

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

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

WITNESSETH:

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

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

NOW, THEREFORE, the Parties agree as follows:

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

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

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

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

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

If to Forest Park:

City of Forest Park, Georgia
Attn: City Manager
745 Forest Pkwy
College Park, Georgia 30337
rclark@forestparkga.gov

With a copy to:

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

If to Hapeville:

City of Hapeville, Georgia
Attn: City Manager
3468 North Fulton
Avenue Hapeville,
Georgia 30354
tyoung@hapeville.org

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

[SIGNATURES SHALL APPEAR ON THE FOLLOWING PAGE]

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

CITY OF FOREST PARK, GEORGIA:

By: _____

Name: ANGELYNE BUTLER

Title: MAYOR

ATTEST:

_____(SEAL)
City Clerk

CITY OF HAPEVILLE, GEORGIA:

By: _____

Name: ALAN HALLMAN

Title: MAYOR

ATTEST:

_____(SEAL)
City Clerk

EXHIBIT A
AMBULANCE RENTAL FORM

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

Ambulance No.	
Commencement Date of Rental	
Expiration Date of Rental	

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

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

By: _____
Latosha Clemons, *Chief*

By: _____
Nicholas Condrey, *Chief*

EXHIBIT B
RISK MANAGEMENT REQUIREMENTS

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

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

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

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

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

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

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

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

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

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

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

LIMITS OF LIABILITY:

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

**These are automatic minimums*

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

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

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