



## CITY COUNCIL WORK SESSION

Monday, May 19, 2025, 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) 366.4720

**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 Delores A. Gunn  
The Honorable Latresa Akins-Wells  
The Honorable Allan Mears

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

## AGENDA

### VIRTUAL NOTICE

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

The Council Meetings will be live-streamed and available on the City's

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

**CALL TO ORDER/WELCOME:**

**ROLL CALL:**

**ADOPTION OF THE CONSENT AGENDA WITH ANY ADDITIONS / DELETIONS:**

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

**CONSENT AGENDA:**

- 1. Council Discussion and Approval of three Temporary Easements for Sidewalk Improvements on Linda Way, Forest Park, GA- Public Works Department**

**Background/History:**

In continuation with our sidewalk improvement projects, the City needs to secure three temporary construction easements for the right-of-way on Linda Way. These easements are necessary to facilitate construction activities, access, and other project-related requirements. These easements will enable the City to perform the required work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements. Staff is seeking the Council's approval to enter into an agreement

with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

**Project Details:**

GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079A C015    738 Linda Way    \$690

GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079B B004    782 Linda Way    \$975

GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079A C016    750 Linda Way    \$505

**TOTAL AMOUNT \$2,170**

Line item : 253-51-4221-54-1401

**NEW BUSINESS:**

2.    **Council Discussion and Approval to enter into an "Ambulance Rental Agreement and General Release" with the City of Hapeville, Georgia-** Executive Offices / Fire & EMS Department.

**Background/History:**

The City of Hapeville, Georgia is engaged in the business of providing public safety and emergency medical and rescue services to its citizens. Forest Park has agreed to allow Hapeville to use and operate certain ambulance vehicles and emergency services equipment; provided certain conditions as mentioned in the Agreement are met. Additionally, the Agreement states that Hapeville shall release Forest Park for claims related to the Agreement. This Agreement was drafted and approved by the City Attorney.

3.    **Council Discussion on a Server Refresh Project – IT Department**

**Background/History:**

The City's core servers are approaching the end of life and are ready to be upgraded. This includes the servers located in the PD data center, which serves our public safety resources, and our Public Works data center, which serves all non-public safety resources. We had initially included this refresh in our budget proposal for the upcoming fiscal year. Still, if we proceed with the project this fiscal year, we can avoid software and support renewal of the current servers for \$120,000. So, while this is a project we did not anticipate completing this fiscal year, it would be financially advantageous to complete it before the new fiscal year. The total quoted cost of this project is \$255,149.12. By completing this project now, we can offset the cost by almost half by avoiding the software and supporting the renewal of the current servers.

4.    **Council Discussion and Approval of the purchase of a Record Management Software System - Procurement/Fire & EMS Department**

**Background/History:**

Fire & EMS is requesting a records management software system that will allow Fire & EMS to accurately maintain and track equipment inventory, and other multifaceted responsibilities, including fire/medical incident reporting and data analysis. Additionally, the software will interface with 911 Dispatch through the existing Central Square software system. There are annual fees associated with the interfacing systems and will consist of annual renewals for three years.

Fire & EMS is requesting to piggyback from the cooperative agreement with Hillsborough County, Florida and EPR Systems. The total cost over a three (3) year period is \$106,746; as follows:

Startup and Year 1 costs are as follows: \$24,030 EPR Systems and \$17,656 Central Square – total \$41,686.

Each Annual Recurring Costs are as follows: \$20,530 EPR Systems and \$12,000 for Central Square – annual total \$32,530

Fund 100: General Operating

**5. Council Discussion and Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program– Recreation and Leisure Services Department**

**Background/History:**

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

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

**ADJOURNMENT:**

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

**File Attachments for Item:**

**1. Council Discussion and Approval of three Temporary Easements for Sidewalk Improvements on Linda Way, Forest Park, GA- Public Works Department**

**Background/History:**

In continuation with our sidewalk improvement projects, the City needs to secure 3 temporary construction easements for the right-of-way on Linda Way. These easements are necessary to facilitate construction activities, access, and other project-related requirements. These easements will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements.

Staff is seeking the Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

**Project Details:**

GA DOT P.I. Number: 23008711A	Tax Parcel ID #: 13079A C015	738 Linda Way	\$690
GA DOT P.I. Number: 23008711A	Tax Parcel ID #: 13079B B004	782 Linda Way	\$975
GA DOT P.I. Number: 23008711A	Tax Parcel ID #: 13079A C016	750 Linda Way	\$505

**TOTAL AMOUNT \$2,170**

Line item : 253-51-4221-54-1401



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval of 3 Temporary Easements for Sidewalk Improvements on Linda Way, Forest Park, GA

**Submitted By:** Nigel Wattley

**Date Submitted:** 5-12-2025

**Work Session Date:** 5-19-2025

**Council Meeting Date:** 5-19-2025

### Background/History:

In continuation with our sidewalk improvement projects, the City needs to secure 3 temporary construction easements for the right-of-way on Linda Way. These easements are necessary to facilitate construction activities, access, and other project-related requirements. These easements will enable the City to perform the necessary work without permanently acquiring the land, thereby reducing costs while achieving the desired improvements. Staff is seeking the Council's approval to enter into an agreement with the resident, as specified in the attached documents, for the temporary easement on the designated parcels of land needed for this project.

### **Project Details:**

- GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079A C015    738 Linda Way    \$690
- GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079B B004    782 Linda Way    \$975
- GA DOT P.I. Number: 23008711A    Tax Parcel ID #: 13079A C016    750 Linda Way    \$505
- **TOTAL AMOUNT \$2,170**

Line item : 253-51-4221-54-1401

### **Attachments:**

Detailed maps and descriptions of the proposed easement areas and agreements to purchase the temporary rights-of-way

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

Consideration and Approval to enter into agreements

**Cost:** \$ 2,170

**Budgeted for:**    ☒    **Yes**                      ☐    **No**

**Financial Impact:**

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**OPTION TO PURCHASE RIGHT OF WAY**GA DOT P.I. Number: 23008711A

Tax Parcel ID #: 13079B B004

Property Location: 782 Linda Way, Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$975.00, the undersigned agrees to execute and deliver to the City of Forest Park easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

\_\_\_\_\_ Square Feet or Acres of Right of Way

\_\_\_\_\_ Linear Feet of Limited Access

35 Square Feet of Construction and Maintenance Easement

206 Square Feet of Construction Easement

- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

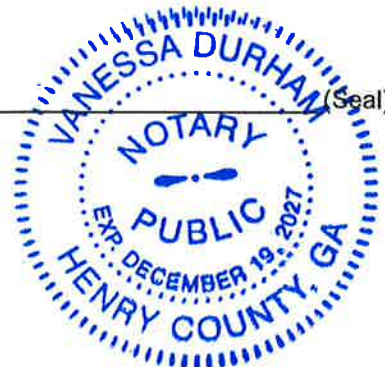
Witness my hand and seal this 31 day of January, 2025.

Signed, Sealed and Delivered  
in the presence of:

Vanessa Durham  
Notary Public

Camden Mazzone (Seal)

\_\_\_\_\_  
(Seal)



## OPTION TO PURCHASE RIGHT OF WAY

Item #1.

GA DOT P.I. Number: 23008711A

Tax Parcel ID #: 13079B B004

Property Location: 782 Linda Way, Forest Park, GA 30297

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022

LEGEND

- LL LAND LOT
- OTB OPEN TOP PIPE
- RTB REBAR
- CTP CRIMP TOP PIPE
- E- OVERHEAD POWER LINE
- sq ft SQUARE FOOT
- POB POINT OF BEGINNING
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

AREA

- TEMPORARY CONSTRUCTION EASEMENT  
AREA 1 = 17 SQ. FT.
- TEMPORARY CONSTRUCTION EASEMENT  
AREA 2 = 189 SQ. FT.
- PERMANENT EASEMENT  
AREA = 35 SQ. FT.

Parcel Line Table

Line #	Direction	Length
L1	S33° 43' 46" W	2.05
L2	N33° 39' 02" W	2.32
L3	N89° 20' 00" W	4.49

GRAPHIC SCALE



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SHEET NUMBER:

DATE:

SCALE:

DRAWN BY:

REVIEWED BY:

1 OF 1

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OR DIAL 811



COA# LSF 000995



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

B & C LEGACY LLC  
782 LINDA WAY  
TAX ID: 13079B B004

LOCATED IN:  
LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA

ENGINEERING

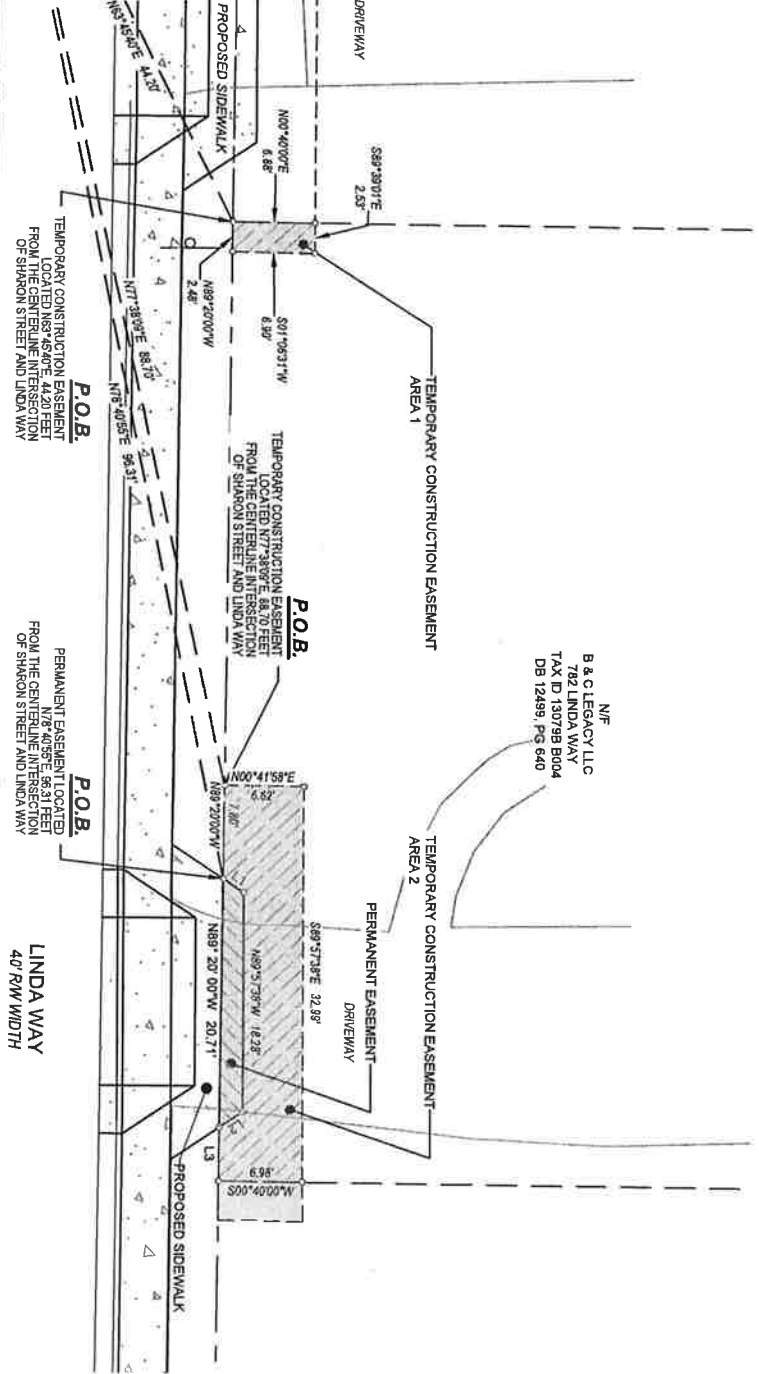
LAND PLANNING

LAND MANAGEMENT

LANDSCAPE ARCHITECT

FALCON DESIGN CONSULTANTS, LLC  
1000 Peachtree Street, NE  
Atlanta, GA 30309  
www.falcon-design.com

REGISTERED PROFESSIONAL ENGINEER  
KELLY M. BROWN  
No. 2890  
State of Georgia



N/F  
B & C LEGACY LLC  
782 LINDA WAY  
TAX ID 13079B B004  
DB 12499, PG 640



# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 738 Linda Way

Tax Parcel ID #: 13079A C015

Property Location: 738 Linda Way Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 79 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$690.00, the undersigned agrees to execute and deliver to the City of Forest Park fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.
 

N/A Square Feet or Acres of Right of Way  
N/A Linear Feet of Limited Access  
80 Square Feet of Construction and Maintenance Easement  
390 Square Feet of Construction Easement
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 21<sup>st</sup> day of January, 2025.

Signed, Sealed and Delivered  
in the presence of:

Bart A. Wood  
Notary Public



Pastor I.E. Apostoles y Profetas (Seal)

\_\_\_\_ (Seal)

## OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 738 Linda Way

Tax Parcel ID #: 13079A C015

Property Location: 738 Linda Way Forest Park, GA 30297

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022

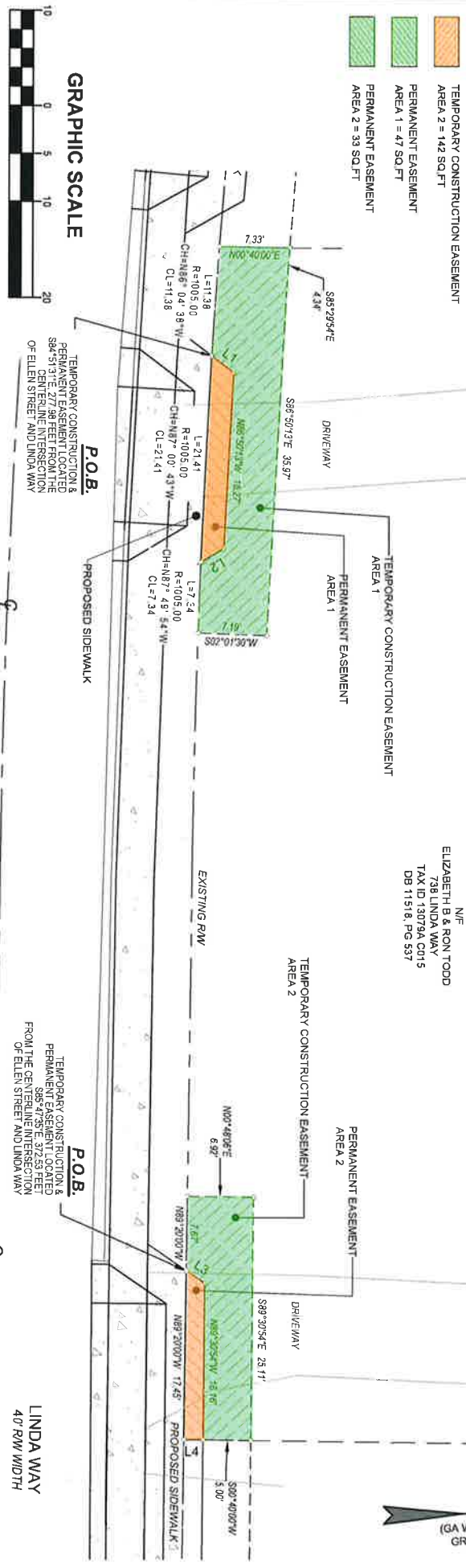
LEGEND

- LL LAND LOT
- OTF OPEN TOP PIPE
- RB REBAR
- CTP CURB TOP PIPE
- SE OVERHEAD POWER LINE
- SBH SQUARE FOOT
- POB POINT OF BEGINNING
- RCP REINFORCED CONCRETE PIPE
- R/W RIGHT-OF-WAY

AREA

- TEMPORARY CONSTRUCTION EASEMENT
- AREA 1 = 248 SQ. FT.
- TEMPORARY CONSTRUCTION EASEMENT
- AREA 2 = 142 SQ. FT.
- PERMANENT EASEMENT
- AREA 1 = 47 SQ. FT.
- PERMANENT EASEMENT
- AREA 2 = 33 SQ. FT.

Parcel Line Table		
Line #	Length	Direction
L1	2.86	S36° 54' 34.05"W
L2	2.79	N30° 48' 37.28"W
L3	2.34	S34° 10' 30.34"W
L4	2.00	S0° 40' 00.00"W



GRAPHIC SCALE

(IN FEET)  
1 inch = 10 ft.

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SHEET NUMBER:	DATE:
1 OF 1	10-24-2022
DRAWN BY:	SCALE:
K. BROWN	1" = 10'
REVIEWED BY:	DATE:
K. BROWN	10-24-2022

REVISIONS		
NO.	DESCRIPTION	DATE
1.	ADDED PERMANENT EASEMENT	3-7-23
2.		
3.		
4.		
5.		

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OR DIAL 811



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
ELIZABETH & RON TODD  
738 LINDA WAY  
TAX ID: 13079A C015  
LOCATED IN:  
LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA

CONSTRUCTION MANAGEMENT  
FALCON DESIGN CONSULTANTS, LLC  
1000 W. 10TH STREET, SUITE 200  
CLAYTON COUNTY, GA 30116  
PH: 770.244.1111  
WWW.FALCONDESIGNCONSULTANTS.COM

LAND SURVEYING  
LAND PLANNING  
LAND MARKETING

N/E  
ELIZABETH B & RON TODD  
738 LINDA WAY  
TAX ID 13079A C015  
DB 11518, PG 537

(GA WEST ZONE)  
GRID NORTH



# OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 750 Linda Way

Tax Parcel ID #: 13079A C016

Property Location: 750 Linda Way Forest Park, GA 30297

GEORGIA, Clayton COUNTY

For and in consideration of the sum of One Dollar (\$1.00), receipt whereof being acknowledged, the undersigned grants to the City of Forest Park an option to acquire the following described real estate:

Right of Way and/or Easement rights through that tract or parcel of land located in Land Lot 17 of the 13th District, \_\_\_\_\_ Section or GMD \_\_\_\_\_ of Clayton County, Georgia, and being more particularly described on Exhibit "A" attached hereto and made a part hereof by reference.

For the sum of \$505.00, the undersigned agrees to execute and deliver to the City of Forest Park fee simple title and easements to the lands owned by the undersigned as reflected on the attached Exhibit "A".

\* \* \* \* \*

The following conditions are imposed upon the grant of this option:

- 1) This option shall extend for 90 days from this date.
- 2) The consideration recited is full payment for the rights conveyed.

N/A Square Feet or Acres of Right of Way

N/A Linear Feet of Limited Access

79 Square Feet of Construction and Maintenance Easement

305 Square Feet of Construction Easement

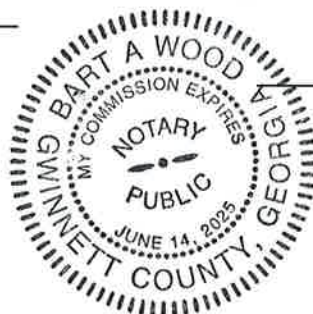
- 3) All Temporary Easements will terminate upon completion and acceptance of the same by the Department of Transportation.
- 4) The undersigned shall obtain all quit claim deeds or releases from any tenant now in possession and any other parties having a claim or interest in the property described above.
- 5) Special Provisions, if any, are listed on Exhibit "B", which is attached hereto and incorporated herein by reference.

Witness my hand and seal this 21st day of January, 2025.

Signed, Sealed and Delivered  
in the presence of:

Bart A. Wood  
Notary Public

Pastor I.E. Apostoles y profetas (Seal)



(Seal)

## OPTION TO PURCHASE RIGHT OF WAY

GA DOT P.I. Number: 23008711A Parcel #: 750 Linda Way

Tax Parcel ID #: 13079A C016

Property Location: 750 Linda Way Forest Park, GA 30297

ACCEPTED BY:

\_\_\_\_\_  
LOCAL SPONSOR

\_\_\_\_\_  
(Date)

DOT 663-A-LG  
Rev 08-2022

(GA WEST ZONE)  
GRID NORTH



## GRAPHIC SCALE

LINDA WAY  
40' RW WIDTH

**SHEET NUMBER:**

## REVISIONS

ADDED PERMANENT EASEMENT	3-8-23
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OR DIAL 811



03/08/23  
COA# LSF 000995

TEMPORARY CONSTRUCTION EASEMENT EXHIBIT  
ELIZABETH & RON TODD  
750 LINDA WAY  
TAX ID: 13079A C016  
LOCATED IN:  
LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA

LAND LOTS 79, 13TH LAND DISTRICT  
CLAYTON COUNTY, GEORGIA

CIVIL  
 EXPEDIENT  
 PLANNING  
 LANSING  
 ARCHITECT



CONSTRUCTION  
 MANAGEMENT

46 PENN AVENUE, 27F  
 CLEVELAND, OH 44115  
 TEL 7 7 6 4 0 9 2 3 0

CHAIRMAN OF THE  
 BOARD  
 46 PENN AVENUE, 27F  
 CLEVELAND, OH 44115  
 TEL 7 7 6 4 0 9 2 3 0

CHAIRMAN OF THE  
 BOARD  
 46 PENN AVENUE, 27F  
 CLEVELAND, OH 44115  
 TEL 7 7 6 4 0 9 2 3 0

**File Attachments for Item:**

**2. Council Discussion and Approval to enter into an "Ambulance Rental Agreement and General Release" with the City of Hapeville, Georgia-** Executive Offices / Fire & EMS Department.

**Background/History:**

The City of Hapeville, Georgia is engaged in the business of providing public safety and emergency medical and rescue services to its citizens. Forest Park has agreed to allow Hapeville to use and operate certain ambulance vehicles and emergency services equipment; provided certain conditions as mentioned in the Agreement are met. Additionally, the Agreement states that Hapeville shall release Forest Park for claims related to the Agreement. This Agreement was drafted and approved by the City Attorney.

**AGREEMENT FOR AMBULANCE AND EMERGENCY SERVICES EQUIPMENT AND  
RELEASE OF LIABILITY FOR THE CITY OF FOREST PARK, GEORGIA**

This Agreement for Ambulance and Emergency Services Equipment and Release of Liability for the City of Forest Park, Georgia ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 ("**Effective Date**"), by and between the City of Hapeville, Georgia ("**Hapeville**") and the City of Forest Park, Georgia ("**Forest Park**"). Hapeville and Forest Park may be referred to herein each as a "Party" or, collectively, as the "Parties."

**WITNESSETH:**

**WHEREAS**, Hapeville is engaged in the business of providing public safety and emergency medical and rescue services to its citizens; and

**WHEREAS**, Forest Park has agreed to allow Hapeville to use and operate certain ambulance vehicles ("**Ambulance**") and emergency services equipment ("**Equipment**") contained herein to provide emergency services and medical transport to citizens in areas serviced by Hapeville; and

**NOW, THEREFORE**, the Parties agree as follows:

- (1) **USE.** The parties agree that Hapeville shall take temporary possession of the Ambulance and Equipment owned by Forest Park. In order for Hapeville to take temporary possession of the Ambulance, Hapeville shall fill out the Ambulance Rental Form, more particularly described in **Exhibit A** attached hereto and incorporated herein.
- (2) **RESPONSIBILITIES OF HAPEVILLE.** Hapeville agrees to perform as follows under the Agreement or a breach will have occurred:
  - a. Hapeville shall only allow the Ambulance and Equipment to be operated by active employees of Hapeville who have a valid driver's license.
  - b. Hapeville shall ensure all Hapeville employees who operate the Ambulance and Equipment are certified by the laws of Hapeville and the State of Georgia, are appropriately trained, and are legally able to operate the Ambulance and Equipment.
  - c. Hapeville shall retain temporary legal ownership of the Ambulance and Equipment while it is in the temporary possession and control of Hapeville.
  - d. Hapeville shall perform required safety inspections and maintenance on the Ambulance.
  - e. Hapeville shall utilize the Ambulance and Equipment in accordance with industry standards while in Hapeville's possession.

- (3) **TERM.** This Agreement shall commence on the Effective Date and, unless terminated

earlier pursuant to terms of this Agreement stated herein, shall terminate with no further responsibility on Forest Park, on December 31, 2025 ("**Initial Term**"). This Agreement shall automatically renew, with the same terms and conditions, for two (2) subsequent annual terms ("**Renewal Term**" or "**Renewal Terms**"), unless terminated earlier pursuant to the terms of this Agreement stated herein or if either Party sends a notice of non-renewal within ninety (90) calendar days prior to any Renewal Term.

- (4) **TERMINATION.** Either Party may at any time by written notice terminate all or any part of this Agreement for either Party's convenience. Hapeville must return the Ambulance and Equipment within five (5) business days after notice of termination has been submitted.
- (5) **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Forest Park and Hapeville. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency, or similar arrangement between Forest Park and Hapeville. It is expressly agreed the Parties are not as employees under this Agreement.
- (6) **INDEMNIFICATION.** To the fullest extent permitted by law, Hapeville shall hold harmless Forest Park, its affiliates, and their respective directors, officers, officials, employees, operators and agents, ("Forest Park Indemnitees") from and against any and all claims, demands, ~~damages, fines, penalties, expenses, complaints or actions~~ ("claims") as a result of Hapeville or its employees, agents, officials, ~~agents, representatives, or third parties~~ (including employees of the parties or government agencies) arising from or relating to the temporary possession and use of the ambulance and emergency services equipment loaned to Hapeville pursuant to this Agreement (including but not limited to claims for personal injury, death, property damage or damage to the environment), to the extent caused or arising out of the willful misconduct, ~~negligence, breach of this agreement, or violation of law of or by the City of Hapeville.~~ The claims covered hereunder include all settlements, losses, liabilities, judgments, court costs, reasonable attorney's fees, fines, penalties and other litigation costs and expenses arising from or related to such claims. Hapeville agrees that any bond or insurance protection required by this Agreement, or otherwise provided by Hapeville, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Forest Park Indemnitees as provided herein. These obligations shall survive termination.
- (7) **LIMITATION OF LIABILITY; WAIVER OF CONSEQUENTIAL DAMAGES.** In no event shall Forest Park have any liability to Hapeville for any lost profits, loss of use, costs of procurement of substitute equipment or services, or delays, or for any indirect, special, incidental, exemplary, consequential, or punitive damages or penalties, however caused, and whether in contract, tort, or under any other theory or combined theories of liability arising out of or related to this Agreement.
- (8) **ACCEPTANCE OF AMBULANCE AND EQUIPMENT IN CURRENT CONDITION.** Hapeville hereby acknowledges the temporary borrowing of Ambulance and Equipment from Forest Park for emergency service use agrees to accept the Ambulance and all Equipment in its current condition, "AS IS" and "WITH ALL FAULTS," without any warranties or guarantees, either expressed or implied, from the Forest Park. Hapeville assumes full responsibility for the use of the Ambulance and Equipment during the loan period and releases Forest Park from any liability related to the condition or operation of the Ambulance and/or Equipment

- (9) **ATTORNEYS' FEES.** Both parties agree to pay their own reasonable attorneys' fees should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.
- (10) **ASSIGNMENT AND SUBCONTRACTING.** Hapeville shall not assign this Agreement or any portion of this Agreement.
- (11) **RISK MANAGEMENT REQUIREMENTS.**
- a. Forest Park shall retain insurance coverage on the Ambulance as required by state law.
  - b. Hapeville shall abide by Forest Park's applicable Risk Management Requirements, attached to this Agreement as **Exhibit B**, and incorporated herein by reference.
- (12) **STANDARD OF PERFORMANCE AND COMPLIANCE WITH LAWS.** Hapeville warrants and represents that it possesses the special skill and professional competence, expertise, and experience to undertake the obligations imposed by this Agreement regarding the Ambulance and Equipment. Both Parties warrant and represent it will, always, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provisions of this Agreement.
- (13) **NOTICES.** All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

**If to Forest Park:**

City of Forest Park, Georgia  
 Attn: City Manager  
 745 Forest Pkwy  
 College Park, Georgia 30337  
[rclark@forestparkga.gov](mailto:rclark@forestparkga.gov)

**With a copy to:**

Denmark Ashby  
 Attn: City Attorney  
 100 Hartsfield Centre Pkwy, Ste. 400  
 Atlanta, Georgia 30354  
[ewhigham@denmarkashby.com](mailto:ewhigham@denmarkashby.com)

**If to Hapeville:**

City of Hapeville, Georgia  
 Attn: City Manager  
 3468 North Fulton  
 Avenue Hapeville,  
 Georgia 30354  
[tyoung@hapeville.org](mailto:tyoung@hapeville.org)

- (14) **GOVERNING LAW AND CONSENT TO JURISDICTION.** This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Fulton County, Georgia.
- (15) **AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- (16) **NON-WAIVER.** The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.
- (17) **SEVERABILITY.** If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.
- (18) **INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- (19) **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- (20) **ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces all prior discussions, representations, and understandings, whether oral or written.
- (21) **CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]



**IN WITNESS WHEREOF**, Hapeville and Forest Park have set their hands and seals to this Agreement on the Effective Date first written above.

**CITY OF FOREST PARK, GEORGIA:**

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

Name: ANGELYNE BUTLER

Title: MAYOR

**ATTEST:**

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

**CITY OF HAPEVILLE, GEORGIA:**

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

Name: ALAN HALLMAN

Title: MAYOR

**ATTEST:**

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

**EXHIBIT A**  
**AMBULANCE RENTAL FORM**

This Ambulance Rental Form No. \_\_\_\_\_ is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (“Ambulance Rental Form Effective Date”) by and between the City of Forest Park, Georgia (“Forest Park”) and the City of Hapeville, Georgia (“Hapeville”) pursuant to the Agreement for Ambulance and Emergency Services Equipment and Release of Liability for the City of Forest Park, Georgia between Forest Park and Hapeville.

Ambulance No.	
Commencement Date of Rental	
Expiration Date of Rental	

**City of Forest Park, Georgia,  
Fire and Emergency Services Department:**

**City of Hapeville, Georgia,  
Fire and Emergency Services Department:**

By: \_\_\_\_\_  
Latosha Clemons, *Chief*

By: \_\_\_\_\_  
Nicholas Condrey, *Chief*

## **EXHIBIT B**

### **RISK MANAGEMENT REQUIREMENTS**

Hapeville will provide minimum insurance coverage and limits as per the following: Hapeville will file with Forest Park Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) days' notice to Forest Park if coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Forest Park Management, admitted doing business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

#### **CONTRACTS FOR UP TO \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

**Automobile Liability** – Automobile liability coverage for owned, hired, and non-owned vehicles in the amount of \$500,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

#### **CONTRACTS FOR MORE THAN \$50,000**

**Worker's Compensation** – Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

**Automobile Liability** - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

**Commercial General Liability** – Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion Collapse and Underground ("xcu") perils, the "City of Forest Park, Georgia" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

**RISK MANAGEMENT REQUIREMENTS (Cont'd)**

**CONTRACTS FOR UP TO \$50,000**

**CONTRACTS FOR MORE THAN  
\$50,000**

**LIMITS OF LIABILITY:**

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

*\*These are automatic minimums*

**Owner's Protective Liability** – Forest Park's Management may, in its discretion, require Owner's Protective Liability in some situations.

**Umbrella and/or Excess Liability** – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of Forest Park may elect to require higher limits.

**Owner's Protective Liability** – Forest Park's Management may, in its discretion, require Owner's Protective Liability in some situations.

## **File Attachments for Item:**

### **3. Council Discussion on a Server Refresh Project – IT Department**

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

The City's core servers are approaching end of life and are ready to be upgraded. This includes the servers located in the PD data center which serves our public safety resources as well as our Public Works data center that serves all non-public safety resources. We had originally included this refresh in our budget proposal for the upcoming fiscal year, but if we proceed with the project in this current fiscal year, we can avoid a software and support renewal of the current servers in the amount of \$120,000. So, while this is a project we did not anticipate completing this fiscal year, it would be financially advantageous to complete it before the new fiscal year. The total quoted cost of this project is \$255,149.12 By completing this project now, we can offset the cost by almost half by avoiding the software and support renewal of the current servers.

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Server Refresh Project – IT Department

**Submitted By:** Josh Cox, IT Director

**Date Submitted:** May 13<sup>th</sup>, 2025

**Work Session Date:** May 19<sup>th</sup>, 2025

**Council Meeting Date:** May 19<sup>th</sup> 2025

### Background/History:

The City's core servers are approaching end of life and are ready to be upgraded. This includes the servers located in the PD data center which serves our public safety resources as well as our Public Works data center that serves all non-public safety resources. We had originally included this refresh in our budget proposal for the upcoming fiscal year, but if we proceed with the project in this current fiscal year, we can avoid a software and support renewal of the current servers in the amount of \$120,000. So, while this is a project we did not anticipate completing this fiscal year, it would be financially advantageous to complete it before the new fiscal year. The total quoted cost of this project is \$255,149.12 By completing this project now, we can offset the cost by almost half by avoiding the software and support renewal of the current servers.

**Cost:** \$ \$255,149.12

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

None

**We are requesting funding for this project in the current fiscal year.**

**InterDev LLC**

900 Holcomb Woods Pkwy Suite 100  
Roswell, Georgia 30076  
(770) 643-4400  
www.interdev.com

Item #3.



**We have prepared a quote for you**

**City of Forest Park - Server and Storage Refresh**

QUOTE # 008142 V1

PREPARED FOR

**City of Forest Park, GA**

PREPARED BY

**Jason Brookins**

## Executive Summary

InterDev Fixed Fee Project For Server and Storage Deployment

### Software

Description	Price	Qty	Ext. Price
<b>PowerEdge R660 Tailor Made with HBAs</b> PowerEdge R660 Tailor Made with HBAs	\$16,250.00	6	\$97,500.00
<b>Dell PowerVault ME5024</b> Dell PowerVault ME5024	\$48,750.00	2	\$97,500.00
<b>APC Smart-UPS 2200VA LCD RM 2U - UPS (rack-mountable) - AC</b> APC Smart-UPS 2200VA LCD RM 2U - UPS (rack-mountable) - AC 120 V - 1980 Watt - 2200 VA - Ethernet 10/100, USB - output c	\$2,875.00	6	\$17,250.00
<b>Dell HBA355e Adapter, Low Profile/FULL Height</b> Dell HBA355e Adapter Low Profile/Full Height, ck	\$1,219.00	6	\$7,314.00
Subtotal:			<b>\$219,564.00</b>

### Services

Description	Price	Qty	Ext. Price
<b>Fixed Fee Project</b> InterDev Fixed Fee Project For Server and Storage Deployment	\$35,000.00	1	\$35,000.00
Subtotal:			<b>\$35,000.00</b>



## Project Terms

### Payment Schedule:

- **Initial Payment (50%):** An initial payment representing **50% of the total fixed fee**, is due upon execution of this agreement and within 30 days of invoice receipt (NET 30).
- **Final Payment (50%):** The remaining **50% of the total fixed fee**, is due upon the completion of all services described in the Statement of Work (SOW) and delivery of the final deliverables, subject to the Client's acceptance. This invoice is due within 30 days of invoice receipt (NET 30).

**Fixed Fee:** The services to be provided under this agreement are included within the **fixed fee** rate provided.

**Intellectual Property:** Any documents, or other materials produced as a result of this work will be the sole property of the Client. InterDev retains the right to use general knowledge, skills, and experience gained in performing the work.

**Scope Changed or Amendments:** If the scope of work is modified, or additional services are requested by the Client, the parties must agree in writing to a scope change. Any such changes must be formalized through a written amendment to this agreement, with corresponding adjustments to the fixed fee, as mutually agreed upon.

**Non-Solicitation of Employees:** During the term of this Agreement and for a period of two (2) years after its termination or expiration, neither party shall directly or indirectly solicit, recruit, or hire any employees, contractors, or agents of the other party involved in the performance of this Agreement. For the purposes of this clause, "solicitation" includes but is not limited to:

- Initiating contact with employees of the other party for the purpose of offering employment or engagement
- Inducing or attempting to induce employees of the other party to terminate their employment or engagement.
- Assisting others in soliciting, recruiting, or hiring employees of the other party.

In the event of a breach of this non-solicitation clause, the non-breaching party shall be entitled to 50% of the solicited employee's annual salary.

## City of Forest Park - Server and Storage Refresh



**Prepared by:**

**InterDev LLC**

Jason Brookins  
770-643-4400  
jbrookins@interdev.com

**Prepared for:**

**City of Forest Park, GA**

745 Forest Parkway  
Forest Park, GA 30298  
Joshua Cox  
(470) 538-2218  
JCox@forestparkga.gov

**Quote Information:**

**Quote #: 008142**

Version: 1  
Delivery Date: 05/12/2025  
Expiration Date: 06/11/2025

### Quote Summary

Description	Amount
Software	\$219,564.00
Services	\$35,000.00
Subtotal:	<b>\$254,564.00</b>
Estimated Tax:	<b>\$585.12</b>
Total:	<b>\$255,149.12</b>

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

**InterDev LLC**

**City of Forest Park, GA**

Signature: \_\_\_\_\_

Name: Jason Brookins

Title: COO

Date: 05/12/2025

Signature: \_\_\_\_\_

Name: Joshua Cox

Date: \_\_\_\_\_

**File Attachments for Item:**

**4. Council Discussion and Approval of the purchase of a Record Management Software System -  
Procurement/Fire & EMS Department**

**Background/History:**

Fire & EMS is requesting a records management software system that will allow Fire & EMS to accurately maintain and track equipment inventory, and other multifaceted responsibilities, including fire/medical incident reporting and data analysis. Additionally, the software will interface with 911 Dispatch through the existing Central Square software system. There are annual fees associated with the interfacing systems and will consist of annual renewals for three years.

Fire & EMS is requesting to piggyback from the cooperative agreement with Hillsborough County, Florida and EPR Systems. The total cost over a three (3) year period is \$106,746; as follows:

Startup and Year 1 costs are as follows: \$24,030 EPR Systems and \$17,656 Central Square – total \$41,686.

Each Annual Recurring Costs are as follows: \$20,530 EPR Systems and \$12,000 for Central Square – annual total \$32,530

Fund 100: General Operating

CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Title of Agenda Item:** Council Discussion and Approval of the purchase of a Record Management Software System - Procurement/Fire & EMS Department

**Submitted By:** Fire & EMS

**Date Submitted:** 03-03-2025

**Work Session Date:** 05-19-2025

**Council Meeting Date:** 05-19-2025

### Background/History:

Fire & EMS is requesting a records management software system that will allow Fire & EMS to accurately maintain and track equipment inventory, and other multifaceted responsibilities, including fire/medical incident reporting and data analysis. Additionally, the software will interface with 911 Dispatch through the existing Central Square software system. There are annual fees associated with the interfacing systems and will consist of annual renewals for three years.

Fire & EMS is requesting to piggyback from the cooperative agreement with Hillsborough County, Florida and EPR Systems. The total cost over a three (3) year period is \$106,746; as follows:

Startup and Year 1 costs are as follows: \$24,030 EPR Systems and \$17,656 Central Square – total \$41,686.

Each Annual Recurring Costs are as follows: \$20,530 EPR Systems and \$12,000 for Central Square – annual total \$32,530

Fund 100: General Operating

### Action Requested from Council: Approval of the purchase of a Record Management Software System

**Cost**      \$106,746

**Budgeted for:** ☒ Yes    ☐ No

**Financial Impact:**

# MASTER SUBSCRIPTION AND LICENSE AGR

THIS AGREEMENT is hereby made and entered into this 25<sup>th</sup> day of April 2025 ("Effective Date"), by and between Forest Park Fire and Emergency Services (hereinafter referred to as "CUSTOMER") and EPR Systems USA, Inc., a Florida corporation, (hereinafter referred to as "EPR" or "Vendor").

WHEREAS EPR is engaged in the business of designing and developing computer software systems and related products and has created and developed a software package called EPR FireWorks that is capable of supplying emergency agencies with an innovative, comprehensive, and integrated records management solution; and

WHEREAS CUSTOMER is engaged in providing emergency and rescue services and desires to utilize such Software to support the management of its Fire & EMS operations; and

WHEREAS EPR and CUSTOMER believe it is in their mutual interest and desire to enter into an agreement whereby CUSTOMER would use EPR's Software pursuant to the terms and conditions hereinafter provided.

The above recitals are hereby incorporated and made a part of this Agreement as if fully recited hereby.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the sufficiency of which is hereby mutually acknowledged, the parties hereto hereby agree as follows:

1. **Purchase.**

- 1.1 CUSTOMER shall purchase, and EPR shall sell the goods and/or services described by Exhibit A, attached hereto, and made a part hereof.

2. **Terms: Compensation.**

- 2.1 This Agreement shall be subject to the terms and conditions contained herein and as provided by Exhibit A and Exhibit B, attached hereto and made a part hereof. The total cost paid by CUSTOMER for the initial term of this Agreement shall be \$ 24030.00 which includes subscription services, plus additional one-time implementation fees for data conversion and training.

- 2.2 **Uplift on Renewal:** Fees for Software, which recur annually, shall increase by t h r e e percent (3%) each year that this Agreement is in effect.

3. **Definitions.**

- 3.1 In this Agreement, unless the context otherwise requires:
- a) "Acceptance" means the acceptance of the Deliverables in accordance with the Section entitled Inspection of the Deliverables of this Agreement.
  - b) "Confidential Information" means those confidential, scientific, technical, financial, business and other information, manufacturing, marketing, sales and

distribution data, scientific and test data, documents, methods, techniques, formulations, operations, know-how, experience, skills, trade secrets, computer programs and systems, processes, practices, ideas, inventions, designs, samples, plans and drawings recognized as exempt or immune from disclosure pursuant to applicable federal or State law;

- c) "Contract Price" means the amounts referred to or expressed in this Agreement, and specifically in the payment schedule attached as Exhibit "A" to this Agreement, to be payable by CUSTOMER to EPR for the Deliverables.
- d) "EPR FireWorks" means computer software, converted data, system interfaces, databases and documentation that are to be supplied by EPR and implemented by CUSTOMER, including the Deliverables to be provided by EPR to CUSTOMER all as contemplated hereunder, as the same may be upgraded, enhanced, or otherwise modified or adapted from time to time.
- e) "Deliverables" means the whole of the services including, without limitation, system set-up, data conversion, training, maintenance, and software programs required to be done, furnished, or performed by EPR in accordance with the terms of this Agreement.
- f) "SaaS" means software-as-a-service that EPR hosts (directly or indirectly) for Customer's use on a periodic subscription basis.
- g) "Improvements" means any improvements, updates, variations, modifications, alterations, additions, error corrections, enhancements, functional changes or other changes to the licensed computer programs and documentation, including, without limitation:
  - (i) improvements and upgrades to improve software efficiency and maintainability.
  - (ii) improvements and upgrades to improve operational integrity and efficiency.
  - (iii) functional improvements or changes which support legislation, regulatory or other lawful requirements.
  - (iv) changes or modifications to correct errors; and
  - (v) additional licensed computer programs to otherwise update the licensed computer programs.
- h) "Live Production" means use of EPR Fireworks system in the regular business operation of CUSTOMER, which shall be twenty-four (24) hours per day, seven (7) days per week.

"Maintenance Access Period", unless otherwise specified in the Agreement, means an uninterrupted time period of hours each day beginning Sunday from 2:00 AM - 2 PM, and weekdays Monday to Friday, between 8:00 a.m. and 5:00 p.m. EST, during which EPR shall have personnel available to receive/respond to email and/or telephone support for maintenance services including remote connect. All requests for support generate a ticket that is trackable by the customer, and metrics are available upon request.

i) 24/7 support is available for Severity Level 1 as defined below.

Severity Level 1	Mission-critical customer business process(s) unable to function - The System is not functioning, and no workaround is acceptable to the Customer, thereby preventing a department or workgroup from performing a mission-critical business function(s).
Severity Level 2	Significant impact to Mission critical Customer business process(s) – A major problem impedes the ability to perform mission critical business function(s) due to major functionality not working. A temporary work-around that is acceptable to the customer is available.
Severity Level 3	Not able to accomplish all functions - Minor function(s) not working causing non-critical work to back up.
Severity Level 4	Inconvenience – The System is causing a minor disruption in the way tasks are performed but does not stop workflow. Able to accomplish all functions, but not as efficiently as normal. May include cosmetic issues - especially in constituent- facing applications.

<b>Table 4: Service Level Standards Measure</b>	<b>Metric</b>	<b>Standard</b>
Availability	System is available for use	99.95%
Performance	System response time	100 percent response time during User Acceptance Testing.
Problem Management	Severity Level 1 Problem Resolved	99 percent resolved within 1 business day.
	Severity Level 2 Problem Resolved	99 percent resolved within 2 business days.
	Severity Level 3 Problem Resolved	80 percent resolved in 5 business days. 100 percent in 15 business days.
	Severity Level 4 Problem Resolved	80 percent resolved in 30 business days. 100 percent in 60 business days.
Vendor Help Desk	Help Desk call wait time, during hours of support.	At least 90 percent of calls are answered in 2 minutes or less (a call pick system may be used). At Least 90 percent of Help Desk emails are answered in 30 min or less.
	Help Desk call busy signal.	Less than 5 percent of calls get a busy signal.
	Help Desk calls for Severity Level 1 or 2	Severity Level 1 or 2 call back time less than 30 min.

- j) "Response Time" means the period of time beginning with a *bona fide* attempt to reach EPR by telephone, or other oral means, or email written means has been made by CUSTOMER during a Maintenance Access Period, and ending with the response of EPR;
- k) "Time to Repair" means that portion of the time that EPR FireWorks system cannot be used because of error, defect, deficiency, failure, problem or non-conformance to functional specifications, starting from the response of EPR and ending with the turnover of the Deliverables to CUSTOMER in proper working order.
- l) "Unapproved Modifications" means modifications to the licensed computer programs not approved by EPR but made by CUSTOMER or on its behalf by someone other than EPR.

#### 4. **Representations.**

4.1 EPR represents and warrants, and it is a condition of this Agreement, that:

- (a) EPR is a corporation duly organized and existing in good standing under the laws of Florida and registered to carry on business as may be contemplated hereunder.
- (b) EPR has the ability and authority to enter into this Agreement, and the execution and performance of this Agreement or any part of this Agreement by EPR has been duly authorized by all requisite corporate action.
- (c) The execution and performance of this Agreement or any part of this Agreement by EPR does not and will not violate any contract or other obligation of EPR, and EPR knows of no circumstances which would prevent EPR's performance of this Agreement or any part thereof.
- (d) EPR is competent to perform its obligations hereunder, and has sufficient manpower, resources, skills, experience, and all such other materials as may be required to meet its obligations on or before the required date(s).
- (e) EPR has the necessary qualifications (including knowledge, experience, and skill) to provide the Deliverables, and will provide the Deliverable in a diligent, professional and timely manner; and
- (f) The representations and warranties made by EPR herein, including the recitals and all schedules hereto (in particular, in EPR's Proposal), are reasonable and correct, and may be relied upon by CUSTOMER and shall continue to be reasonable and correct, and may be relied upon by CUSTOMER throughout the performance of this Agreement.

#### 5. **Grant of Subscription.**

5.1 Grant of Subscription: Saas. For SaaS, during the term of this Agreement,



Customer may access and use the SaaS and Reporting Services, subject to Customer's compliance with the Use Restrictions and other limitations contained in this Agreement.

6. **Ownership of Data.**

- 6.1 As between EPR and Customer, all Customer Data shall be owned by Customer.

7. **Term.**

- 7.1 This Agreement shall commence on the Effective Date and shall terminate on December 31, 2025 ("Initial Term"). This Agreement shall automatically renew, with the same terms and conditions, for three (3) subsequent annual terms ("Renewal Term(s)"), unless terminated earlier in accordance herein or if the Customer sends a notice of non-renewal within ninety (90) days before the expiration of the Initial Term or any Renewal Term.

8. **Trademarks and Proprietary Notices.**

- 8.1 EPR expressly reserves all rights to its own tradenames, logos, trademarks, other identifying symbols and all of its proprietary rights in its product packaging or labelling of any licensed computer programs. CUSTOMER shall not acquire any right, title or interest in or to any such tradename, logo, trademark, or other identifying symbols of EPR.
- 8.2 Notwithstanding anything to the contrary provided for herein, CUSTOMER shall retain exclusive ownership of all CUSTOMER generated and/or supplied data. In no event shall such CUSTOMER-related data or information be used by EPR without the prior written consent of the CUSTOMER.

9. **Payment by a 3<sup>rd</sup> Party Payer.**

- 9.1 Third-Party Payer. If Customer desires to use a third-party entity, including, without Limitation, Digitech Computer, LLC, to pay some or all of the Fees on behalf of Customer (a "***Third-Party Payer***"), then (i) CUSTOMER shall notify EPR in writing of the designated Third Party Payer and the terms of the arrangement, (ii) the Third-Party Payer will enter into a written agreement with EPR regarding such arrangement, (iii) Customer may replace the Third-Party Payer by written notice to EPR (provided that no such change shall be made until the then-current Term's renewal), (iv) references within this Section 8 to Customer's responsibility for Fees shall be understood to refer to the Third-Party Payer when applicable, and (v) Customer shall remain responsible for payment if the Third-Party Payer does not pay the Fees.
- 9.2 Either CUSTOMER or the Third-Party Payer, if applicable, shall pay EPR in accordance with the Payment Schedule described in Exhibit "A" to this Agreement within forty-five (45) days of receipt of a proper invoice in accordance with the Customers Local Government Prompt Payment Act.
- 9.3 CUSTOMER shall notify EPR, within Fifteen (15) days of receipt of a proper invoice, of any inadequacy of the invoice or of the supporting documentation, and where any such notice is given within that period, the date for payment of the amount invoiced shall be postponed until EPR

remedies the inadequacy to the satisfaction of CUSTOMER, at no additional cost to CUSTOMER. Payment will be made by CUSTOMER within forty-five (45) days of receipt of a proper invoice issued by EPR.

10. **Piggybacking Clause.**

10.1 It is understood and agreed by Customer and EPR Systems that any governmental entity may purchase the services specified herein in accordance with the prices, terms, and conditions of this agreement. It is also understood and agreed that each local entity will establish its own contract with EPR Systems, be invoiced therefrom and make its own payments to EPR Systems in accordance with the terms of the contract established between the new governmental entity and EPR Systems. It is also hereby mutually understood and agreed that the Customer is not a legally bound party to any contractual agreement made between EPR Systems and any entity other than Customer.

11. **Confidentiality.**

11.1 EPR shall be bound by an obligation of strict confidence to CUSTOMER in respect of any confidential information disclosed by or on behalf of CUSTOMER to EPR or developed by EPR for CUSTOMER. EPR shall not:

- (a) Disclose, either directly or indirectly, any such confidential information, or any part thereof, to any person except as is specifically contemplated in this Agreement; and
- (b) Use any such confidential information, or any part thereof, for any purpose, except as is specifically contemplated within this Agreement, without the prior written consent of CUSTOMER and on terms and conditions satisfactory to CUSTOMER in its sole discretion.
- (c) Notwithstanding anything to the contrary herein, CUSTOMER's good faith compliance with the provisions of Florida Statutes, or the federal Freedom of Information Act shall not be construed as and shall not constitute a breach of this Agreement.

12. **Law and Jurisdictions.**

This Agreement is subject to and governed by the laws of the State of Georgia. Any disputes arising out of or relating to this Agreement or its subject matter shall be resolved in accordance with the laws of Georgia and shall be subject to the exclusive jurisdiction of the courts located in Clayton County, Georgia. The parties irrevocably submit to the personal jurisdiction of such courts and waive any objection to the venue or jurisdiction on the grounds of inconvenience or otherwise. EPR agrees that service by first class U.S. mail to EPR Systems USA, Inc., 1016 Lasalle Street, Jacksonville, FL 32207 shall constitute effective service.

13. **Notice.**

13.1 Unless otherwise specified herein or otherwise agreed to by the parties in writing, any notice required to be given hereunder must be given in writing and delivered by postage- paid mail, personally, by prepaid courier with a copy delivered by electronic means, addressed to the appropriate party as follows:

CUSTOMER address:

City of Forest Park, Georgia

Attn: City Manager  
 745 Forest Pkwy  
 Forest Park, Georgia 30297  
[rclark@forestparkga.gov](mailto:rclark@forestparkga.gov)

VENDOR address:

EPR Systems USA Inc. 1016  
 Lasalle Street  
 Jacksonville, FL 32207

- 13.1 All notices in connection with this Agreement shall be in writing and may be given by certified, registered, or first-class mail or personally delivered at the address set forth above. For purposes of this Agreement, a notice shall be deemed effective upon personal delivery to the party or if by mail, five days after it is properly deposited with the United States Postal Service or other applicable postal service, with postage fully paid, and a copy of the notice is sent by email to the recipient
14. **Modification.**  
 This Agreement may only be modified or amended by written instrument signed by all parties hereto, executed with the same formalities as the original agreement.
15. **Interest.**  
 EPR hereby waives any and all claims or rights to interest on money claimed to be due pursuant to this Agreement and waives any and all such rights to interest to which it may otherwise be entitled pursuant to law, including, but not limited to, pursuant to the Local Government Prompt Payment Act, as amended. The provisions of this paragraph shall survive any expiration, completion and/or termination of this Agreement.
16. **Severability.**  
 The terms of this Agreement shall be severable. In the event any of the terms or the provisions of this Agreement are deemed to be void or otherwise unenforceable for any reason, the remainder of this Agreement shall remain in full force and effect.
17. **Compliance with Law.**  
 Notwithstanding any other provision of this Agreement, it is expressly agreed and understood that in connection with the performance of this Agreement, EPR shall comply with all applicable federal, state, and other requirements of law, including, but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, EPR hereby certifies, represents, and warrants to the SGF that all of EPR's employees and/or agents who will be providing products and/or services with respect to this Agreement shall be legally authorized to work in the United States. EPR shall also, at its expense, secure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the work, and/or the products and/or services to be provided for in this Agreement. CUSTOMER shall have the right to audit any records in the possession or control of EPR to determine EPR's compliance with the provisions of this section. In the event CUSTOMER proceeds with such an audit, EPR shall make available to CUSTOMER EPR's relevant records at no additional cost. CUSTOMER shall pay any and all costs associated with any such audit.

18. **Execution.**  
This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same Agreement. For the purposes of executing this Agreement, any signed copy of this Agreement transmitted by fax machine or e-mail shall be treated in all manners and respects as an original document. The signature of any party on a copy of this Agreement transmitted by fax machine or e-mail shall be considered for these purposes as an original signature and shall have the same legal effect as an original signature. Any such faxed or- mailed copy of this Agreement shall be considered to have the same binding legal effect as an original document. At the request of either party any fax or e-mail copy of this Agreement shall be re-executed by the parties in an original form. No party to this Agreement shall raise the use of fax machine or e-mail as a defense to this Agreement and shall forever waive such defense.
19. **Conflict.**  
In the event of any conflict between the terms and provisions of this purchase Agreement and Exhibits A and Exhibit B hereto, the terms and provisions of this purchase Agreement shall supersede and control.
20. **Limitation of Damages.**  
In no event shall CUSTOMER be liable for any monetary damages in excess of the purchase price contemplated by this Agreement. In no event shall CUSTOMER be liable for any consequential, special or punitive damages, or any damages resulting from loss of profit.
21. **Transfer of Title/Risk.**  
Transfer of title, and risk of loss shall pass to CUSTOMER upon delivery of the goods. All transportation and delivery shall be at EPR's sole expense.
22. **Indemnification.**  
To the fullest extent permitted by law, EPR agrees to and shall indemnify, defend and hold harmless CUSTOMER, its officers, officials, agents, employees, boards and commissions from and against any and all claims, suits, judgments, costs, attorney's fees, damages or any and all other relief or liability arising out of or resulting from or through or alleged to arise out of any acts or negligent acts or omissions of EPR or EPR's officers, employees, agents or subcontractors in the performance of this Agreement, including but not limited to, all goods delivered or services or work performed hereunder. In the event of any action against CUSTOMER, its officers, employees, agents, boards or commissions covered by the foregoing duty to indemnify, defend and hold harmless, such action shall be defended by legal counsel of CUSTOMER's choosing.
23. **Relationship Between the Parties.**  
This Agreement shall not be construed so as to create a joint venture, partnership, employment or other agency relationship between the parties hereto.
24. **Waiver.**  
Neither party hereto shall be responsible for any consequential, indirect, punitive or incidental damages, for any reason whatsoever. Any delay or failure to enforce any rights by either party arising out of or pursuant to this Agreement shall not constitute, and shall not be construed as, a waiver of any such rights.

## Limitation of Actions.

EPR shall not be entitled to, and hereby waives, any and all rights that it might have to file suit or bring any cause of action or claim for damages against the CUSTOMER and/or its affiliates, officers, employees, agents, attorneys, boards and commissions of any nature whatsoever and in whatsoever forum after two (2) years from the date of this Agreement.

### 25. **No Other Agreements.**

This Agreement is the only agreement between the parties hereto regarding the subject matter hereof. There are no other agreements, either oral, written or implied, between the parties hereto regarding the subject matter hereof. This Agreement may only be altered or modified by written instrument signed by both parties.

### 26. **Appropriation of Funds.**

The obligations of the CUSTOMER under any contract for any fiscal year are subject to and contingent upon the appropriation of funds sufficient to discharge the obligations which accrue in that fiscal year and authorization to spend such funds for the purposes of the contract. If, for any fiscal year the term of the Contract, sufficient funds for the discharge of the CUSTOMER's obligations under this Agreement are not appropriated and authorized, then this Agreement shall terminate as of the last day of the preceding fiscal year, or when such appropriated and authorized funds are exhausted, whichever is later, without liability to CUSTOMER for damages, penalties, or other charges on account of such termination.

The person signing this Agreement certifies that s/he has been authorized by CUSTOMER to commit CUSTOMER contractually and has been authorized to execute this Agreement on its behalf.

The person signing this Agreement on behalf of EPR certifies that s/he has been authorized by EPR to commit EPR contractually and has been authorized to execute this Agreement on its behalf.

### 27. **HIPAA Compliance.**

The Business Associate Agreement between EPR and the CUSTOMER, attached hereto as Exhibit B, is made part of this Agreement.

### 28. **System Backup.**

The parties agree and acknowledge that all EPR FireWorks system data shall be housed in the secure Amazon Web Services cloud environment, with security, back up and disaster recovery built-in.

### 29. **Data Conversion.**

CUSTOMER agrees to provide EPR with a copy of CUSTOMER's database for data conversion purposes, and EPR agrees to destroy such data upon completion of the conversion.

### 30. **Compatibility.**

EPR guarantees compatibility with Microsoft Entra ID SSO.

### 31. **Scrutinized Companies and Business Operations Certification: Termination. (FL**

**Customers)****Certification(s).**

By its execution of this Agreement, the Vendor hereby certifies to the Customer that the Vendor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, nor is the Vendor engaged in a boycott of Israel, nor was the Vendor on such List or engaged in such a boycott at the time it submitted its bid, proposal, quote, or other form of offer, as applicable, to the Customer with respect to this Agreement.

Additionally, if the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000), then the Vendor further certifies to the Customer as follows:

- the Vendor is not on the Scrutinized Companies with Activities in Sudan List, created pursuant to Section 215.473, Florida Statutes; and
- the Vendor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; and
- the Vendor is not engaged in business operations (as that term is defined in Florida Statutes, Section 287.135) in Cuba or Syria; and
- the Vendor was not on any of the Lists referenced in this subsection A(ii), nor engaged in business operations in Cuba or Syria when it submitted its proposal to the Customer concerning the subject of this Agreement.

The Vendor hereby acknowledges that it is fully aware of the penalties that may be imposed upon the Vendor for submitting a false certification to the Customer regarding the foregoing matters.

32. **Termination.** In addition to any other termination rights stated herein, the Customer may immediately terminate this Agreement for its convenience and/or upon the occurrence of any of the following events:

- The Vendor is found to have submitted a false certification to the Customer with respect to any of the matters set forth in subsection A(i) above, or the Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- The Vendor is found to have submitted a false certification to the Customer with respect to any of the matters set forth in subsection A(ii) above, or the Vendor is found to have been placed on the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, and the value of the goods or services acquired under this Agreement are greater than or equal to One Million Dollars (\$1,000,000).

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN **WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

Customer:

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

Printed Name \_\_\_\_\_

\_\_\_\_\_

Title

Date

EPR Systems USA:

By: Rich Cunningham

Printed Name Rich Cunningham, Director of Sales

04/29/2025

Title

Date



**EXHIBIT A**

#	Item & Description	Product Type	Qty	Rate	Amount
1	<b>Fire Bundle</b> Fire RMS Bundle Includes- NFIRS, Inspections, Pre-Plans, Properties, Hydrants, and Investigations.	Recurring Fee	1.00	6,337.00	6,337.00
2	<b>Analytics/Reporting Platform</b>	Recurring Fee	1.00	0.00	0.00
3	<b>ALS ePCR</b> Advanced Life Support (Transport) NEMSIS 3.5 Compliant ePCR	Recurring Fee	1.00	9,800.00	9,800.00
4	<b>Cardiac Monitor Interface</b> Allows for import of cardiac monitor data into ePCR.-Life Pak 15	Recurring Fee	1.00	697.00	697.00
5	<b>Inventory/Maintenance/Work Order</b>	Recurring Fee	1.00	700.00	700.00
6	<b>LMS Works</b> Robust Learning Management System (LMS) for in-house training of firefighters and EMS to coordinate and facilitate certifications and other skills training	Recurring Fee	90.00	20.00	1,800.00
7	<b>CAD Interface</b> Allows for integration of CAD data into EPR. Additional fees from your CAD vendor may apply.-Central Square	Recurring Fee	1.00	1,196.00	1,196.00

1

#	Item & Description	Product Type	Qty	Rate	Amount
8	<b>Integrations</b> First Arriving TEMS Billing Services	Recurring Fee	1.00	0.00	0.00
9	<b>Data Migration and Conversion</b> Imagetrend Elite	One Time Fee	1.00	1,500.00	1,500.00
10	<b>Online/ Virtual Training</b> User End Training	One Time Fee	1.00	2,000.00	2,000.00
Sub Total					24,030.00
<b>Total</b>					<b>\$24,030.00</b>

Any add-on modules purchased will be added to this agreement as an Addendum.

**HIPAA BUSINESS ASSOCIATE ADDENDUM**

Customer and EPR Systems ("Business Associate") agree that this HIPAA Business Associate Addendum is entered into for the benefit of Customer, which is a covered entity under the Privacy Standards ("Covered Entity").

Pursuant to the Master Subscription and License Agreement (the "Agreement") into which this HIPAA Business Associate Addendum (this "Addendum") has been incorporated, Business Associate may perform functions or activities involving the use and/or disclosure of PHI on behalf of the Covered Entity, and therefore, Business Associate may function as a business associate. Business Associate, therefore, agrees to the following terms and conditions.

1. **Scope.** This Addendum applies to and is hereby automatically incorporated into all present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which PHI is created, maintained, received or transmitted by Business Associate from or on behalf of Covered Entity in any form or medium whatsoever.
2. **Definitions.** For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and any amendments or implementing regulations, (collectively "HIPAA Rules").
3. **Compliance with Applicable Law.** The parties acknowledge and agree that, beginning with the relevant effective date, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, the HIPAA Rules, and other applicable laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
4. **Permissible Use and Disclosure of PHI.** Business Associate may use and disclose PHI as necessary to carry out its duties to a Covered Entity pursuant to the terms of the Agreement and as required by law. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidential and be disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
5. **Limitations on Use and Disclosure of PHI.** Business Associate shall not, and shall ensure that its directors, officers, employees, subcontractors, and agents do not, use or disclose PHI in any manner that is not permitted by the Agreement or that would violate Subpart E of 45 C.F.R. 164 ("Privacy Rule") if done by a Covered Entity. All uses and disclosures of, and requests by, Business Associate for PHI are subject to the minimum necessary rule of the Privacy Rule.
6. **Required Safeguards to Protect PHI.** Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 ("Security Rule") with respect to electronic PHI, to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum.

7. Reporting to Covered Entity. Business Associate shall report to the affected Covered Entity without unreasonable delay: (a) use or disclosure of PHI not provided for by the Agreement of which it becomes aware; (b) any breach of unsecured PHI in accordance with 45 C.F.R. Subpart D of 45 C.F.R. 164 ("Breach Notification Rule"); and (c) any security incident of which it becomes aware. With regard to Security Incidents caused by or occurring to Business Associate, Business Associate shall cooperate with the Covered Entity's investigation, analysis, notification and mitigation activities, and except for Security Incidents caused by Covered Entity, shall be responsible for reasonable costs incurred by the Covered Entity for those activities. Notwithstanding the foregoing covered Entity acknowledges and shall be deemed to have received advanced notice from Business Associate that there are routine occurrences of: (i) unsuccessful attempts to penetrate computer networks or services maintained by Business Associate; and (ii) immaterial incidents such as "pinging" or "denial of services" attacks.
8. Mitigation of Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. Agreements by Third Parties. Business Associate shall enter into an agreement with any subcontractor of Business Associate that creates, receives, maintains, or transmits PHI on behalf of Business Associate. Pursuant to such agreement, the subcontractor shall agree to be bound by the same or greater restrictions, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
10. Access to PHI. Within five business days of a request by a Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to the Covered Entity such PHI for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within five (5) business days forward such request to the Covered Entity.
11. Amendment of PHI. Within five business days of receipt of a request from a Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within five business days forward such request to the Covered Entity.
12. Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for a Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528 and HITECH.
13. Accounting of Disclosures. Within five business days of notice by a Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI, Business Associate shall make available to a Covered Entity information to permit the Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. 164.528 and HITECH.
14. Other Obligations. To the extent that Business Associate is to carry out one or more of a Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with such requirements that apply to the Covered Entity in the performance of such obligations.
15. Judicial and Administrative Proceedings. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, the affected Covered Entity shall have the right to control Business Associate's response to such request, provided that, such control does not have an adverse impact on Business Associate's compliance with existing laws. Business Associate shall notify the Covered Entity of the request as soon as reasonably practicable, but in any event within seven business days of receipt of such request.

16. Availability of Books and Records. Business Associate hereby agrees to make its internal practices, books, and records available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.
17. Breach of Contract by Business Associate. In addition to any other rights a party may have in the Agreement, this Addendum or by operation of law or in equity, either party may: i) immediately terminate the Agreement if the other party has violated a material term of this Addendum; or ii) at the non-breaching party's option, permit the breaching party to cure or end any such violation within the time specified by the non-breaching party. The non-breaching party's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights the non-breaching party has in the Agreement, this Addendum or by operation of law or in equity.
18. Effect of Termination of Agreement. Upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to a Covered Entity or, at the Covered Entity's direction, destroy all PHI received from the Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate, subcontractors, and agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or otherwise destroyed as provided in this Section. For the avoidance of doubt, de-identified Customer Data shall not be subject to this provision.
19. Injunctive Relief. Business Associate stipulates that its unauthorized use or disclosure of PHI while performing services pursuant to this Addendum would cause irreparable harm to a Covered Entity, and in such event, the Covered Entity shall be entitled to institute proceedings in any court of competent jurisdiction to obtain damages and injunctive relief.
20. Owner of PHI. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI created or received by Business Associate on behalf of a Covered Entity.
21. Safeguards and Appropriate Use of Protected Health Information. Covered Entity is responsible for implementing appropriate privacy and security safeguards to protect its PHI in compliance with HIPAA. Without limitation, it is Covered Entity's obligation to:
- 21.1. Not include PHI in information Covered Entity submits to technical support personnel through a technical support request or to community support forums. In addition, Business Associate does not act as, or have the obligations of a Business Associate under the HIPAA Rules with respect to Customer Data once it is sent to or from Covered Entity outside EPR's Software over the public Internet.
- 21.2. Implement privacy and security safeguards in the systems, applications, and software Covered Entity controls, configures and connects to EPR's Software.
22. Third Party Rights. The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.
23. Signatures. The signatures to the Agreement (or the document evidencing the parties' adoption thereof) indicate agreement hereto and shall be deemed signatures hereof, whether manual, or electronic.

**File Attachments for Item:**

**5. Council Discussion and Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program– Recreation and Leisure Services Department**

**Background/History:**

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



CITY OF  
**FORESTPARK**

## City Council Agenda Item

**Subject:** Council Discussion and Approval on an Agreement Between COFP and Clayton County Public Schools for a Summer Food Service Program– Recreation and Leisure Services Department

**Submitted By:** Tarik Maxwell

**Date Submitted:** May 12, 2025

**Work Session Date:** May 19, 2025

**Council Meeting Date:** May 19, 2025

### Background/History:

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

**Cost: \$**

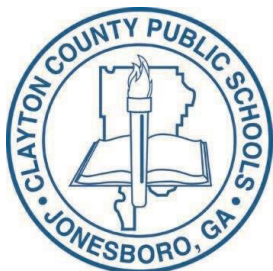
**Budgeted for:** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**Financial Impact:**

EnterTextHere

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

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



# CLAYTON COUNTY PUBLIC SCHOOLS

## Nutrition Services

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

• [www.clayton.k12.ga.us](http://www.clayton.k12.ga.us) •

**Dr. Anthony Smith**  
*Superintendent*

**Audrey A. Hamilton**  
*Nutrition Services Director*

### Partnership Agreement

between

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

for the

### SUMMER FOOD SERVICE PROGRAM

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

The purpose of this Agreement is to memorialize a partnership between the entities noted above in connection with the Summer Food Service Program (the “Program”), in which children (18 years of age and under) in the summer camp and community are provided free breakfast and lunch meals from June 2, 2025 through July 25, 2025 at the Forest Park Community Recreation Center.

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

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

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

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

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

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

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

**Clayton County Public Schools agrees to:**

- Serve as a sponsor for the City of Forest Park, whereby the Nutrition Services Department will utilize the Recreation Centers as feeding sites for the SSO
- Serve meals to all needy children 18 years of age and under (or persons 19 and over who are mentally or physically disabled and participating in a public or private nonprofit school program for the mentally or physically disabled).
- Serve meals that meet the minimum meal pattern requirements in accordance with the following:
  - Breakfast will be served at the Recreation Centers from 8:00 a.m. to 8:30 a.m.
  - Lunch will be served in the Recreation Centers from 11:00 a.m. to 12:00 p.m.
  - The proposed menu will be provided to the City of Forest Park Recreation & Leisure Services Department two weeks prior to the commencement of the Program
- Provide adequate supervision of the actual meal service
- Ensure program compliance with all district, state and federal regulations.

**City of Forest Park agrees to:**

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

**Amendment of Agreement**

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

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



**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.

**Entire Agreement**

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

**Choice of Law and Jurisdiction for Disputes**

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

**Independent Parties**

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

*Anthony Smith*

5/13/2025 | 8:49:03 AM EDT

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ricky L. Clark  
City Manager  
City of Forest Park

\_\_\_\_\_  
Date

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