without any additional requirements, fees, permits, licenses, zoning or related restrictions.

- (e) Nothing in this chapter shall be deemed to alter, affect, supersede or conflict with the requirements of any state or federal law or of the City of Forest Park Code of Ordinances, including but not limited to those those provisions which require payment of any applicable occupation tax, including but not limited to, the requirement of the provision of information as deemed necessary to confirm that the type of business to be operated is permitted by the zoning code at the location where the business is to be conducted.

**Sec. 9-16-5. Application for short-term rental license.**

- (a) Applicants for a short-term rental license shall submit, on an annual basis, an application for a short-term rental license to the department of planning and community development. The application shall be accompanied by a non-refundable application fee in the amount of \$150.00. Such application should include:
- (1) The address of the unit to be used as a short-term rental;
  - (2) The name, address, telephone number and email address of the short-term rental agent, which shall constitute his or her 24-hour contact information;
  - (3) The short-term rental agent's signed acknowledgement that he or she has reviewed this chapter and understands its requirements;
  - (4) The number and location of parking spaces allotted to the premises;
  - (5) The short-term rental agent's agreement to use his or her best efforts to assure that use of the premises by short-term rental occupants will not disrupt the neighborhood, and will not interfere with the rights of neighboring property owners to the quiet enjoyment of their properties; and
  - (6) Any other information that this chapter requires the short term rental agent to provide to the city as part of an application for a short-term rental license. The director of planning and community development or his or her designee shall have the authority to obtain additional information from the applicant as necessary to achieve the objectives of this chapter.
- (b) Attached to the submission of the application described in this section, the short-term rental license applicant shall provide:
- (1) Written rules posted in the short-term rental unit, including:
    - a. Acknowledgement that it shall be unlawful to allow or make any noise or sound that exceeds the limits set forth in the city's noise ordinance. Units are encouraged to provide a noise monitoring device.
    - b. Acknowledgement that the maximum occupancy of a short-term rental unit is limited to two adults per bedroom and, if available, the location and the amount of on-site parking.
    - c. Acknowledgement and agreement that violations of this chapter may result in immediate termination of the agreement and eviction from the short-term rental unit by the owner or agent, as well as the potential liability for payments of fines levied by the city; and

- (2) Evidence that the short-term rental license applicant has provided notification via certified united states mail to each property adjacent to of their intent to secure a short-term rental license.
  - a. This notification must include the address of the unit to be used as a short-term rental and the name, address, telephone number and email address of the short-term rental agent.
  - b. This notification must be given to each property adjacent to the property at which the applicant is applying to operate a short-term rental.
  - c. This notification shall be sent certified mail to the address of the adjacent property. For purposes of this section, it shall not be necessary for the applicant to identify and include the name of specific owner of record of the adjacent property in this notification.
- (c) If the rental agent changes, the short-term rental agent shall notify the City of Forest Park within ten business days.

**Sec. 9-16-6. Short-term rental agent.**

- (a) The owner of a short-term rental shall designate a short-term rental agent on its application for a short-term rental license. A short-term rental owner may also serve as the short-term rental agent.
- (b) The duties of the short-term rental agent are to:
  - (1) Be available to handle any problems arising from use of the short-term rental unit;
  - (2) Keep his or her name and emergency contact phone number posted in a readily visible place in the short-term rental unit;
  - (3) Receive and accept service of any notice of violation related to the use or occupancy of the /premises;
  - (4) Monitor the short-term rental unit for compliance with this chapter; and
  - (5) List the short-term rental license number on each online listing.

**Sec. 9-16-7. Grant or denial of application.**

Review of an application shall be conducted in accordance with due process principles and shall be granted unless the applicant fails to meet the conditions and requirements of this chapter or federal or state law or local ordinance related to the operation of a short-term rental, or otherwise fails to demonstrate the ability to comply with local, state or federal law through the operation of the proposed short-term rental. Any false statements or information provided in the application are grounds for revocation, suspension and/or imposition of penalties, including denial of future applications.

**Sec. 9-16-8. Short-term regulation procedure.**

- (a) No external signage is permitted, however a legible copy of the short-term rental unit license shall be posted within the unit and include all of the following information:
  - (1) The name, address, telephone number and email address of the short-term rental agent;

- (2) The short-term rental unit license number
  - (3) The maximum occupancy of the unit
  - (4) The maximum number of vehicles that may be parked at the unit; and
- (b) To ensure the continued application of the intent and purpose of this chapter, the director of code enforcement shall notify the owner and agent of a short-term rental unit of all instances in which nuisance behavior of the rental guest or the conduct of his or her short-term rental unit agent results in a citation for a code violation or other legal infraction.
  - (c) The director of code enforcement shall maintain a record of all violations of city code occurring at or relating to a short-term rental unit. When a short-term rental agent has accumulated three violations for the same property, the city shall revoke any pending licenses and reject all applications for that particular property for a period of 12 consecutive months. Any additional properties listed on the same license that do not have three consecutive violations within a 12-month period remain valid, and the short-term rental agent may continue to serve as the agent. Short-term rental agents shall be afforded an opportunity to appeal and rectify violations. Fully adjudicated violations will be assessed a \$500.00 penalty per violation.
  - (d) Except as provided herein, any person violating the provisions of the Code shall be punished as provided by section 1-1-8. With respect to violations that are continuous with respect to time, each day the violation continues is a separate offense.
  - (e) A person aggrieved by the city's decision to revoke, suspend or deny a short-term rental license may appeal the decision in writing to the Planning Commission. The appeal must be filed within 30 calendar days after the adverse action and it shall contain a concise statement of the reasons for the appeal. The Planning Commission shall consider and respond to the appeal in writing within 30 days after receipt. The Planning Commission shall render a determination, which will constitute a final ruling. The decision of the Planning Commission may be appealed via Certiorari to the Superior Court of Clayton County. The Planning Commission is authorized to adopt administrative rules which shall govern the implementation of this section including the procedures and processes which shall govern any such appeals. Such procedures and processes must conform to the constitutional principles of due process and shall provide notice and an opportunity to be heard.
  - (f) Holders of short-term rental licenses shall ensure that any online platforms which provide a website or websites, and that which the licensee enlists to facilitate their short-term rentals within the City of Forest Park must:
    - (1) Provide a phone line and/or website for community members to submit concerns regarding short-term rentals in their neighborhood;
    - (2) Assist with educating short-term rental agents about this ordinance; and
    - (3) Within the first year of the ordinance taking effect, meet with the department of city planning to provide and receive feedback on implementation.
  - (g) Nothing in this section shall limit the city from enforcement of its code, state or federal law by any other legal remedy available to the city. Nothing in this section shall be construed to limit or supplant the power of any city inspector, deputy marshal or other duly empowered officer under the city's ordinances, rules and regulations and the authority granted under state

law, as amended, to take necessary action, consistent with the law, to protect the public from property which constitutes a public nuisance or to abate a nuisance by any other lawful means of proceedings.

- (h) The department of planning and community development shall establish and monitor a public intake portal through which citizens can submit questions or complaints via email and telephone.

**Sec. 9-16-9. Taxes.**

Short-term rentals are subject to applicable state and local taxes and are responsible for payment thereof as established by state law and the city code. Short-term rentals shall be subject to the hotel-motel tax.

**Sec. 9-16-10. Restrictions on short-term rentals.**

- A. **External Signage.** There shall be no external on-site or off-site advertising signs or displays indicating the property is a short-term rental.
- B. **Limit on Occupants Allowed.** No more than two adult guests per bedroom, plus no more than two additional adults shall be allowed when renting a property as a short-term rental, except that there shall be a maximum occupancy of ten persons, adult and children.
- C. **Limits on Number of Vehicles.** There shall be a maximum of one car per bedroom, or the maximum number of cars that can be accommodated within the garage and driveway, without extending over the public rights-of-way (alleys and sidewalks) whichever is less.
- D. **Other Restrictions.** It is unlawful:
1. To operate or allow to be operated a short-term rental without first registering, in accordance with this article, the property in which the rental is to occur;
  2. To advertise or offer a short-term rental without first registering, in accordance with this article, the property in which the rental is to occur; documented advertisement of the subject property as a short-term rental, online or offline, shall be considered evidence of a violation of this article;
  3. To operate a short-term rental that does not comply with all applicable city and state laws and codes;
  4. To operate a short-term rental without paying the required hotel occupancy taxes;
  5. To offer or allow the use of a short-term rental for the sole or primary purpose of having a party venue;
  6. To operate the building in a manner that constitutes a nuisance to surrounding property owners;
  7. To fail to include a written prohibition against the use of a short-term rental for having a party venue in every advertisement, listing, or other publication offering the premises for rent; and
  8. Permit the use of short-term rental for the purpose of: housing sex offenders; operating a structured sober, recovery or other purpose living home or similar

enterprise; selling illegal drugs; selling alcohol or another activity that requires a permit or license or operating as a sexually oriented business.

**File Attachments for Item:****3. Council Discussion and Approval of Waste Pro Contract– Public Works****Background/History:**

Waste Pro was the top ranked bidder in the City's recent Request for Proposals for solid waste collection and disposal. Over the past several weeks, City Staff has been negotiating final terms of the contract. The final negotiated contract is attached. Among the key provisions are the following:

With the exception of recycling, the waste collection requirements are substantially similar to the services provided under our existing contract with Waste Management.

Waste Pro will be responsible for establishing an education program informing residents and businesses of all of the services to be provided under the contract.

There will still be four Clean Sweep events each year for residents .

Elderly and disabled residents will still be provided back door pick up if requested.

Waste Pro will be required to establish a dedicated customer service call center to receive complaints from customers. Complaint information, including efforts to resolve such complaints, must be shared with the City.

A key improvement from the existing contract is the introduction of liquidated damages. Section 6 establishes set fines for certain failures of Waste Pro to meet the service standards expected of it. The fines increase if the violations continue. For example, if Waste Pro fails to collect at a residence and does not correct the problem by the next business day, \$150 is deducted from the City's bill for that month. The amount increases for each occurrence to \$300 if the failures continue per the terms of the contract.

A significant difference from the existing contract is that recycling services are no longer provided. There are a number of reasons for this: (a) the cost per ton for recycling is significantly higher than the cost per ton of regular waste; (b) the City's experience with recycling has been poor given the amount of contamination in the recycling bins resulting in the majority of what was meant for recycling being rejected and sent to the regular solid waste stream; and (c) the current market for recycling has made it cost-ineffective. A significant number of neighboring jurisdictions have also eliminated recycling. Until the market changes, the costs of recycling outweigh the benefits.

Staff believes this contract to be a significant improvement over our existing arrangement with Waste Management.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

<b>Subject:</b>	<b>Council Discussion and Approval of Waste Pro Contract– Public Works</b>
<b>Submitted By:</b>	Bobby Jinks
<b>Date Submitted:</b>	May 25, 2022
<b>Work Session Date:</b>	June 6, 2022
<b>Council Meeting Date:</b>	June 6, 2022

## **Background/History:**

Waste Pro was the top ranked bidder in the City's recent Request for Proposals for solid waste collection and disposal. Over the past several weeks, City Staff has been negotiating final terms of the contract. The final negotiated contract is attached. Among the key provisions are the following:

1. With the exception of recycling, the waste collection requirements are substantially similar to the services provided under our existing contract with Waste Management.
2. Waste Pro will be responsible for establishing an education program informing residents and businesses of all of the services to be provided under the contract.
3. There will still be four Clean Sweep events each year for residents .
4. Elderly and disabled residents will still be provided back door pick up if requested.
5. Waste Pro will be required to establish a dedicated customer service call center to receive complaints from customers. Complaint information, including efforts to resolve such complaints, must be shared with the City.
6. A key improvement from the existing contract is the introduction of liquidated damages. Section 6 establishes set fines for certain failures of Waste Pro to meet the service standards expected of it. The fines increase if the violations continue. For example, if Waste Pro fails to collect at a residence and does not correct the problem by the next business day, \$150 is deducted from the City's bill for that month. The amount increases for each occurrence to \$300 if the failures continue per the terms of the contract.
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Staff believes this contract to be a significant improvement over our existing arrangement with Waste Management.

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**Cost: VARIABLE**

**Budgeted for:**  **Yes**  **No**

**Financial Impact:**

The pricing model under the new contract contains is different from our existing contract with Waste Management. For residential services, the contract amount has a fixed component and a variable component. The fixed component is a monthly per residence price of **\$17.81**. The variable component is a price of **\$49.72** per ton collected each month. There is no cost component for recycling any more. (In the previous contract with Waste Management, the City paid a flat per residence fee regardless of the amount of solid waste actually collected.) We believe this approach to be more equitable for the City because going forward, after fixed costs are paid, we will only be responsible for the actual amount of waste generated in the City.

The fees for commercial waste are set forth on Exhibit B. They represent significant increases over our existing rates. However, given the rise in labor rates and fuel costs over the past two years, increases were anticipated. These costs should be passed through to the commercial customers.

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**Action Requested from Council:**

Approval



**Dr. Marc-Antonie Cooper**  
**City Manager**  
 745 Forest Parkway  
 Forest Park, GA 30297  
 Phone: 404-366-1555  
[macooper@forestparkga.gov](mailto:macooper@forestparkga.gov)



## REPORT TO CITY COUNCIL

**FROM:** Dr. Marc-Antonie Cooper, City Manager 

**DATE:** May 26, 2022

**SUBJECT:** New Sanitation Contract - Highlights (Contract attached)

- A. Introduction:** The purpose of this report is to provide information to City Council regarding the highlights of the newly procured sanitation contract with Waste Pro that will be coming forth on the June 6th Council Meeting.
- B. Recommendation:** The recommendation of staff, if council does not have any additional input that would need to be negotiated, would be to approve the contract.
- C. Prior Council Action:** The city currently had a contract with Waste Management, and after a procurement process Waste Pro ranked above Waste Management, and staff began negotiations with the same.
- D. Summary:**
- Waste Pro Rates \$17.81 per month per home, \$49.72 per ton collected and \$10.07 for extra cards (per cart, per month, per home). Current rate with Waste Management is \$22.00 per month, per household which includes recycling, which we are not doing.
  - Waste Pro provides the city direct access to their Trac E Z system to access and track driver's issues and get updates on services to be provided to residents.
  - Waste Pro will offer the exact same services as our current vendor Waste Management
  - Waste Pro contract WOULD NOT require an increase in sanitation cost for FY22-23 but should be reviewed for FY23-24.
  - Recycling is NOT included in the Waste Pro contract as the city does not currently offer curb side recycling. If council wishes to add recycling the cost would increase by \$45.12 per year, per household for a total of \$314.16 per year on city property taxes, which would take affect this year to avoid cost over budget in sanitation.
  - Waste Pro contract would provide educational programs for residents in cooperation with the city.
  - Waste Pro contract has performance fines for certain failures in service that will be assessed, and deducted from the monthly billing, if applied. Examples of fines are as follows:

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- Failure to clean up solid waste spills \$150 each occurrence
- Failure to collect material from a service unit within 24 hours \$150 each occurrence.
- Failure to submit complete, accurate reports and invoices; \$300 per occurrence
- Waste Pro contract includes four (4) clean sweeps annually throughout the city.
- Complaints are to be handled within a 24-hour period.
- Broken cans are replaced within 72 hours of request in Trak EZ system.

## CONTRACT FOR SOLID WASTE COLLECTION SERVICES

THIS CONTRACT FOR SOLID WASTE COLLECTION SERVICE (this “Agreement”) made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the **CITY OF FOREST PARK**, a political subdivision of the State of Georgia, by and through its Mayor and City Council, hereinafter referred to as “City,” and **WASTE PRO OF GA INC.**, or its legal successors, acting by and through its duly authorized officers hereinafter referred to as “Contractor.”

WHEREAS, it is necessary for City to promote, preserve and protect the public health of its citizens and businesses;

WHEREAS, the removal of garbage, rubbish and other waste material generated within the City is a valid exercise of City’s police power,

WHEREAS, the granting of an exclusive contract to a private corporation for the collection and disposal of solid waste is a valid function of City;

WHEREAS, City and Contractor are desirous of entering into an agreement, under the terms of which, Contractor shall have an exclusive contract for a specified period for the collection and removal of all Residential and Commercial Solid Waste generated within the City;

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste collection and disposal services as herein set out, and for the compensation as hereinafter provided;

WHEREAS, it is the intent of the City that the owner or occupant of every commercial and residential Premises in the incorporated area of the City shall receive solid waste collection and disposal services provided by Contractor; and

WHEREAS, City agrees to pay for residential services.

NOW THEREFORE, the City and Contractor agree as follows:

### **Section 1.0 - Definitions**

For purposes of this Agreement, the following terms shall be defined as follows:

1.1 Agreement: This contract agreement, including exhibits and any amendments thereto agreed to by the City and the Contractor during the term of the Agreement.

1.2 Bulk Items: Discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and therefore too large to be collected within an empty Cart, thus too large or too bulky to be collected during normal Residential Solid Waste Collection, including but not limited to items such as mattresses

and box springs, indoor/outdoor furniture, swing sets, plastic swimming pools, large toys, bicycles, fish aquariums, and other similar items.

1.3 Cart: A rollout receptacle for Residential Solid Waste with a capacity of not less than 95 gallons, constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight-fitting lid capable of preventing entrance into the container by animals.

1.4 C & D Materials: Waste materials generated by the construction, remodeling, repair or demolition of residential, commercial or other structures.

1.5 City: City of Forest Park, Georgia.

1.6 Commercial Hand-load Customer: All Commercial Premises utilizing a Cart for the placement of their solid waste for collection by the Contractor.

1.7 Commercial Premises: All non-Residential Premises and Multi-Family Dwellings, public or private, requiring solid waste collection within the incorporated area of the City, including commercial, industrial, institutional, and governmental premises.

1.8 Commercial Solid Waste: All Garbage, Rubbish and other acceptable waste generated by a Commercial Premises and all C & D Materials, excluding Hazardous Waste.

1.9 Contractor: Person, firm, corporation, organization, or entity with whom the City has executed a contract for performance of the work or supply of equipment or materials, and it's duly authorized representative.

1.10 Curbside: The location adjacent to the traveled portion of a publicly owned roadway designated by the Contractor for the placement of Carts and other solid waste for collection.

1.11 Garbage: Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other farm products.

1.12 Hazardous Waste: Any solid waste identified or listed as a hazardous waste by any agency of the State of Georgia or the administrator of the U.S. Environmental Protection Agency pursuant to the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 72 U.S.C. 6901 et seq., as amended, including future amendments thereto.

1.13 Residential Premises: A dwelling within the incorporated area of the City, occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or

assessed as real property.

1.14 Residential Solid Waste: All Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C & D Materials, Yard Waste, Hazardous Waste, or other unacceptable materials.

1.15 Rubbish: Non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.16 White Goods: Refrigerators, ranges, washers, water heaters, and other similar domestic appliances.

1.17 Yard Waste: Leaves, brush, grass clippings, shrubs and tree pruning, and other vegetative materials from the maintenance of yards, lawns, and landscaping at Residential Premises.

1.18 Multi-Family Dwelling shall mean a building designed exclusively for residential occupancy by more than one Family, but NOT including single family homes, duplexes, triplexes, quadraplexes, and mobile homes.

1.19 Service Unit shall mean each unit or units within the following that set out their Residential Solid Waste in single-family residential-type storage containers: single family homes, duplexes, triplexes, quadraplexes, and mobile homes. Service Unit and Residential premises may be used interchangeably.

1.20 Unanticipated Events shall mean severe weather events such as hurricanes, tornadoes, floods, ice storms or hail, snow storms, high winds exceeding 40 mph and other disasters such as fires, which may generate unexpected Municipal Solid Waste quantities.

1.21 Uncontrollable Circumstances includes Unanticipated Events, and shall mean any act, event or condition (excluding those which result from the willful or negligent action or inaction of a party) occurring during the term that has, or may reasonably be expected to have, a material and adverse effect on a right or an obligation of either or both parties to this Agreement, if such act, event or condition is beyond the reasonable control of the party relying thereon as justification for not performing under this Agreement. Uncontrollable Circumstances shall include, but are not limited to, the following: an act of God, landslide, lightning, earthquake, fire, explosion, flood, ice storm, nuclear radiation, acts of a public enemy or terrorist, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption or any similar occurrence, or a condemnation or other taking by or on behalf of any public, quasi-public or private entity, but not including reasonably anticipated weather conditions for the geographic area of the City. Uncontrollable Circumstances shall not include; insolvency or inability to pay any amount; or inability to obtain any letter of credit, surety bond, payment or performance bond or any other security required by this Agreement.

1.22 2.4 Biomedical Waste shall mean pathological waste, biological waste cultures and stocks of infectious agents and associated biologicals, contaminated animal carcasses (body parts, their bedding, and other wastes from such animals), sharps, chemotherapy waste, discarded medical equipment and parts, not including expendable supplies and materials which have not been decontaminated, as further defined in State Rule 391-3- 4.15 of the Board of Natural Resources as such rule existed on January 1, 2006, or as amended from time to time, and other such waste material.

## **Section 2.0 – Scope of Work and Education**

### 2.1 Scope:

The work under this Agreement shall consist of the work and services to be performed in the collection and disposal of Residential and Commercial Solid Waste generated in the City, including all the supervision, materials, equipment, labor and all other items necessary to complete said work and services in accordance with the terms of this Agreement as further supplemented below.

### 2.2 Education:

The Contractor shall establish a program for educating customers regarding the services provided hereunder. Such program shall include a website and a mailing to customers, at least on an annual basis.

### 2.3 Clean Sweep:

Clean Sweep events will be scheduled for four (4) times per year with times and dates to be mutually agreed upon and scheduled by Contractor and the director of Public Works. A Clean Sweep event is one in which the Contractor will provide Open Top Roll Offs at designated locations for a period of eight (8) hours and will cover the disposal costs associated with collections of goods collected during these events. Clean Sweep events will be scheduled only on Saturdays.

### 2.4 Excluded Materials:

2.4.1 Contractor shall not be required to collect, transport, dispose of or otherwise handle hazardous waste or any other type of waste that is prohibited from being received, managed or disposed of at the Transfer Station or Sanitary Landfill by Federal, State or local law, regulation, ordinance, permit or other legal requirement (collectively, "Excluded Waste"). Title to and liability for Excluded Waste shall remain with the Generator of such waste. All waste to which the Contractor acquires title pursuant to the terms of this Agreement shall be the responsibility of the Contractor until it is properly disposed of.

2.4.2 Acid, explosive material, flammable liquids, and dangerous or corrosive material of any kind will not be collected.

2.4.3 Contractor shall not be responsible for collecting or hauling C & D material including discarded building material, fixtures (including toilets, sinks, bathtubs and similar items) dirt, broken concrete, bricks, rock or debris. Such material must be disposed of by the property owner or the owner's contractor.

2.4.4 Contractor shall not be responsible for collecting or hauling of trees, bushes or other vegetation from commercial tree trimmers, landscapers, grading contractors or building contractors. The hauling of the debris is the sole responsibility of the property owner or the owner's contractors.

2.4.5 Dead animals will not be collected.

2.4.6 Hazardous Waste, Biomedical Waste, tires, unsolidified paints, paint solvents, Treated Wood, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, firearms, as well as any and all waste of which present a substantial danger to the health or safety of the public or Contractor's employees.

### **Section 3.0 – Collection**

#### 3.1 Service Provided:

A. Contractor shall collect Garbage and Rubbish contained within a 96 Gallon Cart owned by Contractor from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only Garbage in the Cart and Resident shall place the Cart at Curbside by 7:00 AM on the designated collection day, except as provided for in Section 3.3.

B. Reserved.

C. Contractor shall collect bagged, bundled or tied yard waste material from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place only bagged, bundled or tied yard waste material at Curbside by 7:00 AM on the designated collection day. Yard waste limits are as follows: Up to 8 bags, limbs no longer than 4', limbs no thicker than 4", not to exceed 40lbs each.

D. Contractor shall collect Bulk Items from each Residential Premises one (1) time per week at Curbside. The occupant of the Residential Premises shall place Bulk Items at Curbside by 7:00 AM on the designated collection day, subject to the following:

i. Each Residential Premises may place up to five Bulk Items (excluding refrigerators and air conditioning units) per collection day at Curbside.



ii. For each Bulk Item in excess of five items, the Residential Premises will be charged \$\_\_\_\_\_ per item.

E. Contractor shall provide free sanitation services to the City facilities listed on Exhibit A, incorporated herein by reference as if fully set forth herein.

### 3.2 Carts/Dumpsters/Roll Off Containers

Contractor shall furnish collection equipment to every Residential and Commercial Premise for every occupied location in the incorporated area of the City. Upon placement, Equipment shall be the property of Contractor. All equipment will remain the property of the contractor. It shall be the responsibility of the owner of the Residential and Commercial Premises to properly use and safeguard the Contractor's Equipment. Contractor shall maintain Equipment in reasonably good condition. Contractor shall have the right to charge Customers for the cost of repair or replacement of Equipment, if such repair or replacement is required because of abuse or damage, fire, or theft, or any act on the part of the customer that causes damage to the contractor's equipment. The amount charged shall not exceed Contractor's cost for the Equipment. Occupants of Residential or Commercial Premises may request one or more additional Containers from Contractor for an additional volume of collection service. Occupants shall pay City for each additional Container and service at the applicable rate of compensation.

### 3.3 Elderly and Disabled

Contractor shall provide back door pick-up to elderly or disabled residents as designated by the City who are physically unable to place container at Curbside on pick-up day. In no case will the quantity of persons receiving back door pick-up exceed three percent (3%) of the total Residential Premises. Contractor shall provide side door Residential Solid Waste collection service at no additional charge for those residents not physically able to take Carts to Curbside, provided however, that such exemptions will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside and the resident provides an affidavit from a physician certifying the physical disability. In no event will side door or backdoor service be provided at a distance of more than 150 feet from the public roadway. In the event where back door service is provided pursuant to this Section, the occupant shall use the Cart for storage of Residential Solid Waste but must place the Residential Solid Waste in bags, designed to accommodate storage of waste, each bag not to exceed 30 pounds in weight.

### 3.4 Location of Containers for Collection

The majority of Roll-Out Containers shall be placed at Curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City

roadways. Containers shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any container not so placed or any residential refuse not in a bag. The City reserves the right to amend the placement of containers allowing for safe and efficient service by Contractor. The City shall notify the Contractor on a daily basis of all service requests for extra pick-ups.

### 3.5 Notification of Improper Set-outs

The Contractor will be responsible for clearly communicating to a Service Unit, any legitimate ground for refusal to provide Collection Services for any type of waste placed by the Service Unit for Collection. The Contractor shall use a standard form, which has been approved by the City, for all notices provided under this subsection. Legitimate grounds for refusal to provide Collection Services shall include, but are not limited to, failure of the Service Unit to (i) timely place for Collection any waste at the proper location or (ii) placement of excluded materials in the Cart.

## **Section 4.0 – Routes and Hours of Collection; Operation**

### 4.1 Hours of Operation

Collection of Solid Waste shall not start before 7:00 AM nor continue after 7:00 PM.

### 4.2 Routes of Collection

The Contractor shall establish collection routes. Contractor shall submit a map designating the collection routes with days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Customers.

### 4.3 Holidays

The following shall be holidays for the purpose of this Agreement:

New Years' Day  
 Memorial Day  
 Independence Day  
 Labor Day

Thanksgiving Day  
 Christmas Day

Contractor may decide to observe any or all of the above-mentioned Holidays by suspension of collection service on the holiday, but such decision does not relieve the Contractor of his obligation to provide collection service at least once per week (Monday - Friday) within the Holiday Week. The Contractor will not be allowed Sunday collection during a Holiday Week.

#### 4.4 Complaints

4.4.1 The Contractor shall maintain and adequately staff a Customer Service call center to handle customer calls and complaints throughout the Term of the Agreement. Contractor's call center shall use a computerized customer database that shall be updated by the Contractor's employees. All service requests or complaints shall initially be directed to Contractor's Customer Service Department. All legitimate complaints resulting solely from the actions or omission of the Contractor shall be resolved within 24 hours from the complaint, unless the complaint was received on a Weekend or a Holiday (or outside normal business hours), then the complaint shall be resolved by the end of the second business day following the day the complaint was received.

4.4.2 Contractor will generate an electronic work order outlining all complaints received. The work order will contain:

- 4.4.2.1 Identification number
- 4.4.2.2 Date and time Of initial call
- 4.4.2.3 Date and time of any follow up call(s)
- 4.4.2.4 Customer name, service address, and phone number
- 4.4.2.5 Type of service request or complalnt
- 4.4.2.6 Contractor contact by whom service request or complaint was received

4.4.3 Contractor will issue a work order for each complaint. Upon resolution of the customer complaint, Contractor will close the work order and enter the results into call center database within twenty-four (24) hours of receipt of a customer complaint, except of the complaint is received on a Sunday or a Holiday then the by the end of the next business day. The closed work order information will include all of the above data, plus:

- 4.4.3.1 Contractor's determenation as to legitimate or non-legitimate service request or complaint
- 4.4.3.2 Action taken to satisfy request or resolve complaint
- 4.4.3.3 Date of communication with Service Unit
- 4.4.3.4 Date and time of action taken

4.4.4 Contractor shall configure the computerized customer database that stores the service request and complaint records, and those records shall be provided to the City simultaneously as data is entered into the record.

4.4.5 Contractor shall summarize work orders and complaints on a monthly basis.

#### 4.5 Collection Equipment and Personnel

The Contractor shall provide an adequate number of vehicles for regular collection services. All vehicles and other equipment shall be kept in good repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Solid Waste hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

#### 4.6 Office

The Contractor shall maintain an office or such other facilities through which they can be contacted. It shall be equipped with sufficient local service telephones and shall have a responsible person in charge from 8:00 AM to 5:00 PM daily on regular collection days.

#### 4.7 Access

The Contractor shall be required to provide collection services to all Residential Premises located on publicly owned roadways accessible to standard waste collection vehicles. The City shall maintain all publicly owned roads and bridges in a condition that affords access by Contractor's standard waste collection vehicles. The City shall require occupants of Residential Premises to place Carts at curbside for collection. The City shall require occupants of Residential Premises not accessible to standard waste collection vehicles to place Carts Residential Solid Waste at an accessible location on a publicly owned roadway agreed upon by the occupant and the Contractor. If the City or Contractor determines that, for whatever reason, the occupants of Residential Premise cannot place the Cart at curbside adjacent to a publicly owned roadway, then the Contractor will provide the collection service at a location agreed upon by Contractor and the occupant.

#### 4.8 Nuisances

The Contractor shall utilize all commercially reasonable efforts to avoid the creation of nuisance conditions, caused by conditions or events that occur if Contractor is negligent either through its acts or omissions while collecting refuse with respect to surface litter, noise or dust inconsistent with conditions reasonably anticipated in the ordinary course of the operation of refuse collection. Should any

such nuisance condition occur as described above while Contractor is providing the Work hereunder the Contractor shall expeditiously remedy the condition and hold the City harmless from any loss or expense related thereto.

## Section 5.0 – Compensation

5.1 Rates of Compensation for the first year shall be set forth in Exhibit B, attached hereto and made a part hereof.

5.2 Adjustments to the rates:

(a) Annual Changes in Collection Price. Compensation payable to Contractor for all solid waste services hereunder shall be adjusted upward or downward annually to reflect changes in the cost of doing business measured by fluctuations in the Consumer Price Index (CPI) for All Urban Consumers: Water, Sewer and Trash Collection Services (CUUR0000SEHG) as published by the U.S. Department of Labor, Bureau of Labor Statistics. Annually, on the anniversary date of this Agreement, the net change in collection rates shall reflect such increase or decrease in the CPI as defined above for the last calendar year. Adjustment will be based upon 12-month average (month)over (month) of the current year to April over April of the previous year. The collection rates in subsequent years of this Agreement shall be adjusted annually based upon the net change as described above for the preceding year.

(b) Reserved.

(c) Rate Adjustments Due to Significant Cost Changes:

(i) Any change in Governmental laws, ordinances, regulations, assessments, fees or taxes that require Contractor to incur additional costs in the performance of services pursuant to this Agreement (Changes in Law), including changes in disposal fees due.

(ii) Extraordinary fuel rate increases.

In the event that any of the above events occur, Contractor shall determine the amount of rate adjustment required to compensate Contractor for the additional, fully justifiable costs and shall petition the City for the rate adjustment, which approval shall not be unreasonably withheld. Contractor agrees to continue solid waste collection and disposal services during any dispute with the City until any dispute is resolved and the City and Contractor agree to adjusted rates of compensation.

5.4 Renegotiation of rates:

Notwithstanding the foregoing, each party reserves the right to annually

renegotiate all rates hereunder based on actual tonnage collected and the actual costs for the previous year.

#### 5.4 Delinquent and Closed Accounts

The Contractor shall discontinue refuse collection service at any Residential or Commercial Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume refuse collection on the next regularly scheduled collection day. The City shall indemnify and hold the Contractor harmless from any claims, suits, damages, liabilities or expenses (including but not limited to expenses of investigation and attorney's fees) that result solely from the Contractor's discontinuing service at any location at the direction of the City.

### Section 6.0 – Liquidated Damages

Except as otherwise provided for herein, the failure to remedy in a reasonable manner the cause of any legitimate complaint resulting from the actions or omission of the Contractor within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by close of the next day of collection shall be considered a violation of this Agreement.

The parties agree that injury to the City caused by such a violation will be difficult or impossible to estimate accurately and the amount of damages set forth below for each violation are reasonable estimates of the City's probable losses. Therefore, for the purpose of computing damages under this Agreement, the City may deduct from payment due, or to become due, the Contractor, the following amounts as liquidated damages. The parties further agree that these amounts are damages and not penalties against the Contractor:

6.1 Failure to clean up solid waste spilled from any vehicle of the Contractor resulting from loading and/or transporting per occurrence: \$150 each for the first ten complaints within a calendar week, thereafter \$300 for each additional complaint during the same calendar week.

6.2 Failure to collect material from a Service Unit within 24 hours from the time the report is received by the Contractor or on the next business day if the report was received on a Sunday or a Holiday, per occurrence: \$150 each for the first ten missed collections within a calendar weeks thereafter \$300 for each additional missed collection during the same calendar week. The Contractor shall implement a system which provides a graphic depiction of Service Units for which collection has occurred. The Contractor shall also file with the City a Service Plan to remedy reports of failure to collect material from a Service Unit. The City hereby authorizes the Contractor to re-enter an area in order to provide remedial services.

6.3 Failure or neglect to correct chronic problems in any category of service, at the same premises (chronic shall mean three similar incidents at the same premises within a six month period) per occurrence: \$150 for the first chronic occurrence and \$300 for each additional chronic occurrence thereafter. After each chronic liquidated damages assessment at the same premises, the chronic problem process will restart such that Contractor will not be assessed liquidated damages pursuant to this subsection 6.3 until three additional problems have been reported. Nothing in this section precludes the City from assessing liquidated damages pursuant to other provisions of this Section for the first or second incident.

6.4 Failure to provide collection service to a group of accounts (missed area defined as more than five contiguous Service Units, or non-completed route) which is not remedied within twenty-four (24) hours of the report or if the report is on a Sunday or a Holiday by the end of the next business day — per occurrence: \$150 each for the occurrence and thereafter \$300 for each additional occurrence.

6.5 Failure to submit complete, accurate reports and invoices in the specified format and within the specific timeframes: Non-payment of invoice until submission of an accurate and appropriately formatted invoice and report is received — per occurrence: \$300.

6.6 Failure to remove and clean up hydraulic oil, motor oil, or other spills resulting from equipment breakdowns or leaks per occurrence: \$150. When a spill occurs, the Contractor shall immediately apply Oil Dry or a similar product. After removing such product, the Contractor shall apply degreaser or oil stain remover, as applicable. Thereafter, the affected area shall be steam cleaned. During this cleaning process, the Contractor shall post a notice of the remediation process outside the clear zone and within the City's right of way, In the event that a Contractor's equipment leaks hydraulic fluid more than 2 times in any calendar quarter, the Contractor shall replace all hydraulic hoses and fittings on the equipment within 5 days of the City's receipt of the report of the third such spill.

6.7 Failure of Contractor to comply with any State or local littering laws —per occurrence: \$250 in addition to any applicable fines levied.

6.8 Failure of the Contractor to replace any damaged container at any Service Unit within 72 hours – per occurrence: \$100.

6.9 Failure to repair damage to the property at any Service Unit within seven days: \$300.

6.10 Failure of the Contractor to insure that each equipment operator is properly licensed: \$300 per occurrence.

6.11 Failure of the Contractor to follow the agreed-upon schedule for collection: \$300 per occurrence.

6.12 Failure of the Contractor to complete a route on a regular collection day: \$300 per route not completed.

6.13 Failure of the Contractor to insure that each vehicle is properly equipped with rakes, brooms, shovels, spill kits, safety flares and/or reflective equipment: \$300 per occurrence.

6.14 Failure to provide notification to customers prior to residential route changes: \$300.

### **Section 7.0 – Non-Discrimination**

In the performance of the work and services to be performed under the terms hereof, the Contractor covenants and agrees not to discriminate against any person because of race, sex, creed, color, religion or national origin.

### **Section 8.0 - Indemnity and Warranty**

8.1 - Contractor agrees to indemnify, defend and save harmless the City, its agents, officers and employees, against and from any and all claims by or on behalf of any person, firm, corporation or other entity arising from any negligent act or omission or willful misconduct of the Contractor, or any of its agents, contractors, servants, employees or contractors, and from and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or proceeding brought thereon. Promptly after receipt from any third party by the City of a written notice of any demand, claim or circumstance that, immediately or with the lapse of time, would give rise to a claim or the commencement (or threatened commencement) of any action, proceeding or investigation (an "asserted claim") that may result in losses for which indemnification may be sought hereunder, the City shall give written notice thereof (the "claims notice") to the Contractor provided, however, that a failure to give such notice shall not prejudice the City's right to indemnification hereunder except to the extent that the Contractor is actually and materially prejudiced thereby. The claims notice shall describe the asserted claim in reasonable detail, and shall indicate the amount (estimated, if necessary) of the losses that have been or may be suffered by the City when such information is available. The Contractor may elect to compromise or defend, at its own expense and by its own counsel, any asserted claim. If the Contractor elects to compromise or defend such asserted claim, it shall, within 20 business days following its receipt of the claims notice (or sooner, if the nature of the asserted claim so required), notify the City of its intent to do so, and the City shall cooperate, at the expense of the Contractor, in the compromise of, or defense against, such asserted claim. If the Contractor elects not to compromise or defend the asserted claim, fails to notify the City of its election as herein provided or contests its obligation to provide indemnification under this agreement, the City may pay, compromise or defend such asserted claim with all reasonable costs and expenses borne



by the Contractor. Notwithstanding the foregoing; neither the Contractor nor the City shall settle or compromise any claim without the consent of the other party; provided, however, that such consent to settlement or compromise shall not be unreasonably withheld. In any event, the City and the Contractor may participate, at their own expense, in the defense of such asserted claim. If the Contractor chooses to defend any asserted claim, the City shall make available to the Contractor any books, records or other documents within its control that are necessary or appropriate for such defense.

Notwithstanding the above, the Contractor shall not be responsible for, nor be required to indemnify or hold the City harmless for, any such damages caused by acts or omissions of the City or any one of its officers, representatives, employees or agents. The foregoing sentence, does not modify or effect the insurance coverage required under the terms of this Contract for the benefit of the City.

8.2 - Contractor warrants that the Work to be performed will conform in all respects with the requirements, schedules and exhibits set forth in this Agreement; will be performed in a manner consistent with the generally-accepted level of care and skill ordinarily exercised by businesses performing Work of a similar nature, considering state-of-the-art standards and Governmental Requirements existing at the time the Work are performed; and will be performed safely, lawfully, efficiently and properly. Contractor further warrants and represents that it has the labor, materials, tools, and equipment to perform the work required by this Agreement.

### **Section 9.0 – Force Majeure**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for failure to perform hereunder due to contingencies beyond its control, including, but not limited to riots, war, fire, acts of God (including without limitation flood, hurricane, tornado, storm or pandemic), compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or instrumentality thereof, whether now existing or hereafter created (collectively referred to as “Force Majeure Event”). In addition, the performance required under this Agreement does not include the collection or disposal of any increased volume of solid wastes resulting from a Force Majeure Event. In the event of such Force Majeure Event, the Contractor will vary routes and schedule as may be deemed necessary. In addition, the City and Contractor shall negotiate the amounts to be paid Contractor for services to be performed because of increased volumes resulting from a Force Majeure Event or any other event over which Contractor has no control.

### **Section 10.0 – Licenses, Taxes and Compliance**

The Contractor shall obtain all licenses and permits and promptly pay all taxes required by any governmental entity.

In addition to safety requirements imposed by applicable laws, ordinances, rules, regulations, and orders of any public authority for the safety of persons or property, the

Contractor shall comply with all reasonable safety requirements imposed by the City and will conduct its operations in a safe manner. The Contractor shall be liable to the City for any additional costs the City incurs as a result of the Contractor's failure to operate safely. The City may conduct safety inspections from time to time at its cost. Such inspections shall not relieve the Contractor from its obligations to adhere to safety requirements nor shall such inspections create any City liability.

### **Section 11.0 - Term**

The term of this Agreement shall begin on \_\_\_\_\_ 2022 and continue for a period of three (3) years. The term shall automatically renew for additional two-year periods unless the City or the Contractor provides the other party with written notice at least one-hundred eighty (180) days prior to the termination of the term or renewal term.

### **Section 12.0 - Reports**

12.1 - The Contractor shall report immediately to the City any injury to any member of the public, or to employees or agents of the Contractor or subcontractors while providing work hereunder, and hold the City harmless therefrom.

12.2 - In the event of accidents involving damage to real or personal property or any spillage that Contractor is aware of, the Contractor shall, as soon as possible, but in no instance later than twenty-four (24) hours, notify the City's Director of Public Works verbally. The Contractor shall prepare a detailed written report documenting the accident or spillage and provide this report to the City's Director of Public Works within three (3) days.

12.3 - Upon written request by the City, Contractor shall within 30 days of such request provide various reports to the City as may be required from time to time, including but not necessarily limited to:

- (a) Transfer station tonnage reports
- (b) A report of observed potential code violations at commercial and residential properties, such report including the type of violation, address and any other information that would aid the City in addressing such violations.
- (c) Total tonnage reports of solid waste disposed within the time frame set forth in any request, identified by source and type.
- (d) A report on destination and disposal site locations.
- (e) Reports on consumer complaints with a description of the problem and the resolution of the problem.

12.4 - In the event of an equipment failure or other circumstances that interrupt normal refuse collection by the Contractor, the Contractor shall notify the City's Director of Public Works within one (1) hour of the start of the failure or other circumstance. Notification attempts shall continue until the emergency contact acknowledges receipt of the message. A formal, written report detailing the facts regarding the circumstance, and

the corrective measures taken, shall be provided to the City within one week of its occurrence .

### **Section 13.0 – Insurance**

The Contractor shall at all times during the Agreement maintain in full force and effect Employer’s Liability, Workmen’s Compensation, Public Liability, and Property Damage Insurance, including contractual liability coverage for the provisions of Section 7. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force. The certificates shall contain the following express obligation:

“This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder.”

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

#### **COVERAGES LIMITS OF LIABILITY**

Workers’ Compensation Statutory-Minimum \$100,000/accident  
 Employer’s Liability \$1,000,000  
 Bodily Injury Liability \$1,000,000 each occurrence  
 Except Automobile \$1,000,000 aggregate  
 Property Damage Liability \$1,000,000 each occurrence  
 Except Automobile \$1,000,000 each occurrence  
 Automobile Bodily Injury \$1,000,000 each person  
 Liability \$1,000,000 each occurrence  
     Automobile Property Damage Liability \$1,000,000 each occurrence  
     Excess Umbrella Liability \$2,000,000 each occurrence

### **Section 14.0 – Bond**

#### **14.1 Performance Bond**

The Contractor shall furnish a corporate surety bond as security for the performance of this Agreement. Said surety bond shall be in the amount of 100% of the anticipated annual revenue of the Contract.

The Contractor shall pay premium for the bond(s) described above. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

The surety on the bond shall be a duly authorized corporate surety company approved to do business in the State of Georgia.

#### 14.2 Power of Attorney

Attorneys-in-fact who sign performance bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

### **Section 15.0 – City Streets, Roads and Bridges**

Contractor must promptly repair damage or injury to City property, road, right of way, bridges, curbs or other structures caused by or arising out of Contractor's provision of services except normal wear and tear. Such repair should restore the City's property, road, right of way, bridges, curbs or other structures to a condition at least equal to that which existed immediately prior to the damage.

### **Section 16.0 – Compliance with Law**

The Contractor shall conduct operations under this Agreement in compliance with all applicable laws, including without limitation, ordinances, laws and statutes of the local, state and federal governments provided, however that the Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any applicable law, ordinance, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement.

### **Section 17.0 Assignment**

Contractor's rights accruing under this Agreement may be assigned in whole or in part by the Contractor with the prior written approval or consent of the City. As a condition of such assignment, the assignee shall agree to assume the obligations of Contractor hereunder.

### **Section 18.0 – Exclusive Contract**

The Contractor shall have the sole and exclusive contract to provide solid waste collection and disposal service in the incorporated area of the City. The City hereby grants and the Contractor hereby accepts the sole and exclusive contract, license and privilege to provide Residential and commercial collection and disposal service to all Residential Premises and businesses in the incorporated area of the City for the initial term of this Agreement and all renewal terms thereto. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any agreement with any other entity for performance of solid waste collection and disposal services during the term hereof or any renewal terms.

In furtherance of such grant, City shall take any and all actions, which may be necessary or desirable to enforce the grant of such, exclusive right to Contractor.

### **Section 19.0 - Ownership**

Title to and ownership of the Residential Solid Waste to be collected under this Contractor shall pass to the Contractor once it is placed in any vehicle under control of the Contractor.

### **Section 20.0 – Termination**

In the event of an alleged material breach of this Agreement, the City shall provide written notice of such breach to the Contractor, to be delivered by Certified Mail, return receipt requested. If within 20 days from receipt of such notice, the Contractor has either failed to correct the condition or reach an agreement with the City on a mutually satisfactory solution, then the City may, within 10 days, require the Contractor to appear before the City Council, at either a regular or specially called meeting, to show cause why the Agreement should not be terminated. After such meeting the Council may elect to:

- A. Provide written notice to the Contractor that the Agreement will be terminated 30 days from the receipt of such notice.
- B. Extend the time to allow Contractor to cure the breach.
- C. Impose sanctions or other remedies without terminating the Agreement.

### **Section 21.0 – Default**

21.1 Rights and Remedies Upon Default: If a party is in Default, then, at the option of the non-Defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the Defaulting party, or this Agreement may be continued in force and the non-Defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the Defaulting party under this Agreement. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. In the event that the City terminates this Agreement, the City may immediately assign the Service Units previously serviced pursuant to this Agreement to other haulers with whom the City has an agreement for Residential Solid Waste Collection at the time of such termination. Such assignment of Service Units shall be at the sole discretion of the City.

21.2 Events of Default by Contractor: Except to the extent caused by the occurrence of an Uncontrollable Circumstance or the City's fault, any unwarranted and intentional

neglect, failure or refusal of the Contractor to comply with any material provision of this Agreement within 30 days after written notice from the City setting forth the specific provision and noncompliance, said notice to be mailed to Contractor as provided herein, the City, upon notice to the Contractor and hearing, may, for good cause declare this Agreement forfeited and exclude the Contractor from further use Of the City streets and the Contractor shall thereupon surrender all rights in and under this Agreement.

21.2.1 The Contractor being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver trustee, or liquidator for a substantial part of its property; or a bankruptcy, winding up, reorganization, insolvency, arrangement, or similar proceeding instituted by the Contractor, under the laws of any jurisdiction, or against the Contractor, if the Contractor does not take the appropriate action to dismiss said proceedings; which proceedings have not been dismissed within one-hundred and twenty (120) Days of the institution of such proceedings; or any action or answer by the Contractor approving, consenting to, or acquiescing in, any such proceedings; or the event of any distress, execution, or attachment upon the property of the Contractor which shall substantially interfere with its performance hereunder.

21.2.2 The City shall, as soon as practical, notify Contractor of any failure on Contractor's part to comply with the terms of this Agreement. After receipt of notice from the City, Contractor shall acknowledge receipt of such notice and shall promptly provide the City with notice of what corrective action has or shall be taken by the Contractor, within a reasonable time, in light of the circumstances.

21.3 Events of Default by the City: The following shall constitute events of Default on the part of the City, except to the extent excused by the occurrence of an Uncontrollable Circumstance or Contractor's fault unless otherwise specified herein:

21.3.1 A failure by the City to timely perform any obligation under the terms of this Agreement and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the Default or immediately initiate and diligently pursue reasonable action and cure such nonperformance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if City commences the curing of such failure within such fifteen (15) Day period, and diligently pursues the curing thereof and both the City and Contractor agree that the failure cannot be cured in fifteen (15) Days); or

21.3.2 The City being insolvent or bankrupt or ceasing to pay its debts as they mature or making an arrangement with or for the benefit of its creditors or consenting to or acquiescing in the appointment of a receiver, trustee or liquidator for a substantial part of its property; or a bankruptcy, winding up,

reorganization, insolvency, arrangement or similar proceeding instituted by the City under the laws of any jurisdiction or against the City, if the City does not take appropriate action to dismiss said proceedings, which proceedings have not been dismissed within ninety (90) Days of the institution of such proceedings; or any action or answer by the City, approving of, consenting to, or acquiescing in, any such proceedings; or the levy of any distress, execution or attachment upon the property of the City, which shall substantially interfere with its performance hereunder.

21.3.3 Contractor shall, as soon as practical, notify the City of any failure on the City's part to comply with the terms of this Agreement. After receipt of notice from the Contractor, the City shall acknowledge receipt of such notice and shall promptly provide the Contractor with notice of what corrective action has or shall be taken by the City, within a reasonable time, in light of the circumstances. Failure to promptly provide acknowledgement of receipt of notice, or notice of planned corrective action, shall constitute an event of Default by the City.

## **Section 22.0 – Miscellaneous Provisions**

### 22.1 Choice of Law

This Agreement shall be construed in accordance with and governed for all purposes by the laws of the State of Georgia, excluding the laws applicable to conflicts or choice of law.

### 22.2 Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect. Amendments to the terms and conditions of this Agreement may only be made with the mutual consent of both City and Contractor when it is in the interest of both parties. All modifications of this Agreement shall not be valid unless in writing and signed by both parties

### 22.3 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

### 22.4 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

22.5 City's Authority

The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the Mayor and City Council adopted in open meeting and of record in its official minutes.

22.6 Notices

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by United States Postal Service, postage prepaid, by certified mail, return receipt requested, or by any nationally known overnight delivery service, or by courier hand delivery, provided a receipt is obtained therefore. All notices shall be deemed to have been given three (3) days after deposit in the United States Postal Service or upon delivery if sent by overnight delivery service or courier. All notices shall be addressed to the party at the address below:

To Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To City: City of Forest Park  
Attn: City Manager  
745 Forest Parkway  
Forest Park, Georgia 30297

Any address or name specified above may be changed by notice given to the addressee by the other part in accordance with this Section 22.6. A notice or other communication under this Agreement shall not be ineffective solely because a copy recipient, as indicated above, did not receive such copy. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept.

22.7 Cumulative Rights; No Waiver.

Except as otherwise expressly set forth in this Agreement, all rights, powers and privileges conferred hereunder upon the parties are cumulative, but not restricted to those given by law. No failure of any party to exercise any power given such party hereunder or to insist upon strict compliance by any other party to its obligations hereunder, and no custom or practice of the parties in variance with



the terms hereof, constitutes a waiver of any party's right to demand exact compliance with the terms hereof.

#### 22.8 Construction.

The captions of each Article, Section and subsection of this Agreement and the particular pronouns used herein, whether masculine, feminine, or neuter, singular or plural, are intended only to be used as a convenience in reference and must not be construed to limit or change the meaning of the language of this Agreement take by Section or as whole. If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this Agreement or the application of such terms, covenants, and conditions to persons or circumstances other than those as to which it is held invalid or unenforceable, are not affected thereby and each term, covenant, or condition of this Agreement are valid and will be enforced to the fullest extent permitted by law. The parties acknowledge that the parties and their counsels have reviewed this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

#### 22.9 Counterparts.

This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument, and the signature of any party to any counterpart of this Agreement may be appended to any other counterpart of this Agreement.

#### 22.10 Exhibits.

All of the Exhibits referred to in this Agreement are incorporated herein by reference and form a party of this Agreement for all purposes.

#### 22.11 Authorized Representatives.

The City's representatives are the City Manager and the Director of Public Works. Contractor must designate in writing one person to serve as its representative in all dealings with City.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement under seal as of the day and year first above written.

THE CITY OF FOREST PARK:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

(SEAL)

WASTE PRO OF GA INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**  
**List of City Facilities**

**EXHIBIT B****RESIDENTIAL RATES**

Weekly collection solid Waste from contents of 95-gal cart, bulk items, yard waste:

Base service charge: **\$17.81** per month per Service Unit

Tonnage Charge: **\$49.72** per ton collected

Additional cart charge: **\$10.07** per cart, per month, per Service Unit

**COMMERCIAL RATES****Front Load Rates:**

<b>MSW FEL</b>	<b>1X WEEK</b>	<b>2X WEEK</b>	<b>3X WEEK</b>	<b>4X WEEK</b>	<b>5X WEEK</b>	<b>6X WEEK</b>
4 YARD	124.64	229.05	333.46	437.87	542.28	646.69
6 YARD	148.14	276.04	403.95	531.86	659.76	787.67
8 YARD	171.63	323.03	474.44	625.84	777.24	928.64

**Extra Pick Up Fee: \$100.00 per dumpster**

**MSW Roll Off & Compactors:**

<b>Size</b>	<b>Haul Rate</b>	<b>Disposal</b>	<b>Rental</b>	<b>Delivery</b>
30 Yard compactor	225.00	50.00 per ton	755.00	Quote on order
35 Yard compactor	225.00	50.00 per ton	775.00	Quote on order
40 Yard compactor	225.00	50.00 per ton	795.00	Quote on order
Break away Compactors	N/A	N/A	\$700-\$799 site inspection needed	Quote on order
40 yard Receiver Box	\$225.00	50.00 per ton	125.00 per month	Quote on order
20 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00

30 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00
40 yard Open Tops	195.00	50.00 per ton	125.00 per month	150.00

**Other conditions:**

- 1. Roll off hauls that we are unable to haul due to circumstances created by the customer (blocked, damaged equipment etc.) Dry run fee of \$185 will be applied.
- 2. Any short pays on commercial invoices must be approved by both parties.
- 3. Roll off disposal charges change as follows (Recycling, Cardboard, & Metals \$59/ton, C&D \$45/ton).

**File Attachments for Item:**

**4. Council Discussion and Approval of Waste Management Contract Extension– Public Works**

**Background/History:**

It is proposed that the City extend its existing contract with Waste Management for a period of 120 days to provide for an orderly transition to Waste Pro. The draft agreement provides for such extension. [ADD ADDITIONAL TERMS AS NEGOTIATED.]



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** Council Discussion and Approval of Waste Management Contract Extension– Public Works

**Submitted By:** Bobby Jinks

**Date Submitted:** May 25, 2022

**Work Session Date:** June 6, 2022

**Council Meeting Date:** June 6, 2022

**Background/History:**

It is proposed that the City extend its existing contract with Waste Management for a period of 120 days to provide for an orderly transition to Waste Pro. The draft agreement provides for such extension. **[ADD ADDITIONAL TERMS AS NEGOTIATED.]**

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

**Financial Impact:**

N/A

**Action Requested from Council:**

Approval

**File Attachments for Item:**

**5. IGA (Inter-Governmental Agreement) Joint Crime Suppression Team – Police**

**Background/History:**

Based on violent crime rates increasing across our cities, a Joint Crime Suppression Team would be ideal to call upon when assistance is needed in our neighboring municipalities. This Task Force will provide consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.





CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** IGA (Inter-Governmental Agreement) Joint Crime Suppression Team – Police

**Submitted By:** Nathaniel Clark, Chief

**Date Submitted:** May 18, 2022

**Work Session Date:** June 06, 2022

**Council Meeting Date:** June 06, 2022

### Background/History:

Based on violent crime rates increasing across our cities, a Joint Crime Suppression Team would be ideal to call upon when assistance is needed in our neighboring municipalities. This Task Force will provide consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.

**Cost: \$ 0**

**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact: None**

### **Action Requested from Council:**

Vote on approval

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**CLAYTON COUNTY, GEORGIA AND THE CITIES OF FOREST PARK,  
JONESBORO, LAKE CITY, LOVEJOY, MORROW, AND RIVERDALE**

**JOINT CRIME SUPPRESSION TASK FORCE AGREEMENT**

This intergovernmental agreement (hereinafter “the Agreement”) is entered into by:

CLAYTON COUNTY, a political subdivision of the State of Georgia, and the following municipal corporations chartered by the State of Georgia:

THE CITY OF FOREST PARK, THE CITY OF JONESBORO, THE CITY OF LAKE CITY, THE CITY OF LOVEJOY, THE CITY OF MORROW, AND THE CITY OF RIVERDALE

for the purpose of setting forth the parties’ rights and responsibilities with respect to the creation and operation of a Joint Crime Suppression Task Force which provides consolidated police action to target drug crimes, gang activity and violent crimes that occur throughout the County irrespective of jurisdiction boundaries.

**WITNESSETH**

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of the State of Georgia provides that counties and municipalities may contract with each other for joint services; and

WHEREAS, Clayton County, the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, and Riverdale (jointly “the parties”) have determined that there is a present and continuing need for conducting joint crime suppression operations to deter violent crime, gang activity and drug crimes; and

WHEREAS, the parties have determined that the best method to accomplish these joint activities is to have qualified personnel from the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, Morrow, and Riverdale (collectively the Participating Cities) sworn in as police officer reserves as part of the Clayton County Police Department Crime Suppression Task Force; and

WHEREAS, the parties have determined that it is mutually beneficial to the public health, safety and welfare of the citizens of Clayton County, and the

Participating Cities to have joint task force for crime suppression throughout the county; and

WHEREAS, Clayton County and the Participating Cities are desirous of setting forth the rights and responsibilities of the Parties, and the authority of the Parties in joint operations and desire to provide for limited jurisdictional authority as provided in Article 9, Section 3 of the Constitution of the State of Georgia:

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties hereunto agree as follows:

### SECTION 1: PREAMBLE

The foregoing recitals are true and correct and incorporated herein by reference.

### SECTION 2: JOINT OPERATIONS

The Clayton County Police Department, the Police Departments of the cities of: Forest Park, Jonesboro, Lake City, Lovejoy, and Riverdale shall conduct joint crime suppression operations within and throughout unincorporated Clayton County and within the corporate limits of participating cities.

Prosecution for any arrests will be governed by venue (or as required by state law) and that each party agrees to allow the arresting officer (regardless of their actual employer) to participate in the prosecution of the case whether municipal, county or state court.

### SECTION 3: DURATION

- A. This Agreement becomes effective immediately upon approval by the Board of Commissioners of Clayton County and for each participating city that approves the Agreement through their mayor and city council. Any amendment to this agreement must be in writing and approved by the parties through their governing bodies.
- B. This Agreement shall be for one year with four additional renewals for one year each for a total of five years. This agreement will automatically renew on the anniversary of its adoption by the Board of Commissioners unless otherwise terminated pursuant to the provisions contained herein.

- C. The Chief of Clayton County Police Department or the Chief of any of the Participating Cities may terminate his or her agency's participation in this Agreement upon a thirty (30) day written notice to the chiefs of police of the other participating parties.

#### SECTION 4: ASSIGNMENT OF PERSONNEL

Personnel from each Participating Agency shall remain employees of that agency and shall be entitled to salary, compensation and other benefits of employment only from their respective employer and shall have no employment rights or vesting as an employee of the other agencies.

#### SECTION 5: STRUCTURE AND SUPERVISION

- A. Joint operations under this Agreement shall be supervised by the Clayton County Police Department.
- B. Chain of Command – During joint operations, task force personnel shall report and answer to the Task Force Commander appointed by the Chief of Police of the Clayton County Police Department.
- C. During joint operations, all personnel shall adhere to the policies and procedures established by the Clayton County Police Department for the task force.
- D. During joint operations, Task Force members will be governed and agree to abide by, the use-of force policy, vehicle pursuit policy, and reporting policies of the Clayton County Police Department. Each member will receive a copy of the policy, acknowledge receipt and understanding of the policy supported by training as set forth in Section 7, E. 1. In the event of a Task Force use-of-force / vehicle pursuit incident or complaint, the incident or complaint will be documented and investigated by Clayton County Police Department Internal Affairs unit, with a final report and recommendations provided to the member agency.

#### SECTION 6: DUTIES

- A. Joint operations shall include illegal drug suppression. Each Participating Agency shall provide all equipment required to conduct the joint operation to its personnel including a motor vehicle. Each agency is responsible for maintenance, fuel and insurance of any vehicle provided pursuant to this agreement.

- B. For purposes of this Agreement crime suppression shall include but is not limited to: surveillance, covert and overt investigations, sting operations, canine operations, illegal drug interdiction and details as assigned. All charges and arrests shall be written in the format prepared and used by the Clayton County Police Department to be submitted to the proper court.

#### SECTION 7: ADMINISTRATION PROCEDURES

- A. Swearing of appointed personnel – Officers of the Participating Cities shall be sworn in as police officers of the Clayton County Police Department Reserves pursuant to Chapter 54, Article I, Section 54-3 of the Code of Clayton County, Georgia. Once sworn, appointed personnel of the Participating Cities shall have, in addition to the police powers in their home jurisdictions, investigative and arrest powers within Clayton County, but only when performing the duties specified within this Agreement.
- B. Appointed personnel shall hold such appointment in the Clayton County Police Reserves at the discretion of the Clayton County Chief of Police. Participating agencies may also withdraw their own personnel from the Task Force at their discretion.
- C. Appointed personnel may hold an advanced rank only with their employing agency. Outside of their primary jurisdiction, personnel shall hold the rank of agent with no seniority when involved in a joint operation. No rights or entitlements shall accrue to personnel, other than those allowed in their primary jurisdiction.
- D. Disciplinary Procedures – Failure to comply with the Joint Operation Supervisor’s orders may result in the immediate suspension from the program until the case can be reviewed by the Clayton County Chief of Police who may revoke the appointment and sworn commission in the Clayton County Police Department Reserve under this Agreement.
1. Complaints of insubordination or other serious violation shall be submitted by the Clayton County Assistant Chief of Police. After investigation and recommendation, the Clayton County Chief of Police shall have the authority and discretion to revoke or suspend the appointment and commission of such officer under this Agreement by submission, in writing, to the Chief of that officer’s employing agency.

2. Any internal investigation necessitated under this Agreement shall be conducted by the Clayton County Police Department in accordance with its Standard Operating Procedures. A copy of the investigation will be provided to the Chief of the officer's employing agency. All member agencies must cooperate in an internal investigation when requested.

E. Training

1. Each sworn city and county officer assigned to the Crime Suppression Task Force must qualify on the state's firearm course at the Clayton County Police range each calendar year. In addition, each sworn city and county officer must receive annual training in use-of-force, Title VII violation prevention and the County's Vehicle Use Policy to include vehicle pursuit policy and maintain the minimum training hours required by the Peace Officer Standards and Training Council. Each sworn city and county officer must satisfactorily complete the County's tri-annual training on harassment prevention.
2. Required training will be conducted at no expense to Task Force Members, and will be recorded on their individual GA POST training records.

SECTION 8: EMPLOYMENT STATUS OF APPOINTED PERSONNEL

- A. Personnel from each Participating Agency shall remain that agency's employee, and shall be entitled to salary, compensation and other benefits of employment only from their respective employer. Said employer is solely responsible for the payment of compensation to any appointed personnel who becomes injured arising out of or in the course of their employment while participating in activities under this Agreement.
- B. The parties agree that each is responsible for providing required benefits for their own employees assigned to the Task Force, including, but not limited to benefits under the Worker's Compensation Act.
- C. **Immunity and Defenses Not Waived**  
Nothing contained herein shall be construed to constitute any waiver by the Participating Agencies of their respective Governmental Immunities. Each participant specifically reserves all immunities and defenses afforded to each of them under the Constitution and laws of the United States and the Constitution and laws of the State of Georgia.

#### SECTION 9: GOVERNING LAW

The parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed in Clayton County, Georgia.

#### SECTION 10: MERGER CLAUSE

The parties agree that the terms of this Agreement include the entire agreement between the Parties and as such shall exclusively bind the Parties. No other representatives either oral or written may be used to contradict the terms of this Agreement.

#### SECTION 11: NO CREATION OF CAUSE OF ACTION

Nothing contained in this Agreement shall be construed as creating a right or cause of action for any participating officer, or any other third party, as against the Participating Agencies or their respective officers, agents, employees, insurers or assigns, nor as a right for any such third party to institute or maintain a suite which would not otherwise exist under the law as a legal claim against any of them.

#### SECTION 12: WAIVER

A waiver by any Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant or condition.

#### SECTION 13: SEVERABILITY

The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity or unenforceability of any Agreement provision shall not affect the validity or enforceability of any other provision or provisions of this Agreement.

#### SECTION 14: EQUITABLE SHARING

- A. The parties agree to equitably share the monies seized by the Crime Suppression Task Force.
- B. With the exception of motor vehicles, seized items retained for law enforcement use may be assigned to any task force member. Once the

item is no longer needed, it shall be auctioned and the proceeds equitably shared according to the formula within this Section.

- C. Motor vehicles retained for law enforcement use may only be assigned to employees of the government owning the title to the motor vehicle. The ownership of a seized motor vehicle may be transferred to a member agency in lieu of that agency's equitable share based on the Kelly Blue Book value of the vehicle as a trade-in.
- D. Equitable sharing shall be based on the participating agency staffing contribution for the investigation that resulted in the forfeiture.

#### SECTION 15: GOVERNING BOARD AND NEW PARTIES

- A. A governing board shall consist of the Clayton County Chief of Police, who shall serve as Chair, and the chief of police of each participating city.
- B. The Board shall exist to oversee equitable sharing and the addition of new parties. The Chair may call meetings from time to time to discuss any issues regarding equitable sharing of the addition of new parties.
- C. Any police chief of a city within the County that is not a member of the joint task force may petition the governing board for admission by contacting the chair. The chair will call a meeting of the governing board to consider the request.
- D. If the board approves, the requesting city chief will obtain permission from his or her governing authority to join the joint task force. Upon receipt of the approval of the applicant city's mayor and counsel, the Chair will cause a new Joint Crime Suppression Task Force Agreement to be drawn for approval by the County Board of Commissioners and the mayor and council of member cities including the new member.
- E. Upon approval and execution of the new agreement, the Crime Suppression Task Force will begin operations.

#### SECTION 16: CERTIFICATION BY EACH PARTICIPATING PARTY

Each of the persons signing this Agreement herein certifies that he/she is over the age of eighteen (18), suffering no legal disability and that he/she has executed this Agreement only after said Agreement has been approved by the governing body of the Party. Each such person also certifies that he/she is authorized to bind his/her respective government to this Agreement.



IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jeffrey E. Turner, Chairman  
Clayton County Board of Commissioners

\_\_\_\_\_  
Angelyne Butler, Mayor  
City of Forest Park

\_\_\_\_\_  
Joy Brantley Day, Mayor  
City of Jonesboro

\_\_\_\_\_  
Ronald Dodson, Mayor  
City of Lake City

\_\_\_\_\_  
Bobby Cartwright, Mayor  
City of Lovejoy

\_\_\_\_\_  
John Lampl, Mayor  
City of Morrow

\_\_\_\_\_  
Dr. Evelyn Wynn-Dixon, Mayor  
City of Riverdale

SECTION 17: CERTIFICATION BY EACH CHIEF OF POLICE

Each of the chiefs of police signing this Agreement herein certifies that he/she is over the age of eighteen (18), suffering no legal disability, and that he/she has executed this Agreement only after said Agreement has been approved by his/her governing body.

IN WITNESS WHEREOF, the Parties have signed their names and affixed their seals to this Agreement, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Kevin Roberts, Chief of Police  
Clayton County Police Department

\_\_\_\_\_  
Nathaniel Clark, Chief of Police  
City of Forest Park

\_\_\_\_\_  
Tommy L. Henderson III, Chief of Police  
City of Jonesboro

\_\_\_\_\_  
Anthony "Tony" Whitmire, Chief of Police  
City of Lake City

\_\_\_\_\_  
Michael A. Gaddis, Chief of Police  
City of Lovejoy

\_\_\_\_\_  
Renan Lopez de Azua, Chief of Police  
City of Morrow

\_\_\_\_\_  
R. Todd Spivey, Chief of Police  
City of Riverdale

**File Attachments for Item:****6. Council Discussion on Approving Courtware Software (JusticeONE) - Police****Background/History:**

We are requesting to switch from our current court solution, CentralSquare ONESolution IJS, to JusticeONE Courtware Solution.

There are numerous benefits to switching from CentralSquare ONESolution IJS to JusticeONE Courtware. JusticeOne Courtware will save the department time and increase our overall efficiency in processing citations, docket preparation, and all other municipal court duties. ONESolution IJS is antiquated, and it is extremely difficult to obtain software support from CentralSquare.

When using ONESolution IJS, the steps that we must take to complete the process from the initial citation entry to the disposal of the case is manual and time consuming. We have been experiencing issues with uploading the citations from CentralSquare RMS to IJS. For months, we've manually entered each citation into IJS. The process could take an entire day to complete. As of today, CentralSquare has not been able to identify the issue.

The JusticeOne Courtware solution will allow our department to perform in a more efficient and effective way to serve the citizens for Forest Park.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Courtware Software (JusticeONE) - Police

**Submitted By:** Nathaniel Clark, Chief

**Date Submitted:** May 27, 2022

**Work Session Date:** June 06, 2022

**Council Meeting Date:** June 06, 2022

### Background/History:

We are requesting to switch from our current court solution, CentralSquare ONESolution IJS, to JusticeONE Courtware Solution.

There are numerous benefits to switching from CentralSquare ONESolution IJS to JusticeONE Courtware. JusticeOne Courtware will save the department time and increase our overall efficiency in processing citations, docket preparation, and all other municipal court duties. ONESolution IJS is antiquated, and it is extremely difficult to obtain software support from CentralSquare.

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The JusticeOne Courtware solution will allow our department to perform in a more efficient and effective way to serve the citizens for Forest Park.

**Cost:** \$ 25,000.00 (one-time)

**Budgeted for:**  Yes  No

**Financial Impact:**

### **Action Requested from Council:**

Vote on approval



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Courtware Software (JusticeONE) - Police

**Submitted By:** Nathaniel Clark, Chief

**Date Submitted:** May 27, 2022

**Work Session Date:** June 06, 2022

**Council Meeting Date:** June 06, 2022

### Background/History:

We are requesting to switch from our current court solution, CentralSquare ONESolution IJS, to JusticeONE Courtware Solution.

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The JusticeOne Courtware solution will allow our department to perform in a more efficient and effective way to serve the citizens for Forest Park.

**Cost:** \$ 25,000.00 (one-time)

**Budgeted for:**  Yes  No

**Financial Impact:**

### **Action Requested from Council:**

Vote on approval



## NON-EXCLUSIVE LICENSE AGREEMENT

THE STATE OF GEORGIA  
COUNTY OF: Clayton

JusticeONE® (herein "JSO"), 5917 Edenfield Dr. Suite 110, Acworth, Georgia 30101, for good and valuable consideration, hereby grants a nonexclusive license to:  
City of Forest Park

(END USER)

745 Forest Parkway | Forest Park, GA 30297

(ADDRESS)

(CITY, STATE, ZIP CODE)

(herein "Licensee") to use certain software programs and related materials (herein "Programs") for the designated processing system, subject to the terms and conditions hereof (herein "License"):

Programs shall include executable modules for each software program identified in this Agreement, user's manual and related documentation, in machine readable or printed form.

LICENSE	QTY	UNIT PRICE
Data Conversion Court (custom conversion)	Yes	Included
Learning Management System (LMS) Online Training		
Data Conversion from One Solution IJS Software to Courtware VCMS Software		

\$ 25000.00 single payment (one-time fee). Price includes the following services: Installation, Training, Maintenance, Upgrades and non-customized modifications related to these products.

IN WITNESS WHEREOF, we have executed this agreement on this the 1 day of January 2022 to which witness our hands and seal of office.

### Licensee

### Courtware

Signature: *[Signature]*

Signature: *Jonathan Sampson*

Print:

Print: Jonathan Sampson

Title:

Title: Sales Executive

Date

Date: 12/14/2021

### Forward Looking Statement

Presentation(s) or product demonstration(s) shared with you may contain forward-looking statements that involve risks, uncertainties, and assumptions. If any such uncertainties materialize or if any of the assumptions prove incorrect, the results of Courtware Solutions, Inc. (Courtware) could differ materially from the results expressed or implied by the forward-looking statements that we make. Customers who purchase our services should make their purchasing decisions based upon features that are currently available.

**1. LICENSE**

Licensee acknowledges that it shall be deemed a licensee of Courtware Solutions, Inc. and that it obtains hereby only a non-exclusive license to use the Programs. Title and all ownership and intellectual property rights in the Programs licensed under this license Agreement remains with JSO and do not pass to licensee. The Programs are agreed to be valuable proprietary information and to contain trade secrets, which JSO is authorized to license. Licensee is licensed to use the Program solely for the internal purposes of its own business. Licensee agrees that Licensee will not permit the Program to be used either directly or indirectly by licensee's customers or any other person or entity through a timesharing service, service bureau arrangement or otherwise. Licensee may not grant sublicense or other rights in the software to others, nor assign or transfer this license to any third party. JSO shall have the right to terminate this license if licensee violates any of its provisions. Licensee recognizes and agrees that the Program and all portions, reproductions, modifications and improvements thereof provided to licensee hereunder are (i) considered by JSO to be trade secrets; (ii) provided to licensee in confidence; and (iii) the exclusive and proprietary information of JSO. Title and full ownership rights in the Product and modifications and improvements provided by JSO shall not vest in licensee. Licensee agrees not to remove or destroy any Proprietary or confidential legends or makings placed upon or contained within the Program and related materials.

**2. TERMS**

This license shall be in effect from the date of execution of this Agreement and shall remain in effect during the term of this agreement. Upon termination or expiration of this license, all rights and obligations shall cease, except the licensee's obligation to maintain the confidentiality of JSO's proprietary information.

**3. SECURITY**

Licensee shall take all reasonable steps necessary to ensure that the Programs, or any portion thereof, on magnetic tape, disk or memory or in any other form are not made available by the licensee or by any of its employees to any organizations, or individuals not licensed by this license Agreement to make use thereof, in particular licensee recognizes the proprietary nature of the Programs and agrees as follows:

- a. To make no copies or duplicate the Programs or any component thereof by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of JSO.
- b. To reproduce JSO's copyright notice on all materials related to or part of the Programs on which JSO displays such copyright notice, including any copies made pursuant to this license Agreement.
- c. Licensee shall not copy, reproduce, reverse assemble, reverse compile, compare, modify, merge, transfer or distribute the Program or allow any other person to do so in any way or manner without the prior written authorization of JSO.
- d. Any modifications or enhancements to the Program, or any other Program related material provided by JSO to the Licensee shall be subject to all conditions and restrictions contained in this Agreement.

**4. LIMITATION OF LIABILITY**

JSO's liability for damages to licensee for any cause whatsoever related to this license, and regardless of the form of action, whether in contract or in tort including negligence, shall be limited. This limitation of liability will not apply to claims for patent and copyright infringement. Notwithstanding anything herein to the contrary in no event shall JSO be liable for any lost profits, lost savings, or other special, incidental or consequential damages, or for punitive or exemplary damages, even if JSO has been made aware of the possibility of such damages, or for any claim against any other party, in connection with the delivery, installation, training, testing, use, performance or nonperformance of the Programs, or the act or failure to act of JSO, or arising out of, related to or in connection with this Agreement.

**5. TERMINATION**

Upon termination of the license herein granted arising from termination of this license for any reason, licensee shall deliver to JSO all magnetic or otherwise materials, together with all portions, reproductions, and modifications thereof, furnished by JSO and pertaining to the Programs and shall also warrant that all copies thereof have been destroyed or returned to JSO. Within ten (10) days of request by JSO, licensee shall certify in writing to JSO that to the best of licensee's knowledge, the original and all copies, in whole or part, or the Programs have been destroyed or returned to JSO. In addition, all documentation, listings, notes or other written material pertaining to the Program shall be returned to JSO or destroyed. The right of termination under this Section shall be in addition to any other right or remedy either party may have at law or in equity. JSO shall have the right to terminate this Agreement, by giving written notice of such termination to licensee, in the event that the licensee (i) fails to pay JSO any sums due and payable hereunder within ten (10) days after their due date, (ii) fails to observe any of the licensee's obligations hereunder with respect to proprietary information or confidentiality, or (iii) fails to perform or observe any other material term or obligation set forth in this Agreement.

**6. NO WARRANTY**

JSO PROVIDES THE PROGRAM "AS IS". JSO MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, AND WITHOUT LIMITATION, THE CONDITION OF THE PROGRAMS, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. JSO does not warrant that the function contained in the Program will meet the licensee's requirements or that the operation of the Program will be uninterrupted or error free.

**7. SPECIAL SERVICES \***

JSO will provide the Client with Such Special services or supplies reasonably requested or approved by the Client including, but not limited to, special data entry services, such as conversion, program and test data keypunching, data entry, computer runs, or industrial or systems engineering services provided that the Client and JSO agree upon the fee therefore, and that the Client approves, in writing, payment for such services as special.

**8. EMPLOYMENT**

The Client agrees to retain and employ JSO as an independent Contractor, and JSO agrees to Serve the Client upon the terms and conditions hereinafter stated.

**9. SERVICE PERIOD**

This agreement shall commence January 1, 2022 and shall continue to and including January 1, 2023. Client shall have the right and option to continue to receive the services of JSO as provided Hereunder for additional periods. In the event that the Client elects to continue to receive services from JSO, this Agreement shall automatically renew for an equal term, unless the Client informs JSO in writing ninety (90) days prior to the Agreement Expiration Date. This Agreement applicable thereto shall continue in full force and effect for any additional period licensee determines.

**10. AGREEMENT TERMINATION OR EXPIRATION**

Not less than three (3) months prior to the Expiration Date, the Client shall notify JSO whether or not it desires after the Expiration Date to use the JSO Programs. Upon termination of this Agreement in part or in full by action of the terms herein or upon action of the parties, JSO will assist in the transferring of the Client's data files retained by JSO pursuant to this Agreement, to another data format that the Client desires and communicates provided however, that such formats do not violate the proprietary rights of JSO. Further, costs involved with any such transfer of data shall be borne by the Client.

**11. AUTHORIZATION**

The chief executive officer ("Executive") of the Client certifies that all appropriate steps to legally enter into this agreement have been taken on behalf of the client, that the matter has been approved by the appropriate legislative body and that the terms of this agreement are understood. Moreover, the executive certifies that all laws, rules and regulations as well as any local government rules were followed with regard to acceptance of this contract and that this agreement meets all standards for governmental contracts.

**12. DUTIES**

During the period or periods Of JSO's retainer hereunder, JSO shall provide data processing services to the Client and its various departments. JSO agrees to provide any necessary training to the Client's personnel to the extent at which the personnel are proficient utilizing the JSO software. The Client will retain the right to request additional training throughout the life of the contract at times agreeable by both parties. The Client acknowledges that during the term of this Agreement certain computer programs will be utilized by or otherwise made available and that these programs and their use by the Client shall be governed this Agreement.

**13. DATA FILES**

The Client's data files and the data contained therein shall be and remain the Clients property and all the existing data and data files shall be returned to it by JSO at the Expiration Date or upon earlier termination of this Agreement, The Client's data shall not be utilized by JSO for any purpose other than that of rendering services to the Client under this Agreement, nor shall the Client's data or any part thereof be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by JSO or commercially exploited by or on behalf of JSO, its employees or agents.

**14. COMPENSATION AND TERMINATION \***

Commencing 1 January 2022 the Client shall pay to JSO one-time at its office in Cobb County, Georgia, as fees for its services, upgrades, and software support \$ 25,000.00 single payment (one-time fee). The payment rate is subject to change, upon notification. The Client will be responsible for generating an invoice report from the Court Management System each month to be included in with the payment sent to JSO office in Cobb County, Georgia. If the Client shall default in the payments of JSO provided for herein above or shall fail to perform any other material obligation agreed to be performed by client hereunder JSO shall notify the Client in writing of the facts constituting default. If the Client shall not cause such default to be remedied within ten (10) days after receipt of such written notice, JSO shall have the right with no further written notice to terminate aforementioned support.

**15. Data Sharing**

If used the Client consents and agrees to Courtware's collection and use of all law enforcement and court data provided by Client to Courtware, including but not limited to the Shared Data. Although the Client acknowledges and agrees that Courtware collects data as a part of its ordinary business activity and Courtware may use, distribute, sell and reproduce such data at its sole and absolute discretion, Client also specifically consents and agrees to Courtware's providing the Shared Data to any and all of those persons and entities participating in Courtware's Data Sharing network.

Client acknowledges and agrees that Courtware is not responsible for and does not make any warranties with respect to the accuracy of any Shared Data. Client agrees to provide accurate Shared Data to Courtware, and Client acknowledges that other persons and entities may have access to, use, distribute and reproduce any or all of the data collected by Courtware, including but not limited to the Shared Data.

Client agrees that it will not provide Courtware with any data that cannot be lawfully disclosed to other persons or entities by Courtware. Client further warrants that all Shared Data provided by Client to Courtware is publicly available and is not subject to any intellectual property claims or other claims of any other person or entity.

Client agrees to comply with all state, federal, and local privacy, security and otherwise applicable laws, rules and regulations in any way related to the use, transfer or disclosure of any data provided by Client to Courtware, including but not limited to the Shared Data.

Client agrees that Client will only use the Shared Data in a manner consistent with all applicable laws, rules and regulations.

Client agrees not to sell, provide access to or redistribute in any manner to any person or entity who is not at that time employed by Client, whether electronically, in paper format, or otherwise, any of the Shared Data that Client receives from Courtware, unless prior written consent is given by Courtware. Client agrees to require all employees and any other person or entity that may have access to any Shared Data to return all copies, whether electronic, paper or otherwise, of the Shared Data back to Client immediately upon ceasing to be an employee of or under contract with Client.

**16. MISCELLANEOUS**

This Agreement shall be binding upon the successors and assigns of each party. Other than JSO's granting a Uniform Commercial Code security interest to a third-party lender in the accounts receivable/contract rights to receive money under this Agreement and many equipment furnished by JSO to Client, neither party shall assign its rights or obligations hereunder without the express written consent of the non-assigning party. The Agreement shall embody the entire agreement between the parties but may be amended from time to time by the written consent of both parties. This agreement shall be construed under the laws of the State of Georgia, and the invalidity of any portion shall not invalidate the remainder of the agreement, but such remainder shall be given full force and effect if practicable.

\* Definition of a "Paid" Violation; Any violation in which a payment has been received.

\* Definition of "Special Services"; Services and or enhancements that are unique to Client, and cannot be used by JSO's existing customer base.