

## **A G E N D A**

### **REGULAR MEETING OF MAYOR AND COUNCIL OF JANUARY 16, 2018**

6:00 P.M. Work Session

- Call to Order
  - Interim City Manager's Report
  - Presentation by ARC (Atlanta Regional Commission) – Comprehensive Plan
  - Discussion of scheduled times for Council Meetings and Work Sessions
  - Executive Session to discuss personnel, real estate matters, and litigation.
  - Adjournment
- Mayor Butler  
Angela Redding  
ARC

- I. Call to Order – 6:10 p.m. – Mayor
- II. Invocation
- III. Pledge of Allegiance
- IV. Roll Call
- V. Comment Period
- VI. Approval of Minutes
  1. Work Session of Mayor and Council of January 2, 2018
  2. Regular Meeting of Mayor and Council of January 2, 2018
  3. Special Called Meeting of Mayor and Council of January 9, 2018
- VII. Agenda Items
  1. Presentation of Proclamation to Joyce Sartain, Fire Department.
  2. Consider a Resolution by the City Council of the City of Forest Park authorizing the Mayor to execute a License Agreement with ORDAZ Soccer Academy for the use of Forest Park Kiwanis Field for the dates specified: February 13, 2018 through May 17, 2018, to conduct a soccer program; to provide for severability; to provide an effective date; and for other purposes.

**BACKGROUND AND SUMMARY:** The ORDAZ Soccer Academy has requested use of Forest Park Recreation and Leisure Services' Kiwanis Stadium for February 13, 2018 through May 17, 2018. ORDAZ Soccer Academy will use the Forest Park Kiwanis Stadium on Tuesday, Thursday, and Saturday. The fee will be \$25 for use of Kiwanis Stadium for practices and games per hour utilized. The 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.

3. Consideration of a permanent City Manager and all matters directly related thereto, including the appointment of a City Manager, City Manager Contract matters, and Resolutions and/or Ordinances to effectuate the will of Council with respect to the appointment of a City Manager.

VIII. Legal Matters

IX. Comments by Governing Body

X. Adjournment

## MINUTES

### WORK SESSION OF MAYOR AND COUNCIL OF JANUARY 2, 2018

Call to Order: The Work Session of Mayor and Council of January 2, 2018, was called to order by Mayor Pro-tem Dabouze Antoine at 6:00 p.m.

Present: Mayor Angelyne Butler, Councilmembers Kimberly James, Sandra Bagley, Allan Mears, Dabouze Antoine, and Latresa Wells.

Also present were:

Chief Dwayne Hobbs	Interim City Manager
Chief Eddie Buckholts	Fire
Jeff Eady	Director Public Works
Mike Blandenburg	Director Finance
Darren Duke	Director IT
Elaine Corley	Director Parks & Recreation
David New	Interim Director PB & Z
Angela Redding	Management Analyst
Serena Nowell	Fincher Denmark

City Managers Report: None

Approval of Minutes: Work Session Meeting Minutes of December 18, 2017.

Agenda Item: *Appointment of Interim City Manager*

Councilwoman James stated that we are starting new with a fresh Interim City Manager until we can determine who the new City Manager is going to be.

*Appointment of Mayor Pro-tem*

None

*Resolution to approve participation in an agreement that Fincher Denmark LLC anticipates executing with Van Scoyoc Associates, Inc. (VSA) on behalf of the Municipalities of Clayton County, Clayton County Government, and the Clayton County Board of Education for the provision of lobbying services working before the U. S. Congress with regard to the collection on local sales taxes on aviation fuels and to*

*authorize the Mayor to execute the Participation Agreement on behalf of the City of Forest Park.*

Councilwoman James suggested this item be tabled at this time in order to collect more information.

*Resolution by the Mayor and Council of the City of Forest Park, Georgia, naming the depositories for funds of the City of Forest Park; authorizing withdrawals of said funds by check or draft; and naming the officers of said City authorized to sign checks or drafts.*

None

*Ordinance authorizing temporary loans by the City of Forest Park, under the Constitution of the State of Georgia; Article 9, Section 5, paragraph V; and for other purposes.*

None

Legal Matters: None

Adjournment: Councilwoman Wells made a motion to adjourn the Work Session. Councilwoman James seconded the motion. Voting was unanimous in favor of the motion.

## MINUTES

### REGULAR MEETING OF MAYOR AND COUNCIL OF JANUARY 2, 2018

Call to Order: The Regular Meeting of Mayor and Council of January 2, 2018, was called to order by Mayor Pro-tem Dabouze Antoine at 6:10 p.m.

Invocation: The invocation was given by Pastor Jeremy Tuck, Living Faith Tabernacle, followed by the Pledge of Allegiance to the American Flag.

Roll Call: Mayor Angelyne Butler, Councilmembers Kimberly James, Dabouze Antoine, Sandra Bagley, Latresa Wells, and Allan Mears.

Also present were:

Chief Dwayne Hobbs

Chief Eddie Buckholts

Jeff Eady

Mike Blandenburg

Darren Duke

Elaine Corley

Christine Terrell

David New

Angela Redding

Serena Nowell

Interim City Manager

Fire

Director Public Works

Director Finance

Director IT

Director Parks & Recreation

Director Support Services

Director PB & Z (Interim)

Management Analyst

Fincher Denmark

Swearing in: Mayor Elect Angelyne Butler was sworn in by Judge Barbara Caldwell.

Councilwoman Elect Kimberly James was sworn in by Superior Court Judge Geronda V. Carter.

Councilman Dabouze Antoine was sworn in by Judge Ronald Freeman.

Comment Period: Samuel Ibenez, &  
Felicia Davis,  
Butler.

LaWanda Folami,  
Butler.

discussed unity.  
stated her support for Mayor

, stated her support for Mayor

Amend the  
Agenda:

Councilman Antoine made a motion to amend the agenda to consider:

A Resolution to appoint a new City Attorney.

A Resolution to retain Fincher and Denmark LLC in a transitional capacity.

A Resolution to remove all members of the Ethics Board.

A Resolution to name new members to the Ethics Board.

A Resolution to rename 696 Main Street.

A Resolution to rename 803 Forest Parkway.

Direct the Interim City Manager to solicit applications for a new City Manager.

Direct the Interim City Manager to issue a RFP for a forensic audit.

Direct the Interim City Manager to solicit applications for a new Solicitor.

A Resolution to dissolve the Development Authority immediately.

Councilwoman James seconded the motion. The motion carries with four (4) yea's and one (1) no vote by Councilman Mears.

Appointment:  
Interim City  
Manager

Appointment of Interim City Manager.

Councilwoman James made a motion to appoint Angela Redding as Interim City Manager. Councilwoman Wells seconded the motion. Voting for the motion was unanimous in favor of the motion.

Appointment:  
Mayor Pro-tem

Appointment of Mayor Pro-tem.

Councilwoman James made a motion to appoint Councilwoman Latresa Wells as Mayor Pro-tem. Councilman Antoine seconded the motion. Voting for the motion was unanimous in favor of the motion.

Resolution:  
Lobbying Svcs.

Resolution to approve participation in an agreement that Fincher Denmark LLC anticipates executing with Van Scoyoc Associates, Inc. (VSA) on behalf of the Municipalities of Clayton County, Clayton County Government and the Clayton County Board of Education for the provision of lobbying services working before the U. S. Congress with regard to the collection on local sales taxes on aviation fuels and to authorize the

Mayor to execute the Participation Agreement on behalf of the City of Forest Park.

Councilman Antoine made a motion to table this agenda item until the next Mayor and Council meeting. Councilwoman James seconded the motion.

Councilwoman Bagley stated that she is concerned that if we continue to table this until mid-2018 that we will lose the forward momentum that we have and we may not get the same rate from other attorneys or federal lobbyist.

Mayor Butler asked who is the lobbying group? Attorney Nowell stated that it is Van Scoyoc.

Councilman Mears stated that we already have money invested in this and we want to protect it and not lose it.

The motion carries to table the agenda item until the next Mayor and Council meeting with three (3) yea's and two (2) abstentions from Councilmembers Bagley and Mears.

Resolution:  
Naming  
Depository  
for Funds

Resolution by the Mayor and Council of the City of Forest Park, Georgia naming the depositories for funds of the City of Forest Park; authorizing withdrawals of said funds by check or draft; and naming the officers of said City authorized to sign checks or drafts.

Councilman Mears made a motion to approve this Resolution. Councilwoman Wells seconded the motion. Voting for the motion was unanimous in favor of the motion.

Ordinance:  
Temporary  
Loans

Ordinance authorizing temporary loans by the City of Forest Park, under the Constitution of the State of Georgia; Article 9, Section 5, paragraph V; and for other purposes.

Councilman Mears made a motion to approve this Ordinance. Councilwoman James seconded the motion. Voting was unanimous in favor of the motion.

Resolution:  
City Attorney

Resolution to appoint a new City Attorney.

Councilman Antoine made a motion to appoint Michael Williams as the new City Attorney. Councilwoman Wells seconded the motion. The motion carries with four (4) yea's and one (1) no vote.

Resolution:  
Retain Fincher  
Denmark

Resolution to retain Fincher Denmark in a transitional capacity.

Councilman Antoine made a motion to approve this Resolution. Councilwoman James seconded the motion. Councilwoman Wells stated her reason for why she is voting the way she is. The motion carries unanimously in favor of the motion.

Removal:  
Ethics Board

Remove all members of the Ethics Board.

Councilwoman James made a motion to remove all the members of the Ethics Board. Councilwoman Wells seconded the motion. Councilman Mears stated to consider keeping a couple of the standing members for transitional purposes. Councilwoman James stated her reason for voting the way she is. Mayor Butler stated that the previous administration was questionable in appointing the new members and an incoming administration should not be bound by certain processes of an exiting administration. The motion carries with four (4) yea's and one (1) no vote.

Additions:  
Ethics Board

Add new members to the Ethics Board.

Councilwoman Wells made a motion to add the following list of people to the Ethics Board:

Yolanda Watson	John Finch
Karen Brandy Williams	Lois Collins
Gregory Haynes	

Councilwoman James seconded the motion. Councilwoman Bagley suggested tabling this discussion until the next meeting. The motion carries with four (4) yea's and one (1) no vote.

Resolution:  
696 Main St.

Resolution to rename 696 Main Street.

Councilwoman Wells made a motion to rename 696 Main Street to Leonard Hartsfield, Sr. Community Center. Councilwoman James seconded the motion. Councilwoman Bagley stated that when we do the renovation of Starr Park, we were looking to add a street name or something that was more appropriately identified with Mr. Hartsfield rather than the Community Center. I believe this is a retaliatory effort and I would like to see this resolution tabled. Councilwoman Wells stated that this was not retaliatory. Naming the building after

Frank Brandon was retaliatory. We need to put a name on there that has brought something to our city. Councilwoman Bagley stated that in naming the building after Frank Brandon, we did do our homework as to the work Frank Brandon has done in our city and it was decided to name something in the area of baseball that is more fitting for Mr. Hartsfield. The motion carries with three (3) yea's and two (2) no votes.

Resolution:  
803 Forest  
Parkway

Resolution to rename 803 Forest Parkway.

Councilwoman James made a motion to rename 803 Forest Parkway to Forest Park Recreation Center. Councilwoman Wells seconded the motion. Councilwoman James stated that she thought the Recreation Center should not be named after a person. The motion carries with (3) yea's and two (2) no votes.

City Manager:

Direct the Interim City Manager to solicit applications for a City Manager.

Councilwoman Wells made a motion to direct the Interim City Manager to solicit applications for a City Manager. Councilman Mears seconded the motion. The motion carries unanimously in favor of the motion.

Forensic Auditor: Direct the Interim City Manager to issue a RFP for a Forensic Auditor.

Councilwoman Wells made a motion to direct the Interim City Manager to issue a RFP for a Forensic Auditor. Councilman Antoine seconded the motion. Councilwoman Bagley stated that she would like the minutes revisited to see if the City has already paid for a forensic audit so we don't pay for it a second time. The motion carries unanimously in favor of the motion.

City Solicitor:

Direct the Interim City Manager to solicit applications for a new Solicitor.

Councilman Antoine made a motion to direct the Interim City Manager to solicit applications for a new Solicitor. Councilwoman Wells seconded the motion. The motion carries with four (4) yea's and one (1) no vote.

Resolution:  
Development  
Authority

Resolution to dissolve the Development Authority.

Councilwoman Wells made a motion to dissolve the Development Authority immediately. Councilwoman James seconded the motion. Councilman Mears asked who is going to do the job of the Development Authority. Councilwoman Wells stated that the Council will do it. Councilman Mears stated that the Council is not in the real estate business and we need someone who is in that business every day. Councilman Mears stated that we almost got in a situation in the past due to the Council doing the job. Councilwoman James stated that at a later time we can look to restarting the Development Authority. Councilwoman James stated that there are some questionable things and that our Interim City Manager and whoever we find to be our City Manager will be able to take those helms. Councilman Mears stated that we have land buying in the works and we have to take care of that because we don't want to lose it and we are still \$7M or \$8M in the hole and we've got to turn it to keep the pressure off the citizens of Forest Park. Councilwoman Wells stated that this is the URA Board you are referring to. Councilwoman Wells stated that no one right now on the Development Authority is in the real estate business either. They are all volunteers and citizens of Forest Park. Councilwoman Wells stated that her personal reason for wanting the Development Authority dissolved is because she doesn't want the past administration's changes they made before they left to be in control of what goes on in our City. Mike Williams, attorney, was asked his opinion and he stated that the Development Authority's law provides in OCGA 36-62-14 Part D that Development Authorities can be dissolved and later reactivated at the discretion of the City. It provides that all the debts and rights and obligations of the Development Authority as they existed at the dissolution flow back to the City. All those contracts, etc. will be in the hands of the City and then, obviously, decisions will have to be made about going forward project by project. The motion carries with three (3) yea's and two (2) no votes.

Approval of  
Minutes:

Councilwoman Bagley made a motion to approve the minutes of the Work Session Minutes of December 18, 2017. Councilman Mears seconded the motion. The motion carries with four (4) yea's and one (1) abstention.

Ten Percent (10%) Increase: Interim City Manager Increase the Interim City Manager's salary by ten percent (10%).

Councilwoman Wells made a motion to amend the Interim City Manager's appointment with the ten percent (10%) pay increase in salary. Councilwoman James seconded the motion. The motion carries unanimously in favor of the motion.

Legal Matters: None

Adjournment: Councilwoman Wells made a motion to adjourn. Councilwoman James seconded the motion. The motion carries unanimously in favor of the motion.

## **M I N U T E S**

### **SPECIAL CALLED MEETING OF MAYOR AND COUNCIL OF JANUARY 9, 2018**

Call to Order: The Special Called Meeting of Mayor and Council of January 9, 2018, was called to order by Mayor Angelyne Butler at 5:30 p.m.

Present: Mayor Angelyne Butler, Councilmembers Dabouze Antoine, Kimberly James, Sandra Bagley, Latresa Wells and Allan Mears.

Also present were:

Angela Redding  
Mike Blandenburg  
Elaine Corley  
David New  
Jeff Eady  
Christine Terrell  
Darren Duke  
Ed Wall  
John O'Neal

Interim City Manager  
Director Finance  
Director Recreation & Leisure  
Interim Director PB & Z  
Director Public Works  
Director Support Services  
Director Technology  
City Financial Advisor  
Fincher Denmark

Executive Session: Executive Session to discuss personnel, litigation, and real estate matters.

Councilwoman Wells made a motion to enter into Executive Session. Councilwoman James seconded the motion. Voting was unanimous in favor of the motion.

Reconvene: Councilwoman Bagley made a motion to reconvene the Special Called meeting of Mayor and Council. Councilwoman James seconded the motion. Voting was unanimous in favor of the motion.

Ratification: Ratification of the execution of a non-disclosure agreement by the Mayor related to certain development matters at Fort Gillem.

Councilwoman James made a motion for the ratification. Councilwoman Bagley seconded the motion. Voting was unanimous in favor of the motion.

Tax Abatement: Councilwoman James made a motion to authorize the Mayor to execute a letter relative to a 30% tax abatement as part of one of the Fort Gillem potential transactions. Councilwoman Bagley seconded the motion. The motion carries with four (4) yea's and one (1) no vote.

Council Retreat: Mayor Butler stated that a Council Retreat would be beneficial given the climate that we're coming off of with the previous administration. During the Council Retreat, the areas of discussion would be moving forward as a Council and any type of agenda Council may have for their Ward, etc. Mayor Butler extended an open invitation to the Directors to attend.

Councilman Mears made a motion to turn the Council Retreat over to the Interim City Manager to look into the Mayor's recommendations and to find some other options and bring it back to the Council for discussion. Councilwoman Wells seconded the motion. Voting was unanimous in favor of the motion.

Format of Ordinances & Resolutions Mayor Butler asked for a motion to accept the recommendation of legal counsel to reformat the signature lines for the Resolutions and Ordinances. No motion was made.

Discussion led to the present format of signatures on Resolutions and Ordinances to stand.

FAA Legislation: John O'Neal, Fincher Denmark, explained the FAA Legislation.

Councilman Mears made a motion to agree to continue participation in the Fincher Denmark and VSA Lobbying Agreement. Councilwoman Bagley seconded the motion. Voting was unanimous in favor of the motion.

GMA Training: Mayor Butler discussed the Mayor's Day 2018 Conference and other trainings for Mayor and Council.

Ethics Board: Councilwoman Wells made a motion to appoint members to the Ethics Board as follows:

John Finch – Ward 4      Karen Brandy Williams – Ward 2  
Yolanda Watson – Ward 1      Maudy McCord – Ward 3  
Lisa Dukes – Ward 5

Councilwoman James seconded the motion. Voting for the motion carries with three (3) yea's and two (2) no votes.

Adjournment: Councilman Mears made a motion to adjourn. Seconded by Councilwoman Bagley. Voting was unanimous in favor of the motion.

**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 ORDAZ SOCCER ACADEMY FOR THE USE OF FOREST PARK KIWANIS FIELD FOR THE DATES SPECIFIED: FEBRUARY 13, 2018 THROUGH MAY 17, 2018. TO CONDUCT A SOCCER 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 ORDAZ Soccer Academy; and

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

**WHEREAS**, the purpose of this Agreement is to provide ORDAZ Soccer Academy use of Forest Park Recreation and Leisure Services' Kiwanis Stadium as stated in the License Agreement; and

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

**WHEREAS**, ORDAZ Soccer 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' Kiwanis Stadium.

**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 ORDAZ Soccer Academy for the use of Forest Park Recreation and Leisure Services' Kiwanis Stadium to conduct swim practices and games, at a rate of twenty-five dollars (\$25) per hour per date for the use of Kiwanis Stadium.

**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.

**CITY OF FOREST PARK, GEORGIA**

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

\_\_\_\_\_  
Kimberly James  
Councilmember, Ward One

\_\_\_\_\_  
Dabouze Antoine  
Councilmember, Ward Two

\_\_\_\_\_  
Sandra Bagley  
Councilmember, Ward Three

\_\_\_\_\_  
Latresa Wells  
Mayor Pro-tem, Ward Four

\_\_\_\_\_  
Allan Mears  
Councilmember, Ward Five

ATTEST:

\_\_\_\_\_  
Mike Blandenburg, 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 10 day of January, 2018 by and between **ORDAZ Soccer Academy** (hereinafter "OSA") of **Gwinnett 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 **OSA** 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 **OSA** may want to provide vending and/or concession services at **Kiwanis Stadium**.

NOW THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **OSA** 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 **OSA** at a location or locations currently known as **Kiwanis Stadium** in conjunction with its use of the facility. The terms "facility," "facilities," and "area(s)" shall be used synonymously.

1. **OSA** shall be allowed to use the facility(ies) known at the effective date of this Agreement as **Kiwanis Stadium** under the following terms, specifications, and condition

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 **OSA** with facilities for use by **OSA** 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 **OSA** is necessary.
5. Forest Park shall make available to **OSA** those facilities which are suitable to conduct a **Soccer Program** upon recommendation of the Director of the Recreation & Leisure Services Department.
6. **OSA** 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 ensure proper conduct, control, and safety of the participants and shall be interpreted in the sole discretion of Forest Park subject to Paragraph 7, below.
7. It shall be the express responsibility of **OSA** 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 ensure 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 **OSA** 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 **Kiwanis Stadium** and adjacent facilities shall be repaired and paid for by **OSA** when such damages occur during the conduct of its organized activities. The Director of the Recreation & Leisure Services Department, or her designee, shall be solely responsible for determining damages.
10. **OSA** 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. **OSA** 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.

13. 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 OSA.

## ARTICLE II DURATION OF AGREEMENT

1. This Agreement shall be effective on the following dates: **February 13, 2018-May 17, 2018; Tuesday, Thursday, and Saturday.** 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 OSA's use; that in the scheduling of said facilities, activities of the Forest Park Recreation & Leisure Services Department shall have first priority and OSA's events and programs shall have the priority assigned to them by Forest Park.

3. It is expressly understood and agreed by OSA 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 OSA 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 OSA 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, 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 OSA and other users in any manner it deems appropriate to resolve any such conflicts, and OSA agrees to strictly abide by any decision made by any officials of Forest Park in implementing this provision.

## ARTICLE III CONSIDERATION FOR AGREEMENT

1. The consideration for this Agreement shall be payable as follows: **Twenty-five dollars (\$25) per hour per usage of Kiwanis Stadium.** The said amount is due one week prior to usage date. OSA must provide their own cleaning services. Cleanliness must meet the staff's approval.

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

1. OSA represents that it has paid occupation tax in the County of Clayton, City of Forest Park, Georgia, or is otherwise exempt.

2. **OSA** represents that it has provided a copy of its Workers' Compensation Certificate to the City of Forest Park, Georgia, or is otherwise exempt.

3. **OSA** 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. **OSA** 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 **OSA'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 **OSA**, including, but not limited to, reasonable attorneys' fees and costs, if such fees and costs are deemed necessary by Forest Park.

5. The undersigned shall bear ultimate responsibility for all rules and regulations being following during all **OSA** 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.

6. **OSA** 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.

7. 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 **OSA**, agrees to and hereby accepts and acknowledges the indemnification, release, absolution, save and hold harmless and defense clause as set out in Paragraph 4 hereinabove.

## ARTICLE V MISCELLANEOUS

1. Forest Park reserves the right to deal exclusively with **Adriana Vergara**, identified as the **Representative of OSA**, in all matters concerning this Agreement.

2. It is mutually agreed by **Adriana Vergara**, authorized representative of **OSA** and in his/her 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 **Adriana Vergara**, individually and as the authorized representative of **OSA**.

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 and **OSA** reserves the right to terminate this Agreement for non-compliance by issuing ten days' written notice to both parties.

5. Satisfactory performance of the terms of this Agreement rests in the supervisory personnel selected by the governing authority of Forest Park.

6. Employees, aides, staff, helpers, and/or participants and/or any person who 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 **OSA** 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 **OSA'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 party 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 **ORDAZ Soccer Academy**:

3207 Jefferson Circle S.  
Chamblee, Georgia 30341  
ATTN: Adriana Vergara

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 party.

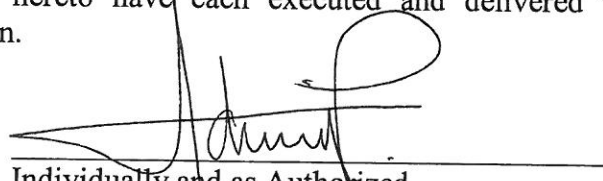
11. No waiver by either party in the performance of any provision of this Agreement shall operate as to be construed as a waiver of any future default, whether like or different in character.

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 and as Authorized  
Representative of **ORDAZ Soccer Academy**

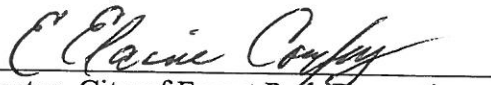
Approved by:

Approved By:

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

\_\_\_\_\_  
City Manager

Reviewed by:

  
Director, City of Forest Park Recreation  
& Leisure Services Department