



CITY COUNCIL REGULAR SESSION

Monday, April 17, 2023 at 7:00 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
YouTube: <https://bit.ly/3c28p0A>
Phone Number: (404) 366.4720

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

The Honorable Mayor Angelyne Butler, MPA

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

The Honorable Dabouze Antoine
The Honorable Latresa Akins-Wells

Ricky L. Clark Jr, City Manager
S. Diane White, City Clerk
Mike Williams, City Attorney

AGENDA

VIRTUAL MEETING 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:

INVOCATION/PLEDGE:

ROLL CALL - CITY CLERK:

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

APPROVAL OF MINUTES:

- 1. Council Approval of Council Work Session and Regular Meeting Minutes from April 3, 2023 - City Clerk**

NEW BUSINESS:

- [2.](#) **Discussion on an agreement between the City of Forest Park and Clayton County Public Schools on RedSpeed system revenue sharing** – Executive Offices
- [3.](#) **Council Approval for Funding of Specified Events** – Legislative
- [4.](#) **Council Confirmation of the Police Chief Candidate** – Executive Offices

CLOSING COMMENTS BY GOVERNING BODY:

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 Approval of Council Work Session and Regular Meeting Minutes from April 3, 2023 - City Clerk**



CITY COUNCIL WORK SESSION

Monday, April 03, 2023, 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.

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FOREST PARK CITY HALL
745 Forest Parkway
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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

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler at 6:00pm and she read the Mission Statement.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5	✓	

Joshua Cox, IT Director; Pam Stevenson, Management Analyst; Chiquita Barkley, Finance Director; Arthur Geeter, Purchasing Manager; LaShawn Gardiner, Director Planning & Community Development; Shalonda Brown, Director of Human Resources; Bobby Jinks, Director of Public Works; Bruce Abrahams, Director Economic Development;

Tarik Maxwell, Director Rec. & Leisure; Latosha Clemons, Fire Chief; Nigel Whatley, Deputy Director PW; and Sandra Johnson, Deputy Police Chief

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

COMMUNITY INFORMATION/REMINDERS:

- On Saturday, April 08, 2023, the City of Forest Park's Recreation and Leisure Department will host our Annual SpringFest from 1:00pm – 5:00pm. The event will take place in Kiwanis Stadium at 667 South Ave, Forest Park GA. Easter Egg Hunt is set to begin at 4:00pm. Registration is not required and there is no cost to attend this event.
- On Saturday, April 15, 2023, from 11:00 am – 5:00pm, the City of Forest Park, sponsored by Ward 3 Councilman Hector Gutierrez, Hope Beckham, Inc., Rumors, and the Zagoria Law Firm LLC presents the inaugural Selena Day Community Event. Planned activities include Karaoke, Food Trucks, and a Look-a-like Contest. This event will be held at Starr Park, located at 5031 Park Ave. There is no cost to attend. Sponsors and vendors are still wanted. For more information, contact our Council Aides Tenisha Dixon (470) 487-3753 or Marsha Johnson (470) 630-2355.
- On April 15, 2023, from 10:00am – 2:00pm Choose Health Life is having a Community Health Fair at the Gateway Restoration Church located at 4981 Phillips Drive, Forest Park, GA. For morning information please contact Shemena Lane, Health Navigator at (404) 804-5008.
- Forest Park High School's Class of 2023 Caravan will be held on May 20, 2023 @ 11:00am. Please make your posters, banners, and yard signs to help celebrate along the caravan route.

CITY OPERATIONS:

- On Friday, March 31, 2023, the City Manager's office held a "Police Chief Candidates Meet-n-Greet". The top three finalists were presented Mr. Brandon Criss, Asst. Chief Clayton County Sheriff's Department, Sandra Johnson, Deputy Chief Forest Park Police Department, and Mr. Eddie Smith, Retired Commander of the Atlanta Police Department. Thank you to everyone who attended and participated. The recommended candidate will be presented for confirmation at the April 20, 2023, City Council Meeting.
- At the March 20th Council Meeting, we received a complaint regarding speeding and trash cans left in the street after pickup in the Albert Drive area. Police have increased patrols for speeders in the area, as well as our sanitation and code enforcement responded to the area investigated and issued several "Cart Placement" citations. We will continue enforcement in this area until we obtain compliance.

EMPLOYEE SPOTLIGHT/SHOUT OUT:

Councilwoman Wells observed our very own Forest Park Police, Sgt. Todd Gladden, helping a stranded motorist and wanted us to understand that this is what we are all about going above and beyond and helping each other. So, I would like to give a huge KUDO to Sgt. Gladden and thank you sir for all you do.



Shout out to Fire Chief Latosha Clemons for visiting and participating in Unidos Dual Language School Woman's History Month Program.



CONGRATULATIONS:

Congratulations to Forest Park Police Officer Gilbert on the birth of Little Miss Lindsey Prichard on March 26, 2023. She was 6lbs and 7oz, both mom and Lindsey are doing great.

**NEW BUSINESS:**

1. **Council Discussion on Entering into Agreement with Axon Enterprise, Inc for New/Updated Tasers**
- Police

Background/History:

The Forest Park Police Department is requesting the City Council's approval to enter into a five-year contract with AXON for the purchase of 60 Taser 7 Conducted Electrical Weapons (CEWs). The last payment for the current contract is due 2024.

An audit was conducted by Certified Axon Taser Instructor Captain Keith McGhee for functionality, battery life, and the total number of Tasers available for officer use. Captain McGhee receives regular updates from Axon indicating CEW's that are beyond the lifespan and need to be upgraded.

During the month of February 2023, an audit revealed the following: 16 weapons were nonfunctional, 31 weapons had continuous problems with extremely low batteries that are non-serviceable. Captain McGhee received a written report from Axon Representative indicating that our current weapons (X26P) exceeded their five-year useful life on April 14, 2022, The Tasers are no longer covered under warranty, or covered by Axon for repair or maintenance. Additionally, our weapons system is no longer covered by Axon Liability Insurance. Due to the less than lethal weapons being obsolete, we are asking the City Council to approve the FPPD to enter into a new contract with Axon.

Comments/Discussion Governing Body:

Deputy Chief Johnson – We have tasers that we are having problems with, and it is time to enter into a new contract. We respectfully ask the mayor and council to consider going into a new contract.

Mayor Butler – The battery life for the body cameras, from what I understand the charge does not last for an entire shift.

Deputy Chief Johnson – That is correct, and it is something we investigated, but the cost was extremely high. We will continue to research this to find great equipment for a better price.

Mayor Butler – If they do not last an entire shift, how are they to charge the battery? Is it something they can do in the vehicle?

Deputy Chief Johnson – I believe they must bring them back to the office to recharge them. There are other batteries on charge, so they just swap them out.

2. Council Discussion on Approving the Removal and Installation of equipment on self-support tower - Planning & Com. Dev.

Background/History:

Authorization of the City Council to approve a Conditional Use Permit to allow AT&T and its authorized agent, Providence Real Estate Consulting, to remove and install antennas, modules and cabling on an existing cell tower located at 66 Barnett Road. The applicant has housed cell technology equipment on the existing tower for several years. The Planning Commission recommended approval at its March 16, 2023, meeting.

Comments/Discussion Governing Body:

LaShawn Gardiner, Director of Planning & Community Development – The tower currently exists and has been there for a number of years. They would like to remove existing equipment, and then to upgrade the equipment. It is at 66 Barnett Road.

3. Council Discussion on Approving a Conditional Use Permit for a Small Event Party Venue – Planning & Community Dev.

Background/History:

Authorization of the City Council to approve a conditional use permit to allow an event/party venue to host small gatherings, bridal showers and banquets at 1067 Forest Parkway, Ste. A. The business will operate on the weekend, Friday through Sunday. The space was formerly a party supply store. The property is zoned Institutional Commercial (IC). The district does not allow an event venue as permitted or conditional use but allows places of assembly as a conditional use. Examples of places of assembly uses are assembly halls, arenas, dance halls, pool/billiard halls and similar indoor amusement or recreation uses. Planning Commission recommended approval with conditions at its March 16, 2023, meeting.

Comments/Discussion Governing Body:

Councilmember James – Questions the conditions that the planning commission is recommending?

Lashawn Gardiner, Director of Planning & Community Development – One of the conditions related to parking standards, is the applicant will not be functioning, Monday – Friday, or Monday- Saturday. We asked her to provide information on how she would work it out with the tenants that are also in the parcel. She did provide information about those tenants that utilize the property, and they were fine.

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

Background/History:

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

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

Comments/Discussion Governing Body:

There were no comments/discussion from the governing body.

5. Sister Cities International Discussion – Executive Offices

Background/History:

On September 8, 2020, the Forest Park City Council Approved Resolution No. 20-21 authorizing participation in Sister Cities International. This initiative was created at President Eisenhower's 1956 White House conference on citizen diplomacy. It was envisioned as an organization that could be the hub for peace and prosperity by creating bonds between people from different cities around the world. By forming these relationships, it became the hopes of a nation where people of different cultures could celebrate and appreciate their differences and build partnerships that would lessen the chance of new conflict.

One of the key components of these Sister City relationships is Goodwill Missions, which offer opportunities to deepen friendships and cultural understanding between our sister-states. If it is the desire of the City of Forest Park to deepen commitments and relationships with Senegal, Africa it is requested that we discuss and approve sending a diplomatic goodwill delegation to the country.

Comments/Discussion Governing Body:

Ms. Felicia Davis – The City of Forest Park hosted the mayor of our sister city. I just came back from visiting Yen, and on the office wall there is a picture of the mayor with the president of Senegal. On the other wall is a picture of the mayor and our mayor. They wanted me to extend the invitation, when this delegation comes, they have planned a phenomenal welcome. There are benefits the city will enjoy as a result as well, with an expectation that a delegation will also come and visit us.

Councilmember James – The cost of \$50,000.00 to be added to the budget, what does that encompass.

Ms. Davis – I can speak to some of the cost for going. Hotel stay is nominal, airfares fluctuate, but about \$2,000-\$2,500 or less per person. It would be our hope as a city, that there will be some sort of a contribution. The budget is for the whole Sister City program, not just the delegation of that one trip. I do not know how it is completely written or how many people plan to go.

Mayor Butler – Right now we factored in 8 people, and this number was projected on the airfare. The hotel cost we were not sure of, so we budgeted more than expected to make sure we did not have to come back to the council. We are asking those that want to go to contribute from \$500-\$1,000.00, so they can have some investment in this whole process.

Ms. Davis – I can say, I just took 14 HBCU alumni students for 10 days and it ended up being \$50,000. We built a tree shelter and planted 103 trees and had a lot of transportation costs that the city will not have.

Councilmember James – If approved for the 2023-24 budget, will it come back to council once the delegation has been selected? Do we have to approve that process or is it going to be automatic?

City Manager – The delegation will be appointed by the council, so it will not necessarily come back.

Councilmember Gutierrez – I love this idea, and I think it exposes us to different cultures, to show the world what Forest Park is about, and to learn about other communities. At this time, I cannot support this because. I am fending for some of the events that I have here in my community, that were taken out of the last budget. If we can talk about this for the next budget year, and things in the community that I used to have I would love to support it. However, if we do not have money for things in our community, we don't have money for a foreign country.

Ms. Davis- Dr. Cooper, there is a \$50,000.00 state department grant, specifically for cultural exchange. It included Senegal and Guinea Bissau, and I will forward that.

Councilmember Gutierrez – Thank you, I know you are for our city, and I am not saying no. The status is we do not have funding for other things, and I want to make sure I am fair to my people here.

Councilmember Akins-Wells – I agree with Councilmember Gutierrez. I am not against it, but I am a councilwoman for the City of Forest Park, first. We were told we did not have any money to do things for the community that we serve. The events were taken away, and I would not feel comfortable. People are still reaching out to me about doing stuff here, but it is a no brainer to do it for another country. If we were okay here, and our residents and employees were taken care of then yes. I do not feel comfortable supporting something in another country when my people here are not getting that same support.

Mayor Butler – This item is being brought forward, because of the planning and preparation that is needed to go into it. It will not take effect until the next budget year. Which is what we will be discussing at our upcoming retreat in the next couple of weeks. We will ask people to invest in a non-refundable deposit, to make sure they have time to plan accordingly. I would like everyone to keep that in mind as we move forward.

Councilmember Gutierrez – Can we table it?

Mayor Butler – Yes, we can do whatever we want to do.

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

It was moved to recess into Executive Session for Personnel, Litigation or Real Estate matters at 6:21pm.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

It was moved to reconvene back into the Work Session at 7:35pm.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

ADJOURNMENT:

It was a motion to adjourn the Work Session Meet at 7:35pm.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

DRAFT



CITY COUNCIL REGULAR SESSION

Monday, April 03, 2023 at 7:00 PM
 Council Chambers and YouTube Livestream

MISSION STATEMENT

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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

DRAFT MINUTES

CALL TO ORDER/WELCOME: The meeting was called to order by Mayor Butler at 7:35pm and she read the Mission Statement.

INVOCATION/PLEDGE: The Invocation and Pledge was led by Minister Clinkscales.

ROLL CALL - CITY CLERK: A quorum was established.

Attendee's Name	Title	Absent	Present
Angelyne Butler, MPA	Mayor, At-Large		✓
Kimberly James	Council Member, Ward 1		✓
Dabouze Antoine	Council Member, Ward 2		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4		✓
Allan Mears	Council Member, Ward 5	✓	

Joshua Cox, IT Director; Pam Stevenson, Management Analyst; Chiquita Barkley, Finance Director; Arthur Geeter, Purchasing Manager; LaShawn Gardiner, Director Planning & Community Development; Shalonda Brown, Director of Human Resources; Bobby Jinks, Director of Public Works; Bruce Abrahams, Director Economic Development;

Tarik Maxwell, Director Rec. & Leisure; Latosha Clemons, Fire Chief; Nigel Whatley, Deputy Director PW; and Sandra Johnson, Deputy Police Chief

PRESENTATIONS:

1. Proclamation presented to William Ross - Legislative

Mayor Butler read the proclamation to be presented to Mr. William Ross and she and the council congratulated him and took photos.

PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were two (2) Public Comment Speakers:

Tiffany McDay – Work with the Post Office and wanted to know if they would partner with the postal police, because they are being robbed at gunpoint. One carrier was robbed in Morrow, GA and the other was here in Forest Park, off Old Dixie. She wants the mail carriers to be safe and would like to know how they can bridge that gap between the postal and city police. On Morrow Road, speed bumps are needed, because people are speeding like they are on 285. There are school buses down there they must stop for, and sometimes they do not stop.

Carl Evans – I do not know who is responsible for the placement of the speed bumps, but they are not put in the right place. The one on my street is at the wrong end and the officers have written multiple citations for people running stop signs and for speeding. People are doing double in the residential areas, and nothing is being done. Signs are placed behind things, and you can barely see them, and the bumps that are out there do not have any white markings on them. At night or when it is raining you can barely see it, and the city is going to be held liable if someone tears up their car or has an accident. I do not want to see the city in a lawsuit, because someone gets hurt or killed. We also have a code enforcement problem. You all passed an ordinance about so many people living in one household. They have been told about it but will not investigate it. Code enforcement say if they don't have a lease, they cannot prove that they are living there. There are some places that are having multiple crimes committed at the house, and nothing is being done about it. Trash is hanging out of trash cans and blowing down the street into people's yards, and this can bring rodents. You have people complain about the waste station, but this is no different. Also, I would love for the new police chief to bring back neighborhood watch and the citizens police academy.

ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was moved to adopt the Council agenda as printed.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

APPROVAL OF MINUTES:

2. Council Approval of Council Work Session and Regular Meeting Minutes from March 20, 2023 - City Clerk

It was moved to approve the Council Work Session/Regular Minutes from March 20, 2023.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

NEW BUSINESS:**3. Council Approval Resolution to Enter into an Agreement with Axon Enterprise, Inc for New/Updated Tasers - Police**

It was moved to approve the Resolution to Enter into an Agreement with Axon Enterprise, Inc for New Taser/Updated Tasers

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

4. Council Approval of the Conditional Use Permit to Remove and Install Equipment on Self-Support Tower at 66 Barnett Road - Planning & Com. Dev.

It was moved to approve Conditional Use Permit at 66 Barnett Road.

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

5. Council Approval of a Conditional Use Permit for a Small Event Party Venue at 1067 Forest Parkway, Suite A – Planning & Community Dev.

It was moved to approve a Conditional Use Permit for Small Event Party Venue at 1067 Forest Parkway, Suite A

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

6. Council Approval of an Agreement between COFP and Clayton County Public Schools for a Summer Food Service Program – Recreation & Leisure Services

It was moved to approve an Agreement between COFP and Clayton County Public Schools for a Summer Food Service Program

Motion made by Councilmember James, Seconded by Councilmember Antoine.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

7. Sister Cities International Discussion – Executive Offices

It was moved to table this item to discuss at the budget retreat.

Motion made by Councilmember Akins-Wells, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

CLOSING COMMENTS BY GOVERNING BODY:

Councilmember James – Thanks to everyone for coming out. Congratulations to Mr. Ross for your dedicated services to the city. I would like to remind you of my ward meeting , every month on the 3rd Thursday, at 696 Main Street. I will have the gentlemen there, that are building the town homes on the back side of Main Street. He will have renderings of what the town homes will look like.

Councilmember Antoine – Big shoutout to Dr. Cooper, and his team for the extraordinary work they did last week, for the police chief candidates. Shoutout to Rock Church of Atlanta, every Friday in that corner, you will see a lot of people getting help. They are doing their thing. Thank you to everyone that came out. I pray that council will vote on the Senegal agenda item, because Forest Park is not just local.

Councilmember Gutierrez – Mr. Ross, thank you, it is inspiring to see you stay faithful to our city. Thanks to the public comment people, Mr. Evans, we are going to address these things. Speeding is a common problem we have in our city, and we must get better at it. To the postal worker that is scary and thank you for bringing it up. The safety of our postal workers is very important.

The clean-up was postponed because of the rain, but we will be there this Saturday. We have Food Truck Friday this week, so thank you Director Maxwell, for funding these events. There will be an Easter egg hunt, and it is fun just to see the children out there. Shout out to Captain Ghant, and the police department for showing up for the women's panel. It was very inspiring hearing from you and the other panelist.

We have the Spring Festival coming up in collaboration with Unidos Language School, on the 15th we are having a Selena Day, and everyone over 55 is invited to the Senior Prom. On the 29th we will have a Wellness Festival in collaboration with one of our school board members.

Councilmember Akins-Wells - Mr. Ross, I want to thank you and your family for dedicating 55 years to our departments. Tiffany, is it being done at the post office or out random? Dr. Cooper, I think this is something we can check into, communicating with the police department and the postal service, to see what we can do to help.

Tiffany McDay – Off Old Dixie on Sylvia Road, and on Morrow at some apartments.

Councilmember Akins-Wells – How many code enforcement officers do we have because I agree with Mr. Evans? The city is looking bad and since the recycling center is closing, it will continue to look bad, because the residents need that. Again, I would like to know how many code enforcement officers do we have and if we need more?

City Manager – We currently have 5 and I would say you do need more.

Councilmember Akins-Wells – I agree, I think we should double that and try and include it in our next budget. With speeding, we must have more officers to put more people in the neighborhoods. A while back we used to have officers sitting on certain streets, where people complained about speeding. So, we should have more patrolling in the residential areas.

With Sister City, I am all in favor, and think it is an amazing idea, but I have to make sure the people here are okay first. If we can discuss this at the next budget meeting and maybe bring some of our things back for the residents, then I will feel better supporting this. We are local officials and must take care of things here first.

Forest Park Day and Fun Friday were taken out of the budget, and other things the community enjoyed. We are getting together to host a Forest Park Reunion. It is for anyone that ever went to school here, regardless of when. We

want to bring the community together and not let money stop that. We want the departments to come out and get involved too.

Thank you, officers, and Chief Clemmons, someone made a comment about you. You are amazing and even people in the police department look up to and respect you. When they made the statement the fire department love Chief Clemmons, they are happy, and she is doing an amazing job. We want that type of leadership, and it speaks volume to the type of person you are, and they deserve that.

Mayor Butler – Thanked everyone for coming out. I had the opportunity to visit Fountain Elementary School, and they had their class reunion this past Saturday. I learned a lot about Fountain, and the oldest class member was from 1953. I made the statement while there, you never really understand what a community entails until you are in these seats.

They had the old trophies on display that were once thrown away. Someone went and got them out of the trash and pieced them back together. We have been winning championships since the 50's. It was wonderful to see the photos from the PTSA, what an integral role they played at Fountain High School.

The Ladies of Favor had a wax museum on Friday. Just to know how optimistic I feel every time I leave our school is really a great feeling. We have a lot of great students coming through the pipelines. I feel pleased at the generation coming up after us and I think we are going to be in amazing hands.

Councilmember James – I would like to thank the mayor for the State of the City on March 23rd. If you did not get an opportunity to see, it was a beautiful address. I want to congratulate you mayor for putting it together, it was a great presentation.

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

It was moved to recess into Executive Session for Personnel, Litigation or Real Estate at 8:10pm.

Motion made by Councilmember Antoine, Seconded by Councilmember James.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

It was moved to reconvene back into Regular Session at 11:10pm

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

ADJOURNMENT:

It was motioned to adjourn the Work Session at 11:10pm.

Motion made by Councilmember James, Seconded by Councilmember Akins-Wells.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Akins-Wells

File Attachments for Item:

2. Discussion on an agreement between the City of Forest Park and Clayton County Public Schools on RedSpeed system revenue sharing – Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion on an agreement between the City of Forest Park and Clayton County Public Schools on RedSpeed system revenue sharing – Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: April 06, 2023

Work Session Date: April 17, 2023

Council Meeting Date: April 17, 2023

Background/History:

On May 6, 2019, the Governing Body approved resolution 19-10 to Execute the Agreement with Red Speed. The revenues generated by the system, excluding RedSpeed’s monthly fees and any fees associated with electronic processing of violations, are wired to the City of Forest Park on or about the 15th of the calendar day of the month. Per the 2018 Georgia Code Title 40 Motor Vehicles and Traffic, Chapter 14 - Use of Speed Detection Devices and Red Light Cameras - Article 2 – section 40-14-18 - Speed Detection Devices states in part that the money collected and remitted shall only be used by such governing body to fund local law enforcement or public safety initiatives.

It was stated that there was a verbal agreement between both the Chief of Police with Clayton County Public Schools and the City of Forest Park at the time that five percent (5%) of annual RedSpeed revenues would be appropriated from the City of Forest Park to the Clayton County Public School to help fund law enforcement and public safety initiatives.

Since no written agreement could be found between the City of Forest Park and the Clayton County Public Schools designating these terms, the city manager is seeking the council’s direction on how they wish to proceed with this matter.

**Cost: \$ 26,279.38 (for 2019-2023) and then
5% annually of revenue**

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

Financial Impact:

The cost would be five percent (5%) of annual RedSpeed revenue.

Action Requested from Council: Seeking Councils Direction and/or approval of an agreement.

PROFESSIONAL SERVICES AGREEMENT

March 7, 2019

This AGREEMENT (the “Agreement”) made this 1st Day of March, 2019, (herein the “Commencement Date”), between RedSpeed Georgia, LLC, a Georgia Limited Liability Company (herein “REDSPEED”), with its principal place of business at 400 Eisenhower Lane North, Lombard, IL 60148, and City of Forest Park, a political subdivision authorized and created by the State of Georgia (herein “GOVERNING BODY”), with principal offices at 745 Forest Pkwy, Forest Park, GA 30297.

WITNESSETH:

WHEREAS, REDSPEED has the exclusive knowledge, possession, and ownership of certain equipment, licenses, and processes referred to collectively as the “Speed Photo Enforcement System” (herein “SPE System”); and

WHEREAS, GOVERNING BODY desires to use the SPE System to monitor and enforce school zone speed, and may, in the future, desire to monitor and enforce red light violations or other traffic movements and to issue citations for traffic violations; and

WHEREAS, on or about May 8, 2018, the Governor of the State of Georgia signed 2017 6a. HB 978 into law, resulting in Section 40-14-18 of the Official Code of Georgia Annotated taking effect on July 1, 2018; and

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements; and

WHEREAS, GOVERNING BODY’s City Council has adopted an ordinance, which authorizes GOVERNING BODY’s Traffic Safety Camera Program (“TSCP”) and provides for the implementation and operation of such program by REDSPEED, as agent of GOVERNING BODY.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, REDSPEED and GOVERNING BODY agree that the Agreement shall be as provided herein:

TERMS AND CONDITIONS

1. DEFINITIONS:

As used in this Agreement, the following words and terms shall, unless the context otherwise requires, have the respective meanings provided below:

“**Motor Vehicle**” means any self-propelled vehicle not operated upon rails or guide-way, but not including any bicycle or electric personal assisted mobility device.

“Notice of Violation” means a citation or equivalent instrument issued by a competent state or municipal law enforcement agent or agency or by a court of competent jurisdiction relating to a violation documented or evidenced by SPE System or REDSPEED as an agent of such law enforcement agent, agency or court.

“Motor Vehicle Owner” means the person or entity identified by the Georgia Department of Motor Vehicles, or other state vehicle registration office, as the registered owner of a vehicle. Such term shall also mean a lessee of a motor vehicle pursuant to a motor vehicle lease or rental agreement.

“Recorded Images” means photographic, electronic, digital or video images of a Motor Vehicle recorded by a SPE System and establishing a time sequence of the Motor Vehicle entering the intersection or speed zone and its speed.

“RedCheck” means web-based violation processing system used by Certified Peace Officer.

“Speed Photo Enforcement System” (herein “SPE System”) means an electronic system that captures recorded images of Motor Vehicles speeding in designated school zone and consisting of, at a minimum one radar, IR panel, and up to seven (7) individual video cameras capable of monitoring up to seven (7) lanes of enforcement.

“Certified Peace Officer” means an employee of GOVERNING BODY’s police department who meets the qualifications of Section 40-14-1(1) of the Official Code of Georgia Annotated.

“Unamortized Costs” means the historical cost of a fixed asset less the total depreciation shown against that asset up to a specified date. Unamortized costs for this Agreement may include, but are not limited to, design/engineering plans, camera foundation construction and installation, restoration of camera location to its original condition and cost of equipment.

“Violation” means a violation of Section 40-14-8 or Section 40-14-18 of the Official Code of Georgia Annotated or a violation of GOVERNING BODY’s Code of Ordinances, as may be amended from time to time.

2. REDSPEED AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 1”.

3. GOVERNING BODY AGREES TO PROVIDE:

The scope of work identified in “Exhibit A, Section 2”.

4. SERVICE FEES:

The service fee schedule identified in “Exhibit B”.

5. TERM AND TERMINATION:

This Agreement shall be effective on the Commencement Date. The term of this Agreement shall be for sixty (60) months beginning on the first day of the month following the first issued Notice of Violation (the “Start Date”) and shall be automatically extended for up to five (5) additional one (1) year periods. However, GOVERNING BODY may terminate this Agreement at the expiration of any term by providing written notice of its intent not to extend the Agreement sixty (60) days prior to the expiration of the current term.

REDSPEED’s services may be terminated:

- a. By mutual written consent of the parties.
- b. For cause, by either party where the other party fails in any material way to perform its obligations under this Agreement and the defaulting party fails to cure the default within thirty (30) days after receiving written notice. The terminating party must provide written notice to the other party of its intent to terminate and state with reasonable specificity the grounds for termination.
- c. For convenience, by either party in the event that state legislation or a decision by a court of competent jurisdiction prohibits the deployment of the SPE Systems that is the subject of this Agreement, but only following the exhaustion of any legal challenges that may occur challenging such state legislation or judicial determination. To the extent it becomes necessary, the Parties to this Agreement acknowledge that this agreement shall be tolled during the time it takes to determine legal challenges.
- d. For convenience of GOVERNING BODY. GOVERNING BODY reserves the right to terminate by giving written notice to REDSPEED sixty (60) days prior to the effective date of such termination. If GOVERNING BODY elects to terminate the agreement under this subsection during the first twelve (12) months of the initial contract term, GOVERNING BODY shall pay termination costs related to unamortized costs.

Upon termination of this Agreement, either for breach or because it has reached the end of its term or as a result of giving an early termination notice, the parties recognize that GOVERNING BODY will have to process traffic law violations that occur prior to the notice of termination of the Agreement and that REDSPEED must assist GOVERNING BODY in this regard. Accordingly, the parties shall take the following actions, and shall have the following obligations, which survive termination during the winddown period: GOVERNING BODY shall cease using the SPE System, shall return or allow REDSPEED to recover all provided equipment within a reasonable time not to exceed ninety (90) days, and shall not generate further images to be processed. Unless directed by GOVERNING BODY not to do so, REDSPEED shall continue to process all images taken by GOVERNING BODY before termination and provide all services associated with processing in accordance with this Agreement and shall be entitled to all Fees specified in

the Agreement as if the Agreement were still in effect. REDSPEED shall provide GOVERNING BODY with all revenues owed to GOVERNING BODY accruing prior to the date of termination and REDSPEED shall be entitled to its fees pursuant to this Agreement, from said accrued revenues provided to GOVERNING BODY.

6. ASSIGNMENT:

Neither party may assign all or any portion of this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed. Provided, however, that GOVERNING BODY hereby acknowledges and agrees that delivery and performance of REDSPEED's rights pursuant to this Agreement shall require a significant investment by REDSPEED, and that in order to finance such investment, REDSPEED may be required to enter into certain agreements or arrangements including, but not limited to, acknowledgments and/or consents with equipment lessors, banks, financial institutions or other similar persons or entities. GOVERNING BODY hereby agrees that REDSPEED shall have the right to assign, pledge, hypothecate or otherwise transfer its rights to the equipment but not the service provided under this Agreement, to any of the aforesaid financial institutions without GOVERNING BODY's prior written approval. GOVERNING BODY further acknowledges and agrees that in the event that REDSPEED provides any such acknowledgment or consent to GOVERNING BODY for execution, and in the event that GOVERNING BODY fails to execute and deliver such acknowledgment or consent back to REDSPEED within ten (10) calendar days after its receipt of such request from REDSPEED to execute such acknowledgment or consent, GOVERNING BODY shall be deemed to have consented to and approved such acknowledgment or consent and REDSPEED is granted a limited power of attorney, coupled with an interest, to execute the acknowledgment and/or consent on behalf of GOVERNING BODY and deliver such document to its financial institution.

7. FEES AND PAYMENT:

GOVERNING BODY shall pay for all equipment, services and maintenance based on the fee schedule indicated in Exhibit B, Schedule 1 ("Fees").

8. COMMUNICATION OF INFORMATION:

REDSPEED agrees that all information obtained by REDSPEED through operation of the SPE System shall be made available to the GOVERNING BODY at any time during REDSPEED's normal working hours excluding trade secrets as defined by Georgia law and other information that is confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law and not reasonably necessary for the prosecution of citations or the fulfillment of GOVERNING BODY's obligation under this Agreement. REDSPEED reserves the right to charge GOVERNING BODY for sizable information requests that will incur substantial resource allocation to compile.

9. CONFIDENTIAL INFORMATION:

No information given by REDSPEED to GOVERNING BODY will be of a confidential nature, unless specifically designated in writing as proprietary and confidential by

REDSPEED and either confidential pursuant to Georgia law or exempt from disclosure pursuant to Georgia law. Nothing in this paragraph shall be construed contrary to the terms and provisions of any Georgia law governing public records or similar laws, insofar as they may be applicable. REDSPEED shall not use any information acquired by this program with respect to any violations or GOVERNING BODY's law enforcement activities for any purpose other than the program encompassed by this Agreement.

10. OWNERSHIP OF SYSTEM:

It is understood by GOVERNING BODY that the SPE System being installed by REDSPEED is, and shall remain, the sole property of REDSPEED, unless separately procured from REDSPEED through a lease or purchase transaction. The SPE Systems are provided to GOVERNING BODY only under the terms and for the term of this Agreement.

11. RECORDS AND AUDIT:

REDSPEED shall maintain during the term of the Agreement all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this Agreement. REDSPEED agrees to make available to GOVERNING BODY's Internal Auditor, during normal business hours and in City of Forest Park, Georgia all books of account, reports and records relating to this Agreement for the duration of the Agreement and retain them for a minimum period of three (3) years beyond the last day of the Agreement term or such other period required by the Georgia public records law and Georgia public records retention schedules, whichever is longer.

12. INDEMNIFICATION AND INSURANCE:

REDSPEED shall comply with all laws, ordinances and regulations governing the use of photo enforcement systems applicable to this Agreement and shall comply with the maintenance procedures and manufacturer recommendations for operation of SPE System equipment which affect this Agreement, and shall indemnify and save harmless the GOVERNING BODY against claims arising from the violations of the maintenance procedures and manufacturer recommendations for operation of the equipment as a result of the gross negligence, recklessness, or willful or intentional misconduct of REDSPEED, its officers and directors, agents, attorneys, and employees, but excluding any employees or agents of GOVERNING BODY.

REDSPEED agrees to protect, defend, indemnify, and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any and all losses, penalties, damages, settlements, fines, claims, costs, charges for other expenses, or liabilities of every and any kind including any award of attorney fees and any award of costs in connection with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED or any of REDSPEED's officers, employees, agents, contractors, or subcontractors in performing the work agreed to or performed by REDSPEED under the terms of this Agreement. Without limiting the foregoing, any and all claims, suits or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, violations of any decree of any court in connection

with or arising from any gross negligence, intentional or reckless act or omission by REDSPEED shall be included in this indemnity.

REDSPEED shall maintain the following minimum scope and limits of insurance:

- a. Commercial General Liability Insurance including coverage for bodily injury, property damage, premises and operations, products/completed operations, personal and advertising injury, and contractual liability with a combined single limit of \$1,000,000 per occurrence. Such insurance shall name GOVERNING BODY and GOVERNING BODY's officers, employees, volunteers and elected officials as additional insured for liability arising from REDSPEED's operation.
- b. Workers' Compensation, as required by applicable state law, and Employers Liability Insurance with limits of not less than \$500,000 each accident. REDSPEED shall always maintain Workers' Compensation insurance coverage in the amounts required by law, but shall not be required to provide such coverage for any actual or statutory employee of GOVERNING BODY.
- c. Comprehensive Business Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by REDSPEED with a minimum \$1,000,000 per occurrence combined single limit bodily injury and property damage.

REDSPEED shall require any subcontractors doing work under this Agreement to provide and maintain the same insurance, which insurance shall also name GOVERNING BODY and GOVERNING BODY's officers, employees and elected officials as additional insureds.

Certificates showing REDSPEED is carrying the above described insurance, and evidencing the additional insured status specified above, shall be furnished to GOVERNING BODY within thirty (30) calendar days after the date on which this Agreement is made. Such certificates shall show that GOVERNING BODY shall be notified at least thirty (30) days in advance of all cancellations of such insurance policies. REDSPEED shall forthwith obtain substitute insurance in the event of a cancellation.

Inasmuch as GOVERNING BODY is a body politic and corporate, the laws from which GOVERNING BODY derives its powers, insofar as the same law regulates the objects for which, or manner in which, or the concerns under which, GOVERNING BODY may enter into this Agreement, shall be controlling and shall be incorporated by reference into this Agreement. GOVERNING BODY shall be responsible for vehicle insurance coverage on any vehicles driven by GOVERNING BODY employees. Coverage will include liability and collision damage.

REDSPEED will require all its subcontractors to provide the aforementioned coverage as well as any other coverage that REDSPEED may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors shall be the sole responsibility of REDSPEED.

13. STATE LAW TO APPLY:

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Clayton County, Georgia and that all litigation between them in the federal courts shall take place in the State of Georgia.

14. DISPUTE RESOLUTION:

All disputes arising out of or in connection with the Agreement shall be attempted to be settled through good-faith efforts between senior management of both Parties. Following thirty (30) days of unsuccessful negotiation, a dispute may be submitted to professionally-assisted mediation. Before a demand for mediation may be filed by either Party, the management of both Parties shall have met at least two times in face-to-face meetings in an effort to resolve any dispute or controversy through normal business management practices. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties.

Failing resolution through negotiation or mediation, any remaining dispute shall be submitted to binding arbitration in accordance with the Arbitration Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association (“AAA Rules”) before a single arbitrator. The place of arbitration will be mutually agreed upon within fourteen (14) days of a decision to seek arbitration. Limited discovery will be permitted in connection with the arbitration upon agreement of the Parties and only upon a showing of substantial need by the Party seeking discovery.

The arbitrator will have no power to award damages inconsistent with the Agreement; or punitive damages or any other damages not measured by the prevailing Party’s actual damages, and the Parties expressly waive their right to obtain such damages in arbitration or in any other proceeding. All aspects of the arbitration will be confidential. Neither the Parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to comply with legal or regulatory requirements.

15. AMENDMENTS TO THE AGREEMENT:

GOVERNING BODY may from time to time consider it in its best interest to change, modify or extend term, conditions or covenants of this Agreement or require changes in the scope of the Services to be performed by REDSPEED, or request REDSPEED to perform additional services regardless of and without invalidating the process that was used to procure the services enumerated under this Agreement. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of

REDSPEED's compensation, which are mutually agreed upon by and between GOVERNING BODY and REDSPEED, shall be incorporated in written amendments (herein called "Amendments") to this Agreement that are duly executed by both parties. Such Amendments shall not invalidate the procurement process or this Agreement nor relieve or release REDSPEED or GOVERNING BODY of any of its obligations under this Agreement unless stated therein.

16. EFFECT OF AMENDMENT(S) ON AGREEMENT:

Except as expressly amended or modified by the terms of an Amendment, all terms of the Agreement shall remain in full force and effect. Unless a different meaning is specified in an Amendment, all capitalized terms used herein shall have the meaning described in the Agreement. In the event of a conflict between the terms of the Amendment and this Agreement, the Amendment shall prevail and control.

17. LEGAL CONSTRUCTION AND REQUIREMENTS:

In case any one or more of the provisions contained in this Agreement shall for any reason, by a court of competent jurisdiction, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

18. NO AGENCY:

Except as specifically provided otherwise herein, REDSPEED is an independent contractor under this Agreement and acts an agent of GOVERNING BODY. Personal services shall be provided by employees of REDSPEED who shall be subject to supervision by REDSPEED, and not as officers, employees or agents of the GOVERNING BODY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of REDSPEED.

19. FORCE MAJEURE:

GOVERNING BODY and REDSPEED will be excused from the performance of their respective obligations under this Agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, rioting, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

the non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the

occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

the excuse of performance is of no greater scope and no longer duration than is required by the Force Majeure;

no obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and,

the non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, GOVERNING BODY may excuse performance for a longer term. Economic hardship of REDSPEED will not constitute Force Majeure. The term of the Agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

20. PERMITS, FEES, AND LICENSES:

REDSPEED shall, at its own expense, obtain all necessary permits and pay all licenses and fees required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this Agreement.

21. NON-DISCRIMINATION:

There shall be no discrimination as to race, sex, color, creed, age, sexual orientation, disability, marital status, or national origin in the operations conducted under this Agreement.

22. SUBCONTRACTORS:

REDSPEED must be capable of performing all the services contained within this Agreement. If REDSPEED uses a subcontractor in the performance of these services, REDSPEED shall submit complete information on any/all proposed subcontractors. The same qualifications requirements, and all other terms and conditions of the Agreement shall also apply to the subcontractor. GOVERNING BODY reserves the right to approve or disapprove of any subcontractor proposed.

REDSPEED shall ensure that all of REDSPEED's subcontractors perform in accordance with the terms and conditions of this Agreement. REDSPEED shall be fully responsible for all of REDSPEED's subcontractors' performance, and liable for any of REDSPEED's subcontractors' non-performance and all of REDSPEED's subcontractors' negligent, intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's



intentional or reckless acts and omissions. REDSPEED shall defend, counsel being subject to GOVERNING BODY's approval or disapproval, and indemnify and hold harmless GOVERNING BODY and GOVERNING BODY's officers, employees, and agents from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of REDSPEED's subcontractors for payment for work performed for GOVERNING BODY by any of such subcontractors, and from and against any claim, lawsuit, third party action, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any negligent, intentional or reckless act or omission by any of REDSPEED's subcontractors.

23. ENTIRE AGREEMENT:

The provisions of this Agreement, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof. All representations and promises made by any party to another, whether in writing or orally, concerning the subject matter of this Agreement, are merged into this Amendment. Except as amended by an Amendment, the terms of the Agreement shall continue in full force and effect.

24. NOTICES:

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by REDSPEED or GOVERNING BODY shall be in writing and shall be given or made by personal service, first class mail, overnight delivery, or by certified or registered mail to the parties at the following respective addresses:

City of Forest Park
745 Forest Pkwy,
Forest Park, GA 30297
Attn: City Manager

RedSpeed Georgia, LLC
400 Eisenhower Lane North
Lombard, Illinois 60148
Attn: Robert Liberman, Manager

25. EXCLUSIVITY:

GOVERNING BODY agrees that upon execution of this Agreement, GOVERNING BODY may not utilize another vendor, other than REDSPEED, for the same or similar services as contemplated herein, within the jurisdiction of the GOVERNING BODY without prior written consent from REDSPEED.

IN WITNESS THEREOF, the parties have duly executed this Agreement on the day and year first written above.

City of Forest Park, Georgia

By:
Name
Title

Angelyne Butler
2019, May 14th
Angelyne Butler
City Manager

RedSpeed Georgia, LLC

By:
Robert Liberman
Manager

Robert Liberman, *5/20/2018*

Exhibit A

SECTION 1.REDSPEED SCOPE OF WORK

1. REDSPEED agrees to provide a turnkey solution for SPE Systems to GOVERNING BODY wherein all reasonably necessary elements required to implement and operate the solution are the responsibility of REDSPEED, except for those items identified in Section 2 titled “GOVERNING BODY Scope of Work”. REDSPEED and GOVERNING BODY understand and agree that new or previously unforeseen requirements may, from time to time, be identified and that the parties shall negotiate in good faith to assign to the proper party the responsibility and cost for such items. In general, if work is to be performed by GOVERNING BODY, unless otherwise specified, GOVERNING BODY shall not charge REDSPEED for the cost. All other in-scope work, external to GOVERNING BODY, is the responsibility of REDSPEED.
2. REDSPEED agrees to make every effort to adhere to the Project Time Line agreed upon between the parties and based on the Best and Final Offer.
3. REDSPEED will install SPE Systems at several intersections, school zone areas or grade crossing approaches to be agreed upon between REDSPEED and GOVERNING BODY after completion of site analyses. In addition to any initial locations, the parties may agree from time to time to add to the quantities and locations where SPE Systems are installed and maintained.
4. REDSPEED will operate each SPE System on a 24-hour basis, barring downtime for maintenance and normal servicing activities.
5. REDSPEED agrees to provide a secure website (www.SpeedViolations.com) accessible to recipients who have received Notices of Violation by means of a Notice #, which will allow violation image and video viewing.
6. REDSPEED shall provide technician site visits to each SPE System once per month to perform preventive maintenance checks consisting of: camera enclosure lens cleaning, camera, strobe, and controller enclosure cleaning, inspection of exposed wires, and general system inspection and maintenance.
7. REDSPEED shall use best efforts to endeavor to repair a non-functional SPE System within forty-eight (48) business hours of determination of a malfunction.
8. REDSPEED shall use best efforts to endeavor to repair the SPE System within one (1) business day from the time of the outage. Outages of GOVERNING BODY internet connections or infrastructure are excluded from this service level.
9. REDSPEED will establish a demand deposit account bearing the title, “RedSpeed Georgia LLC as agent for City of Forest Park at CIBC Bank.” All funds collected on behalf of GOVERNING BODY, excluding REDSPEED’s monthly fees and any fees associated with electronic processing of violations, will be deposited in this account and transferred by wire

- on or about the 15th calendar day of the month to GOVERNING BODY's primary deposit bank. GOVERNING BODY will identify the account to receive funds wired from First Midwest Bank. GOVERNING BODY shall sign a W-9 and blocked account agreement, to be completed by GOVERNING BODY, to ensure GOVERNING BODY's financial interest in said bank account is preserved.
10. REDSPEED will design, fabricate, install, obtain permits, and maintain one speed warning sign for each monitored approach.
 11. REDSPEED or subcontractors will be responsible for any costs associated with building, construction, electrical, street use, and/or pole attachment permits.
 12. REDSPEED shall assign a project manager who will be the liaison between GOVERNING BODY and REDSPEED and will be responsible for project activities such as development of a project plan and tracking of deliverables. GOVERNING BODY shall reserve the right to request a new project manager.
 13. REDSPEED shall provide GOVERNING BODY with RedCheck, an automated web-based citation processing system that includes image processing, color printing and mailing of a Notice of Violation per chargeable event. Each Notice of Violation shall be delivered by first class mail to the Motor Vehicle Owner within the statutory period. Mailings to Motor Vehicle Owners responding to Notices of Violation identifying drivers in affidavits of non-liability or by rental car companies are also included.
 14. REDSPEED shall provide the Certified Peace Officer with access to RedCheck, for the purposes of reviewing Violations Data within five (5) days of the gathering of the Registered Vehicle Owner Information.
 15. The decision to issue Notice of Violation shall be the sole, unilateral and exclusive decision of the Certified Peace Officer consistent with State Law.
 16. RedCheck shall apply an electronic signature to a Notice of Violation when authorized to do so by an approving Certified Peace Officer.
 17. REDSPEED shall obtain in-state vehicle registration information necessary to issue citations if it is named as GOVERNING BODY's agent.
 18. REDSPEED shall seek records from out-of-state vehicle registration databases and apply records found by RedCheck to issue citations for GOVERNING BODY.
 19. If GOVERNING BODY is unable to or does not desire to integrate REDSPEED data into its adjudication system, REDSPEED shall provide an on-line adjudication processing module, which will enable the adjudication function to review cases, related images, correspondence, and other related information required to adjudicate the disputed Notice of Violation.
 20. REDSPEED shall provide to GOVERNING BODY access to RedCheck system, which provides GOVERNING BODY with ability to run and print all standard system reports.

21. If required by GOVERNING BODY, REDSPEED shall, at REDSPEED's expense, provide and train GOVERNING BODY with a local expert witness able to testify in administrative proceedings and in court on matters relating to the accuracy, technical operations, and effectiveness of the SPE System until judicial notice is taken.
22. In those instances where damage to an SPE System is caused by negligence on the part of GOVERNING BODY or its authorized agent(s), REDSPEED will provide GOVERNING BODY an estimate of the cost of repair. Upon authorization to proceed with the repairs or replacement, REDSPEED shall replace or repair any damaged equipment and invoice for the pre-approved repair cost. REDSPEED shall bear the cost to replace or repair equipment damaged in all other circumstances.
23. REDSPEED shall provide a toll-free, GOVERNING BODY-specific help line to help GOVERNING BODY resolve any problems encountered regarding its SPE System and/or citation processing. The help line shall function during normal business hours. Call Center hours for violators is Monday-Friday 9:00 AM to 5 PM EST.
24. REDSPEED shall provide Motor Vehicle Owners with the ability to view Recorded Images of Violations involving their motor vehicles online. This online viewing system shall include a link to the REDSPEED payment website(s).
25. REDSPEED is authorized to charge, collect and retain fees associated with the electronic processing. Such fees shall not exceed \$25.00 per violation. Such fee is paid by the violator. GOVERNING BODY will not receive any of said fees. GOVERNING BODY assumes no liability, responsibility, or control for said fee sought by REDSPEED.
26. REDSPEED shall provide GOVERNING BODY with a warning period consistent with State law.

SECTION 2.
GOVERNING BODY'S SCOPE OF WORK

26. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for a project manager with authority to coordinate GOVERNING BODY responsibilities under the Agreement.
27. Within seven (7) business days of the Agreement, GOVERNING BODY shall provide REDSPEED with the name and contact information for an Appeals Coordinator or staff responsible for oversight of all related program requirements.
28. Within seven (7) business days of execution of the Agreement, GOVERNING BODY shall provide REDSPEED with the name(s), contact information, and electronic signature(s) of all Certified Peace Officers authorized by GOVERNING BODY's police department to approve and issue Notices of Violation.
29. GOVERNING BODY shall establish a method by which a Motor Vehicle Owner who has received a Notice of Violation may review the images and video evidencing the Violation at www.SpeedViolation.com free of charge. This may be at a publicly available terminal at GOVERNING BODY's facility or by appointment with the Police Department.
30. REDSPEED will relocate an SPE System at no cost to a new enforcement location once it has been mutually agreed upon between REDSPEED and GOVERNING BODY.
31. GOVERNING BODY shall endeavor to approve or reject REDSPEED submitted plans within seven (7) business days of receipt. REDSPEED and GOVERNING BODY will endeavor to approve the plans in a timely manner.
32. GOVERNING BODY will endeavor to issue all needed permits to REDSPEED and its subcontractors in an expedited fashion for plan approval.
33. If use of private property right of way is needed, GOVERNING BODY shall assist REDSPEED in acquiring permission to build in existing utility easements as necessary. Any additional cost for private property right of way lease/rental costs shall be borne by REDSPEED. REDSPEED reserves the right to not install on private property if the costs are unreasonable.
34. GOVERNING BODY may allow REDSPEED to build needed infrastructure in existing GOVERNING BODY owned easement as necessary and only after required permits have been approved.
35. GOVERNING BODY's Certified Peace Officer(s) shall process each potential violation in accordance with State Law and/or GOVERNING BODY's Ordinances within five (5) days (excluding Saturday, Sunday and GOVERNING BODY observed holidays) of its appearance in the Law Enforcement Review Queue, using RedCheck to determine which Violations will be issued as Notices of Violation.

36. Police Department workstation computer monitors for citation review and approval should provide a minimum resolution of 1280 x 1024.
37. Police Department shall provide signatures of all authorized police users who will review events and approve citations on forms provided by REDSPEED.
38. GOVERNING BODY shall handle inbound and outbound phone calls and correspondence from defendants who have questions about disputes, and other issues relating to citation adjudication. GOVERNING BODY may refer citizens with questions regarding REDSPEED or SPE System technology and processes to websites and/or toll-free telephone numbers provided by REDSPEED for that purpose.
39. If remote access to a REDSPEED SPE System is blocked by GOVERNING BODY's network security infrastructure, GOVERNING BODY's Technology Consultant shall coordinate with REDSPEED to facilitate appropriate communications while maintaining required security measures.

Exhibit B

SCHEDULE 1
SERVICE FEE SCHEDULE

GOVERNING BODY agrees to pay REDSPEED the Fee(s) as itemized below:

1. Description of Pricing

Fee includes all costs required and associated with SPE system installation, maintenance and ongoing field and back-office operations. Includes camera equipment, installation, maintenance, violation processing services, DMV records access, mailing of required documents, lockbox and credit card processing services, call center support for general program questions, public awareness program support, and access to web-based SPE System for Certified Peace Officer review:

33% service fee for each paid violation

2. Optional Services

License Plate Reader (LPR) module: Additional 2% service fee for each paid violation per approach

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL DEVELOPMENT AGREEMENT (the “Agreement”) is entered into this _____ day of _____, 2023, between the CITY OF FOREST PARK (“City”) and CLAYTON COUNTY PUBLIC SCHOOLS (“CCPS”), a public body corporate and politic and an instrumentality of the State of Georgia.

WHEREAS, Section 1.12(b)(41) of the City Charter, the City is vested with certain broad powers “to exercise and enjoy all other powers, functions, rights, privileges, and immunities necessary or desirable to promote or protect the safety, health, peace, security, good order, comfort, convenience, or general welfare of the city and its inhabitants;”

WHEREAS, Section 1.12(b) of the City Charter states that “the powers of this city shall be construed liberally in favor of the city. The specific mention or failure to mention particular powers shall not be construed as limiting in any way the powers of this city;”

WHEREAS, Section 40-14-18 of the Official Code of Georgia Annotated expressly authorizes municipalities to use traffic infraction detectors to enforce certain provisions of Section 40-14-8 of the Official Code of Georgia Annotated, subject to certain requirements;

WHEREAS, the City Council has previously authorized a Traffic Safety Camera Program (the “Program”) to provide for speed zone enforcement around certain schools within the city limits of Forest Park and provides for the implementation and operation of such program by REDSPEED, as agent of the City;

WHEREAS, Article IX, Section III, Paragraph I(a) of the Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract, for a period not exceeding fifty years, with another county, municipality or political subdivision or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the provision or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or to provide;

WHEREAS, CCPS has requested that the City assist it in the enhancement of its school public safety initiatives by contributing five percent (5%) of the money collected and remitted to the City under the Program;

WHEREAS, CCPS will only use such funds for the purposes of enhancing its school public safety initiatives as required under O.C.G.A. § 40-14-18(m); and

WHEREAS, it is the desire and intent of the City and County to execute this Agreement to set forth their agreements and obligations with respect to the revenues derived from the Program;

NOW, THEREFORE, for and in consideration of the mutual promises, conditions and covenants herein set forth, the parties hereto agree as follows:

ARTICLE I REVENUE SHARING AGREEMENT

SECTION 1.1 Clayton County Public Schools agrees to only utilize any money or funds received under this Agreement for school public safety initiatives at schools inside the City limits of Forest Park.

SECTION 1.2 City of Forest Park agrees to contribute five percent (5%) of its revenues actually received under the Program to the Clayton County Public Schools to be used exclusively for school public safety initiatives at schools inside the City limits of Forest Park. These funds shall be paid annually in January in arrears for the previous calendar year. The first year payment shall be prorated to take into account the effective date of this Agreement.

ARTICLE II MISCELLANEOUS

SECTION 2.1 Notices. Any notice, request, or demand given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by certified mail, postage prepaid, return receipt requested, to the other party at the address stated below or at the last changed address given by the party to be notified as hereinafter specified:

Notices to CCPS:	Clayton County Public Schools 1058 Fifth Avenue Jonesboro, GA 30236 Attention: Superintendent
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Notices to City:	City of Forest Park Forest Park City Hall 745 Forest Parkway Forest Park, GA 30297 Attention: City Manager
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Either party may, however, at any time, change its address for notification purposes by mailing, as herein provided, a notice stating the change and setting forth the new address.

SECTION 2.2 Waivers. No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed as a waiver thereof, except as otherwise herein provided. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained.

SECTION 2.3 Article and Section Headings. The article and section headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

SECTION 2.4 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

SECTION 2.5 Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the Program, and any agreement hereafter made shall be ineffective to change, modify, or discharge this Agreement or any other existing written agreement in whole or in part unless such agreement hereafter made is in writing and signed by the parties hereto.

SECTION 2.6 Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute but one and the same instrument.

SECTION 2.7 Term and Termination. This Agreement shall remain in full force and effect from the date hereof to and including the earlier of the conclusion of the Program or December 31, 2033; provided however, that either party may terminate this Agreement with thirty (30) days' written notice.

SECTION 2.8 Independent Parties. The parties hereto are independent, contracting entities, and neither is authorized to act as an agent, employee, or legal representative of the other. Neither party nor its respective employees shall be considered employees of the other. The method and manner of performance of the food service shall be under the exclusive control of CCPS.

SECTION 2.9 Assignment/Subcontracting Clause. Each of the parties hereto shall ensure that all of its assignees or subcontractors, if any, comply with the terms of this Agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement as the day and year first above mentioned.

Attest:

CLAYTON COUNTY PUBLIC SCHOOLS

Secretary

Superintendent

Attest:

CITY OF FOREST PARK

City Clerk

Mayor

Agreed as to form:

City Attorney

File Attachments for Item:

3. Council Approval for Funding of Specified Events – Legislative



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion and approve for funding of specified events – Legislative

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: April 11, 2023

Work Session Date: April 17, 2023

Council Meeting Date: April 17, 2023

Background/History:

It was discussed that the governing body would like to fund certain events that had not been funded in the FY22-23 Budget. The total appropriation needing to be identified is \$14,500. The events to be funded are as follows –

100-20-1110-52-3913 - Special Events – Friday Nights (June 2023) for \$4,500

100-20-1110-52-3927 – Food Truck Friday (May and June 2023) for \$2,000

100-20-1110-52-3929 – Asian Heritage Month Event (May 2023) - \$8,000

The city manager is seeking direction and/or approval to identify available funding within the FY22-23 budget and reallocate the same to fund these respective events.

Cost: \$ 14,500

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

Financial Impact:

Funding would need to be identified in different line items and reappropriated to fund these events

Action Requested from Council:

Seeking Council Direction and/or approval.

File Attachments for Item:

4. Council Confirmation of the Police Chief Candidate – Executive Offices



CITY OF
FORESTPARK

City Council Agenda Item

Subject: Discussion of the Confirmation of the Police Chief Candidate – Executive Offices

Submitted By: Dr. Marc-Antonie Cooper

Date Submitted: April 12, 2023

Work Session Date: April 17, 2023

Council Meeting Date: April 17, 2023

Background/History:

City Council confirmation of candidate for the position of Chief of Police.

Cost: \$ 0

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

Financial Impact:

N/A

Action Requested from Council:

Approval of Candidate Brandon Criss for Police Chief for the City of Forest Park, Georgia