



Nicholas D. Condrey

Fire Chief

Community with a Heart

**HAPEVILLE FIRE DEPARTMENT**

**Agreement for Ambulance and Emergency Services Equipment**

**Release of Liability for Forest Park Fire and Emergency Services**

This Agreement for Ambulance and Emergency Services Equipment ("Agreement") is made effective as of October 30, 2024, by and between the Hapeville Fire Department ("HFD"), and Forest Park Fire and Emergency Services ("FPFES"). HFD and FPFES may be referred to herein each as a "Party" or, collectively, as the "Parties".

Whereas, HFD is engaged in the business of providing public safety and emergency medical and rescue services to its customers; and

Whereas, FPFES has agreed to allow HFD to use and operate an ambulance vehicle and emergency services equipment contained therein to provide emergency services and medical transport to customers in areas serviced by HFD; and

Whereas, The parties have agreed that the ambulance and emergency services equipment necessary for public safety will be used subject to and in accordance with such terms and conditions set forth herein. Therefore, in consideration of the mutual promises contained herein, the parties agree as follows:

1. NATURE OF AGREEMENT. a. The parties agree that HFD shall take temporary possession of an ambulance owned by FPFES. The Parties agree that while in use by HFD, that the ambulance and Emergency Services equipment will be operated by employees of the HFD. HFD will ensure that all employees who operate the Ambulance are certified, trained and legally able to do so. The parties understand, agree, and acknowledge that FPFES shall retain legal ownership of the ambulance and emergency services equipment while it is in the temporary possession and control of HFD. FPFES shall retain insurance coverage on the ambulance as required by state law. HFD will perform safety inspections

on the ambulance and agree to utilize the ambulance and emergency services equipment in accordance with industry standards while the ambulance and safety equipment is in the possession of HFD.

2. TERM AND TERMINATION. a. Term. This Agreement shall commence on the Effective Date and, unless terminated pursuant to this section, shall terminate at the expiration 1 years (the "Term") unless extended, in writing, by the Parties prior to termination; however, if the Parties agree, the term of this Agreement shall be extended to allow for the provision of ambulance services by HFD. b. Termination for Cause. This Agreement may be terminated by either party with ten (10) days notice of termination. c. Survival. Despite completion of the term or termination of this Agreement for any reason, all provisions in this Agreement containing representations, warranties, releases, defense obligations and indemnities, and all provisions relating to confidentiality, insurance, disclaimer of certain remedies, limitations of liability, dispute resolution and governing law, and all causes of action which arose prior to completion or termination, survive indefinitely until, by their respective terms, they are no longer operative or are otherwise limited by an applicable statute of limitations.

3. INDEPENDENT RELATIONSHIP. This Agreement does not create, and HFD and FPFES stipulate and agree that the said Agreement shall not be construed to create, any agency relationship, employer/employee relationship or master/servant relationship by or between any of the agents and/or employees of HFD and the agents and/or employees of FPFES. To the contrary, HFD in the course and scope of activities in utilizing the ambulance and emergency services equipment under this Agreement is contemplated to be and stipulated to be independent of FPFES for any and all purposes. Each Party has the respective full power and authority to select the means, methods, and manner for performance under this Agreement. Neither Party shall have any power or authority to bind the other.

4. REPRESENTATIONS AND WARRANTIES. a. Authorization. The Parties have the authority to enter into and perform this Agreement and have taken all actions necessary to authorize its execution and performance of the actions described in this Agreement.

5. INDEMNITIES; LIMITATION OF LIABILITY. a. Defense and Indemnity. HFD shall hold harmless FPFES, its affiliates, and their respective directors, officers, employees, operators and agents, from and against any and all claims, demands, complaints or actions ("claims") of 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 HFD 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, breach of this agreement, or violation of law of or by HFD. 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. b. Limitation of Liability; Waiver of Consequential Damages. In no event shall either party have any liability to each other 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.

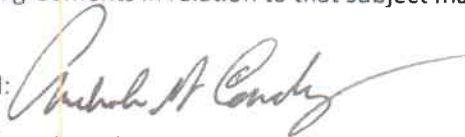
6. COMPLIANCE WITH APPLICABLE LAW: All the provisions of this Agreement shall be expressly subject to the laws of the State of Georgia, all of the applicable laws, orders, rules, and regulations of any governmental body or agency having jurisdiction over the operations, and all emergency vehicles, services, equipment and conduct contemplated hereunder shall be conducted in conformity therewith.

7. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be sent to the Chief of HFD and Chief of FPFES (Responsible Business Person) at the addresses listed below. Notices are deemed delivered when delivered in person or deposited in the mail, postage prepaid, to the addresses indicated on the signature page.

8. DISPUTES AND APPLICABLE LAW. a. With regard to disputes between the Parties, the responsible business persons representing each Party will negotiate in good faith to attempt to resolve such dispute. b. Exclusive jurisdiction for any disputes under this Agreement shall be a court of competent jurisdiction sitting in Fulton County, Georgia, and the Parties consent to personal jurisdiction for such purposes. This Agreement including any addendums thereto shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia, exclusive of the choice of law or conflict of law's provisions thereof.

9. MISCELLANEOUS. a. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other Party. b. Except as otherwise set forth herein, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof. Waiver by either Party of any default of the other will not operate to excuse the defaulting party from further compliance with this Agreement, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. c. This Agreement may be modified or amended if the amendment is made in writing and is signed by both Parties. d. If any term, provision, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, and such invalid or unenforceable term, provision, or covenant shall be deemed modified to the minimum extent necessary to make it consistent with applicable law. e. This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement, and which together will constitute one and the same instrument. f. This Agreement represents the complete and exclusive agreement between the Parties regarding the subject matter of this Agreement, and supersedes all oral and written communications, negotiations, representations or agreements in relation to that subject matter made or entered into before the Effective Date.

Signed and Agreed:



BY: Hapeville Fire Department

NAME: Nicholas D. Condrey

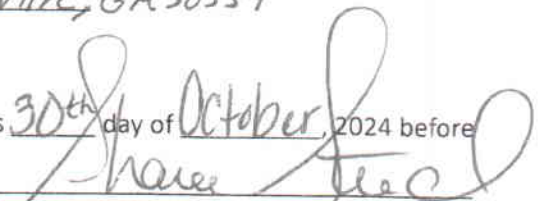
TITLE: Fire Chief

ADDRESS: 3468 North Fulton Ave. Hapeville, GA 30354

DATE: 10/30/2024

Witnessed this 30<sup>th</sup> day of October, 2024 before

Notary Public



BY: Forest Park Fire Emergency Services

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE: \_\_\_\_\_

Witnessed this \_\_\_\_\_ day of \_\_\_\_\_, 2024 before

[Notary Seal]

Notary Public \_\_\_\_\_



# CERTIFICATE OF COVERAGE

ISSUE DATE

5/3/2024

ADMINISTRATOR: 678-361-0886 FAX 404-460-3755 mamurray@lockton.com

Lockton Companies  
3280 Peachtree Road  
Suite 250  
Atlanta, GA 30305

NAMED MEMBER

City of Hapeville  
1050 Crown Pointe Pkwy., Suite 600  
Atlanta, GA 30338

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### Company Affording Coverage

COMPANY A: Georgia Interlocal Risk Management Agency (GIRMA)

COMPANY B:

THIS IS TO CERTIFY THAT THE COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER NAMED ABOVE FOR THE AGREEMENT PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF COVERAGE		POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE		LIMITS	DEDUCTIBLE
<b>GENERAL LIABILITY</b>							
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	HA10	5/1/2024	5/1/2025	EACH OCCURRENCE	\$2,000,000	\$25,000
<input checked="" type="checkbox"/>	OCCURRENCE				FIRE DAMAGE (Any one fire)	\$2,000,000	\$25,000
<input checked="" type="checkbox"/>	GEN'L AGGREGATE LIMIT APPLIES per POLICY				MED EXP (Any one person)	EXCLUDED	
					PERSONAL & ADV INJURY	\$2,000,000	\$25,000
					GENERAL AGGREGATE	\$10,000,000	
					PRODUCTS-COMP/OP AGG	\$10,000,000	\$25,000
					LAW ENFORCEMENT LIABILITY	\$2,000,000	\$25,000
<b>AUTOMOBILE LIABILITY</b>							
<input checked="" type="checkbox"/>	ALL AUTOS	HA10	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT	\$1,000,000	\$25,000
<input checked="" type="checkbox"/>	GEORGIA FLEET				BODILY INJURY (per person)	\$	\$
<input checked="" type="checkbox"/>	HIRED AND NON-OWNED				BODILY INJURY (per accident)	\$	\$
					PROPERTY DAMAGE (per accident)	\$	\$
<b>AUTOMOBILE PHYSICAL DAMAGE</b>							
	NO COVERAGE	HA10	5/1/2024	5/1/2025			\$
	NO VEHICLES OWNED				<input checked="" type="checkbox"/>	SELECTED VEHICLES	
<b>PUBLIC OFFICIALS LIABILITY</b>		HA10	5/1/2024	5/1/2025		\$2,000,000	\$25,000
<b>EMPLOYEE BENEFIT LIABILITY</b>		HA10	5/1/2024	5/1/2025		\$2,000,000	\$25,000
<b>CRIME</b>							
<input checked="" type="checkbox"/>	BLANKET BOND	HA10	5/1/2024	5/1/2025		\$500,000	\$2,500
<input checked="" type="checkbox"/>	DEPOSITORS FORGERY					\$500,000	\$2,500
<input checked="" type="checkbox"/>	MONEY & SECURITIES					\$500,000	\$2,500
<b>PROPERTY</b>							
<input checked="" type="checkbox"/>	BUILDINGS & CONTENTS, including EDP	HA10	5/1/2024	5/1/2025		As per Schedule with GIRMA	\$2,500
<input checked="" type="checkbox"/>	MOBILE EQUIPMENT					Actual Cash Value	\$2,500
<input checked="" type="checkbox"/>	BOILER AND MACHINERY					As per Schedule with GIRMA	\$2,500

### DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Evidence of Coverage.

#### CERTIFICATE HOLDER

Department of Public Health  
Office of EMS and Trauma  
1680 Phoenix Blvd. Suite 200  
Atlanta, GA 30349

#### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

*Margaret Murray*

By: Lockton Companies

#### DISCLAIMER

This Certificate of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or administrator, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.