



**CITY OF FOREST PARK MAYOR & COUNCIL  
CITY COUNCIL REGULAR SESSION**

Monday, December 06, 2021 at 7:00 PM  
Council Chambers and YouTube Livestream

**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

## AGENDA

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James      The Honorable Dabouze Antoine  
The Honorable Hector Gutierrez      The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

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

### 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:**

**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 November 15, 2021 - S. Diane White, City Clerk

**NEW BUSINESS:**

2. The Compliance Engine –Fire Department

Background/History:

With low staffing levels throughout the Fire Service Industry,

The Compliance Engine will allow code officials to track and drive code compliance, reduce false alarm activity. Additionally, the AHJ, will be better equipped to do more with less in the mission to drive 100% code compliance with fire and life safety laws and provide safer communities.

3. **Council Approval to Cancel the December 20th Work Session and Regular Council Meeting – Executive Offices**

Background/History:

The holiday season is upon us, and we want to give everyone the opportunity to enjoy with family.

The City Manager would like to recommend canceling the December 20, 2021, Council Work Session and Regular Council Meeting. Per city code *“The City Council shall hold regular public meetings at a stated time and place as provided by ordinance but not less often than twice a month.”* The City of Forest Park Council currently meets four (4) times a month.

**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 November 15, 2021 - S. Diane White, City Clerk



**CITY OF FOREST PARK MAYOR & COUNCIL  
CITY COUNCIL WORK SESSION**

Monday, November 15, 2021, at 6:00 PM  
Council Chambers and YouTube Livestream

**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

**DRAFT WORK SESSION MINUTES**

The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James                      The Honorable Dabouze Antoine  
The Honorable Hector Gutierrez                      The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

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

**CALL TO ORDER/WELCOME:** The meeting was called to order at 6:00pm by Mayor Pro Tem Dabouze Antoine.

**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, Mayor Pro-Tem		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4	✓	
Allan Mears	Council Member, Ward 5		✓

**DIRECTORS PRESENT** Darquita Williams, Interim Finance Director; Diane Lewis, Deputy Human Resources Director, Lashawn Gardiner, Management Analyst, Latosha Clemons, Fire Chief, David Halcome, Deputy Fire Chief, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks, Director of Public Works, Joshua Cox, IT Director, Arthur Geeter, Purchasing Manager, Michael Brunson Sr., Deputy Chief of Police and Javon Lloyd, PIO Director.

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

**COMMUNITY INFORMATION/REMINDERS:**

- Run-Off Election to be conducted on Tuesday, November 30, 2021, for the position of Mayor. Early Voting will begin on November 22 through November 24th at the Mary Ann Conley Senior Center, 5087 Park Ave, Forest Park, GA 30297.
- Run-off Election Day voting will be November 30, 2021, at Elaine Corley Recreation Center, 803 Forest Parkway, Forest Park, GA 30297 from 7:00am – 7:00pm.
- The **LAST DAY** to submit a request for an application for an absentee ballot for this run-off election will be Friday, November 19, 2021. For additional information please contact the City of Forest Park at 678-704-4784 Monday through Friday from 8:30 am – 5:00 pm.
- We are asking all candidates, except those in the run-off, to please remove all campaign signs no later than **Wednesday, November 17, 2021.**
- Emergency Rental Assistance (ERA) for Tenants and Landlords funds are still available through Clayton County for those who qualify. For more information you call (404)-697-4100 or (770)-997-4511 or visit Relief.claytoncountyga.gov
- Forest Park Police Department Coat Drive is going on right now. Help us help our community. Accepting all sizes of new and clean, gently used winter coats, hats, scarves, gloves, and new socks. Donations will benefit students in the Forest Park area schools. Drop off @ Forest Park PD 320 Cash Memorial Blvd, Forest Park, GA between (8am – 6pm). Additional drop off locations during school hours are Huie Elementary, 1260 Rock Cut Rd, Forest Park.

**CITY OPERATIONS:**

- On November 11, 2021, we held the City of Forest Park Veterans Day Celebration. It was just a small token of appreciation to all our veterans and their families for their service and sacrifice for the freedoms we all hold dear. I don't think we can ever say this enough but Thank You for your service.

**CONGRATULATIONS :**

- **CONGRATULATIONS** to Councilman Hector Gutierrez for completing Cornell University's Certification Programs in Servant Leadership and Conflict Management.
- **CONGRATULATIONS** on completing their inhouse Firefighter 1 and 2 training.
  - Elizabeth Cole
  - Kyle Grace
  - Randell Boone
  - Sylvester Ayaeze
  - Anthony Glayton
  - Nicholas Sarna
  - Brenton Lee

## SHOUT OUT

- Elections Superintendent Ms. S. Diane White, for the superior job she and her elections staff did in conducting our 2021 General Elections. Thank you to the Georgia Secretary of State's Office, Clayton County Election's Office, Intact Consulting Services, and all city departments that came together and helped in conducting a smooth election for our residents - Public Works, Information Technology, Recreation and Leisure, and Finance.

## **PRESENTATION(S):**

1. **1st Quarter FY21-22 Budget Review** – Executive Offices

### **Background/History:**

A review of the 1st Quarter of the FY21-22 Budget was given by Interim Finance Director, Darquita Williams.

There were no comments/questions from governing body.

## **NEW BUSINESS:**

2. **Approval of a Judicial Appointment to serve as Judge Pro Tem on the Forest Park Court** – Executive Offices

There was no comments/discussion from the governing body.

3. **Adoption of Amending Banquet Hall Ordinance** – Police Department

**Councilmember James** – Is there another way for us to double check to see if they have security?

**City Attorney** – In their application they would have to show that they have security.

4. **Council Approval of a Public Information Office Communication Policy** – Executive Offices

There were no comments/questions from the governing body.

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

It was motioned by Councilmember James and seconded by Councilmember Gutierrez to recess into Executive Session at 6:14pm.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears.  
The motion carried.

It was motioned by Councilmember Antoine and seconded by Councilmember James to reconvene back into the Council Work Session at 6:59pm.

Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears.

The motion carried.

**ADJOURNMENT:**

It was motioned to adjourn the Council's Work Session at 6:59pm.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears.

The motion carried.

DRAFT



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The Honorable Mayor Angelyne Butler, MPA

The Honorable Kimberly James                      The Honorable Dabouze Antoine  
The Honorable Hector Gutierrez                      the Honorable Latresa Akins-Wells  
The Honorable Allan Mears

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

**CALL TO ORDER/WELCOME:** The meeting was called to order by Mayor Pro Tem Dabouze Antoine at 7:00pm.

**INVOCATION/PLEDGE:** The invocation and pledge were led by Wanda Miller.

**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, Mayor Pro-Tem		✓
Hector Gutierrez	Council Member, Ward 3		✓
Latresa Akins-Wells	Council Member, Ward 4	✓	
Allan Mears	Council Member, Ward 5		✓

**DIRECTORS PRESENT:** Darquita Williams, Interim Finance Director; Diane Lewis, Deputy Human Resources Director, Lashawn Gardiner, Management Analyst, Latosha Clemons, Fire Chief, David Halcome, Deputy Fire Chief, Bruce Abraham, Director Economic Development, Tarik Maxell, Director of Recreation & Leisure, Bobby Jinks,



Director of Public Works, Joshua Cox, IT Director, Arthur Geeter, Purchasing Manager, Michael Brunson Sr., Deputy Chief of Police and Javon Lloyd, PIO Director.

### PRESENTATIONS:

1. **Proclamation presented to Clayton County Youth Commission - Legislative**

Councilmember Gutierrez read the proclamation presented to Clayton County Youth Commission.

2. **Commendation and Certificate presented to Boy Scout Troop 919 - Legislative**

Councilmember Gutierrez read a letter of commendation and certificate that was presented to the Boy Scout Troup 919.

3. **Presentation – Earth Tomorrow – Legislative**

Presentation was given by members of Earth Tomorrow.

**Councilmember James** – thank you so much Mr. Evans, I really appreciate you all presenting this evening. I think it is very important to see the recycling part of our city because that is something we are missing right now. I invited Mr. Evans to be here tonight because we have a lot of contaminants that is in our recycling. That is why our recycle day is not really a recycle day. I hope we can utilize Earth Tomorrow to help us with campaigning and getting the information out. So, hopefully we can get that partnership going and I can help with that. Thanks again for everything that you brought to us today.

**Councilmember Gutierrez** – This is just amazing. It is beautiful when people take ownership of it; and you are taking ownership. You live here, this is your high school, and this is your earth. It is important that you take initiative, and you value this earth and the planet. Sometimes we do not think about the facts you gave about the candy wrappers; we just go on about our days. I do not think people do it in a malicious way, I just think we lack the education to understand these things. Like Councilmember James, we are in full support of this. We can do intergovernmental agreements so if you all need anything. I would love to support you all. I am not just saying it but buying materials or buying things to make a better greenhouse, whatever that would make it better for you all to advance your research. Everything you are doing now will be there for the other high schoolers that are coming up. Thank you for being leaders on your campus. You might not see it, but you are really setting a standard for those that will come behind you. So, shout out to Earth Tomorrow.

**Councilmember Antoine** – Whenever you see kids that are investing in their community that will tell you where that community is going, in a positive way. You can even apply that to churches, whenever you get young kids involved in churches it will tell you the future of that church; so that is a good thing. We have good kids that believe in this community. So, for those that have been here for awhile should look at this as a good thing to show you where Forest Park is going. Again, thank you and keep it up.

### PUBLIC COMMENTS: (All Speakers will have 3 Minutes)

There were no speakers for Public Comments.

### ADOPTION OF THE AGENDA WITH ANY ADDITIONS / DELETIONS:

It was motioned by Councilmember James and seconded by Gutierrez to adopt the Council Agenda as printed.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears.  
The motion carried.

#### **APPROVAL OF MINUTES:**

- 4. Council Approval of Council Work Session and Regular Meeting Minutes from November 1, 2021 -**  
S. Diane White, City Clerk

It was motioned by Councilmember James and seconded Councilmember Gutierrez to adopt the Council minutes from Nov. 1, 2021.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.  
Voting Yea: Councilmember James, Councilmember Antoine. The motion carried.

#### **OLD BUSINESS:**

**There was no Old Business**

#### **NEW BUSINESS:**

- 5. Approval of a Judicial Appointment to serve as Judge Pro Tem on the Forest Park Court –**  
Executive Offices

It was motioned by Councilmember James and seconded by Councilmember Mears to approve the appointments of Jenny Nguyen and Tracey A. Moran as Judge Pro Tem.

Motion made by Councilmember James, Seconded by Councilmember Mears.  
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears. The motion carried.

- 6. Adoption of Amending Banquet Hall Ordinance – Police Department**

It was motioned by Councilmember James and seconded by Councilmember Gutierrez to adopt the Ordinance Amendment for Banquet Halls.

Motion made by Councilmember James, Seconded by Councilmember Gutierrez.  
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears. The motion carried.

- 7. Council Approval of a Public Information Office Communication Policy – Executive Offices**

It was motioned by Councilmember James and seconded by Councilmember Mears to approve the Public Information Communication Policy,

Motion made by Councilmember James, Seconded by Councilmember Mears.  
Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember

Mears. The motion carried.

#### CLOSING COMMENTS BY GOVERNING BODY:

**Councilmember James** – thanks to everyone for coming out. We appreciate you for showing up. I want to remind everyone of the Ward Meeting that I host every month on the third Thursday. It will be held this Thursday at 696 Main Street and via Zoom. The information is on the website and if you do not want to show up in person you are certainly welcome to participate via Zoom. It will start at 5:00pm. I really appreciate you participating. We will have a general PTSA meeting that starts at 6:00pm at the high school. We will have a *Connecting the Community* event with our District 4 Board Meeting with Victoria Williams at 6:30pm on Thursday. I want to continue to keep Madam Mayor and her daughter lifted up in prayer. She is doing well.

**Councilmember Gutierrez** – thanks to everyone that came out today. I want to congratulate you both for winning your seats. Congratulations! I would like to congratulate Commissioner, Dr. Aleika Anderson we have been talking about neighborhood meetings. She is hitting the ground and running. Happy Veterans Day to our brothers and sisters. It is a big part of my identity. It was beautiful and got to spend time with my family. We have some events coming up. For any seniors that need help with your FASFA application meet us at 696 Main Street on December 1, 2021. We will assist you with your application. We will have food and celebrate getting your application ready to go! We will not have Food Truck Friday events in December because it is cold, but we will have a Senior Ball. The Seniors in Action have taken off! They will have a Senior's Ball where you can come dressed up. It is opened to anyone. DJ Mr. Gibson will be playing some tracks from back in the day. So, please join us we will have more information on our social media. If you have any questions, please feel free to call. I am extremely proud to see two of my students from Forest Park and Morrow High Schools it is beautiful to see; it solidifies my choice in career. If anyone needs me, please call me and be safe. Sometimes we get caught up in things. Life is real. For an example, with the mayor not being here. I know the mayor would not have missed a meeting for anything. My prayers for her daughter that she is good. Just enjoy each other presence, you never know when something may happen. Tell your family that you love them and take care of your seniors. We will have the clean-up! The Boy Scouts will be out. If you would like to join us, we welcome you the first Saturday of the month and bring a coat. Thanks to Mr. Thanks, Mr. Rushmere for the turkey donations and the contributions to my cultural events, Day of the Dead and Hispanic Heritage events. Thank you everyone and see you next meeting.

**Councilmember Mears** – thank you for coming out tonight. I always like to see these big crowds. Always remember in the back of your mind to take care of your own business and this is where business is handled. Try to make it a habit to come twice a month you get out what you put in. We here to do a good job and do the city's business. We work for you all. Have a good safe evening.

**Councilmember James** – on Monday of next week we will have a food giveaway at Forest Park High School. The school will be closed for Thanksgiving break. It will be sponsored by Mayor Butler, Helping Hands Ending Hunger, The Community and Schools, Councilmember Mears, and Victoria Williams the list keeps getting larger and larger. This means that we will have a lot of food to give away. We will probably start at 11:30am, but the information will be posted. So, please spread the word.

**Mayor Pro Tem/Councilmember Antoine** – I see some new faces. You all are welcome to the City of Forest Park.

**Tarik Maxwell, Parks and Leisure Director** the annual holiday parade will be held on Saturday, December 4, 2021, at 6pm off Main Street and we will make our way to the amphitheater where there will be entertainment and the lighting of the Christmas tree. We will also have hot chocolate.

**Mayor Pro Tem/Councilmember Antoine** – Happy Thanksgiving. Mr. Jonathan will be giving us all turkeys. I will have turkeys to giveaway. Just like Councilmember Guterrez you never know when your last day here is; so, this is not the time to be rude and mean and negative towards people. Please keep my country in your prayer, gas is \$20.00 a gallon over there. These are people that do not have anything, so we have so much to be thankful for. I want to say thank you to the Boys Scouts and Earth Tomorrow and all those that are new that I see. Welcome to Forest Park.

**ADJOURNMENT:**

It was motioned by Councilmember James and seconded by Councilmember Mears to adjourn the November 15, 2021, Regular Council meeting at 7:46pm

Motion made by Councilmember James, Seconded by Councilmember Mears.

Voting Yea: Councilmember James, Councilmember Antoine, Councilmember Gutierrez, Councilmember Mears.  
The motion carried.

DRAFT

**File Attachments for Item:**

2. The Compliance Engine –Fire Department

Background/History:

With low staffing levels throughout the Fire Service Industry,

The Compliance Engine will allow code officials to track and drive code compliance, reduce false alarm activity. Additionally, the AHJ, will be better equipped to do more with less in the mission to drive 100% code compliance with fire and life safety laws and provide safer communities.



CITY OF  
**FORESTPARK**

# City Council Agenda Item

**Subject:** The Compliance Engine –Fire Department

**Submitted By:** Latosha Clemons

**Date Submitted:** 11/16/2021

**Work Session Date:** 12/06/2021

**Council Meeting Date:** 12/06/2021

**Background/History:**

With low staffing levels throughout the Fire Service Industry,

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official’s time is spent administering 3<sup>rd</sup> Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

The Compliance Engine will allow code officials to track and drive code compliance, reduce false alarm activity. Additionally, the AHJ, will be better equipped to do more with less in the mission to drive 100% code compliance with fire and life safety laws and provide safer communities.

**Cost: \$ 0**

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

**Financial Impact: N/A**

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3<sup>rd</sup> party contractors on per system, per premises, per annum basis

**Action Requested from Council:** Approval of the use of the Compliance Engine Tool to assist the Fire Marshalls Office in an effort to improve compliance of Life Safety Features in the City of Forest Park.

# THE COMPLIANCE ENGINE IMPLEMENTATION PLAN

POWERED BY **BRYCER**

BRYCER LLC.

THE COMPLIANCE ENGINE 4355 Weaver Pkwy. St 230. Warrenville, IL 60555

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## THE COMPLIANCE ENGINE

The Compliance Engine is a simple, internet-based tool for code officials to track and drive code compliance, reduce false alarm activity and provide a safer community. It provides a secure cloud environment in which third party contractors who inspect, test, and maintain fire protections systems, submit their reports via Brycer’s web portal directly to the AHJ. This facilitates a more efficient review, tracking and follow-up process with occupants to correct deficiencies and maintain systems. In addition to the web-based technology, our services include a team to administer hard and soft copy notifications and perform follow up calls to help increase testing and maintenance activity in a given jurisdiction. The end result is a comprehensive and accurate aggregation of data around which buildings have what types of systems, when they were last tested, and if there are any open deficiencies that could jeopardize their successful deployment in the event of an incident. With The Compliance Engine, the AHJ (Authority Having Jurisdiction) will be better equipped to do more with less in their mission to drive 100% code compliance with fire and life safety laws.

### **Current Landscape:**

- 40% of life safety systems go uninspected or maintained every year
- 32.5% of false alarms are due lack of maintenance and testing
- 29% of fire code official’s time is spent administering 3<sup>rd</sup> Party ITM reports
- 95% of AHJs do not have the resources to enforce their adopted fire code
- Current Process is manual, paper based, reactionary, inefficient and expensive

### **The Compliance Engine Benefits:**

- Drives 100% Compliance with fire & life safety code
- Electronically collects, organizes and tracks fire and life safety test results
- Offers API Services with RMS and software inspection companies
- Maximizes limited resources, saves time and streamlines communication
- Built to ensure a safer environment for firefighters, citizens and guests
- Saves AHJs money while strengthening life safety and offers cost recovery

### **Revenue Model:**

- Free for Fire Department
- Zero charge to the building owners
- Fee paid by 3<sup>rd</sup> party contractors on per system, per premises, per annum basis
- Delivers Compliance resulting in new business and maintenance revenue for 3<sup>rd</sup> party contractors
- Endorsed by IKECA, Arizona Fire Alarm Assoc. and Western Fire Chiefs Assoc

Learn more at [www.thecomplianceengine.com](http://www.thecomplianceengine.com) or 630-413-9511

*Collect. Connect. Comply.*

## IMPLEMENTATION TASK LIST

TCE will do majority of the work to ensure the Fire Department goes live and runs efficiently. However, we kindly ask that the following list of tasks is completed by the Fire Department, in order to complete the implementation process. Completing these in a timely manner will allow for the simplest and smoothest transition into our system.

<u>Implementation Tasks</u>	<u>Responsible Party</u>	<u>Completed</u>
<b>Send Main Contact Info</b> (Name, Phone, Email, Title)	AHJ	<input type="checkbox"/>
<b>Send Copy of Department Logo</b>	AHJ	<input type="checkbox"/>
<b>Send Copy of Electronic Signature</b>	AHJ	<input type="checkbox"/>
<b>Send List of Top Inspection Companies</b>	TCE	<input type="checkbox"/>
<b>Send Data Extraction of Properties</b> (Name, Address, City, State, Zip, Contact, Systems)	TCE & AHJ	<input type="checkbox"/>
<b>Approve Notifications</b>	AHJ	<input type="checkbox"/>
<b>Send AHJ Press Release</b>	TCE	<input type="checkbox"/>
<b>Send ITM Letter</b>	TCE	<input type="checkbox"/>
<b>Call Top ITMs</b>	TCE	<input type="checkbox"/>
<b>Set AHJ Training Prior to Go Live</b>	TCE	<input type="checkbox"/>
<b>Go Live</b>	TCE & AHJ	<input type="checkbox"/>

# LIST OF SYSTEMS TCE TRACKS

System Type
Air Sampling System
Automatic Closing Fire Assemblies
Chemical Storage Room
Clean Agent
Commercial Kitchen Exhaust Cleaning
Emergency Power Battery / Unit Lighting
Emergency Power Generator
Emergency Responder Radio Coverage System
Fire Alarm
Fire Escape
Fire Pump
Foam System
Gas Detection Systems
Hood Suppression System
Leak Detection
Paint / Spray Booth Suppression
Pressure Reducing Valves (PRV's)
Private Fire Hydrant
Rental Property Inspection
Rescue Air System
Smoke Management Systems
Special Suppression System
Sprinkler System (Dry & Wet)
Standpipe
Water Monitor
Water Tank

POWERED BY **BR**Y**CER**

Additional tracking for *backflow* and *conveyance systems* available.

## EXAMPLE NOTIFICATION TEMPLATES

Please note that **BOLD** texts are auto populated fields from our system. Any additional information added to these areas will be added into our system and will be used on all templates including those field types.

These templates have been created with common language that most jurisdictions can utilize without much change. Should you see the need to change certain language to fit within your jurisdictions guidelines please add the changes and submit back for final modification into our system.

If you feel satisfied with the way the templates have been created, please let us know and these will be loaded as your default templates in our system for notifications. If at any time, you foresee the need for changes within the templates, please contact our office. We will happily work with you to get the changes completed and reset all notifications so they reflect the needed adjustments.

YOUR DEPARTMENT NAME  
1234 STREET ADDRESS  
CITYOF, XX 99999



System Type - Contractor of R Item # 2.

SYSTEM TESTING COMPANY  
(555) 555-5555  
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY  
1234 MAIN RD  
YOUR CITY, IL 60540

**Re: SYSTEM TYPE INSPECTION RENEWAL - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE**

Dear Building Occupant/Owner:

In accordance with the (YOUR CODE), our records indicate the **SYSTEM TYPE** is coming due for inspection by a licensed company and must be tested within the month of your renewal date which is **01/21/20**.

**It is the responsibility and requirement of the inspection company testing your system to submit all test reports to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at [support@mybrycer.com](mailto:support@mybrycer.com)

Sincerely Yours in Life & Fire Safety,

*Digital Signature*

YOUR NAME  
YOUR TITLE  
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME  
1234 STREET ADDRESS  
CITYOF, XX 99999



**System Type - Contractor of Record:**

SYSTEM TESTING COMPANY  
(555) 555-5555  
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY  
1234 MAIN RD  
YOUR CITY, IL 60540

**Re: SYSTEM TYPE INSPECTION OVERDUE - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE**

Dear Building Occupant/Owner:

Our records indicate the **SYSTEM TYPE** is now overdue and was to be tested within the month of your renewal date which was **01/21/20**. In order to avoid penalties, as provided by law for such violations, you must take immediate action.

**Actions Required:**

1. Have your SYSTEM TYPE inspected, tested and maintained by a licensed company and,
2. Upon completion, have your inspection company submit the test results to us at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).
3. If this inspection has been completed you must notify your testing company that a copy of this report must be submitted to us at [www.thecomplianceengine.com](http://www.thecomplianceengine.com). **It is the contractor's responsibility to submit the documentation.**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at [support@mybrycer.com](mailto:support@mybrycer.com)

Sincerely Yours in Life Fire Safety,

*Digital Signature*

YOUR NAME  
YOUR TITLE  
YOUR DEPARTMENT NAME

YOUR DEPARTMENT NAME  
1234 STREET ADDRESS  
CITYOF, XX 99999



Item # 2.  
**System Type - Contractor of R**

SYSTEM TESTING COMPANY  
(555) 555-5555  
THEIREMAIL@COMPANY.COM

MONTH DAY, YEAR

BUILDING IN YOUR CITY  
1234 MAIN RD  
YOUR CITY, IL 60540

**Re: SYSTEM TYPE INSPECTION DEFICIENCIES FOUND - 1234 MAIN RD, YOUR CITY, STATE ZIPCODE**

Dear Building Occupant/Owner:

A recent inspection of your **SYSTEM TYPE** at premise address on date of inspection by ITM COMPANY revealed the violations listed below.

This notice is an ORDER TO COMPLY. Your failure to comply with this notice before re-inspection (30 days from date of letter) may make you liable for the penalties provided for by law for such violation(s).

DEFICIENCIES

Deficiency Found:

Deficiency Found:

**It is the responsibility and requirement of the inspection company to submit all corrections to us via the web at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).**

If you have questions regarding this notification, please contact our Compliance Program Partner BRYCER LLC at 630-413-9511 or via email at [support@mybrycer.com](mailto:support@mybrycer.com)

Sincerely Yours in Life & Fire Safety,

*Digital Signature*

YOUR NAME  
YOUR TITLE  
YOUR DEPARTMENT NAME

## AHJ Sample Requirement Letter to Fire Protection Contractors



Dear Service Provider,

The AHJ Name has instituted a new process for service providers who inspect and test fire protection systems. Effective **Go Live Date** all compliant & non-compliant fire protection systems test reports are required to be sent to the AHJ Name electronically by your respective organization via The Compliance Engine's online system at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

The AHJ Name is dedicated to delivering 100% compliance with our adopted Fire Code. This web-based service will aggregate, track and streamline the collection of compliance data of our jurisdiction's systems. Property owners will receive timely proactive notifications of their testing requirements, and the AHJ Name will gain the ability to better mitigate the risk in our community by improving public safety to our citizens.

All service providers who inspect or test fire protection systems within the AHJ Name's jurisdiction are required to register and submit all test, inspection and service reports via The Compliance Engine. All reports must be submitted in accordance with the testing schedule and requirements outlined in our adopted fire code.

Benefits to you:

- Increases market opportunity and demand for your fire protection services
- Ensures all reports arrive, affording you the ability to track our department's follow up
- Enhances maintenance revenue and timeliness of deficiency corrections
- Improves customer retention with renewal notifications identifying you as company of record
- Minimizes non licensed contractors from working in your market

This proven process requires the service provider pay a nominal filing fee at the time of submittal. There is no fee to register your company with The Compliance Engine. Once registered, pricing is viewable under AHJ Name icon in The Compliance Engine. If you are a licensed fire protection system contractor and are not currently registered with Brycer, please do so at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

We look forward to partnering with you to better protect and serve our community. We are confident this will benefit us ALL.

Sincerely,

*Digital Signature*

P.  
E.



## Keys to Getting Started:

- Register at [www.thecomplianceengine.com](http://www.thecomplianceengine.com)
- Sign up for training
- Complete account set up by entering all inspectors, inspector licenses, and company licenses
- Add Users and company logo for brand awareness
- Add TCE link to your webpage

## Key Processes to Know: Check the TCE HELP Portal for Direction Visuals

- Select correct template for each report submitted: Fire Alarm, Sprinkler, Kitchen Hood, etc.
- Enter all test reports and type out deficiencies
- Attach pdf version of inspection report when using short form (fire protection systems only)
- Ensure all reports entered are submitted for payment
- Update deficiency tracking to inform AHJ that violations have been corrected
- Check notifications icon to track sent out by AHJ
- Open inspection reports are saved reports not yet submitted to AHJ, if not submitting these to AHJ delete
- Submit a new-premises when necessary (if you cannot locate the premises in the existing database)
- View your transaction list to confirm correct payment
- Create new users when necessary
- Update credit card information

## Systems Tracked:

(customize per AHJ)

- Automatic Fire Sprinkler
- Automatic Closing Fire Assemblies
- 5yr Obstruction Sprinkler
- Fire Alarm System
- Commercial Kitchen Hood Suppression
- Commercial Kitchen Hood Cleaning
- Standpipe
- Active Smoke Control
- Private Hydrant System
- Fire Pump
- Spray Booth
- Emergency Generator
- Emergency Radio Responder Coverage System
- Special Suppression

## PLEASE ADD TCE TO YOUR AHJ WEBSITE:

You may add TCE to your webpage in whichever format works best for your AHJ. Example verbiage provided below:

### Fire Protection System Inspection, Testing & Maintenance

All fire protection systems in {jurisdiction} are required by the fire code to be inspected tested and maintained on regular intervals. Please see fire code for schedule (add hyperlink). The purpose of these inspections is to ensure the system will operate properly in the event of an incident, ensuring a safe environment by minimizing the risk of life and property loss.

The {jurisdiction} has contracted with BRYCER, LLC to help manage the fire protections systems inspection, testing and maintenance program. All contractors who perform inspection, testing and maintenance services of fire protection systems are required to electronically submit all compliant and non-compliant reports to the department via [www.thecomplianceengine.com](http://www.thecomplianceengine.com)

Fire Protections Systems electronically tracked by {AHJ} include: (this is specific to the AHJ)

- Automatic Fire Sprinkler Systems
- Fire Alarm
- Commercial kitchen hood suppression systems
- Standpipes
- Active smoke control systems
- Fire pumps
- Spray booth
- Emergency generators
- Special Suppression/clean-agent systems

Contractors are required to submit test results to {AHJ} on behalf of their customers. Register with The Compliance Engine [here](#).

Contact BRYCER, LLC for any training/support related questions at 1-630-413-9511 or email [support@mybrycer.com](mailto:support@mybrycer.com)

EXAMPLES:

What is the process?  
If a Chief's Regulation No. 4 test is required, please contact a certified tester to schedule and perform your test.

- The certified tester must submit the test results on Fire Department approved forms, electronically through the compliance engine at <http://www.thecomplianceengine.com> within 7 days.
- Repair and Retest: If defects are found in equipment that is being tested, correction on such defects shall commence forthwith and shall be completed as soon as possible, but in every case within 30 days of the initial test. At the completion of such repair, the system or device shall be retested as necessary to determine that it is fully operable.
- For Information on The Compliance Engine (TCE) Please Review
  - [Register for TCE](#)
  - [Login to TCE](#)
  - [FAQs](#)

Seattle.gov  
Mayor Jenny A. Durkan

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**Fire Protection System Testing**

System test reports for many systems are mandatory and must be submitted electronically to the Seattle Fire Department via our online vendor at [www.thecomplianceengine.com](http://www.thecomplianceengine.com).

There is a \$30 filing fee associated with the submission of each report, per system, per year, except for hood systems which are per every six-month service. Your service provider (the company you hire to do the testing and maintenance on your building's fire protection systems) is responsible for collecting these fees from their clients, administering the reporting requirements, and then submitting payments along with test reports.

Reports must be submitted within one week of the inspection or maintenance completion. Systems with impairments or red-tagged systems must also be reported immediately using the current mandatory **impaired systems reporting process**. Since January 2019, there has been a late fee of \$10 per report. Due to the continued high number of late report submittals, the City has now introduced a **citation** for reports that are submitted outside of allowed timelines.

If you need a service provider:

- [Fire safety companies with SFD certified technicians](#)

## The Compliance Engine

The Springfield Fire Department (SFD) requires that specific fire protection system annual test reports be submitted to the department from the inspection, testing and maintenance (ITM) company via an electronic portal called The Compliance Engine (TCE). After submission of these reports, TCE works on behalf of the SFD to provide notification to occupancies of needed repairs and of upcoming annual inspections. These efforts help ensure those fire protection systems comply with the International Fire Code, which has been adopted by the City of Springfield. Compliant fire protection systems reduce the risk to life and property in the City.

Fire Protection Systems requiring TCE test result submission include:

- Fire Sprinklers
- Fire Standpipes
- Fire Alarms
- Fire Pumps
- Private Fire Hvdrrants

**BRYCER, LLC**  
**4355 Weaver Parkway**  
**Suite 230**  
**Warrenville, IL 60555**

November 4<sup>th</sup>, 2021

Forest Park Fire & Emergency Services Department  
 745 Forest Parkway  
 Forest Park, GA 30297

**Re: “The Compliance Engine”**

Dear Forest Park Fire & Emergency Services Department:

We look forward to providing you with “The Compliance Engine” (the “Solution”). This proposal letter provides the basic terms by which Brycer, LLC (“Brycer”) will provide you, the Forest Park Fire & Emergency Services Department (“Client”), with the Solution. The use of the Solution and all matters between Brycer and Client will be subject to the standard “Terms and Conditions” attached to this proposal as Exhibit A. The basic terms are as follows:

1. **Term:** Brycer will provide Client with the Solution for one year, commencing \_\_\_\_\_, 2021 (the “Initial Term”). Thereafter, the Term shall automatically renew for successive one year periods unless terminated by Brycer or Client in writing at least 90 days prior to the expiration of the then current Term (each, a “Renewal Term” and together with the Initial Term, the “Term”). Following the expiration or termination of the Term (as provided in the Terms and Conditions), Client shall stop using the Solution; provided, however, Brycer shall make available, and Client shall have the right to download, Client’s data from the Solution for a period of 60 days after the expiration or termination of the Term. Client shall have the right to terminate this agreement upon giving 90 days written notice to Brycer.

2. **Fees:** Client shall not pay any fees for use of the Solution. Brycer will collect all fees due and payable by third party inspectors in connection with activities relating to the Solution.

3. **Brycer Responsibilities:** During the Term, Brycer shall be responsible for the following in connection with Client’s use of the Solution:

- ***Availability.*** Brycer shall make the Solution available to Client as set forth on Exhibit B. The maintenance schedule and minimum service levels for the Solution are set forth on Exhibit B.
- ***Service Level.*** Brycer shall provide commercially reasonable levels of customer service with respect to the Solution to all third parties who transact business with Client and access the Solution.
- ***Backup.*** Brycer shall backup the database used in connection with the Solution to a separate server located within the same web hosting firm which the Solution is being hosted on a real time basis. Upon request by Client (which can be no more than once a month) or made prior to or within 60 days after the effective date of termination of the Term, Brycer will make available to Client a complete and secure (i.e. encrypted and appropriately authenticated) download file of Client data in XML format including all schema and attachments in their native format. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and

integrity of Client data. Brycer shall not (a) modify Client data or (b) disclose Client data except as required by law.

- **Retention of Information.** Brycer will maintain all information entered into the database by third party inspectors for at least five years from the time such information is entered into the database.
- **Notices.** Brycer will be responsible for generating and delivering the following notices to third parties in connection with the Solution: (a) reminders of upcoming inspections that are due; (b) notices that an inspection is past due; and (c) notices of completed inspection reports which contain one or more deficiencies.
- **Call Center** Phone calls by Brycer on behalf of the Client to the property for EACH life-safety system overdue for service based on dates automatically tracked within the TCE database. Brycer is not an agent of the Client and all scripts for the overdue calls will be approved by the Client.
- **Updates and Enhancements.** In the event Brycer releases any updates, corrections, or enhancements to the Solution during the Term, Brycer shall promptly provide such updates or corrections to Client free of any charge or fee.

4. **Client Responsibilities:** During the Term, Client shall be responsible for the following in connection with Client's use of the Solution:

- **Operating System.** Client shall be solely responsible for providing a proper operating environment, including computer hardware or other equipment and software, for any portion of the Solution installed on the Client's equipment (the "Client Access Software") and for the installation of network connections to the Internet. In addition to any other Client Access Software requirements, Client must use version Edge, Firefox version 76, Chrome 60 or Safari (or more recent versions), in addition to having a .pdf reader installed on machines to view attachments.
- **Training.** Client shall allow Brycer at Client's facilities to train all applicable personnel of Client on the use of the Solution.
- **Information.** Client shall promptly provide Brycer with all appropriate information necessary for Brycer to create the database for the Solution, including without limitation: (a) all commercial building addresses within **[jurisdiction]** for Brycer's initial upload; and (b) quarterly updates to in a format acceptable to Brycer in its discretion.
- **Enforcement.** Client shall take all actions necessary to require (e.g. resolution, ordinance, fire policy, code amendment) the use of the Solution by third party inspection companies.
- **Reports.** Client will require all compliant and deficient test results to be submitted.

5. **Ownership of Data.** Client owns all the data provided by Client and received from third party contractors for Client. Brycer shall maintain appropriate administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Client's data.

Please acknowledge your acceptance of this proposal and our standard Terms and Conditions by counter-signing this proposal below. We look forward to a long-term and mutually beneficial relationship with you.

Brycer, LLC

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

Acknowledged and Agreed to this  
\_\_\_ day of \_\_\_\_\_, 20\_\_\_:

**[CLIENT]**

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

**Exhibit A****Terms and Conditions**

Any capitalized terms not defined in these Terms and Conditions shall have the meaning assigned to it in that certain Letter Agreement attached hereto by and between Brycer, LLC and Client (the "Agreement").

1. **Restrictions on Use.** Client shall not copy, distribute, create derivative works of or modify the Solution in any way. Client agrees that: (a) it shall only permit its officers and employees (collectively, the "Authorized Users") to use the Solution for the benefit of Client; (b) it shall use commercially reasonable efforts to prevent the unauthorized use or disclosure of the Solution; (c) it shall not sell, resell, rent or lease the Solution; (d) it shall not use the Solution to store or transmit infringing or otherwise unlawful or tortious material, or to store or transmit material in violation of third party rights; (e) it shall not interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein; (f) it shall not reverse engineer, translate, disassemble, decompile or otherwise attempt to create any source code which is derived from the Solution (g) it shall not permit anyone other than the Authorized Users to view or use the Solution and any screen shots of the Solution and (h) it shall not disclose the features of the Solution to anyone other than the Authorized Users. Client is responsible for all actions taken by the Authorized Users in connection with the Solution.
2. **Proprietary Rights.** All right, title and interest in and to the Solution, the features of the Solution and images of the Solution as well any and all derivative works or modifications thereof (the "Derivative Works"), and any accompanying documentation, manuals or other materials used or supplied under this Agreement or with respect to the Solution or Derivative Works (the "Documentation"), and any reproductions works made thereof, remain with Brycer. Client shall not remove any product identification or notices of such proprietary rights from the Solution. Client acknowledges and agrees that, except for the limited use rights established hereunder, Client has no right, title or interest in the Solution, the Derivative Works or the Documentation.
3. **Independent Contractor.** Nothing in the Agreement may be construed or interpreted as constituting either party hereto as the agent, principal, employee or joint venturer of the other. Each of Client and Brycer is an independent contractor. Neither may assume, either directly or indirectly, any liability of or for the other party. Neither party has the authority to bind or obligate the other party and neither party may represent that it has such authority.
4. **Reservation of Rights.** Brycer reserves the right, in its sole discretion and with prior notice to Client, to discontinue, add, adapt, or otherwise modify any design or specification of the Solution and/or Brycer's policies, procedures, and requirements specified or related hereto. All rights not expressly granted to Client are reserved to Brycer, including the right to provide all or any part of the Solution to other parties.
5. **Use of Logos.** During the term of this Agreement, Brycer shall have the right to use Client's logos for the purpose of providing the Solution to Client.
6. **Confidential Information.** Brycer and Client acknowledge and agree that in providing the Solution, Brycer and Client, as the case may be, may disclose to the other party certain confidential, proprietary trade secret information ("Confidential Information"). Confidential Information may include, but is not limited to, the Solution, computer programs, flowcharts, diagrams, manuals, schematics, development tools, specifications, design documents, marketing information, financial information or business plans. Each party agrees that it will not, without the express prior written consent of the other party, disclose any Confidential Information or any part thereof to any third party. Notwithstanding the foregoing, the parties acknowledge that Client and Brycer shall be permitted to comply with any all federal and state laws concerning disclosure provided that any such required disclosure will not include any of Brycer's screen shots. The disclosing party shall provide prior written notice of any required disclosure of the nondisclosing party's Confidential Information to the nondisclosing party and shall disclose only the information that is required to be disclosed by law. In the event that Client requests from Brycer any reports or other information for purposes of complying with federal and state disclosure laws, Brycer shall provide such information within five business day following such request. Confidential Information excludes information: (a) that is or becomes generally available to the public through no fault of the receiving party; (b) that is rightfully received by the receiving party from a third party without limitation as to its use; or (c) that is independently developed by receiving party without use of any Confidential Information. At the termination of this Agreement, each party will return the other party all Confidential Information of the other party. Each party also agrees that it shall not duplicate, translate, modify, copy, printout, disassemble, decompile or otherwise tamper with any Confidential Information of the other party or any firmware, circuit board or software provided therewith.
7. **Brycer Warranty.** Brycer represents and warrants to Client that Brycer has all rights necessary in and to any patent, copyright, trademark, service mark or other intellectual property right used in, or associated with, the Solution, and that Brycer is duly authorized to enter into this Agreement and provide the Solution to Client pursuant to this Agreement.
8. **Disclaimer.** All information entered into Brycer's database is produced by third party inspectors and their agents. **THEREFORE, BRYCER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION ENTERED INTO BRYCER'S DATABASE BY EITHER CLIENT OR THIRD PARTY INSPECTORS. EXCEPT AS SET FORTH IN SECTION 7, BRYCER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTION OR ANY OTHER INFORMATION AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BRYCER'S SOLE LIABILITY FOR BREACH OF THE REPRESENTATION AND WARRANTY SET FORTH IN SECTION 7, AND CLIENT'S SOLE REMEDY, SHALL BE THAT BRYCER SHALL INDEMNIFY AND HOLD RECIPIENT HARMLESS FROM AND AGAINST ANY LOSS, SUIT, DAMAGE, CLAIM OR DEFENSE ARISING OUT OF BREACH OF THE REPRESENTATION AND WARRANTY.**
9. **LIMITATION ON DAMAGES.** BRYCER SHALL ONLY BE LIABLE TO CLIENT FOR DIRECT DAMAGES PURSUANT TO THE AGREEMENT. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7, IN NO EVENT SHALL BRYCER BE LIABLE FOR OR OBLIGATED IN ANY MANNER FOR SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF PROFITS OR SYSTEM DOWNTIME. CLIENT ACKNOWLEDGES AND AGREES THAT IN NO CASE SHALL BRYCER 'S LIABILITY FOR ANY LOSS OF DATA OR DATA INTEGRITY EXCEED THE REPLACEMENT COST OF THE MEDIA ON WHICH THE DATA WAS STORED.
10. **Risks Inherent to Internet.** Client acknowledges that: (a) the Internet is a worldwide network of computers, (b) communication on the Internet may not be secure, (c) the Internet is beyond the control of Brycer, and (d) Brycer does not own, operate or manage the Internet. Client also acknowledges that there are inherent risks associated with using the Solution, including but not limited to the risk of breach of security, the risk of exposure to computer viruses and the risk of interception, distortion, or loss of communications. Client assumes these risks knowingly and voluntarily releases Brycer from all liability from all

such risks. Not in limitation of the foregoing, Client hereby assumes the risk, and Brycer shall have no responsibility or liability of any kind hereunder, for: (1) errors in the Solution resulting from misuse, negligence, revision, modification, or improper use of all or any part of the Solution by any entity other than Brycer or its authorized representatives; (2) any version of the Solution other than the then-current unmodified version provided to Client; (3) Client's failure to timely or correctly install any updates to the Client Access Software; (4) problems caused by connecting or failure to connect to the Internet; (5) failure to provide and maintain the technical and connectivity configurations for the use and operation of the Solution that meet Brycer's recommended requirements; (6) nonconformities resulting from or problems to or caused by non-Brycer products or services; or (7) data or data input, output, accuracy, and suitability, which shall be deemed under Client's exclusive control.

11. **Indemnity.** Brycer (the "Indemnifying Party") will defend and indemnify Client against any damages, losses, liabilities, causes of action, costs or expenses arising from Brycer's breach of this Agreement, gross negligence or intentional misconduct. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees) arising from Client's breach of this Agreement, gross negligence or intentional misconduct. Client acknowledges that Brycer does not create any of the data and information included in the Solution and is not responsible for and does not assess or make any suggestions or recommendations with respect to any such data or information. Client will defend and indemnify Brycer against any damages, losses, liabilities, costs or expenses (including reasonable attorneys' fees), claims, demands, suits or proceedings made or brought against Brycer by a third party in connection with Client's or an Authorized User's use of the Solution, or any action or inaction taken by a third party, including, but not limited to, third party inspectors, in connection with such third party providing services for Client or otherwise at Client's or an Authorized User's request or direction.
12. **Breach.** Brycer shall have the right to terminate or suspend this Agreement, and all of Client's rights hereunder, immediately upon delivering written notice to Client detailing Client's breach of any provision of this Agreement. If Client cures such breach within 5 days of receiving written notice thereof, Brycer shall restore the Solution and Client shall pay any fees or costs incurred by Brycer in connection with the restoration of the Solution.
13. **Illegal Payments.** Client acknowledges and agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift or anything of value from any employee or agent of Brycer in connection with the Agreement.
14. **Beneficiaries.** There are no third party beneficiaries to the Agreement.
15. **Force Majeure.** Neither party shall be responsible for any failure to perform due to unforeseen, non-commercial circumstances beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, blackouts, accidents, or strikes. In the event of any such delay, any applicable period of time for action by said party may be deferred for a period of time equal to the time of such delay, except that a party's failure to make any payment when due hereunder shall not be so excused.
16. **Notices.** All notices required in the Agreement shall be effective: (a) if given personally, upon receipt; (b) if given by facsimile or electronic mail, when such notice is transmitted and confirmation of receipt obtained; (c) if mailed by certified mail, postage prepaid, to the last known address of each party, three business days after mailing; or (d) if delivered to a nationally recognized overnight courier service, one business day after delivery.
17. **JURISDICTION AND VENUE.** THE AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, AND ENFORCEABLE UNDER, THE LAWS OF THE STATE IN WHICH CLIENT EXISTS APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND THAT ARE TO BE WHOLLY PERFORMED IN SUCH STATE WITHOUT REFERENCE TO THE CHOICE-OF-LAW PRINCIPLES OF SUCH STATE. THE PARTIES IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THE AGREEMENT SHALL BE LITIGATED ONLY IN COURTS LOCATED WITHIN THE STATE IN WHICH CLIENT EXISTS. THE PARTIES HEREBY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN SAID STATE. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRANSFER OR CHANGE VENUE OF ANY SUCH ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT. THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY ON ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THE AGREEMENT, AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.
18. **Attorneys' Fees.** The prevailing party in any proceeding in connection with the Agreement shall be entitled to recover from the non-prevailing party all costs and expenses, including without limitation, reasonable attorneys' and paralegals' fees and costs incurred by such party in connection with any such proceeding.
19. **Entire Agreement.** The Agreement sets out the entire agreement between the parties relative to the subject matter hereof and supersedes all prior or contemporaneous agreements or representations, oral or written.
20. **Amendment.** The Agreement may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by authorized representatives of both parties. The waiver or failure by either party to exercise or enforce any right provided for in the Agreement shall not be deemed a waiver of any further right under the Agreement. Any provision of the Agreement held to be invalid under applicable law shall not render the Agreement invalid as a whole, and in such an event, such provision shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law. The Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
21. **Expiration.** The rights and obligations contained in these Terms and Conditions shall survive any expiration or termination of the Agreement.



**Exhibit B****Maintenance Schedule and Minimum Service Levels**1. **Uptime and Maintenance.**

The Solution shall be available 24 hours per day during the term of this Agreement. The Solution shall be fully functional, timely and accessible by Client at least 99.5% of the time or better and Brycer shall use reasonable efforts to provide Client with advance notice of any unscheduled downtime.

2. **Response Time.**

Brycer shall respond to telephone calls from Client within two hours of the call and/or message and all emails from Client within two hours of the receipt of the email.

3. **Customer Support**

Customer support hours are 24/7/365. The toll free number is 1-855-279-2371

Brycer will assign client a dedicated customer representative with direct access to their email and work number.

**File Attachments for Item:**

**3. Council Approval to Cancel the December 20th Work Session and Regular Council Meeting – Executive Offices**

**Background/History:**

The holiday season is upon us, and we want to give everyone the opportunity to enjoy with family.

The City Manager would like to recommend canceling the December 20, 2021, Council Work Session and Regular Council Meeting. Per city code *“The City Council shall hold regular public meetings at a stated time and place as provided by ordinance but not less often than twice a month.”* The City of Forest Park Council currently meets four (4) times a month.



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Cancel December 20<sup>th</sup> Work Session and Regular Council Meeting – Executive Offices

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

**Date Submitted:** December 01, 2021

**Work Session Date:** December 06, 2021

**Council Meeting Date:** December 06, 2021

### Background/History:

The holiday season is upon us, and we want to give everyone the opportunity to enjoy with family.

The City Manager would like to recommend canceling the December 20, 2021, Council Work Session and Regular Council Meeting. Per city code *“The City Council shall hold regular public meetings at a stated time and place as provided by ordinance but not less often than twice a month.”* The City of Forest Park Council currently meets four (4) times a month.

**Cost: \$ 0**

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

**Financial Impact:**

N/A

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

I move to approve canceling the December 20<sup>th</sup> Council Work Session and Regular Council Meeting for 2021.