

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
REGULAR MEETING  
SEPTEMBER 17, 2018**

**ANGELYNE BUTLER**  
MAYOR

**Kimberly James**  
*Ward 1*

**Dabouze Antoine**  
*Ward 2*

**Sandra Bagley**  
*Ward 3*



**Latresa Akins-Wells**  
*Mayor Pro-Tem/ Ward 4*

**Allan Mears**  
*Ward 5*

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**City Hall Council Chambers  
745 Forest Parkway  
Forest Park, GA 30297**

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**Work Session 6:00 P.M.**

- Call to Order
- City Manager's Report
- Presentation – Superintendent of Clayton County Public Schools

Mayor Butler  
Angela Redding  
Dr. Morcease Beasley

**Regular Meeting 7:00 P.M.**

- I.** Call to Order
- II.** Invocation
- III.** Pledge of Allegiance
- IV.** Roll Call
- V.** Comment Period
- VI.** Approval of Minutes

1. Special Called Meeting of Mayor & Council of August 30, 2018
2. Work Session of Mayor & Council of September 4, 2018
3. Regular Meeting of Mayor & Council of September 4, 2018

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
REGULAR MEETING  
SEPTEMBER 17, 2018**

**VII. Agenda Items**

1. Review of the Draft Comprehensive Plan

**SUMMARY AND BACKGROUND:** The Forest Park Comprehensive Plan Update is in a draft form for review purposes. It is available for public review and comments. ARC will forward a copy of the draft to the State Department of Community Affairs (DCA) which will also review to determine that all technical requirements have been met. Following completion of the ARC and DCA review, the Forest Park Mayor & Council may take action as they deem appropriate, either to adopt the plan or to continue review and revisions.

2. Request for Massage Establishment – Fancy Luxury Massage Spa LLC, 4146 Jonesboro Road, No exceptions noted

**SUMMARY AND BACKGROUND:** Mr. Pablo A Cruz is requesting a business license to operate Fancy Luxury Massage Spa which will be located at 4146 Jonesboro Road. The services provided in connection with this business will be massage, waxing, and eye lash micro blading. Mr. Cruz will be the business operator and will employ others who will have daily contact with customers. These employees will be required to submit documentation showing they meet the requirements listed in chapter 7 as each employee will have to be permitted before any procedures can be performed. All documentation required regarding Mr. Cruz has been submitted and an investigation completed. Mr. Cruz has met the requirements of city code 9-7 as it relates to Massage Establishments.

3. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with Creekside Christian Academy for the use of Forest Park Indoor Pool for the dates specified: October 15, 2018 through January 20, 2019; to conduct Swim practices for their swim program; to provide for severability; to provide an effective date; and for other purposes

**SUMMARY AND BACKGROUND:** The Creekside Christian Academy has requested use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool for October 15, 2018 through January 20, 2019. Creekside Christian Academy will use the Forest Park Indoor Pool on Monday, Tuesday and Thursday 4pm-5 pm. The fee will be \$45 for use of the indoor pool for practices per hour utilized. The License Agreement is a revocable License Agreement with

**CITY OF FOREST PARK  
MAYOR & CITY COUNCIL AGENDA  
REGULAR MEETING  
SEPTEMBER 17, 2018**

specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

4. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with Henry County Schools for the use of Forest Park Indoor Pool for the dates specified: October 15, 2018 through January 20, 2019; to conduct swim practices for their swim program; to provide for severability; to provide an effective date; and for other purposes

**SUMMARY AND BACKGROUND:** The Henry County Schools has requested use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool for October 15, 2018 through January 20, 2019. Henry County Schools will use the Forest Park Indoor Pool on Tuesday and Thursday 5:15pm-6:45 p.m. The fee will be \$45 for use of the indoor pool for practices per hour utilized. The Intergovernmental License Agreement is a revocable License Agreement with specifications for the use of City of Forest Park facilities and vending concessions and includes liability insurance, general release, indemnification and hold harmless provisions.

**VIII.** Executive Session for Personnel, Litigation and Real Estate Matters

**IX.** Legal Matters

**X.** Comments by Governing Body

**XI.** Adjournment

DEPARTMENT OF POLICE SERVICES  
Forest Park, Georgia

INTEROFFICE MEMO

DATE: September 10, 2018  
NO: ME006-2018

TO: Angela Redding, City Manager  
FROM: L. Dwayne Hobbs, Director, Dept. of Police Services  
SUBJECT: Massage Establishments

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\*\*\*\*\*NEW\*\*\*\*\*

RE: Fancy Luxury Massage Spa LLC  
Fancy Luxury Massage Spa  
4146 Jonesboro Rd  
Forest Park, GA 30297

Pablo Cruz

NO EXCEPTIONS NOTED



STATE OF GEORGIA  
COUNTY OF CLAYTON

RESOLUTION NO. 18-\_\_\_\_\_

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH CREEKSIDE CHRISTIAN ACADEMY FOR THE USE OF FOREST PARK INDOOR POOL FOR THE DATES SPECIFIED: OCTOBER 15, 2018 THROUGH JANUARY 20, 2019. TO CONDUCT SWIM PRACTICES FOR THEIR SWIM PROGRAM; TO PROVIDE FOR SEVER ABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Forest Park Recreation and Leisure Services request to enter into a License Agreement with Creekside Christian Academy; and

**WHEREAS**, the Department of Recreation and Leisure has reviewed the request of Creekside Christian Academy and determined that it is in the best interest of the citizens of Forest Park to enter into a License Agreement with Creekside Christian Academy to facilitate the use of the facilities; and

**WHEREAS**, the purpose of this Agreement is to provide Creekside Christian Academy use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool as stated in the License Agreement; and

**WHEREAS**, Creekside Christian Academy will be providing recreation services to the community of Forest Park and its citizens; and

**WHEREAS**, Creekside Christian Academy has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool.

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the City of Forest Park to authorize the Mayor to execute a License Agreement between the City of Forest Park and Creekside Christian Academy for the use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool to conduct swim practices, at a rate of forty-five dollars (\$45) per hour per practice date for the use of the indoor pool.

**Section 1.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**Section 2.** This Resolution shall be in full force and effect immediately upon and after its final passage.

**RESOLVED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

\_\_\_\_\_  
Sandra Bagley, Council Member  
Ward Three

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

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

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY

STATE OF GEORGIA

COUNTY OF CLAYTON

LICENSE AGREEMENT

REVOCABLE LICENSE AGREEMENT AND SPECIFICATIONS  
FOR THE USE OF CITY OF FOREST PARK FACILITIES  
AND VENDING CONCESSIONS

THIS AGREEMENT made and entered into this 15 day of Oct, 2018 by and between Creekside Christian Academy (hereinafter "CCA") of Henry County and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

WHEREAS, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes;

WHEREAS, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities;

WHEREAS, Forest Park desires to allow CCA the ability to use Forest Park recreational facilities within the reasonable limits described below through entering a revocable license agreement;

WHEREAS, while using Forest Park recreation facilities CCA may want to provide vending and/or concession services at Forest Park Indoor Pool; (Yes ☐ No ☒)

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CCA and Forest Park hereby agree as follows:

ARTICLE I  
PURPOSE OF AGREEMENT

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The purpose of this Agreement is to provide and to permit limited vending and/or concession services by CCA at a location or locations currently known as Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool in conjunction with its use of the facility. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

 Initials

1. CCA shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool** under the following terms, specifications, and conditions.
2. The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other right at law.
3. Forest Park will provide CCA with facilities for use by CCA for recreation, concessions, and vending purposes. Any other activities must be previously approved by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
4. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and CCA is necessary.
5. Forest Park shall make available to CCA those facilities which are suitable to conduct **Swim Practice** upon recommendation of the Director of the Recreation & Leisure Services Department.
6. CCA agrees to provide adequate personnel to supervise the activities which take place in this area. The term "adequate" as used in the Agreement shall include that degree of supervision required to insure proper conduct, control, and safety of the participants and shall be interpreted in the sole discretion of Forest Park subject to Article V(6).
7. It shall be the express responsibility of CCA and its members to leave the premises in as good an order and the facilities in as neat and sanitary condition as when they began use of the facilities, including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to insure that no litter/trash or related items are left on the premises.
8. It is further agreed that any permanent improvements or equipment installed or erected on said premises by CCA must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.
9. It is hereby agreed that any damages to **Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool** and adjacent facilities shall be repaired and paid for by CCA when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designees, shall be solely responsible for determining damages.
10. CCA shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights,

title, and interest in and to the facilities and improvements, including, but not limited to, the right to enter onto the property at any time.

11. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.
12. CCA agrees to abide by all state and federal laws and by the Rules and Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.

Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) day's written notice

## ARTICLE II DURATION OF AGREEMENT

1. This Agreement shall be effective **October 15, 2018 through January 20, 2019 on Monday, Tuesday, and Thursday 4pm-5pm**. This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.
2. It is hereby agreed that a schedule or dates for use of the Forest Park recreation facilities will be worked out in advance and that a schedule will be arranged as to avoid conflict between Forest Park and CCA's use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and CCA's events and programs shall have the priority assigned to them by Forest Park.
3. It is expressly understood and agreed by CCA that they are not given sole and exclusive use of the facilities herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by CCA for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore CCA specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Forest Park Indoor Pool, Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, Johnson Field, and Baker Field, then in that event, Forest Park expressly reserves the complete and full right, power and authority, in its absolute and sole discretion, to assign and allocate dates and hours of use of any recreational facilities to CCA and other users in any manner it deems appropriate

 Initials

to resolve any such conflicts, and CCA agrees to strictly abide by any decision made by any officials of Forest Park in implementing this provision.

### **ARTICLE III CONSIDERATION FOR AGREEMENT**

The consideration for this Agreement shall be payable as follows: Forty-five dollars (\$45) per hour for use of indoor pool. Practice dates are on Tuesday, and Thursday 4pm-5pm. The said amount is due weekly prior to scheduled practices.

1. Forest Park shall receive money in exchange for use of the indoor pool.
2. CCA shall be responsible to leave the premises in good order and the facilities as neat and sanitary conditions as when they began use of the facilities including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises. Failure to maintain cleanliness will result in a one hundred dollars (\$100) clean-up fee being assessed. Cleanliness must meet staff approval.

### **ARTICLE IV LIABILITY, INSURANCE, GENERAL RELEASE, INDEMNIFICATION AND HOLD HARMLESS PROVISIONS**

1. CCA represents that it has paid occupation tax in the County of Clayton, City of Forest Park, Georgia, or is otherwise exempt.
2. CCA represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.
3. CCA will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00). This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days' written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.
4. CCA agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of CCA's operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by CCA, including, but not limited to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Forest Park.
5. The City of Forest Park Recreation & Leisure Services Department shall reserve

 Initials



the right to provide a staff person during the activities at the Renter's expense at any time at its discretion. CCA shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be CCA's responsibility to secure at least two (2) City of Forest Park Police Officers to provide protection during the duration of all activities, unless otherwise advised by the City in writing. Police security required by Renter: Yes \_\_\_ No x

6. The undersigned shall bear ultimate responsibility for all rules and regulations being followed during all CCA activities; and to provide in its rules that the entire area(s) used be policed for litter control purposes after each event/program, and shall also accept the responsibility to ensure that such rules are strictly enforced.
7. CCA hereby agrees and understands that while utilizing Forest Park facilities, they shall furnish Forest Park a copy of insurance coverage, including liability coverage in an amount acceptable by Forest Park and including Forest Park as an additional insured.
8. The undersigned hereby agrees that in lieu of signatures for all users per activity and/or the signatures of each user or participant's parent(s) or legal guardian utilizing the facilities, the undersigned hereby individually as well as in their capacity as the authorized representative of CCA agrees to and hereby accepts and acknowledges the indemnification, release, absolution, save and hold harmless and defense clause as set out in Article IV(4) hereinabove individually.

#### ARTICLE V MISCELLANEOUS

1. Forest Park reserves the right to deal exclusively with Mr. Johnny Gilbert, identified as the Athletic Director, in all matters concerning this Agreement.
2. It is mutually agreed by Mr. Johnny Gilbert, authorized representative of CCA and in his own individual capacity, that every service to be performed hereunder shall be subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by Mr. Johnny Gilbert, individually and as the authorized representative of CCA.
3. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.
4. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten days written notice to CCA.
5. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the governing authority of Forest Park.
6. Employees, aides, staff, helpers, and/or participants and/or any person who

 Initials

receives any form of consideration for services or who performs any services towards the execution of this Agreement are deemed to be the sole responsibility of CCA for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Workers' Compensation Act to CCA's employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement or who participates in any event/program.

7. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
8. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
9. This Agreement may not be assigned by either party hereto without written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
10. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to: Creekside Christian Academy

175 Foster Drive  
McDonough, Georgia 30253  
ATTN: Mr. Johnny Gilbert, Athletic Director

As to the Forest Park Recreation and Leisure Services Department:

Ms. Elaine Corley, Director  
Forest Park Recreation and Leisure Services Department  
803 Forest Parkway  
Forest Park, Georgia 30297

Or such address as shall be furnished by such notice to the other parties.

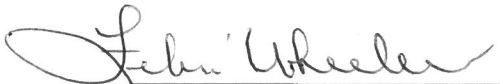
11. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

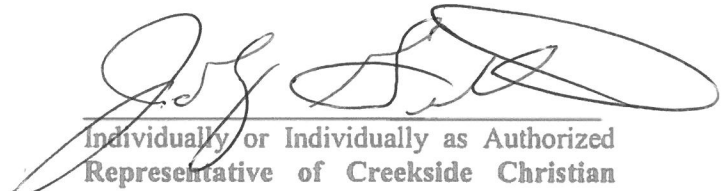
 Initials



12. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
13. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have each executed and delivered this Agreement as of the day and year first above written.

  
WITNESS

  
Individually or Individually as Authorized  
Representative of Creekside Christian  
Academy

Approved by:

\_\_\_\_\_  
City Manager  
Purchasing Agent

Reviewed by:

  
Director, City of Forest Park Recreation  
& Leisure Services Department

 Initials

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**RESOLUTION NO. 18-\_\_\_\_\_**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF FOREST PARK AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT WITH HENRY COUNTY SCHOOLS FOR THE USE OF FOREST PARK INDOOR POOL FOR THE DATES SPECIFIED: OCTOBER 15, 2018 THROUGH JANUARY 20, 2019. TO CONDUCT SWIM PRACTICES FOR THEIR SWIM PROGRAM; TO PROVIDE FOR SEVERABILITY; TO PROVIDE AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.**

**WHEREAS**, the Forest Park Recreation and Leisure Services request to enter into a License Agreement with Henry County Schools; and

**WHEREAS**, the Department of Recreation and Leisure has reviewed the request of Henry County Schools and determined that it is in the best interest of the citizens of Forest Park to enter into an Intergovernmental License Agreement with Henry County Schools to facilitate the use of the facilities; and

**WHEREAS**, the purpose of this Agreement is to provide Henry County Schools use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool as stated in the Intergovernmental License Agreement; and

**WHEREAS**, Henry County Schools will be providing recreation services to the community of Forest Park and its citizens; and

**WHEREAS**, Henry County Schools has agreed to pay the City of Forest Park the amounts stated in said Agreement for use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool.

**NOW, THEREFORE**, be it resolved by the Mayor and Council of the City of Forest Park to authorize the Mayor to execute an Intergovernmental License Agreement between the City of Forest Park and Henry County Schools for the use of Forest Park Recreation and Leisure Services' Steve Lundquist Gold Medalist Pool to conduct swim practices, at a rate of forty-five dollars (\$45) per hour per practice date for the use of the indoor pool.

**Section 1.** If any section, sentence, clause or phrase of this Resolution is held to be invalid or unconstitutional for any reason by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution and such remainder shall remain in full force and effect.

**Section 2.** This Resolution shall be in full force and effect immediately upon and after its final passage.

**RESOLVED THIS** \_\_\_\_\_ day of \_\_\_\_\_, 2018.

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

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

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

\_\_\_\_\_  
Sandra Bagley, Council Member  
Ward Three

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

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

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to Form:

\_\_\_\_\_  
CITY ATTORNEY

**STATE OF GEORGIA  
COUNTY OF CLAYTON**

**INTERGOVERNMENTAL AGREEMENT**

**THIS AGREEMENT** made and entered into this 15 day of October, 2018 by and between Henry County Schools (hereinafter "**HCS**") of Henry County and the City of Forest Park, a body politic and a political subdivision of the State of Georgia (hereinafter referred to as "Forest Park").

**WHEREAS**, Forest Park is allowed by law to provide land and buildings for parks, playgrounds, recreation centers, and areas for recreation purposes; and

**WHEREAS**, Forest Park is further allowed by law to govern, supervise, provide, maintain, conduct, equip, operate, and control Forest Park parks, playgrounds, and recreational centers or areas or to provide boards, agents, or employees, and/or volunteers to perform the above-listed activities; and

**WHEREAS**, in the spirit of intergovernmental cooperation and the health, safety, and welfare of the citizens of Forest Park and **HCS**, the governing authority of Forest Park desires to provide recreational facilities for **HCS**; and

**WHEREAS**, the Constitution of the State of Georgia provides that governments and public agencies may contract with one another to provide services, facilities, or equipment pursuant to article IX, section 3, paragraph 1(a) and (b); and

**WHEREAS**, Forest Park desires to allow **HCS** the ability to use Forest Park recreational facilities within the reasonable limits described below through entering a revocable license agreement;

**NOW THEREFORE**, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **HCS** and Forest Park hereby agree as follows:

**ARTICLE I  
PURPOSE OF AGREEMENT**

The purpose of this Agreement is to create a revocable license describing the rights, duties, and obligations of the parties hereto. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

- A. **HCS** shall be allowed to use the facility(ies) known on the effective date of this Agreement as Forest Park Recreation & Leisure Services' Steve Lundquist Gold Medalist Pool under the following terms, specifications, and conditions:

- B. The rights granted under this Agreement constitute a license and shall not be construed in any way to grant an easement, lease, sub-lease, estate, or any other right at law.
- C. Forest Park will provide **HCS** with facilities for use by **HCS** for recreation, concessions, and vending purposes. Any other activities must be approved in advance by personnel selected by Forest Park and additional fees paid for use of the facility(ies).
- D. In the interest of providing the best services with the least possible expenditure of public funds, full cooperation between Forest Park and **HCS** is necessary.
- E. Forest Park shall make available to **HCS** those facilities which are suitable to conduct a **Swim Program** upon recommendation of the Director of the Recreation & Leisure Services Department.
- F. **HCS** agrees to provide adequate personnel to supervise the activities which take place in this area. The City of Forest Park Recreation & Leisure Services Department shall reserve the right to provide a staff person during the activities at **HCS'** expense at any time at its discretion. **HCS** shall contact the City of Forest Park Police Department directly to arrange for the presence of the police officer. It shall be **HCS'** responsibility to secure at least one (1) City of Forest Park Police Officer to provide protection during the duration of all activities, unless otherwise advised by the City in writing. **Police Security required by renter: Yes\_\_**  
**No x**
- G. It shall be the express responsibility of **HCS** and its members to leave the premises in as good of an order and the facilities in as neat and sanitary condition as when it began use of the facilities, including removal of any debris caused by its presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises.
- H. It is further agreed that any permanent improvements or equipment installed or erected on said premises by **HCS** must have prior approval of the Director of the Recreation & Leisure Services Department. All improvements shall remain and become property of Forest Park in the sole discretion of Forest Park.
- I. It is hereby agreed that any damages to Steve Lunquist Gold Medalist Pool and adjacent facilities shall be repaired and paid for by **HCS** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designees, shall be solely responsible for determining damages.
- J. **HCS** shall not acquire any property rights in and to the premises other than a bare license for limited use in accordance with the terms hereof and with all applicable laws and ordinances of Forest Park, and Forest Park expressly reserves all rights, title, and interest in and to the facilities and improvements, including, but not



limited to, the right to enter onto the property at any time. Forest Park shall inspect the facilities in such intervals as it may wish, at its discretion.

- K. **HCS** agrees to abide by all state and federal laws and by the Rules and Regulations set forth by the Recreation & Leisure Services Department. Any such Rules and Regulations as they may now exist or may hereinafter be amended, adopted, or enacted shall be and are considered to be made a part of this agreement as if wholly set out herein. These rules and regulations are on file with the Recreation & Leisure Services Department.
- L. **HCS** shall provide to the City, upon request of the City, copies of all parental releases and/or permission forms signed by the parents or guardians of each child participating in the events held at the facility (ies).

Failure to perform the above-listed tasks, follow the general instructions, or any physical abuse or misuse of the facilities and improvements during the activities or use described hereinabove, will be considered cause for termination of this Agreement with ten (10) days' written notice to **HCS**.

## ARTICLE II DURATION OF AGREEMENT

- A. This Agreement shall be effective on the following dates: **October 15, 2018 through January 20, 2019**. This Agreement shall terminate absolutely and without further obligation on the part of Forest Park upon expiration of this period.
- B. IT IS HEREBY AGREED THAT A SCHEDULE OF DATES FOR USE OF THE FOREST PARK RECREATION FACILITIES WILL BE WORKED OUT IN ADVANCE AND THAT A SCHEDULE WILL BE ARRANGED AS TO AVOID CONFLICT BETWEEN FOREST PARK AND **HCS** USE; THAT IN THE SCHEDULING OF SAID FACILITIES, ACTIVITIES OF THE FOREST PARK RECREATION & LEISURE SERVICES DEPARTMENT SHALL HAVE FIRST PRIORITY AND **HCS** EVENTS AND PROGRAMS SHALL HAVE THE PRIORITY ASSIGNED TO THEM BY FOREST PARK.
- C. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY **HCS** THAT IT IS NOT GIVEN SOLE AND EXCLUSIVE USE OF THE FACILITIES herein as the term of this Agreement may coincide with and overlap the term or terms of other license agreements or use agreements either now in effect or hereinafter entered into by Forest Park, and that some of the dates and times proposed by **HCS** for the use of the recreational facilities covered by this Agreement may already be reserved or may in the future be reserved by other users; and therefore **HCS** specifically consents and agrees that in the event that any conflict arises concerning any dates or times for the use of any of the recreational facilities covered by this Agreement, including but not limited to, Forest Park Indoor Pool,

Kiwanis Stadium, Lopez Field, Stanford Field, Burke Field, and Baker Field, then in that event, FOREST PARK EXPRESSLY RESERVES THE COMPLETE AND FULL RIGHT, POWER AND AUTHORITY, IN ITS ABSOLUTE AND SOLE DISCRETION, TO ASSIGN AND ALLOCATE DATES AND HOURS OF USE OF ANY RECREATIONAL FACILITIES TO HCS AND OTHER USERS IN ANY MANNER IT DEEMS APPROPRIATE TO RESOLVE ANY SUCH CONFLICTS, AND HCS AGREES TO STRICTLY ABIDE BY ANY DECISION MADE BY ANY OFFICIALS OF FOREST PARK IN IMPLEMENTING THIS PROVISION.

### ARTICLE III CONSIDERATION FOR AGREEMENT

- A. The consideration for this Agreement shall be payable as follows: the rate of compensation shall be forty-five dollars (\$45) per hour for use of Indoor Pool. Practice dates are on Tuesday and Thursday 5:15pm-6:45pm. Forest Park shall receive money in exchange for the use of Indoor Pool.
- B. HCS shall be responsible to leave the premises in good order and the facilities as neat and sanitary condition as when they began use of facilities including removal of any debris caused by their presence, and the area shall be inspected at the end of each activity or event to ensure that no litter/trash or related items are left on the premises. Failure to maintain cleanliness will result in a one hundred dollars (\$100) clean-up fee being assessed. Cleanliness must meet staff approval.
- C. HCS will pay at the end of the season for each date of utilizing the Indoor Pool.

### ARTICLE IV

HCS will maintain or carry in-force liability insurance in the amount of one hundred thousand dollars (\$100,000.00) and provide evidence of same to Forest Park. This insurance shall designate Forest Park as an additional insured. This insurance is non-cancelable during the duration of this Agreement except upon fifteen (15) days written notice to Forest Park. Cancellation of this insurance will be considered a material breach of this Agreement.

### ARTICLE V

- A. Forest Park reserves the right to deal exclusively with the **Superintendent Dr. Mary Elizabeth Davis** in all matters concerning this Agreement.
- B. It is mutually agreed by **Superintendent Dr. Mary Elizabeth Davis**, authorized representative of HCS, that every service to be performed hereunder shall be

subject to all conditions not prohibited by law which are printed herein and that these conditions are printed herein and that these conditions are hereby agreed to by Superintendent Dr. Mary Elizabeth Davis as the authorized representative of **HCS**.

- C. This Agreement will terminate immediately and absolutely at such time as appropriated and otherwise un-obligated funds are no longer available to satisfy the obligation of Forest Park under this Agreement.
- D. The Agreement obligates Forest Park only for sums or services payable or rendered during the calendar year of execution.
- E. This Agreement in no way is deemed to create a debt incurred by Forest Park for the payment of any sum beyond the calendar year of execution.
- F. Forest Park reserves the right to terminate this Agreement for non-compliance by issuing ten (10) days' written notice to **HCS**.
- G. Satisfactory performance of the terms of this Agreement rests in supervisory personnel selected by the governing authority of the City of Forest Park.
- H. Employees, aides, staff helpers, and/or participants and/or any person who receives any form of consideration for services or who perform any services towards the execution of this Agreement are deemed to be the sole responsibility of **HCS** for the purposes of all Workers' Compensation and insurance claims. Forest Park reserves the right to superintend the performance of this Agreement only to the extent that the desired results are obtained. No recommendation or requirement in this Agreement and list of specifications or instructions should be deemed to obligate Forest Park under the Worker's Compensation Act to **HCS** employees, aides, staff, helpers, participants, or any person who receives any form of consideration for services or who performs any services towards the execution of this Agreement.
- I. This Agreement constitutes the entire Agreement and understanding among the parties hereto and supersedes and revokes any prior agreement or understanding relating to the subject matter of this Agreement. No change, amendment, termination, or attempted waiver of any of the provisions herein shall be binding upon the other parties unless reduced to writing and signed by all parties hereon.
- J. Nothing contained in the Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Forest Park.
- K. To the extent permitted by law, **HCS** agrees to indemnify, release, absolve, save, hold harmless, and defend Forest Park, its officers, boards, representatives, and employees from and against any liability for damages and for any liability or claims resulting from property damage or bodily injuries (including accidental death) which may arise out of **HCS** operation and use of this license, and in Forest Park's hiring or use of any individual(s), organization, or group to work or operate the facility or program offered by Forest Park or including, but not limited



to, reasonable attorneys' fees and costs if such fees and costs are deemed necessary by Forest Park.

- L. This Agreement may not be assigned by either party hereto without a written agreement signed by both parties. This Agreement and the rights of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, if applicable, assigns.
- M. Any notices or communications required or permitted hereunder shall be sufficiently given if sent by Registered or Certified Mail, Return Receipt Requested, postage prepaid, addressed as follows:

As to **Henry County Schools:**

Superintendent  
Dr. Mary Elizabeth Davis  
33 North Zack Hinton Parkway  
McDonough, Georgia 30253

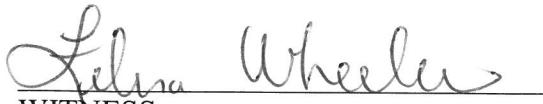
As to the City of Forest Park Recreation and Leisure Services

Ms. Elaine Corley, Director  
Forest Park Recreation and Leisure Services  
803 Forest Parkway  
Forest Park, Georgia 30297

Or such address as shall be furnished by such notice to the other parties.

- N. The captions used in this Agreement are inserted for convenience only and shall not constitute a part hereof.
- O. No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or different in character.
- P. This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.
- Q. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

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

  
WITNESS

  
Superintendent, Henry County Schools

Approved by:

\_\_\_\_\_  
City Manager  
Purchasing Agent

Reviewed By:

  
Director, Recreation & Leisure Services