MILTON

CITY COUNCIL REGULAR MEETING

City Council Chambers, City Hall
Monday, July 21, 2025 at 6:00 PM

AGENDA

Peyton Jamison, **Mayor**

CITY COUNCIL

DISTRICT 1	DISTRICT 2	DISTRICT 3
Andrea Verhoff–Post 1	Juliette Johnson–Post 1	Jan C. Jacobus–Post 1
Carol Cookerly–Post 2	Doug Hene–Post 2	Phil Cranmer–Post 2

INVOCATION

1) CALL TO ORDER

2) ROLL CALL

3) PLEDGE OF ALLEGIANCE (*Led by Mayor Peyton Jamison*)

4) APPROVAL OF MEETING AGENDA *(Add or remove items from the agenda)*
(Agenda Item No. 25-183)

5) PUBLIC COMMENT (General)

6) CONSENT AGENDA

A. Approval of the July 7, 2025 Regular City Council Meeting Minutes.
(Agenda Item No. 25-184)
(Tammy Lowit, City Clerk)

B. Approval of a Recreation Provider Agreement Between the City of Milton and Revalca Kids LLC dba Kidcreate Studio to Provide Recreational Art Classes and Camps.
(Agenda Item No. 25-185)
(Tom McKlveen, Parks and Recreation Director)

C. Approval of a Professional Services Agreement between the City of Milton and McKinstry Viridis, LLC for Energy Planning Activities for Facilities.
(Agenda Item No. 25-186)
(Sara Leaders, Public Works Director)

D. Approval of a Recreation Provider Agreement Between the City of Milton and Milton Mustangs Swim Club to Provide Youth Swim Team Programming.
(Agenda Item No. 25-187)
(Tom McKlveen, Parks and Recreation Director)

E. Approval of a Recreation Provider Agreement Between the City of Milton and Milton Tennis Center to Provide Youth and Adult Tennis Programming and Camps.
(Agenda Item No. 25-188)
(Tom McKlveen, Parks and Recreation Director)

F. Approval of an Instructor Contract Agreement Between the City of Milton and Morning Starr A. Petronella to Provide Recreational Photography Classes.
(Agenda Item No. 25-189)
(Tom McKlveen, Parks and Recreation Director)

G. Approval of an Instructor Contract Agreement Between the City of Milton and Ranine Badawy to Provide Recreational Teen/Adult Art Programming.
(Agenda Item No. 25-190)
(Tom McKlveen, Parks and Recreation Director)

H. Approval of an Easement Agreement for Ingress and Egress between the City of Milton and Thomas G. Statham, Thomas B. Statham, and Ben G. Statham at 12615 Broadwell Road.
(Agenda Item No. 25-191)
(Sara Leaders, Public Works Director)

7) REPORTS AND PRESENTATIONS

A. FY 2026 Budget Discussion and Feedback.
(Bernadette Harvill, Deputy City Manager)

8) FIRST PRESENTATION

A. Consideration of U25-02 - 14505 Batesville Road by LRF Milton, LLC to request a Use Permit for Rural Event Facility (Sec. 8.7.1.H of the UDC) on 35.87 Acres (reduction from previously approved U14-02/ZM17-01) Within a 6,539 sq. ft. House, 4,296 sq. ft. Atrium Structure, 4,760 sq. ft. Existing Building and Two Gazebos for a Maximum of 250 Attendees.
(**Agenda Item No. 25-192)**
(Diana Wheeler, Interim Community Development Director)

B. Consideration of an Ordinance for the Rescission of an Existing Use Permit for a "Rural Event Facility" located at 14505 Batesville Road.
(**Agenda Item No. 25-193)**
(Diana Wheeler, Interim Community Development Director)

C. Consideration of an Ordinance for the Rescission of an Existing Use Permit for a "Bed and Breakfast" located at 14505 Batesville Road.
(**Agenda Item No. 25-194)**
(Diana Wheeler, Interim Community Development Director)

9) PUBLIC HEARING

A. Consideration of the Issuance of an Alcohol Beverage License to I Love NY Pizza of Milton Inc dba El Castillo Mexican Restaurant, 980 Birmingham Road, Suite 200A, Milton, Georgia 30004.
(Agenda Item No. 25-195)
(Bernadette Harvill, Deputy City Manager)

10) ZONING AGENDA

11) UNFINISHED BUSINESS

12) NEW BUSINESS

A. Consideration of a Resolution to Reimburse the City of Milton's Capital Projects Fund with Greenspace Bond Funding Regarding Properties Acquired on Hopewell Road.
(Agenda Item No. 25-196)
(Sara Leaders, Public Works Director)

13) MAYOR AND COUNCIL REPORTS

14) STAFF REPORTS

15) EXECUTIVE SESSION (*Land Acquisition, Personnel, Litigation, if needed*)

16) ADJOURNMENT
(Agenda Item No. 25-197)

Individuals requiring special accommodations to attend any City meeting should contact 678.242.2500.

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
Signed by: Tom McKlveen D29D4A00CDC8470...
DATE: Submitted on July 1, 2025, for the July 21, 2025, Regular City Council Meeting

AGENDA ITEM: Approval of a Recreation Provider Agreement Between the City of Milton and Revalca Kids LLC dba Kidcreate Studio to Provide Recreational Art Classes and Camps.

SUMMARY:

Revalca Kids LLC, doing business as Kidcreate Studio, is a current recreation provider for the City of Milton. They've offered high quality art classes, workshops, and camps to the residents of the city. All classes and workshops will take place at the Milton City Park and Preserve, Community Place, Bethwell Community Center, and various City of Milton Parks. Approval of this agenda item would continue this relationship.

The Parks and Recreation Advisory Board unanimously recommended approval of the agreement with Revalca Kids LLC dba Kidcreate Studio in the May 15, 2025, meeting.

FUNDING AND FINANCIAL IMPACT:

Revalca Kids LLC dba Kidcreate Studio will operate as a program provider, compensating the City of Milton with a 15% commission on program registration.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

DocuSigned by: Bernadette Harvill ED09D88B47F7499...

Financial Review: Bernadette Harvill, Deputy City Manager – July 11, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 25, 2025
Concurrent Review: Steven Krokoff, City Manager

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

City of Milton Parks & Recreation Department Recreation Provider Agreement

MILTON
PARKS & REC

CITY OF MILTON

Parks and Recreation Department

Recreation Provider Agreement

Program Provider:

REVALCA KIDS DBA KIDCREATE STUDIO

TABLE OF CONTENTS PAGE

Department Mission and Philosophy	3
Recreation Provider Agreement	4
Requirements for Recreation Providers *Association Requirements*	5 - 29
Exhibit "A" Scope of Work	30
Exhibit "B" NCSI Background Check Information	31 - 32
Exhibit "C" City and Park Ordinances & Regulations	33 - 36
Exhibit "D" Federal Work Authorization Form - Contractor	37
Exhibit "E" Federal Work Authorization Form - Subcontractor	38
Exhibit "F" Coaching/Instructor Certification	39
Exhibit "G" Accident/Incident Report Form	40
Exhibit "H" Extreme Weather Policy	42 - 44

DEFINITIONS

ASSOCIATION: A volunteer-run organization permitted by the City of Milton to implement a formal recreation program on City property.

CITY: The City of Milton unless otherwise specified.

DEPARTMENT: The City of Milton Parks and Recreation Department.

OCGA: Official Code of Georgia Annotated.

PRAB: Parks and Recreation Advisory Board of the City of Milton.

PROVIDER: Any organization, business, or Association that delivers recreational services and programming in the City of Milton.

CITY OF MILTON PARKS & RECREATION DEPARTMENT
MISSION AND VISION

Mission
The Milton Parks & Recreation Department is unwavering in its dedication to delivering exceptional parks, trails, state-of-the-art facilities, and a diverse array of both traditional and unconventional recreational programs tailored exclusively for the betterment and enjoyment of our valued residents. Our pursuit is to foster and champion healthy lifestyles, contributing to the excellent quality of life within the Milton community.

Vision
The Milton Parks and Recreation Department will develop and maintain premier parks for active, passive, and mixed-use. We will develop trails that will link key locations within the City of Milton and with other cities. We will offer high-quality programs for people of all ages and abilities. The primary focus will be on recreation level activities with limited opportunities for advanced levels of play.

Core Values
Respect, Excellence, Integrity, Responsiveness, Collaboration, Knowledge, Bold Leadership, Recreation, Inclusiveness, and Health.

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Parks & Recreation Manager		
Tom McKlveen	678-242-2519	tom.mcklveen@miltonga.gov
Community Outreach Manager		
Emily Salerno	678-242-2533	emily.salerno@miltonga.gov
Parks & Recreation Program Supervisor		
Thomas Rhodes	678-242-2610	thomas.rhodes@miltonga.gov
Outdoor Recreation Supervisor		
Jen Young	678-242-2575	jen.young@miltonga.gov
Parks & Recreation Coordinator		
Matthew Graney	678-242-2489	matthew.graney@miltonga.gov
Parks & Recreation Specialist		
Micaela Burke	678-242-2544	micaela.burke@miltonga.gov

THIS IS AN AGREEMENT, made this ___ day of _____, 202___, between:

THE CITY OF MILTON, a municipal corporation organized and operating under the laws of the State of Georgia, acting by and through its governing authority, the Milton Mayor and City Council, and with a business address of 2006 Heritage Walk, Milton, Georgia 30004, hereinafter referred to as the "CITY."
REVALCA KIDS LLC **and**
DBA KIDCREATE STUDIO hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

PROVIDER NAME: REVALCA KIDS LLC DBA KIDCREATE STUDI

ADDRESS: 3000 OLD ALABAMA RD. SUITE 109

CITY/STATE/ZIP: JOHNS CREEK, GA, 30004

PHONE: (678) 620-3917

WEBSITE: https://kidcreate.com/johns-creek

EMAIL: JOHNSCREEKGA@KIDCREATESTUDIO.COM

CITY: City of Milton
Parks and Recreation Department
Attn: Parks and Recreation Manager
2006 Heritage Walk
Milton, GA 30004
678-242-2519
www.miltonga.us
Tom.McKlveen@miltonga.gov

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

REQUIREMENTS FOR RECREATION PROVIDERS

ARTICLE 1.0
PROVIDER's Services and Responsibilities

1.1 PROVIDER shall conduct services generally described as Kidcreate offers high-quality, engaging art classes, weekly classes, Spring, Summer, Winter Camps and events designed for children 3 to 12 years old. at the following locations:
Bethwell Community Center
Milton Community Center

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference. The parties from time-to-time may update the program details (*i.e.*, program goals, specific dates, and scope of new services, and other services) related to the services hereunder via an attached Addendum/Exhibit hereto. If this Agreement is renewed for another year, any updates to the program details shall be provided to the City no later than October 15th of the renewal term, and if agreed to by the City, the same will be attached hereto as an **Exhibit "A."** Any other Exhibits deemed necessary by the Department shall also be provided to the City no later than October 15th of the renewal term.

1.3 The CITY has designated the Director/Manager of Parks & Recreation or his/her designee for the CITY as its contact person, coordinator, and liaison person with the PROVIDER in the execution of the terms of this agreement. The PROVIDER and The Director of the Parks & Recreation Department (hereinafter referred to as the "Department") or his designee, will coordinate the program schedule, which will be approved by Department Director, or his designee, at its sole discretion. Proposed program schedules shall be provided to the Department at least thirty (30) days prior to the start of the activity.

1.4 All registration fees shall be fair and equitable to all participants. (Execution of this Agreement by the CITY shall act as a finding that the fees proposed in **Exhibit "A"** are fair and equitable; any fees not described in **Exhibit "A"** shall be determined fair and equitable in the reasonable discretion of the Department Director or his designee). The fees charged to each participant will be as described in **Exhibit "A"** for residents of MILTON, and a surcharge of 50% more will be charged to each participant who is not a resident of MILTON, up to a cap of

$90.00. The entire balance of this surcharge for non-residents shall be paid to the CITY. PROVIDER registration commissions to the City are addressed in Article 3 of this Agreement.

Associations are required to provide desired registration dates to the Department in time for inclusion in the City website and promotional activity. The City utilizes universal registration dates for each season. Registration periods that do not align with the City's dates must be approved by the Department. The City provides a link to Association websites at www.miltonga.gov. Associations must notify City of any web address changes.

1.5 The PROVIDER can make available a reasonable number of scholarships for participants requiring assistance. Scholarships offered to residents of the City of Milton will result in no payment of commission on the registration to the City of Milton. Scholarships offered to participants who are not residents of the City of Milton will result in no payment of commission on the registration to the City of Milton, however, the PROVIDER is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City. The PROVIDER is responsible for identifying participants who have received a scholarship from the PROVIDER.

1.6 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to procure the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.9 The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, vaping, adult movies,

adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

1.10 Sponsor and team banners are allowed to be displayed at the park on the day of an event only. They must be mounted in a way that does not damage the city property and they must be removed at the end of the day. Banners must not contain any language or images that would be considered offensive or inappropriate around children.

1.11 The facilities shall not be used for any purpose other than those designated within this Agreement, without the written consent of the CITY. The PROVIDER shall not promote any privately-owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately-owned business. The PROVIDER may not use said facilities to conduct personal business, including but not limited to workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **Exhibit "A".** It is further understood that such improper/prohibited action(s) may result in immediate termination of this Agreement and the forfeiture of all compensation due or authorized for payment to the PROVIDER.

1.12 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the FULTON COUNTY BOARD OF EDUCATION as promulgated from time to time.

1.13 PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement.

1.14 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT. This includes recreation programming that is offered through a partnership with the Provider, by a subcontractor.

1.15 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.16 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules, or regulations applicable to the use of the facility.

1.17 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's

and DEPARTMENT's policies, rules, regulations, ordinances and procedures **(Exhibit "C")**, as well as those of the FULTON COUNTY BOARD OF EDUCATION (if operating on Board of Education property), and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities. The cost of repair or replacement of any harm or damage incurred to CITY equipment or facilities shall be the sole responsibility of PROVIDER.

1.18 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.19 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with access to the City's contracted background check platform **(Exhibit "B")**, where a background check must be executed by and for all of the provider's counselors, coaches, volunteers, subcontractors, employees, or any other individuals that will come in contact with a child, and background checks will be completed at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction, such form authorizing the CITY to conduct a search of each such individual's criminal background. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results

1.20 It is the responsibility of the PROVIDER to ensure that 100% of their coaches, instructors, and volunteers complete all legally mandated reporter training programs before being permitted to volunteer, coach, or instruct.

1.21 The CITY may require all participants in all programs to sign a Waiver and Release of Liability.

1.22 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.23 The PROVIDER shall not sublet any CITY facilities to any entity.

1.24 The PROVIDER agrees that it will provide the CITY with a database in an Excel format of the email addresses of the families of all of the participants in the program. This database will be used for the purpose of the CITY conducting an end of season quality survey. The CITY will share the results with the PROVIDER.

The PROVIDER must maintain a favorable quality rating in 75% of the survey responses. Failure to achieve the desired quality ratings will result in an administrative review of the program and PROVIDER.

1.25 The PROVIDER agrees to continually strive to grow the program(s) it is operating. For the facilities provided, the ideal number of participants is identified in the PROVIDER's scope of work **(Exhibit "A").** PROVIDER shall strive to grow to the ideal capacity and maintain that level of participation. Failure to reach the ideal capacity or a decline in the registration will result in an administrative review of the program and PROVIDER.

1.26 The PROVIDER is permitted multiple advanced level (non-recreation level) teams or levels of programming provided that no advanced level team displaces a single recreation-level participant or team, and the advanced level teams must be made up of at least 50% City of Milton residents. Tryouts must be open to all, advertised in the appropriate media for the sport involved.

Open, advertised tryouts must be held prior to advanced level team formation. Players are not guaranteed positions on any teams prior to the first tryout date.

Tryout rosters must be sent to the CITY for verification of residency prior to the completion of tryouts, to ensure accurate information is known by the program as rosters are created.

Rosters for advanced level teams must be submitted to the Department to verify the 50% Milton residency requirement for final approval. Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use CITY facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through Milton's program through the remainder of the season. Any players added late to a roster must help or keep the team's residency percentage at the required percentage. Meaning, if a resident leaves a team mid-season, dropping the residency below the required percentage, only residents can be added to the roster until the residency is at or above 50%.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

1.27 The PROVIDER shall provide sport-appropriate certification and training to all paid and volunteer coaches. Additional certification requirements may be described in the Coaching/Instructor Certification **(Exhibit "F").** In addition, it is the responsibility of the PROVIDER to ensure that all of their program instructors, coaches, volunteer and professional, head coaches and assistants, complete the following basic training programs and background check requirements before being permitted to coach a team, as mentioned in section 1.19. PROVIDER must provide documentation of such training to the CITY upon request.

- Background Check
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Training
- Weather Policies and Procedures
- Extreme Weather Policy

1.28 The Provider shall agree to the Field Playability, Weather Policies and Procedures, Heat and Hydration Guidelines and Cold Weather Policy below.

Field Playability

The Department will determine if fields are playable. Programs will be notified as early as possible if the fields are not playable. Programs are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the City's normal business hours, the Program is responsible for determining field playability. Programs are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost. The CITY shall maintain an online weather hotline at the link below to help communicate the status of the fields.

https://www.miltonga.gov/government/parks-rec/athletic-field-status

Lightning Detection Systems for City Parks

For the safety of all, the City of Milton uses a lightning detection system to determine the safety of play in potentially severe weather at Bell Memorial Park, Legacy Park and Milton City Park and Preserve. When lightning is detected, the system will sound a single long note on the siren. This is the signal to clear all fields, the dugouts, the bleachers and the playground and get to safety. When the system detects that the conditions have improved to a safe level, there will be a series of short blasts from the siren. At this point, play may be resumed unless Department staff direct otherwise or the actual conditions on the field remain unsafe. Failure to adhere to this requirement could result in the termination of the Agreement.

The system has an online status that shows the active countdown, that can be viewed here for all fields: https://www.miltonga.gov/government/parks-rec/athletic-field-status

If the lightning detection system fails to operate or if there is any question about safety notwithstanding the apparent operation of the lightning detection system, refer to the rules below for the Fulton County School fields.

Fulton County School Fields
Upon visual or audible evidence of lightning or thunder, all participants are required to clear the field and seek shelter in a building or vehicle. Play will not be permitted until there is no visual or audible indication of thunder or lightning for a continuous 30 minutes. Every indication of thunder or lightning restarts the clock.

Heat, Hydration and Extreme Cold Weather Guidelines
PROVIDERs must adhere to the Extreme Weather Policy observed by the Department. The policy is attached as Exhibit "H".

Milton Parks and Recreation Department cancels and/or postpones all youth programs and activities whenever Fulton County Schools are closed for inclement weather. Programs shall follow this procedure.

1.29 The PROVIDER is responsible for selecting qualified coaches for their program. Each program shall establish its own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

1.30 The PROVIDER shall be a business or 501c3 that is properly registered with the Secretary of State's office and has a business license issued by the local governing body. When the registration is renewed each year, a copy of the registration is required to be submitted to the City.

1.31 The PROVIDER shall communicate to the Milton Parks and Recreation Advisory Board (PRAB) liaison(s) and Department liaison(s) any and all substantial changes in their program. Each PROVIDER will have a CITY employee liaison and a PRAB liaison. The Department Head will appoint the employee liaison to the organization. The Chairman of the PRAB will appoint the PRAB liaison(s) to the organization on an annual basis. Liaisons must be invited to all PROVIDER board meetings or annual meetings but will not be voting members of the organization.

Each PROVIDER shall communicate to the PRAB liaison(s) and Department liaison(s) any and all substantial changes in their program.

For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the provider that would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of the overall program content (i.e. cheerleading, flag football, fast pitch softball, all stars, select, summer or winter league play, etc.)
- Provider by-laws (if applicable)
- Organization structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

PROVIDERS shall notify liaisons as soon as the idea for a substantial change is included on a PROVIDER meeting agenda. Upon notification by the PROVIDER, the PRAB and/or employee liaison shall communicate the information to the Department Head or his/her designee. Before any action shall be taken by the PROVIDER to implement the substantial change, the PROVIDER may be required to prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the PROVIDER, the citizens of Milton, and the CITY; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department Head to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

Any proposed fee change must be submitted in writing to the Department a minimum of sixty (60) days prior to the planned implementation.

The Department shall determine the level of approval needed for the PROVIDER to implement the substantial change. The approval levels are noted as follows:

a. PROVIDER and organization members only
b. Department Head or his/her designee
c. Milton Parks and Recreation Advisory Board
d. Milton Mayor and City Council

1.32 Records of the PROVIDER or any members of the PROVIDER, that are prepared and maintained or received by the PROVIDER or any of its members in the course of providing services on behalf of Milton, are "public records" under the Open Records Act. Therefore, such records are subject to production if a

request for such records is made under the Open Records Act. In the event that an Open Records Act request is delivered to the City of Milton for PROVIDER records pertaining to the service being provided on behalf of Milton, the City of Milton will require, and the PROVIDER agrees to provide timely assistance in responding to such request. Upon receiving an Open Records Act request for PROVIDER records, the City of Milton will promptly forward the request to the PROVIDER. All responsive documents shall be provided to the CITY by the PROVIDER within 24 hours of the CITY's notification; or, if the records cannot be assembled that quickly, then within 24 hours, the PROVIDER will identify what records are responsive and provide the City of Milton with a list of such records and a timeline for when the requested documents will be assembled and provided. Delivery of the Open Records Act request from the CITY to the PROVIDER may be delivered via email or phone call. All Open Records request responses shall be emailed to the Director of Parks & Recreation or his designee (if specified in the communication relaying the request).

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. Any equipment provided by the CITY must first be agreed upon in writing between the PROVIDER and CITY. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws. PROVIDER shall coordinate storage of equipment at school facilities with the principal of the school located at the facility, if applicable.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs, with the exception of fundraising activities, in which other appropriate items such as gifts and food/drink may be sold. Fundraising activities conducted by the PROVIDER will be permitted. The PROVIDER shall obtain the CITY's approval of any fundraising activities and sale of merchandise prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in writing. If agreed upon, sharing storage space with another PROVIDER is expected. Any storage building or room is not the property of the PROVIDER. Each PROVIDER is expected to work together in their shared space, keep the facility neat and clean, and keep the facility secured. Failure to do so may result in expulsion from the storage facility.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity, and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be canceled, and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

2.6 On all of the fields at Bell Memorial Park, blue tooth interfaces to the scoreboards have been installed. There is an app available to interface with the blue tooth device which eliminates the need for the external scoreboard controllers. Go to www.singlescore.com for the app.

Scoreboard control boxes may still be used under the following guidelines:

a. The PROVIDER must acknowledge use and responsibility of all scoreboard controllers prior to the start of the season;
b. Scoreboard controllers that are damaged, lost or destroyed must be immediately reported to the Department;
c. A minimum of thirty (30) days should be expected for all repairs;
d. The PROVIDER shall be responsible for the cost of repairs or replacement of any lost or damaged scoreboard controllers;
e. Scoreboard controllers must be stored at the park in the storage room;
f. Scoreboard controllers are mated to specific scoreboards and must remain with their respective mate; and
g. The PROVIDER must turn all scoreboards off each evening at the conclusion of activities and assure that scoreboard controllers are properly secured in the storage closet.

ARTICLE 3.0
Compensation and Method of Payment

3.1 In consideration of the CITY authorizing the PROVIDER to furnish the services described herein and to keep a portion of the revenues obtained from furnishing such services (as provided herein), the PROVIDER agrees to furnish the services pursuant to the terms of this Agreement, including but not limited to the releases and indemnities contained herein. Further, the CITY shall be entitled to a commission consisting of 15 % of the registration fees paid by all program participants to the PROVIDER. In consideration for providing the services described herein, the PROVIDER shall be entitled to 85 % of such fees paid, exclusive of the 50% non-resident surcharge described in Section 1.4. The 50% non-resident surcharge (capped at a maximum of $90.00) is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER as part of initial registration, i.e. PROVIDER costs for uniforms, standard participant equipment and/or pictures to participants.

3.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, to the CITY within 30 days of the close of registration for each program. The list shall be provided in a Microsoft Excel format and shall include each player's name, residential street address, city, zip code, email address, age/program and resident registration rate. All PO Box addresses submitted will be considered non-residents. The Department will use the list to verify the resident status of registered players. The CITY will use the email address list to distribute an end of season Participant Satisfaction survey. CITY shall not use the list to promote Department programs without prior consent of the PROVIDER. The PROVIDER is responsible for identifying participants who have received a scholarship such that they are not included on the CITY registration commission invoice. After the CITY has verified residency of participants, the CITY will issue an invoice to the PROVIDER for registration commissions and non-resident fees payable to the CITY and then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Payments will be made to the CITY within fifteen (15) business days of PROVIDER's receipt of each invoice.

3.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

3.4 PROVIDER is not allowed to require an admission fee or a parking fee to any PROVIDER program or event, unless the Director of Parks and Recreation or his/her designee provides written approval.

For special tournaments and events, a team registration fee may be collected. The PROVIDER must obtain written approval from the Director of Parks and Recreation or his/her designee prior to the event where a team registration fee will be collected. For such events, field rental fees may apply.

3.5 The PROVIDER will adhere to fee policies set by the City, including fees that may not yet be currently established.

ARTICLE 4.0
independent PROVIDER

4.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

4.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 5.0
Insurance

5.1 CITY shall not have any insurance obligations related to this Agreement, and PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

5.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. The Certificates of Insurance and endorsements for each policy are to be issued by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. Further, the PROVIDER shall provide complete certified copies of current insurance policy(ies) and/or a certified letter from insurance company(ies) if requested by the CITY. These Certificates of Insurance provided shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

5.4 Commercial General Liability insurance must be maintained for comprehensive coverage including for bodily injury and personal injury, sickness, disease and death, and property damage. Exposures to be covered are: premises, operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

$1,000,000	Combined Single Limit – each occurrence
$2,000,000	Combined Single Limit – general aggregate
$1,000,000	Personal Injury

PROVIDER shall have its insurer name the City of MILTON as an additional insured on its General Liability policy.

PROVIDER shall also have its insurer name the FULTON COUNTY BOARD OF EDUCATION as an additional insured on its General Liability policy.

5.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	$100,000 each accident
		$500,000 Disease-policy limit
		$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption; provided that CITY may reject such claim, and CITY's acceptance of such claim shall not affect this obligation should claim of exemption be determined inaccurate or false.

5.6 PROVIDER shall also maintain Directors and Officers insurance with limits of at least $500,000.00, in a policy separate from the Commercial General Liability insurance policy. Areas of coverage must include allegations of: wrongful termination; failure to hire or promote; discrimination, including sexual harassment; failure to accommodate disabilities; and claims alleging mental anguish and emotional distress. Claims-made coverage must cover the preceding six years or the length of time the Program has been operating in the CITY, whichever is less. The policy must include the CITY as an additional insured.

5.7 PROVIDER shall include all subcontractors as insureds under its policies or shall ensure each subcontractor complies with the insurance requirements provided herein, including but not limited to naming the CITY as an additional insured.

ARTICLE 6.0
Term and Termination

6.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated at the close of this four (4) week period, at which

time the CITY may terminate this Agreement if the requirements herein have not been met or the CITY is otherwise unsatisfied with the program in its sole discretion.

6.2 The term of this Agreement shall commence upon the later of **October 1, 2024,** or date of execution hereof, and shall remain in effect until September 30, 2025, and shall automatically renew absent written notice of non-renewal from either party, or unless terminated sooner as provided in this Article (provided that the term hereunder may be subject to the automatic termination and automatic renewal provision as set forth below)(the "Term"). To the extent there is any payment obligation on the part of the CITY hereunder, and the Term hereunder continues beyond the fiscal year in which this Agreement is executed (*i.e.*, neither party provides notice of non-renewal), the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of CITY on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year of the Term absent CITY's provision of written notice of non-renewal to the PROVIDER at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property (to the extent any transfers under this Agreement) shall remain in PROVIDER until fully paid for by City.

6.3 PROVIDER's violation of any term set forth in this Agreement may result in termination of this Agreement by written notice. This Agreement may also be terminated by the CITY for convenience and at the sole and exclusive discretion of the CITY upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein. This Agreement may be terminated by the CITY immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

6.4 This Agreement may be terminated by PROVIDER upon giving at least sixty (60) days written notice of termination to the CITY.

6.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation, or as soon as the cancelation is confirmed.

6.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

6.7 Upon termination or expiration of this Agreement, PROVIDER shall provide payment to the CITY of any commission or surcharge due up to the termination date.

6.8 The rights and remedies of the CITY and PROVIDER provided under this Article 7 are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6.9 The CITY shall have the right to terminate this Agreement upon failure of PROVIDER to perform its obligations to the reasonable satisfaction of CITY. Prior to exercising this right of termination, CITY shall provide PROVIDER with a written notice specifying PROVIDER's failure to perform, and providing PROVIDER with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the CITY, to cure its deficiency. In the event that PROVIDER fails to cure the deficiency, or in the event of any subsequent failure to perform, CITY shall have the right to immediately terminate the Agreement by providing written notice of termination to PROVIDER.

6.10 PROVIDER shall have the right to terminate this Agreement upon failure of CITY to perform its obligations to the reasonable satisfaction of PROVIDER. Prior to exercising this right of termination, PROVIDER shall provide CITY with a written notice specifying CITY's failure to perform, and providing CITY with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the PROVIDER, to cure its deficiency. In the event that CITY fails to cure its deficiency, or in the event of any subsequent failure to perform, PROVIDER shall have the right to immediately terminate the Agreement by providing written notice of termination to CITY.

Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.

ARTICLE 7.0
Indemnification

7.1 PROVIDER covenants and agrees to take and assume all responsibility for the services provided in connection with this Agreement. PROVIDER shall defend, indemnify and hold harmless the CITY, the FULTON COUNTY BOARD OF EDUCATION, and the CITY and FULTON COUNTY BOARD OF EDUCATION's trustees, elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees, paralegal fees, and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the performance of services described herein, or operations by the PROVIDER (including but not limited to the operations as set forth in Section 1.17

herein), any subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party by any employee of the PROVIDER, its subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 8.0
Americans with Disabilities Act; Nondiscrimination

8.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

8.2 PROVIDER's decisions regarding the delivery of services, including participation in any park or program, under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

8.3 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, PROVIDER, for itself, its assignees and successors

in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations of the laws cited above, and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

ARTICLE 9.0
Association Requirements (if applicable)

9.1 In order to qualify as a recognized Association and operate on City of Milton property, the Association must adhere to certain minimum legal and organizational requirements as set forth in this Agreement. Each Association must indicate its intent and ability to comply with these requirements by signing this Agreement prior to the operation of any activity on CITY property.

9.2 These requirements are necessary in order to ensure the safety and well-being of all participants. The CITY retains the right to change the requirements of this Agreement at any time, without advance notice, as it deems appropriate, and any such changes will be binding on any signatory to the Agreement. The CITY will endeavor to communicate any changes made to this Agreement to the Association within five (5) business days after the change has been made and approved.

9.3 The signing of the Agreement indicates the Association's assumption of the financial responsibility for its program, as well as the management of the program participants and volunteers. The CITY will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the Agreement. The requirements are as follows:

1 CORPORATE REGISTRATION

Each must be a federally registered 501(c)3 non-profit organization and licensed to operate in the State of Georgia. Proof of the current registration status must be on file with Milton Parks and Recreation Department ("Department").

2 BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Agreement.

3 ELECTION OF OFFICERS

Each Association shall have a Board of Directors ("Board"), which shall be the governing body of the Association for the operation of the affairs of the Association as documented in the bylaws. Each Association Board must be comprised of a majority of Residents upon election or appointment. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least two weeks prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

4 ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Associations must provide copies of meeting minutes from Association membership and Board meetings to Association members and the CITY. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing Board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5 FINANCIAL REPORTS

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the Association at any reasonable time. The CITY assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the CITY, on July 15th or within ten (10) business days following demand thereof, an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit and loss statement, or otherwise provide to the CITY other documentation evidencing that the Association is not insolvent or bankrupt.

6 CAPITAL IMPROVEMENTS

Capital improvements may be suggested by the Association for budgetary consideration. Financial partnerships (50/50) between the Associations and the Department for mutually agreed upon projects are encouraged.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed by each party with the same formality and equal dignity herewith.

10.2 This Agreement is not transferable or assignable, and PROVIDER agrees not to delegate, transfer or assign the performance of any services called for in the Agreement without prior express written consent from the CITY. As to any approved subcontractors, the PROVIDER shall be solely responsible for reimbursing them, and the CITY shall have no obligation to them.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the CITY should the CITY be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 The individual executing this Agreement on behalf of PROVIDER agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity and has obtained all necessary approvals to execute and bind PROVIDER to the terms of this Agreement. Accordingly, the CITY and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 Books, records, documents, account ledgers, data bases, and similar materials relating to the services performed under this Agreement ("Records") shall be established and maintained by PROVIDER in accordance with requirements prescribed by the CITY and applicable law. Upon request, the PROVIDER shall furnish to the CITY any and all Records related to matters covered by this Agreement in the form requested by the CITY. The PROVIDER will permit the CITY or CITY's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

10.9 No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by PROVIDER with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by PROVIDER with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

10.10 Pursuant to O.C.G.A. § 13-10-91, the CITY shall not enter into a contract for the physical performance of services unless the PROVIDER shall provide evidence on CITY-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and PROVIDER's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The PROVIDER hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D",** and submitted such affidavit to CITY. Further, PROVIDER hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the PROVIDER employs or contracts with any subcontractor(s) in connection with the covered contract, the PROVIDER agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the

subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, PROVIDER agrees to provide a completed copy to the CITY within five (5) business days of receipt from any subcontractor.

PROVIDER agrees that the employee-number category designated below is applicable to the PROVIDER.

____ 500 or more employees.
____ 100 or more employees.
__X__ Fewer than 100 employees.

PROVIDER hereby agrees that, in the event PROVIDER employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the PROVIDER will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

10.11 PROVIDER represents that it has reviewed and become familiar with this Agreement and has notified the CITY of any discrepancies, conflicts, or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the event of a conflict as to the duties and responsibilities of the Parties under this Agreement, this Agreement shall govern over any Exhibit, and the Exhibits shall govern in the order attached hereto.

10.12 Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of the CITY. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto.

Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.13 This agreement may be executed in counterparts, each of which shall constitute an original.

10.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, and PROVIDER submits to the jurisdiction and venue of such court.

10.15 Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

10.16 The PROVIDER acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the PROVIDER under this Agreement were funded by the taxpayers of the CITY and are leased or owned by the CITY, and further due to the fact that the recreation fees generated from the availability of such fields, the PROVIDER is subject to the Open Records and Open Meeting laws of the state of Georgia. The PROVIDER agrees to comply with those laws. To the extent that the PROVIDER is uncertain or needs assistance as to proper compliance with such laws, the CITY may provide assistance and guidance, but not legal advice, regarding same. The PROVIDER further agrees that all books and records of the PROVIDER shall be made available to the City of Milton as and when requested for review or audit.

10.17 Neither the CITY nor PROVIDER shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a faillure to perform), any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of PROVIDER; (f) delay or failure to act by any

governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

10.18 Hosting of camps and tournaments involving participants from outside the PROVIDER'S own program along with participants in the PROVIDER'S own program is allowed but requires coordination with and written consent of the Department. PROVIDER must seek approval from the CITY to host outside camps and tournaments at the parks at least thirty (30) days prior the proposed event. Field or facility rental fees and staff fees may be applicable for these types of events as determined by the Director or his/her designee. The CITY reserves the right to require liability waivers, proofs of insurance, or other forms of protection from outside participants as a condition of consent to such events.

10.19 The PROVIDER is specifically not permitted to sublet facilities to any individual or organization. The PROVIDER'S Agreement will authorize the PROVIDER'S own use only. The CITY reserves the right to restrict facility use on dates when there are special City/Department events. These dates will be communicated to the PROVIDER no less than thirty (30) days prior to the event.

10.20 The PROVIDER is allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for the PROVIDER to assist the CITY in funding capital projects benefitting the parks and facilities they use. The PROVIDER is not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization or individuals and businesses that compete with contractual obligations of the CITY. Sponsors must be in good taste and appropriate for CITY park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in CITY parks).

Details of how sponsorship opportunities may be implemented shall be discussed with and approved by the Department Director or his/her designee.

10.21 If damage to a field or facility occurs because of misuse or abuse (misuse to include, but not limited to: failure to rotate goals, practice or play in inclement weather conditions, damage to flooring, etc.) by the PROVIDER, the CITY will require the PROVIDER to pay for any and all costs necessary to repair the damaged area. The use of any form of metal cleats is strictly prohibited on the artificial turf fields.

10.22 PROVIDERs are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This

includes all facilities, playing areas, walkways, restrooms, concession stands, dugouts, etc.

10.23 Nothing within this agreement shall be construed as a waiver of governmental immunity, official immunity, or sovereign immunity by the CITY, its officers, or employees.

10.24 Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department – 678-242-2519 or Tom.McKlveen@miltonga.gov

I hereby acknowledge and understand that the PROVIDER, which I am authorized to represent, will abide by, and comply with the terms and conditions set forth in this Recreation Provider Agreement as well as all of the applicable policies, procedures, guidelines, and rules of the CITY. I understand that failure of the PROVIDER or any of its members to comply with any applicable requirement may result in termination of this Agreement with the CITY.

PROVIDER:

By:_____
[President/Vice President if Corp.]

Name: Rocio Vale
(Typed or Printed)

Date: 03/14/2025

Attest:_____
PROVIDER Secretary [if Corporation]

Name: Federico Giraldo
(Typed or Printed)

Date: 05/30/2025

[AFFIX CORPORATE SEAL]

CITY:

By:_____
Peyton Jamison, Mayor

Date:_____

By:_____
Tammy Lowit, City Clerk

Date:_____

[CITY SEAL]

Approved as to form:

Signed by:
Jennifer McCall 6/25/2025
B433E81F7AF148A...
City Attorney Date

EXHIBIT "A"

[INSERT SCOPE OF WORK (INCLUDING BUT NOT LIMITED TO FEES, SCHEDULE INFORMATION, AND MINIMUM NUMBER OF PARTICIPANTS)]

- Description of each program or class offered
  - Detailed description of the class or program
  - Minimum/maximum number of participants
  - Cost
  - Number and duration of the season or class schedule (ex: once per week for eight weeks)
  - Ages offered

For Spring and early summer programming at Bell Memorial Park's natural grass fields, ALL field usage will end on the first Sunday after July 4th for field renovations.

	Spring	Summer	Fall	Winter
Ideal Capacity *per most appropriate offering size* (season, class, etc.)	**Weekly Art Classes Every Wednesday 6 to 20 Kids 5 to 12 Years Old**	**3 Summer Camps Monday to Friday 6 to 20 Kids 5 to 12 Years Old**	**Weekly Art Classes Every Wednesday 6 to 20 Kids 5 to 12 Years Old**	**Weekly Art Classes Every Wednesday 6 to 20 Kids 5 to 12 Years Old**
Previous Season Participation	10-16 Kids	8-18 Kids	10-16 Kids	10-16 Kids
Growth Goal for Season	20%	20%	20%	20%

EXHIBIT "B"

BACKGROUND CHECKS

Screening Information

NCSI offers the city a comprehensive system to manage background checks, ensuring that every adult working directly with youth participants meets our strict safety standards. This extra level of oversight is a proactive measure safeguarding the quality of our programs. Each program will pay a $23.00 screening fee per coach, instructor, and volunteer, covering both the initial screening and an automatic free recheck in the second year—making it an extremely affordable and quality tool to keep our youth programs safe.

Steps to completing background check

EXAMPLE EMAIL you will receive from NCSI rep

Hello (Name),

I am excited to get you started using the NCSI background screening platform. You may log into your dedicated background screening portal by clicking the link below. Please note that our platform will not work to the best of its ability through the Internet Explorer browser. We suggest using Google Chrome for the best experience.

Login Link

FIRST-TIME LOGIN INFO FOR ADMINISTRATORS

Please use the following username and temporary password for your initial login. You will be prompted to create a unique password from the temporary one assigned below. You will also set up Multi-Factor Authentication information. Once you are logged in, you can begin exploring your website portal.

Username:
Temporary Password: **ncsi1p@ssword**

To request additional users to the platform contact support@ncsisafe.com with the following:

- Your account name
- The full name of the user
- User email address

- Level of access the user will require

HOW TO SUBMIT BACKGROUND SCREENINGS

NCSI has designed a secure URL for your registrants to complete an application for background screening. Please share the below link with your registrants to fill out all the required information, and FCRA compliant consent and authorization forms. The application will deliver directly to our system so our team may begin the background screening process. For more information on this process, please see the attached user guide.

NAVIGATING THE SYSTEM

You will find FAQs and other helpful documents on the platform by clicking "help" on your profile badge in the top right corner. I have also attached a user guide to help you navigate the system. Our Client Services Team is available to help answer your questions as you begin to use the NCSI platform. Please call us by phone between 9AM-5PM EST, at 866-996-7412 X 2, or you can send an email anytime to support@ncsisafe.com.

Please let me know if you have any questions about your account or the background screening portal.

Thank you,
Steven Galeano | Client Services Team Lead
NCSI Background Screening User Guide.pdf

EXHIBIT "C"

City of Milton Parks Ordinances & Park/Facility Regulations

CITY OF MILTON PARKS ORDINANCES

Programs are responsible for adherence to all City and park ordinances. A collection of applicable ordinances is shown below, subject to the caveat that ordinances are amended from time to time; these ordinances may not be fully current; and other ordinances not shown here may be relevant depending on the activity.

Sec. 34-22. - Prohibited acts.

(a) Alcoholic beverages. Unless a public facilities permit has been obtained under Chapter 4 of this Code, it shall be unlawful for any person to possess and consume any alcoholic beverage, or be under the influence of alcoholic, malt and vinous beverage, within any public park and within any building or facility under the supervision of the city recreation and parks department.

(b) Firearms. It shall be unlawful for any person to discharge any firearm within the city parks in accordance with the authority vested in the city by the general assembly in accordance with O.C.G.A. § 16-11-173. Signs shall be posted at city parks stating the following:

"In accordance with O.C.G.A. § 16-11-173 and the City Code of Milton, the discharge of firearms in city parks is prohibited."

(c) Fireworks. It shall be unlawful for any person to possess or use fireworks, as defined in O.C.G.A. 25-10-1(a)(1), in any of the city parks, unless written permission for such has been authorized by the mayor and city council.

(d) Injuring public property. It shall be unlawful for any person to cut, break, mutilate, deface, or in any other manner destroy or injure any public property, real or personal, belonging to, owned by, or leased or used by the city.

(e) Killing wildlife. It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the acts mentioned in this subsection to any animal or wildlife within any of the city parks without the city manager's written permission.

(f) Motor vehicles. It shall be unlawful for any person to drive, operate and park any motor vehicle, mini-bike or motorcycle within any city park, except in areas designated for such use. This section does not apply to city employees or agents

when municipal duties require them to drive over said park or to park their vehicles or equipment at such locations in order to perform city business.

(g) Noises. It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the city parks, according to the city's noise regulations.
(h) Park hours. All city parks that have lighted athletic fields shall be closed between the hours of 10:30 p.m. and 6:00 a.m. All other parks shall be closed from dusk until dawn. No person shall be authorized to be on the premises or property of any city park when they are closed, except authorized city employees or persons engaged in activities authorized by the recreation and parks director, or the city manager.

(i) Pets. All pets must be on a leash and the owner is responsible for the disposal of pet waste. All pets are prohibited on athletic fields, unless written permission for such has been authorized by the city manager or the recreation and parks director.

(j) Permit required. It shall be unlawful for any person to engage in any activity in the city parks which requires a permit or ticket without first obtaining such permit or ticket.

(k) Polluting water in parks. It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the city.

(l) Posting signs. It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks. It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such.

(m) Skateboards. It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the city unless otherwise designated by signage or published rules.

(n) Smoking. It shall be unlawful for anyone to smoke in the park.

(o) Speed limit. It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the city at a greater speed than 15 miles per hour.

(p) Swimming in lakes. It shall be unlawful for any person to swim in or enter any lake at any park in the city for the purpose of swimming or wading unless a permit for such has been issued by the city recreation and parks department or an

authorized representative, or such person are conducting recreation department business.

(q) Urban camping. It shall be unlawful to reside or to store personal property in any park owned by the city. Furthermore, it shall be unlawful to use any public place, including city parks, for permanent living accommodations purposes or camping, except in areas specifically designated for such use or specifically authorized by permit.

(Ord. No. 07-01-03, § 1(ch. 8, art. 1, § 4), 1-18-2007; Ord. No. 07-08-42, § 1(ch. 8, art. 1, § 4), 8-23-2007; Ord. No. 14-10-225, §§ 1, 2, 10-20-2014); Ord. No. 15-03-237 , § 1, 3-16-2015)

PARK/FACILITY REGULATIONS

1. Programs conducting youth activities on City facilities must have an appropriate number of adults supervising the activities conducted by the Program from the outset to the conclusion of the activity.

2. Spectators, Parents, Coaches, or Officials of a Program must display appropriate conduct while operating activities on City facilities. Continuous failure to do so could result in the termination of the right to use City facilities. All Programs must enact and enforce a policy of ZERO tolerance for abusive behavior while at a Program event on-site or at an away facility.

3. The park belongs to all of the residents of Milton. All Programs are asked to enact and encourage a policy of "Leave It Cleaner Than When You Arrived" with regards to all elements of the park. The Program is responsible for cleaning the area around athletic fields, dugouts and walkways. This must be completed upon the conclusion of each activity.

4. Program representatives are responsible to report any and all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.

5. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.

6. Bicycles, roller blades, skateboards, hover boards etc. are prohibited on walkways and other designated areas.

7. No game shall begin after 9:00 pm, and every effort should be made to conclude by 10:00 pm. The park lights will go off at 10:30 pm

8. Parks may not be used for golf practice.

9. Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. FOR THE SAFETY OF ALL, PET OWNERS ARE REQUIRED BY LAW TO OBEY FULTON COUNTY LEASH LAWS WHILE VISITING CITY OF MILTON PARK FACILITIES.

10. The use of unmanned aerial vehicles (UAVs) or drones is prohibited at all active parks within the City.

11. Music may be played in the park at a volume that does not interfere with other activities. Any organization that receives a reasonable request to lower the volume must do so or risk cancellation of scheduled activities. All music played at the park must be in compliance with the current noise ordinances of the City. Music played must not contain inappropriate language (e.g., containing sexually explicit, degrading, or violent words or themes) and must be family friendly. DJs are not permitted without a special use permit.

12. Synthetic multi-sport field rules & restrictions:

    a) No pets of any kind
    b) No food or beverages, including gum, seeds, nuts, sports drinks or soft drinks
    c) ONLY PLAIN WATER IS ALLOWED
    d) No glass containers
    e) No smoking or tobacco products of any kind
    f) No playing golf
    g) No tent stakes, spikes, etc. may be driven into the turf
    h) No metal or detachable cleats – only sneakers or molded plastic cleats
    i) No painting, chalking or marking field
    j) No vehicles, bikes, scooters, skateboards, roller- or inline skates, strollers or hover boards
    k) No grills, fireworks or fires of any kind
    l) Do not pick or pull grass fibers or infill material
    m) Goals may be moved but they are to be LIFTED and moved as needed, NOT DRAGGED
    n) Do not throw, kick, hit or whip a ball into surrounding fences

EXHIBIT "D"
Contractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1883471
eVerify Number

09/12/2022
Date of Authorization

Revalca Kids LLC DBA Kid
Name of Contractor

Name of Project

City of Milton, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on October 7, 2022 in Alpharetta (city), GA (state).

Signature of Authorized Officer or Agent

ROCIO VALE
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 7th DAY OF October, 2022.

NOTARY PUBLIC

AJITHA MUTOPURI NOTARY PUBLIC GEORGIA FULTON COUNTY EXPIRES April 13, 2026

[NOTARY SEAL]

My Commission Expires: April 13th, 2026

EXHIBIT "E"
Subcontractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
eVerify Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

City of Milton, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:_____

EXHIBIT "F"
Coaching/Instructor Certifications

PROVIDER must require that a minimum of one (1) coach/instructor per team/class is to maintain a certification in good standing. The following are approved certifications: NYSCA, Simply the Best, A.C.E., A.C.E.P., Doyle, GHSA, GYSA, US Youth Soccer, Higher Ground, US Lacrosse Association, USA Football, and National Cheerleading Association.

Contingent on the CITY's approval, the PROVIDER may include additional certifications not previously mentioned in the Agreement (list below). Records of certifications are to be sent to the Parks & Recreation Department within two weeks of the season start.

ACTIVITY/SPORT:

_____

ACCEPTABLE COACHING/INSTRUCTOR CERTIFICATIONS:

1._____

2._____

3._____

4._____

5._____

6._____

7._____

8._____

EXHIBIT "G"
City of Milton
Accident / Incident Report Form

Date of accident/incident _____
Time of accident/incident _____
Facility where accident/incident occurred
_____
Specific location of accident/incident within the facility_____
Number of persons involved _____ Police notified ☐ Y ☐ N
EMS notified ☐ Y ☐ N

Information on persons involved in the accident/incident:

NAME (please print)	PHONE	Under the age of 18
	Day: Evening:	☐
	Day: Evening:	☐
	Day: Evening:	☐

Information on witnesses to the accident/incident

NAME (print)	SIGNATURE	PHONE
		Day: Evening:
		Day: Evening:
		Day: Evening:
		Day: Evening:

ACCIDENT/INCIDENT SUMMARY:

If applicable, who offered treatment options:

_____

Did the injured party waive treatment ☐ Y ☐ N
Photos of accident/incident site taken ☐ Y ☐ N

Person completing form _____ _____
Print name Signature

Date _____

Person completing form _____Day Phone_____Evening phone

Take photographs of the accident/incident site as soon as practical but within 24 hours of the accident/incident
Fax or email form to the Parks and Rec Dept at 678-242-2499 or
parksandrec@miltonga.gov

EXHIBIT "H"
Extreme Weather Policy

1. Heat & Hydration Guidelines

- **Heat Monitoring:** The City of Milton will provide current field temperatures between 3 p.m. and 4 p.m. on weekdays and periodically throughout the weekend. Temperatures above 90 degrees will be communicated to relevant programs. A wet-bulb thermometer will be used to measure the Wet Bulb Globe Temperature (WBGT), which assesses the cooling effect as moisture evaporates from a surface.
- **Activity Heat Index Policy:**
    - **WBGT 82.0-86.9 Degrees:** Use discretion for intense or prolonged exercise. Monitor at-risk players carefully. Provide at least three separate water/rest breaks per hour, each lasting a minimum of 4 minutes.
    - **WBGT 87.0-89.9 Degrees:** Limit practice time to two hours. For football, players should wear only helmets, shoulder pads, and shorts during practice. All protective equipment must be removed for conditioning activities. If the WBGT rises to this level during practice, players may continue in football pants without changing to shorts. All sports should provide at least four separate water/rest breaks per hour, each lasting a minimum of 4 minutes.
    - **WBGT 90.0-92.0 Degrees:** Limit practice time to one hour. For football, lacrosse, or other applicable activities, no protective equipment may be worn, and no conditioning activities are allowed. All sports must have 20 minutes of rest breaks distributed throughout the hour.
    - **WBGT Above 92.0 Degrees:** All outdoor activities must be canceled or moved indoors.
    - **Reevaluation:** Programs may reevaluate the temperature after 4 p.m. on weekdays to ensure compliance. The updated temperature reading must be recorded before any recreational activity begins.
- **Preventing Heat Stress in Children and Adolescents:**
  Children are more susceptible to heat stress than adults. Signs of heat stress include dizziness, weakness, nausea, headache, and cramps. In severe cases, heatstroke can occur, characterized by a body temperature above 105 degrees Fahrenheit, loss of sweating, and unconsciousness.

- **Increased Risk:** Children and adolescents are at higher risk when the temperature exceeds 95 degrees or when humidity is high, as their bodies absorb more heat and have a lower capacity for sweating.
- **Hydration:** Children should be reminded to drink water regularly, even if they do not feel thirsty. A child weighing 40 lbs. should drink 5 ounces of water or a sports drink every 20 minutes, while a child weighing 132 lbs. should drink 9 ounces every 20 minutes.
- **Acclimation:** Gradually increasing exposure to heat and exercise can help prevent heat-induced illnesses in children and adolescents. Exercise duration and rest periods should be adjusted based on humidity, air temperature, and sun exposure.

2. Cold Weather Policy

- **Temperature Monitoring:** If the official temperature (including wind chill i.e. "feels like" temperature) in Milton, GA (as forecasted by www.weather.com) is expected to be 38°F or lower at the time of a scheduled practice or game, it is recommended to cancel the event. Current conditions of Milton, GA can be referenced from the Legacy Park Weather Station .
- **Wind Chill Consideration:** These guidelines apply when the wind chill impacts the perceived temperature. Visit the National Weather Service to learn more about Understanding Wind Chill.
  - **38°F or Lower (Dry):** It is recommended that activities for younger age groups be canceled.
  - **35°F or Lower (With Precipitation):** No outdoor practices are permitted. All activities must be conducted indoors.
  - **30°F or Lower:** No outdoor practices are permitted unless approved by Department Director or his/her designee. All activities must be canceled or conducted indoors.
  - **Youth Baseball:** No outdoor practices or games are permitted if the temperature is **42°F or lower**. All activities must be conducted indoors.

3. Inclement Weather and School Closures

- **Fulton County School Closures:** If Fulton County Schools are closed due to inclement weather, all youth programs and activities hosted by the Milton Parks and Recreation Department will also be canceled or postponed.

- **Decision Factors:** The decision to close or cancel activities due to inclement weather will consider road conditions, temperature, wind chill, and other safety factors, including the ability of facilities to operate efficiently.

4. Communication Protocol

- **Advance Notice:** Decisions regarding cancellations or postponements due to extreme weather will be communicated as early as possible to allow participants and parents to make necessary arrangements.
- **Emergency Closures:** In the event of sudden weather changes or other emergencies that occur during the day, activities may be canceled immediately. All participants should have a contingency plan in place for such scenarios.
- **Communication Methods:** We want to ensure that everyone in our community stays informed about important developments in Milton, which is why we're encouraging you to sign up for the City's Mass Notification System and visit our live update webpage.
    - *To sign up or learn more on the City Mass Notification System, visit https://www.miltonga.gov/notifications.*
    - *To view the current status of fields and parks in inclement weather delays, visit https://www.miltonga.gov/government/parks-rec/athletic-field-status*

This policy ensures the safety and well-being of all participants in the City of Milton Parks and Recreation Department's programs and activities, with particular attention to the unique needs of children and adolescents during extreme weather conditions.

Johns Creek
GEORGIA
be the exception

City of Johns Creek
Revenue
11360 Lakefield Drive
Johns Creek, GA 30097
678-512-3242

Business Occupation Tax License

Business Name:	Kidcreate Studio DBA: Kidcreate Studio	**Business Type(s):**	611610 Fine Arts Schools-10
Business Location:	3000 Old Alabama RD 109 Johns Creek, GA 30022	**Mailing Address:**	3000 Old Alabama RD 109 Johns Creek, GA 30022
Owner:	Revalca Kids, LLC		
License Number:	BOT-015696-2019	**License Type:**	Business Occupation Tax
Issued Date:	12/31/2024	**Classification:**	61: Educational Services
Expiration Date:	12/31/2025	**Fees Paid:**	$523.50

Kimberly Greer

Kimberly Greer, City Manager

FOR OPERATION IN THE CITY OF JOHNS CREEK, GEORGIA, SUBJECT TO ZONING RESTRICTIONS AND ALL OTHER CODES AND ORDINANCES AS ESTABLISHED BY MAYOR AND CITY COUNCIL.

TO BE POSTED IN A CONSPICUOUS PLACE

CERTIFICATE OF LIABILITY INSURANCE

03/14/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk & Insurance Consultants, Inc. 290 Interstate North Circle SE Suite 200 Atlanta GA 30339	CONTACT NAME: Laurie Tambasco PHONE (A/C, No, Ext): (404) 459-5975 FAX (A/C, No): (404) 459-5976 E-MAIL ADDRESS: ltambasco@riskinsuranceco.com
INSURED Revalca Kids, Llc 3000 Old Alabama Rd Ste 109 Alpharetta GA 30022	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : United States Liability Insurance Company — 25895 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** CL24111531047 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		CP 1770017C	11/06/2024	11/06/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Included $ Included
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
	Molestation or Abuse			CP 1770017C	11/06/2024	11/06/2025	Each Claim Aggregate	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Milton is named as Additional Insured with respects to General Liability and provided by endorsement CG 2029 (04/13). Waiver of Subrogation applies per endorsement L-799 (07/15).

CERTIFICATE HOLDER

City of Milton
2006 Heritage Walk
Milton GA 30004

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.

AUTHORIZED REPRESENTATIVE

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CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on July 14, 2025, for the July 21, 2025, Regular City Council Meeting

DocuSigned by: 4D62B6BB0E9A487...

AGENDA ITEM: Approval of a Professional Services Agreement between the City of Milton and McKinstry Viridis, LLC for Energy Planning Activities for Facilities

SUMMARY:

The City of Milton was awarded funding from the Energy Efficiency and Conservation Block Grant (EECBG) Program, a funding opportunity from the Office of State and Community Energy Programs at the U.S. Department of Energy. The City issued a request for proposals to utilize these funds to procure a vendor to complete a facility condition assessment of City facilities to analyze energy usage, establish baselines, and develop an asset replacement plan, as well as analyzing EV opportunities and infrastructure at City facilities.

FUNDING AND FINANCIAL IMPACT:

The entirety of this contract ($76,350.00) will be funded from the Energy Efficiency and Conservation Block Grant (EECBG) Program, a funding opportunity from the Office of State and Community Energy Programs at the U.S. Department of Energy. No match of City funds is required.

ALTERNATIVES:

The alternative would be to not move forward with this project and forfeit the awarded funds.

PROCUREMENT SUMMARY *(if applicable)*

Purchasing method used: RFP
Account Number: Capital Grant account TBD
Requisition Total: $76,350

REVIEW & APPROVALS:

DocuSigned by: Bernadette Harvill ED09D88B47F7499...

Financial Review: Bernadette Harvill, Deputy City Manager – July 15, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – July 14, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

Professional Services Agreement: Energy Planning Activities for Facilities

PROFESSIONAL SERVICES AGREEMENT
Energy Planning Activities for Facilities

THIS AGREEMENT is made and entered into this_____ day of _____, 20___ (the "Effective Date"), by and between the **CITY OF MILTON, GEORGIA**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council, located at 2006 Heritage Walk, Milton, GA 30004 (hereinafter referred to as the "City"), and **MCKINSTRY VIRIDIS, LLC**, a foreign limited liability company, located at 5005 3rd Ave S, Seattle, WA 98134, (herein after referred to as the "Consultant"), collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, City desires to retain Consultant to provide certain services in the completion of a Project (defined below); and

WHEREAS, City finds that specialized knowledge, skills, and training are necessary to perform the Work (defined below) contemplated under this Agreement; and

WHEREAS, Consultant has represented that it is qualified by training and experience to perform the Work; and

WHEREAS, Consultant desires to perform the Work as set forth in this Agreement under the terms and conditions provided in this Agreement; and

WHEREAS, the public interest will be served by this Agreement; and

WHEREAS, Consultant has familiarized itself with the nature and extent of the Agreement, the Project, and the Work, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of Work.

NOW, THEREFORE, for and in consideration of the mutual promises, the public purposes, and the acknowledgements and agreements contained herein, and other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Parties do mutually agree as follows:

I. SCOPE OF SERVICES AND TERMINATION DATE

A. Agreement. The Agreement shall consist of this Professional Services Agreement and each of the Exhibits hereto, which are incorporated herein by reference, including:

Exhibit "A" – City Solicitation Documents
Exhibit "B" – Consultant Response/Proposal
Exhibit "C" – Scope of Work
Exhibit "D" – Contractor Affidavit
Exhibit "E" – Subcontractor Affidavit
Exhibit "F" – Key Personnel
Exhibit "G" – Federal Requirements

B. Project Description. The "Project" at issue in this Agreement is generally described as: provide services to perform a facility condition assessment of City facilities to analyze energy usage, establish baselines, and develop an asset replacement plan, as well as analyzing EV opportunities and infrastructure at City facilities in Milton, Georgia. This Work is funded by the Energy Efficiency and Conservation Block Grant (EECBG) Program, a funding opportunity from the Office of State and Community Energy Programs at the U.S. Department of Energy.

C. The Work. The Work to be completed under this Agreement (the "Work") includes, but shall not be limited to, the work described in the Scope of Work provided in **Exhibit "C"**, attached hereto and incorporated herein by reference. Unless otherwise stated in **Exhibit "C"**, the Work includes all material, labor, insurance, tools, equipment, machinery, water, heat, utilities, transportation, facilities, services and any other miscellaneous items and work necessary to complete the Work. Some details necessary for proper execution and completion of the Work may not be specifically described in the Scope of Work, but they are a requirement of the Work if they are a usual and customary component of the contemplated services or are otherwise necessary for proper completion of the Work.

D. Schedule, Completion Date, and Term of Agreement. Consultant understands that time is of the essence of this Agreement and warrants and represents that it will perform the Work in a prompt and timely manner, which shall not impose delays on the progress of the Work. The term of this Agreement ("Term") shall commence as of the Effective Date, and the Work shall be completed, and the Agreement shall terminate, within nine (9) months from the Notice to Proceed issued by the City (provided that certain obligations will survive termination/expiration of this Agreement). If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of City on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent City's provision of written notice of non-renewal to Consultant at least five (5) days prior to the end of the then current fiscal year . Title to any supplies, materials, equipment, or other personal property shall remain in Consultant until fully paid for by City.

II. WORK CHANGES

A. Change Order Defined. A "Change Order" means a written modification of the Agreement, signed by representatives of City and Consultant with appropriate authorization.

B. Right to Order Changes. City reserves the right to order changes in the Work to be performed under this Agreement by altering, adding to, or deducting from the Work. All such changes shall be incorporated in written Change Orders and executed by Consultant and City. Such Change Orders shall specify the changes ordered and any necessary adjustment of compensation and completion time. If the Parties cannot reach an agreement on the terms for performing the changed work within a reasonable time to avoid delay or other unfavorable impacts as determined by City in its sole discretion, City shall have the right to determine reasonable terms, and Consultant shall proceed with the changed work.

B. Change Order Requirement. Any work added to the scope of this Agreement by a Change Order shall be executed under all the applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized, unless contained in a written Change Order duly executed on behalf of City and Consultant.

C. Authority to Execute Change Order. The City Manager has authority to execute, without further action of the Mayor or City Council, any number of Change Orders so long as their total effect does not materially alter the terms of this Agreement or materially increase the Maximum Contract Price, as set forth in Section III(B) below. Any such Change Orders materially altering the terms of this Agreement, or any Change Order affecting the price where the Maximum Contract Price (as amended) is in excess of $50,000, must be approved by resolution of the Mayor and City Council. Amendments shall not result in a variance in price exceeding ten percent of the original contract amount.

III. COMPENSATION AND METHOD OF PAYMENT

A. Payment Terms. City agrees to pay Consultant for the Work performed and costs incurred by Consultant upon certification by City that the Work was actually performed and costs actually incurred in accordance with the Agreement. Compensation for Work performed and, if applicable, reimbursement for costs incurred shall be paid to Consultant upon City's receipt and approval of invoices, setting forth in detail the services performed and costs incurred, along with all supporting documents requested by City to process the invoice. Invoices shall be submitted on a monthly basis, and such invoices shall reflect costs incurred versus costs budgeted. Any material deviations in tests or inspections performed, or times or locations required to complete such tests or inspections, and like deviations from the Work described in this Agreement shall be clearly communicated to City *before charges are incurred* and shall be handled through Change Orders as described in Section II above. City shall pay Consultant within thirty (30) days after approval of the invoice by City staff.

B. Maximum Contract Price. The total amount paid under this Agreement as compensation for Work performed and reimbursement for costs incurred shall not, in any case, exceed **SEVENTY-SIX THOUSAND, THREE HUNDRED FIFTY AND 00/100 DOLLARS**

($76,350.00) (the "Maximum Contract Price"), except as outlined in Section II(C) above, and Consultant represents that this amount is sufficient to perform all of the Work set forth in and contemplated by this Agreement. The compensation for Work performed shall be based upon a flat fee.

C. Reimbursement for Costs. The Maximum Contract Price set forth in Section III(B) above includes all costs, direct and indirect, needed to perform the Work and complete the Project, and reimbursement for costs incurred shall be limited as follows:

[X] There shall be no reimbursement for costs.

IV. COVENANTS OF CONSULTANT

A. Expertise of Consultant; Licenses, Certification and Permits. Consultant accepts the relationship of trust and confidence established between it and City, recognizing that City's intention and purpose in entering into this Agreement is to engage an entity with the requisite capacity, experience, and professional skill and judgment to provide the Work in pursuit of the timely and competent completion of the Work undertaken by Consultant under this Agreement. Consultant shall employ only persons duly qualified in the appropriate area of expertise to perform the Work described in this Agreement.

Consultant covenants and declares that it has obtained all diplomas, certificates, licenses, permits or the like required of Consultant by any and all national, state, regional, county, or local boards, agencies, commissions, committees or other regulatory bodies in order to perform the Work contracted for under this Agreement. Further, Consultant agrees that it will perform all Work in accordance with the standard of care and quality ordinarily expected of competent professionals and in compliance with all federal, state, and local laws, regulations, codes, ordinances, or orders applicable to the Project, including, but not limited to, any applicable records retention requirements and Georgia's Open Records Act (O.C.G.A. § 50-18-71, *et seq*.). Any additional work or costs incurred as a result of error and/or omission by Consultant as a result of not meeting the applicable standard of care or quality will be provided by Consultant at no additional cost to City. This provision shall survive termination of this Agreement.

B. Budgetary Limitations. Consultant agrees and acknowledges that budgetary limitations are not a justification for breach of sound principals of Consultant's profession and industry. Consultant shall take no calculated risk in the performance of the Work. Specifically, Consultant agrees that, in the event it cannot perform the Work within the budgetary limitations established without disregarding sound principles of Consultant's profession and industry, Consultant will give written notice immediately to City.

C. City's Reliance on the Work. Consultant acknowledges and agrees that City does not undertake to approve or pass upon matters of expertise of Consultant and that, therefore, City bears no responsibility for Consultant's Work performed under this Agreement. Consultant acknowledges and agrees that the acceptance of Work by City is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. City will not, and need not, inquire into adequacy, fitness, suitability or correctness

of Consultant's performance. Consultant further agrees that no approval of designs, plans, specifications or other work product by any person, body or agency shall relieve Consultant of the responsibility for adequacy, fitness, suitability, and correctness of Consultant's Work under professional and industry standards, or for performing services under this Agreement in accordance with sound and accepted professional and industry principles.

D. Consultant's Reliance on Submissions by City. Consultant must have timely information and input from City in order to perform the Work required under this Agreement. Consultant is entitled to rely upon information provided by City, but Consultant shall provide immediate written notice to City if Consultant knows or reasonably should know that any information provided by City is erroneous, inconsistent, or otherwise problematic.

E. Consultant's Representative. Justin Gibides shall be authorized to act on Consultant's behalf with respect to the Work as Consultant's designated representative, provided that this designation shall not relieve either Party of any written notice requirements set forth elsewhere in this Agreement.

F. Assignment of Agreement. Consultant covenants and agrees not to assign or transfer any interest in, or delegate any duties of this Agreement, without the prior express written consent of City. As to any approved subcontractors, Consultant shall be solely responsible for reimbursing them, and City shall have no obligation to them.

G. Responsibility of Consultant and Indemnification of City. Consultant covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Consultant shall bear all losses and damages directly or indirectly resulting to it and/or City on account of the performance or character of the Work rendered pursuant to this Agreement. Consultant shall defend, indemnify and hold harmless City and City's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent or tortious act or omission arising out of the Work, performance of contracted services, or operations by Consultant, any subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts or omissions Consultant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder; provided that this indemnity obligation shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement. This indemnity obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Consultant, its subcontractor, anyone directly or indirectly employed by Consultant or subcontractor or anyone for whose acts Consultant or subcontractor may be liable, the indemnification obligation set forth

in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this Agreement.

H. Independent Contractor. Consultant hereby covenants and declares that it is engaged in an independent business and agrees to perform the Work as an independent contractor and not as the agent or employee of City. Nothing in this Agreement shall be construed to make Consultant or any of its employees, servants, or subcontractors, an employee, servant or agent of City for any purpose. Consultant agrees to be solely responsible for its own matters relating to the time and place the Work is performed and the method used to perform such Work; the instrumentalities, tools, supplies and/or materials necessary to complete the Work; hiring of consultants, agents or employees to complete the Work; and the payment of employees, including benefits and compliance with Social Security, withholding and all other regulations governing such matters. Consultant agrees to be solely responsible for its own acts and those of its subordinates, employees, and subcontractors during the life of this Agreement. There shall be no contractual relationship between any subcontractor or supplier and City by virtue of this Agreement with Consultant. Any provisions of this Agreement that may appear to give City the right to direct Consultant as to the details of the services to be performed by Consultant or to exercise a measure of control over such services will be deemed to mean that Consultant shall follow the directions of City with regard to the results of such services only. It is further understood that this Agreement is not exclusive, and City may hire additional entities to perform the Work related to this Agreement.

Inasmuch as City and Consultant are independent of each other, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both Parties hereto. Consultant agrees not to represent itself as City's agent for any purpose to any party or to allow any employee of Consultant to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements Consultant enters into on behalf of City without the express knowledge and prior written consent of City.

I. Insurance.

(1) Requirements: Consultant shall have and maintain in full force and effect for the duration of this Agreement, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work by Consultant, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

(2) Minimum Limits of Insurance: Consultant shall maintain the following

insurance policies with coverage and limits no less than:

(a) Commercial General Liability coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence and $2,000,000 (two million dollars) aggregate for comprehensive coverage including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(b) Commercial Automobile Liability (owned, non-owned, hired) coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Professional Liability of at least $1,000,000 (one million dollars) limit for claims arising out of professional services and caused by Consultant's errors, omissions, or negligent acts.

(d) Workers' Compensation limits as required by the State of Georgia and Employers' Liability limits of $1,000,000 (one million dollars) per occurrence or disease. (If Consultant is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Consultant must secure Workers' Compensation coverage approved by both the State Board of Workers' Compensation and the Commissioner of Insurance. The amount of such coverage shall be the same as what is otherwise required of employers entitled to coverage under the Georgia Workers' Compensation Act. Further, Consultant shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

(e) Commercial Umbrella Liability Coverage: $ __N/A____ per occurrence shall be provided and will apply over all liability policies, without exception, including but not limited to Commercial General Liability, Commercial Automobile Liability, Employers' Liability, and Professional Liability.

(3) Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by City in writing so that City may ensure the financial solvency of Consultant; self-insured retentions should be included on the certificate of insurance.

(4) Other Insurance Provisions: Each policy shall contain, or be endorsed to contain, the following provisions respectively:

(a) General Liability, Automobile Liability and (if applicable) Umbrella Liability Coverage.

(i) Additional Insured Requirement. City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively "Insured Parties") shall be named as additional insureds as respects: liability arising out of activities performed by or on behalf of Consultant; products and completed operations of Consultant; premises owned, leased, or used by Consultant; automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Consultant to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

(ii) Primary Insurance Requirement. Consultant's insurance coverage shall be primary noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Consultant's insurance and shall not contribute with it.

(iii) Reporting Requirement. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Insured Parties.

(iv) Separate Coverage. Coverage shall state that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to limits of insurance provided.

(v) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion.

(vi) Subrogation. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(b) Workers' Compensation Coverage. The insurer providing Workers'

Compensation Coverage will agree to waive all rights of subrogation against the Insured Parties for losses arising from Work performed by Consultant for City.

(c) All Coverages.

(i) Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, or canceled except after thirty (30) calendar days prior written notice (or 10 calendar days if due to non-payment) has been given to City. City reserves the right to accept alternate notice terms and provisions, provided they meet the minimum requirements under Georgia law.

(ii) Starting and Ending Dates. Policies shall have concurrent starting and ending dates.

(iii) Incorporation of Indemnification Obligations. Policies shall include an endorsement incorporating the indemnification obligations assumed by Consultant under the terms of this Agreement, including but not limited to Section IV(G) of this Agreement.

(5) Acceptability of Insurers: The insurance to be maintained by Consultant must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance policies shall be placed with insurer(s) with an A.M. Best Policyholder's rate of no less than "A-" and with a financial rating of Class VII or greater. The Consultant shall be responsible for any delay resulting from the failure of its insurer to provide proof of coverage in the proscribed form.

(6) Verification of Coverage: Consultant shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this Agreement prior to the start of work. Without limiting the general scope of this requirement, Consultant is specifically required to provide an endorsement naming City as an additional insured when required. The certificates of insurance and endorsements for each insurance policy are to be on a form utilized by Consultant's insurer in its normal course of business and are to be signed by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. City reserves the right to require complete, certified copies of all required insurance policies at any time. Consultant shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage.

(7) Subcontractors: Consultant shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the Work performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its Work. All coverage for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the Insured Parties as additional insureds.

(8) Claims-Made Policies: Consultant shall extend any claims-made insurance policy for at least six (6) years after termination or final payment under the Agreement, whichever is later, and have an effective date which is on or prior to the Effective Date.

(9) City as Additional Insured and Loss Payee: City shall be named as an additional insured and loss payee on all policies required by this Agreement, except City need not be named as an additional insured and loss payee on any Professional Liability policy or Workers' Compensation policy.

(10) Progress Payments: The making of progress payments to Consultant shall not be construed as relieving Consultant or its subcontractors or insurance carriers from providing the coverage required in this Agreement.

J. Employment of Unauthorized Aliens Prohibited – E-Verify Affidavit. Pursuant to O.C.G.A. § 13-10-91, City shall not enter into a contract for the physical performance of services unless:

(1) Consultant shall provide evidence on City-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and Consultant's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period, **or**

(2) Consultant provides evidence that it is not required to provide an affidavit because it is an *individual* (not a company) licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing.

Consultant hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D"**, and submitted such affidavit to City or provided City with evidence that it is an individual not required to provide such an affidavit because it is licensed and in good standing as noted in sub-subsection (2) above. Further,

Consultant hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

In the event Consultant employs or contracts with any subcontractor(s) in connection with the covered contract, Consultant agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as **Exhibit "E"**, which subcontractor affidavit shall become part of the Consultant/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit because it is an *individual* licensed and in good standing as noted in sub-subsection (2) above. If a subcontractor affidavit is obtained, Consultant agrees to provide a completed copy to City within five (5) business days of receipt from any subcontractor.

Where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall be authorized to conduct an inspection of Consultant's and Consultant's subcontractors' verification process at any time to determine that the verification was correct and complete. Consultant and Consultant's subcontractors shall retain all documents and records of their respective verification process for a period of five (5) years following completion of the contract. Further, where Consultant is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the City Manager or his/her designee shall further be authorized to conduct periodic inspections to ensure that no City Consultant or Consultant's subcontractors employ unauthorized aliens on City contracts. By entering into a contract with City, Consultant and Consultant's subcontractors agree to cooperate with any such investigation by making their records and personnel available upon reasonable notice for inspection and questioning. Where Consultant or Consultant's subcontractors are found to have employed an unauthorized alien, the City Manager or his/her designee may report same to the Department of Homeland Security. Consultant's failure to cooperate with the investigation may be sanctioned by termination of the Agreement, and Consultant shall be liable for all damages and delays occasioned by City thereby.

Consultant agrees that the employee-number category designated below is applicable to Consultant. [Information only required if a contractor affidavit is required pursuant to O.C.G.A. § 13-10-91.] [DESIGNATE/MARK APPROPRIATE CATEGORY]

____ 500 or more employees.

____ 100 or more employees.

__X__ Fewer than 100 employees.

Consultant hereby agrees that, in the event Consultant employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Consultant will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of state and federal law, and shall be construed to be in conformity with those laws.

K. Records, Reports and Audits.

(1) Records:

(a) Books, records, documents, account legers, data bases, and similar materials relating to the Work performed for City under this Agreement ("Records") shall be established and maintained by Consultant in accordance with applicable law and requirements prescribed by City with respect to all matters covered by this Agreement. Except as otherwise authorized or required, such Records shall be maintained for at least three (3) years from the date that final payment is made to Consultant by City under this Agreement. Furthermore, Records that are the subject of audit findings shall be retained for three (3) years or until such audit findings have been resolved, whichever is later.

(b) All costs claimed or anticipated to be incurred in the performance of this Agreement shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified and readily accessible.

(2) Reports and Information: Upon request, Consultant shall furnish to City any and all Records in the form requested by City. All Records provided electronically must be in a format compatible with City's computer systems and software.

(3) Audits and Inspections: At any time during normal business hours and as often as City may deem necessary, Consultant shall make available to City or City's representative(s) for examination all Records. Consultant will permit City or City's representative(s) to audit, examine, and make excerpts or transcripts from such Records. Consultant shall provide proper facilities for City or City's representative(s) to access and inspect the Records, or, at the request of City, shall make the Records available for inspection at City's office. Further, Consultant shall permit City or City's representative(s) to observe and inspect any or all of Consultant's facilities and activities during normal hours of business for the purpose of evaluating Consultant's compliance with the terms of this Agreement. In such instances, City or City's representative(s) shall not interfere with or disrupt such activities.

L. Ethics Code; Conflict of Interest. Consultant agrees that it shall not engage in

any activity or conduct that would result in a violation of the City of Milton Code of Ethics or any other similar law or regulation. Consultant certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the Work. Should Consultant become aware of any circumstances that may cause a conflict of interest during the Term of this Agreement, Consultant shall immediately notify City. If City determines that a conflict of interest exists, City may require that Consultant take action to remedy the conflict of interest or terminate the Agreement without liability. City shall have the right to recover any fees paid for services rendered by Consultant when such services were performed while a conflict of interest existed if Consultant had knowledge of the conflict of interest and did not notify City within five (5) business days of becoming aware of the existence of the conflict of interest.

Consultant and City acknowledge that it is prohibited for any person to offer, give, or agree to give any City employee or official, or for any City employee or official to solicit, demand, accept, or agree to accept from another person, a gratuity of more than nominal value or rebate or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. Consultant and City further acknowledge that it is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-consultant under a contract to the prime Consultant or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

M. Confidentiality. Consultant acknowledges that it may receive confidential information of City and that it will protect the confidentiality of any such confidential information and will require any of its subcontractors, consultants, and/or staff to likewise protect such confidential information. Consultant agrees that confidential information it learns or receives or such reports, information, opinions or conclusions that Consultant creates under this Agreement shall not be made available to, or discussed with, any individual or organization, including the news media, without prior written approval of City. Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City information whether specifically deemed confidential or not.

Consultant acknowledges that City's disclosure of documentation is governed by Georgia's Open Records Act, and Consultant further acknowledges that if Consultant submits records containing trade secret information, and if Consultant wishes to keep such records confidential, Consultant must submit and attach to such records an affidavit affirmatively declaring that specific information in the records constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, and the Parties shall follow the requirements of O.C.G.A. § 50-18-72(a)(34) related thereto.

N. Key Personnel. All of the individuals identified in **Exhibit "F"**, attached hereto, are necessary for the successful completion of the Work due to their unique expertise and depth and breadth of experience. There shall be no change in Consultant's Project Manager or members of the Project team, as listed in **Exhibit "F"**, without written approval of City. Consultant

recognizes that the composition of this team was instrumental in City's decision to award the Work to Consultant and that compelling reasons for substituting these individuals must be demonstrated for City's consent to be granted. Any substitutes shall be persons of comparable or superior expertise and experience. Failure to comply with the provisions of this paragraph shall constitute a material breach of Consultant's obligations under this Agreement and shall be grounds for termination.

O. Meetings. Consultant is required to meet with City's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the Term of this Agreement at no additional cost to City. Meetings will occur as problems arise and will be coordinated by City. City shall inform Consultant's Representative of the need for a meeting and of the date, time and location of the meeting at least three (3) full business days prior to the date of the meeting. Face-to-face meetings are desired. However, at Consultant's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of this Agreement for cause.

P. Authority to Contract. The individual executing this Agreement on behalf of Consultant covenants and declares that it has obtained all necessary approvals of Consultant's board of directors, stockholders, general partners, limited partners or similar authorities to simultaneously execute and bind Consultant to the terms of this Agreement, if applicable.

Q. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, work product and other materials, including, but not limited to, those in electronic form, prepared or in the process of being prepared for the Work to be performed by Consultant ("Materials") shall be the property of City, and City shall be entitled to full access and copies of all Materials in the form prescribed by City. Any Materials remaining in the hands of Consultant or subcontractor upon completion or termination of the Work shall be delivered immediately to City whether or not the Project or Work is commenced or completed; provided, however, that Consultant may retain a copy of any deliverables for its records. Consultant assumes all risk of loss, damage or destruction of or to Materials. If any Materials are lost, damaged or destroyed before final delivery to City, Consultant shall replace them at its own expense. Any and all copyrightable subject matter in all Materials is hereby assigned to City, and Consultant agrees to execute any additional documents that may be necessary to evidence such assignment.

R. Nondiscrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed or belief, political affiliation, national origin, gender, age or disability. In addition, Consultant agrees to comply with all applicable implementing regulations and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

S. Consultants Assisting with Procurement. As required by O.C.G.A. § 36-80-28, if the Agreement requires the Consultant to prepare, develop, or draft specifications or requirements for a solicitation (including bids, requests for proposals, procurement orders, or purchase orders) or to serve in a consultative role during a bid or proposal evaluation or negotiation process: (a) the Consultant shall avoid any appearance of impropriety and shall follow all ethics and conflict-of-interest policies and procedures of the City; (b) the Consultant shall immediately disclose to the City any material transaction or relationship, including, but not limited to, that of the Consultant, the Consultant's employees, or the Consultant's agents or subsidiaries, that reasonably could be expected to give rise to a conflict of interest, including, but not limited to, past, present, or known prospective engagements, involvement in litigation or other dispute, client relationships, or other business or financial interest, and shall immediately disclose any material transaction or relationship subsequently discovered during the pendency of the Agreement; and (c) the Consultant agrees and acknowledges that any violation or threatened violation of this paragraph may cause irreparable injury to the City, entitling the City to seek injunctive relief in addition to all other legal remedies.

V. COVENANTS OF CITY

A. Right of Entry. City shall provide for right of entry for Consultant and all necessary equipment as required for Consultant to complete the Work; provided that Consultant shall not unreasonably encumber the Project site(s) with materials or equipment.

B. City's Representative. David Bergmaier, Facilities Manager shall be authorized to act on City's behalf with respect to the Work as City's designated representative on this Project; provided that any changes to the Work or the terms of this Agreement must be approved as provided in Section II above.

VI. TERMINATION

A. For Convenience. City may terminate this Agreement for convenience at any time upon providing written notice thereof at least seven (7) calendar days in advance of the termination date.

B. For Cause. Consultant shall have no right to terminate this Agreement prior to completion of the Work, except in the event of City's failure to pay Consultant within thirty (30) calendar days of Consultant providing City with notice of a delinquent payment and an opportunity to cure. In the event of Consultant's breach or default under this Agreement, City may terminate this Agreement for cause. City shall give Consultant at least seven (7) calendar days' written notice of its intent to terminate the Agreement for cause and the reasons therefor. If Consultant fails to cure the breach or default within that seven (7) day period, or otherwise remedy the breach or default to the reasonable satisfaction of City, then City may, at its election: (a) in writing terminate the Agreement in whole or in part; (b) cure such default itself and charge Consultant for the costs of curing the default against any sums due or which become due to Consultant under this Agreement;

and/or (c) pursue any other remedy then available, at law or in equity, to City for such default.

C. Statutory Termination. In compliance with O.C.G.A. § 36-60-13, this Agreement shall be deemed terminated as provided in I(D) of this Agreement. Further, this Agreement shall terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of City.

D. Payment Upon Termination. Upon termination, City shall provide for payment to Consultant for services rendered and, where authorized, expenses incurred prior to the termination date; provided that, where this Agreement is terminated for cause, City may deduct from such payment any portion of the cost for City to complete (or hire someone to complete) the Work, as determined at the time of termination, not otherwise covered by the remaining unpaid Maximum Contract Price.

E. Conversion to Termination for Convenience. If City terminates this Agreement for cause and it is later determined that City did not have grounds to do so, the termination will be converted to and treated as a termination for convenience under the terms of Section VI(A) above.

F. Requirements Upon Termination. Upon termination, Consultant shall: (1) promptly discontinue all services, cancel as many outstanding obligations as possible, and not incur any new obligations, unless the City directs otherwise; and (2) promptly deliver to City all data, drawings, reports, summaries, and such other information and materials as may have been generated or used by Consultant in performing this Agreement, whether completed or in process, in the form specified by City.

G. Reservation of Rights and Remedies. The rights and remedies of City and Consultant provided in this Article are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

VII. MISCELLANEOUS

A. Entire Agreement. This Agreement, including any exhibits hereto, constitutes the complete agreement between the Parties and supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. No other agreement, statement or promise relating to the subject matter of this Agreement not contained in this Agreement shall be valid or binding. This Agreement may be modified or amended only by a written Change Order (as provided in Section II above) or other document signed by representatives of both Parties with appropriate authorization.

B. Successors and Assigns. Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties.

C. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia without regard to choice of law principles. If any

action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, or the U.S. District Court for the Northern District of Georgia – Atlanta Division, and Consultant submits to the jurisdiction and venue of such court.

D. **Captions and Severability.** All headings herein are intended for convenience and ease of reference purposes only and in no way define, limit or describe the scope or intent thereof, or of this Agreement, or in any way affect this Agreement. Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts, or portions that may for any reason be hereafter declared in valid.

E. **Business License.** Prior to commencement of the Work to be provided hereunder, Consultant shall apply to City for a business license, pay the applicable business license fee, and maintain said business license during the Term of this Agreement, unless Consultant provides evidence that no such license is required.

F. **Notices.**

(1) **Communications Relating to Day-to-Day Activities.** All communications relating to the day-to-day activities of the Work shall be exchanged between City's Representative (named above) for City and Consultant's Representative (named above) for Consultant.

(2) **Official Notices.** All other notices, requests, demands, writings, or correspondence, as required by this Agreement, shall be in writing and shall be deemed received, and shall be effective, when: (1) personally delivered, or (2) on the third day after the postmark date when mailed by certified mail, postage prepaid, return receipt requested, or (3) upon actual delivery when sent via national overnight commercial carrier to the Party at the address given below, or at a substitute address previously furnished to the other Party by written notice in accordance herewith.

NOTICE TO CITY shall be sent to:

Procurement Manager
City of Milton, Georgia
2006 Heritage Walk
Milton, Georgia 30004

NOTICE TO CONSULTANT shall be sent to:

McKinstry Viridis, LLC
Attn: Marcus Craig
5005 3rd Ave S
Seattle, WA 98134

G. Waiver of Agreement. No failure by City to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Consultant with this Agreement, and no custom or practice of City at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect City's right to demand exact and strict compliance by Consultant with the terms and conditions of this Agreement. Further, no express waiver shall affect any Term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

H. Survival. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations and insurance maintenance requirements.

I. No Third Party Rights. This Agreement shall be exclusively for the benefit of the Parties and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

J. Sovereign Immunity; Ratification. Nothing contained in this Agreement shall be construed to be a waiver of City's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of the Mayor and City Council shall authorize the Mayor to execute this Agreement on behalf of City.

K. No Personal Liability. Nothing herein shall be construed as creating any individual or personal liability on the part of any of City's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys or volunteers. No such individual shall be personally liable to Consultant or any successor in interest in the event of any default or breach by City or for any amount which may become due to Consultant or successor or on any obligation under the terms of this Agreement. Likewise, Consultant's performance of services under this Agreement shall not subject Consultant's individual employees, officers, or directors to any personal contractual liability, except where Consultant is a sole proprietor. The Parties agree that, except where Consultant is a sole proprietor, their sole and exclusive remedy, claim, demand or suit for contractual liability shall be directed and/or asserted only against Consultant or City, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

L. Counterparts; Agreement Construction and Interpretation. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Consultant represents that it has reviewed and become familiar with this Agreement and has notified City of any discrepancies, conflicts or errors herein. In the event of a conflict in the terms of this

Agreement and/or the exhibits attached hereto, the terms most beneficial to City shall govern. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the interest of brevity, the Agreement may omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. Words or terms used as nouns in the Agreement shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires contrary meaning.

M. Force Majeure. Neither City nor Consultant shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond its respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of CONSULTANT; (vi) delay or failure to act by any governmental or military authority; or (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

N. Material Condition. Each term of this Agreement is material, and Consultant's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to City at law or in equity.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF City and Consultant have executed this Agreement, effective as of the Effective Date first above written.

CONSULTANT: MCKINSTRY VIRIDIS, LLC

Signature: _____

Print Name: Marcus Craig

Title: [CIRCLE ONE]

Member/Manager (LLC)

Duly Authorized Officer

[CORPORATE SEAL]
(required if corporation)

Attest/Witness:

Signature: ____ ___
Print Name: _Collette Duck ___
Title: ____Secretary _____

(Assistant) Corporate Secretary (required if corporation)

CITY OF MILTON, GEORGIA

_____
By: Peyton Jamison, Mayor

[CITY SEAL]

Attest:

Signature: _____
Print Name: _____
Title: City Clerk

Approved as to form:

Signed by:
Jennifer McCall 7/16/2025
8433E81F7AF148A...
City Attorney Date

EXHIBIT “A”

CITY OF MILTON GEORGIA

REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number: 25-PW03	**RFP Title:** Energy Planning Activities for Facilities
Due Date and Time: April 29, 2025 by 2:00 pm EST **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct*	**Number of Pages: 58**

ISSUING DEPARTMENT INFORMATION

Issue Date: April 3, 2025

City of Milton **Public Works Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: www.miltonga.gov**

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	**Mark Envelope/Package:** **RFP Number: 25-PW03** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **April 15, 2025, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps**

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING	
Offeror Name/Address:	Authorized Offeror Signatory: (Please print name and sign in ink)
Offeror Phone Number:	Offeror FAX Number:
Offeror Federal I.D. Number:	Offeror E-mail Address:

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

TABLE OF CONTENTS

Offeror's RFP Checklist

Disclosure Form

Proposal Letter

Contractor Affidavit and Agreement (E-Verify)

Schedule of Events

Section 1: Project Overview and Instructions

Section 2: RFP Standard Information

Section 3: Scope of Services

Section 4: Offeror Qualifications

Section 5: Cost Proposal

Section 6: Evaluation Criteria

Appendix A with Federal Requirements

Section 7: Standard Contract Information

Sample Standard Contract

OFFEROR'S RFP CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFP for the City of Milton

1._____Read the entire document. Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).

2._____Note the procurement officer's name, address, phone numbers and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information for any questions you may have.

3._____Attend the pre-qualifications conference if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP.

4._____Take advantage of the "question and answer" period. Submit your questions to the procurement officer by the due date listed in the Schedule of Events and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP are posted on the City's website at **http://www.miltonga.gov/finance/bids-rfps** will include all questions asked and answered concerning the RFP.

5._____Follow the format required in the RFP when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.

6._____Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The submittals are evaluated based solely on the information and materials provided in your response.

7._____Use the forms provided, i.e., cover page, sample budget form, certification forms, etc.

8._____Check the website for RFP addenda. Before submitting your response, check the City's website at **http://www.miltonga.gov/finance/bids-rfps** to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your RFP response.

9._____Review and read the RFP document again to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to score your response.

10._____Submit your response on time. Note all the dates and times listed in the Schedule of Events and within the document and be sure to submit all required items on time. Late submittal responses are never accepted.

This checklist is provided for assistance only and should not be submitted with Offeror's response.

CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror _____

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

_____

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description
_____	_____
_____	_____
_____	_____

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

_____	_____
_____	_____

RFP# 25-PW03
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (25-PW03), Energy Planning Activities for Facilities.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature_____Date_____

Print/Type Name_____

Print/Type Company Name Here_____

CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
E-Verify Number

_____
Date of Authorization

_____
Name of Contractor

Energy Planning Activities for Facilities
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20___
in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,20___.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

SCHEDULE OF EVENTS

Task	Date
Issue RFP	April 3, 2025
Site Visit *(recommended, but not mandatory)*	n/a
Deadline for Questions	April 15, 2025, by 5:00 p.m. EST
Answers Posted by the City (Addendum)	On or about, April 22, 2025
Proposals Due	**By 2:00 p.m. EST on April 29, 2025**
Award Contract	June 2, 2025 (proposed)

NOTE: PLEASE CHECK THE CITY WEBSITE (http://www.miltonga.gov/finance/bids-rfps) FOR ADDENDA AND SCHEDULE UPDATES.

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 BACKGROUND AND STATEMENT OF INTENT

The City of Milton was awarded funding from the Energy Efficiency and Conservation Block Grant (EECBG) Program, a funding opportunity from the Office of State and Community Energy Programs at the U.S. Department of Energy. The City is requesting qualifications/proposals to utilize this funding to lower energy use, reduce emissions, and promote energy efficiency in our community. Specifically, we plan to award a professional services agreement to complete a facility condition assessment of City facilities to analyze energy usage, establish baselines, and develop an asset replacement plan, as well as analyzing EV opportunities and infrastructure at City facilities.

The City intends to select a single Offeror that demonstrates the level of expertise to provide these services through the proposal review process. The selected firm will be expected to provide services in accordance with the project schedule established by the City of Milton.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFP) is issued until a Contractor is selected, Offerors are not allowed to communicate with any City staff or elected officials regarding this procurement except at the direction of Honor Motes, Procurement Manager. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is:

Procurement Office:	Honor Motes, Procurement Manager
Address:	2006 Heritage Walk, Milton, GA 30004
Telephone Number:	678-242-2507
E-mail Address:	honor.motes@miltonga.gov

1.2 REQUIRED REVIEW

A. Review RFP.

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFP and promptly notify the procurement office identified above via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFP.

B. Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFP must submit their questions via the solicitation link on BidNet Direct, the procurement portal on the City's website, on or before **5 PM (EST) on April 15, 2025**. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

C. City's Answers.

The City will provide an official written answer to all questions on or about **April 22, 2025.** The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City. Any formal written addendum will be posted alongside the posting of the RFP at **http://www.miltonga.gov/finance/bids-rfps** .Offerors must sign and return any addendum with their RFP response.

D. Standard Contract.

By submitting a response to this RFP, Offeror agrees to acceptance of the City's standard contract. Much of the language included in the standard contract reflects requirements of State law. Requests for exceptions to the standard contract terms, or any added provisions must be submitted to the procurement office referenced above by the date for receipt of written/e-mailed questions or with the Offeror's RFP response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror's ability to respond to the RFP or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFP and will apply to all Professionals submitting a response to this RFP.

E. Mandatory Requirements.

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. The City will determine whether an Offeror's RFP response complies with the intent of the requirements. RFP responses that do not meet the full intent of all requirements listed in this RFP may be subject to point reductions during the evaluation process or may be deemed non- responsive.

1.3 NON-DISCRIMINATION

All qualified applicants will receive consideration without regard to age, handicap, religion, creed or belief, political affiliation, race, color, sex, or national origin.

1.4 SUBMITTING PROPOSALS

Offerors must organize their proposal into sections that follow the following format.

A. Submittal Requirements.

Proposals shall include the following:

1. City of Milton request for proposal cover page (information entered and signed: first page of this document)
2. City of Milton Disclosure form (signed)
3. City of Milton Proposal letter (information entered)
4. Each Technical Proposal Shall Contain:
   a. No more than six (6) pages
      i. Cover page(s), table of contents, tabs, and required forms do not count toward the page limit
   b. Minimum of 11-point font

c. Project Team (2 pages) – include project manager, project staffing, qualifications of the team, and what sets the team apart.
d. Work Plan (2 pages) – provide an understanding of the scope of work, additional elements that can be added with the awarded funding, anticipated project schedule with 06/03/2025 as an assumed Notice to Proceed, any anticipated challenges, and any innovative approaches.
e. Related Projects and References (2 pages) – describe at least three (3) similar projects with email addresses for reference contacts and the degree of involvement of the team.

5. Applicable Addenda Acknowledgement Forms (if necessary)
6. Team member resumes may be included in an appendix that will not count towards the page limit.

Offerors must organize their proposal into sections that follow the format of Section 1.4

B. Failure to Comply with Instructions.

Offerors failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any qualifications that do not follow this RFP format, are difficult to understand, are difficult to read, or are missing any requested information.

C. Electronic Submittal Required and Deadline for Receipt of Proposals.

Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps by 2:00 PM on April 29, 2025. Proposals will be opened at approximately 2:30 p.m. and names of Firms will be announced. **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct.*

D. Late Proposals.

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be the Offeror's sole risk to assure proposals are submitted via the BidNet Direct procurement portal by the designated time. Late proposals will not be accepted.

1.5 OFFEROR'S CERTIFICATION

By submitting a response to this RFP, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFP.

1.6 COST OF PREPARING PROPOSALS

A. City Not Responsible for Preparation Costs.
The costs for developing and delivering responses to this RFP and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of their proposals.

B. All Timely Submitted Materials Become City Property.
All materials submitted in response to this RFP become the property of the City of Milton and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Offeror resulting from this RFP process.

SECTION 2: RFP STANDARD INFORMATION

2.0 AUTHORITY

This RFP is issued under the authority of the City of Milton. The RFP process is a procurement option allowing the award to be based on stated evaluation criteria. The RFP states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFP, will be used.

2.1 OFFEROR COMPETITION

The City encourages free and open competition among Offerors. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

A. Public Information.
All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying after the time for receipt of qualifications has passed, and the award has been made, with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City of Milton; (3) any company financial information requested by the City of Milton to determine vendor responsibility, unless prior written consent has been given by the Offeror; and (4) other constitutional protections.

B. Procurement Officer Review of Proposals.
Upon opening the submittals received in response to this RFP, the procurement office will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2(A) above, providing the following conditions have been met:

1. Confidential information is clearly marked and separated from the rest of the submittal.
2. An affidavit from an Offeror's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each submittal containing trade secrets. Please contact Honor Motes, Procurement Manager, for additional information.

Information separated out under this process will be available for review only by the procurement office, the evaluation committee members, and limited other designees. Offerors must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

A. Initial Classification of Proposals as Responsive or Nonresponsive.
Proposals may be found nonresponsive at any time during the evaluation process or contract negotiation, if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFP; or the qualification is not within the specifications described and required in the RFP. If a qualification is found to be nonresponsive, it will not be considered further.

B. Determination of Responsibility.
The procurement office will determine if an Offeror has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsive.

C. Evaluation of Proposals.
The evaluation committee will evaluate the remaining proposals and recommend whether to award the contract to the highest scoring Offeror or, if necessary, to seek discussion/negotiation to determine the highest scoring Offeror. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFP responses. These scores will be used to determine the most advantageous offering to the City.

D. Completeness of Proposals.
Selection and award will be based on the Offeror's proposals and other items outlined in this RFP. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Offerors outside the formal response or subsequent discussion/negotiation, if requested, will not be considered, will have no bearing on any award, and may result in the Offeror being disqualified from further consideration.

E. Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration.

After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Offerors should clarification or negotiation be necessary. Offerors may also be required to make an oral presentation and/or product demonstration to clarify their RFP response or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to Milton, Georgia to discuss technical and contractual aspects of the submittal. Oral presentations and product demonstrations, if requested, shall be at the Offeror's expense.

F. Best and Final Offer

The "Best and Final Offer" is an option available to the City under the RFP process which permits the City to request a "best and final offer" from one or more offerors if additional information is required to make a final decision. Offerors may be contacted asking that they submit their "best and final offer,"

which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFP, if any, based on price/cost alone.

G. Evaluation Committee Recommendation for Contract Award.

The evaluation committee will provide a written recommendation for contract award.

H. Request for Documents Notice.

Upon concurrence with the evaluation committee's recommendation for contract award, the procurement officer may issue a "Request for Documents Notice" to the highest scoring Offeror to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place.

I. Contract Negotiation.

The procurement officer and/or city department representatives may begin contract negotiation with the responsive and responsible Offeror whose submittal achieves the highest score and is, therefore, the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Offeror fails to provide necessary documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Offeror.

J. Contract Award.

Contract award, if any, will be made to the highest scoring Offeror who provides all required documents and successfully completes contract negotiation.

2.4 RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the City of Milton to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Modify, cancel, or terminate this RFP,
2. Reject any or all proposals received in response to this RFP,
3. Select an Offeror without holding interviews,
4. Waive any undesirable, inconsequential, or inconsistent provisions of this RFP which would not have significant impact on any submittal,
5. To request further documentation or information, and to discuss an RFP submittal for any purpose to answer questions or to provide clarification,
6. Award a portion of this RFP or not award any portion of this RFP if it is in the best interest of the City not to proceed with contract execution; or
7. If awarded, terminate any contract in accordance with the terms and conditions of the contract if the City determines adequate funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 GENERAL

The City of Milton was awarded funding from the Energy Efficiency and Conservation Block Grant (EECBG) Program, a funding opportunity from the Office of State and Community Energy Programs at the U.S. Department of Energy. The City is requesting qualifications/proposals to utilize this funding to lower energy use, reduce emissions, and promote energy efficiency in our community. Specifically, we plan to award a professional services agreement to complete a facility condition assessment of City facilities to analyze energy usage, establish baselines, and develop an asset replacement plan, as well as analyzing EV opportunities and infrastructure at City facilities.

3.1 SCOPE OF SERVICES

The City intends to utilize up to, but not to exceed, the awarded funding from the Energy Efficiency and Conservation Block Grant (EECBG) Program of $76,350. The City requests turnkey services from a qualified Consultant to complete a scope of work including, but not limited to, the following:

1. Facility Condition Assessment
   - Evaluation of the physical condition of City facilities and systems.
   - Comprehensive inventory of facility/building assets.
   - Energy evaluation of the facilities and systems. Includes data collection to assist in establishing an energy use baseline.
   - Plan for short- and long-term replacement decisions with a goal of improving energy efficiency while maximizing asset ownership value. This should include a schedule and associated costs.
   - Data collected in this assessment shall be in a format that allows importing and integration with OpenGov, the City's enterprise asset management solution and work order management system.

2. Citywide Electric Vehicle (EV) Assessment
   - Analyzing public EV needs and opportunities within City limits.
   - Identify potential impact opportunities/locations for public EV charging infrastructure.
   - If feasible within the available funding and proposal, the City would consider including an additional scope of work to analyze the City's administrative fleet (approximately 19 vehicles) for electric vehicle (EV) and energy efficiency opportunities, along with an assessment of potential associated costs.

Facilities Included:

Site Name	Street Address	Year Built	Bldg Size
Byrd House	15690 Hopewell Rd, Milton, GA	Est. 1840s Reno 2014	4,000 sq ft
City Hall	2006 Heritage Walk, Milton, GA	2017	31,000 sq ft
Community Place	2006 Heritage Walk, Milton, GA	2017	2,000 sq ft
Public Works Building	16050 Old Bullpen Road, Milton, GA	2019	3,500 sq ft
Fire Station #41	12670 Arnold Mill Rd, Milton, GA	1990	5,500 sq ft
Fire Station #42	15240 Thompson Rd, Milton, GA	2023	6,500 sq ft
Fire Station #43	750 Hickory Flat Rd, Milton, GA	1995	13,000 sq ft
Fire Station #44	13690-A Highway 9, Milton, GA	2020	14,000 sq ft
Bethwell Community Center	2695 Hopewell Rd, Milton, GA	1975	1,300 sq ft
Milton City Park & Preserve	1785 Dinsmore Rd	1990, Reno 2022	8,250 sq ft
Police HQ/ Municipal Court	13690-B State Route 9, Milton, GA	2020	25,000 sq ft

Additional information can be found on the City website links below.
https://www.miltonga.gov/government/fire/fire-stations-and-apparatus
https://www.miltonga.gov/government/parks-rec/parks-facilities

Time Requirements:
Desired completion of the project and submission of all deliverables to the City outlined in the proposal is December 31, 2025, or six (6) months from the notice to proceed.

SECTION 4: OFFEROR PROPOSALS

4.0 CITY'S RIGHT TO INVESTIGATE

The City may make such investigations as deemed necessary to determine the ability of the Offeror to provide the supplies and/or perform the services specified.

4.1 OFFEROR INFORMATIONAL REQUIREMENTS

Firms interested in providing the services described in this RFP should be able to demonstrate experience in the areas described in Section 3.

SECTION 5: COST PROPOSAL:

Intentionally Omitted. Offerors should scope proposals to budget based on total grant award of $76,350.00

SECTION 6: EVALUATION CRITERIA

6.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the proposals according to the following criteria:

- A selection team for the City will initially evaluate and score all submittals received.
- Proposals not meeting the minimum requirements and those who are non-responsive will not be considered.

Proposal Evaluation Criteria:

Qualifications of the Team **30 pts.**

- Organizational strength and stability
- Education and experience of the assigned staff
- Key personnel's level of involvement
- Availability of key personnel

Related Projects and References **30 pts.**

- Experience and competence on similar projects
- Quality of services
- Ability to add additional scope within grant award amount
- Ability to meet the schedule

Work Plan **40 pts.**

- Clear understanding of scope of work
- Project schedule
- Ability to add additional scope elements within grant amount
- Innovative approaches

Total Possible Points Available are 100 points.

1. *Interviews and Product Demonstration*
   If applicable, short-listed Vendors will be invited to make a presentation to City of Milton. At this time, they can provide live demonstrations and discuss the benefits with the City. A question and answer will follow the presentation.

2. *Final Ranking*
   Upon completion of the interviews and demonstrations, the evaluation committee will rank the short-listed proposals based on a combination of the evaluation scores and presentation scores. The top-ranked proposal will be recommended for contract award, pending successful negotiations.

Appendix A: Federal Requirements To City of Milton Request for Proposals RFP 25-PW03, Energy Planning Activities for Facilities

Certifications Regarding Conflict of Interest; Tax Delinquency; Lobbying

By submitting a bid, each contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this RFP, that no employee of the City, nor any member thereof, nor any public agency or official affected by the proposed contract for services has any pecuniary interest in the business of the firm or its subcontractor(s), and that no person associated with the firm or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the proposed contract.

By submitting a bid, the bidder certifies the accuracy of the following two statements: (1) The bidder represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (2) The bidder represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

By submitting a bid, the bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making
of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Equal Opportunity

All work procured and performed must strictly comply with federal Equal Employment Opportunity requirements (Executive Order No. 11246 and amendments and supplements to that Order). More details regarding these requirements are found in Exhibit N.1 to the Sample Contract attached to the RFP.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to *41 CFR 60-4*.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance

by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in this solicitation are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications*, Executive Order 11246*, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under *41 CFR part 60-3*.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to *Executive Order 11246*.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to *Executive Order 11246*, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and *Executive Order 11246*, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with *41 CFR 60-4*.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the *Public Works Employment Act of 1977* and the Community Development Block Grant Program).

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth in the RFP or sample contract attached thereto.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
	21.2	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.
The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Fulton County, Georgia.

Non-Segregation Notice to Prospective Federally Assisted Construction Contractors

By submitting a bid, the contractor certifies that it does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his/her files.

Buy America Certification and Agreement

As a condition of submitting a proposal, the Offeror agrees to comply with applicable Buy America requirements, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in the project are produced in the United States, unless the Federal government has issued a waiver for or otherwise exempted the product. Buy America requirements do not apply when the total value of the materials or equipment does not exceed $2,500.

Certificate of Buy American Compliance for Manufactured Products

Engineering and Design Services

The Recipient shall award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

Non-Collusion Certification

The undersigned must be duly authorized to submit the proposal on behalf of the Offering company, corporation, firm, partnership or individual ("Offeror"). As a condition of submitting a proposal, the undersigned affirms and declares under penalty of perjury that the Offeror has not prepared this proposal in collusion with any other Offeror, and the Offeror has not, directly or indirectly, entered into any agreement, or otherwise taken any action, in restraint of free competitive offerors connection with the submitted proposal.

Foreign Trade Restriction Certification

The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9.
By submission of an offer, the Bidder certifies that with respect to this solicitation and any resultant contract, the Bidder –
1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.
This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.
The Bidder/Contractor must provide immediate written notice to the City if the Bidder/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Bidder or subcontractor:
1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.
Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Bidder has knowledge that the certification is erroneous.

Disadvantaged Business Enterprises

No DBE goal has been specified for this project.

Title VI Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and its implementing regulations (49 C.F.R. Part 21 and 28 C.F.R. section 50.3), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

National Environmental Policy Act (NEPA)

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has mad a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula – IIJA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https://www.eerepmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.

3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. Inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.
6. Recipients must have a DOE executed Historic Preservation Programmatic Agreementand adhere to the terms and restrictions of its DOE Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.
7. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.
8. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx .
9. Recipients are required to submit quarterly reports in the form of a NEPA log. Sample NEPA Logs can be found at www.energy.gov/node/4816816 . NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.
10. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in "Blueprints and additional activities" must be followed.
11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

Performance of Work in United States

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

Davis-Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000.00 on an award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the Award and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of $2,000.00 funded directly by or assisted in whole or in part by the Award are paid wages at rates not less than those prevailing wages on projects of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

1. Ensuring that wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
2. Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
3. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
4. Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
5. Conducting payroll and job-stie reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.
6. Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.
7. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal of Federally Assisted Construction Project.

8. Notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.
9. Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis-Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it does not and will no **require its employees or contractors to sign internal nondisclosure or confidentiality** agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
B. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it issues unless it contains the following provisions:

i. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

SECTION 7: STANDARD CONTRACT INFORMATION

7.0 STANDARD CONTRACT

The City's standard contract is attached to this document as Appendix A. Offeror should notify the City of any terms within the standard contract that preclude them from responding to the RFP. This notification must be made by the deadline for receipt of written/e-mailed questions or with the Offeror's RFP response. Any requests for material, substantive, important exceptions to the standard contract will be addressed in any formal written addendum issued by the procurement officer in charge of the solicitation. The City reserves the right to address any non-material, minor, insubstantial exceptions to the standard contract with the highest scoring Offeror at the time of contract negotiation.

7.1 ADDITIONAL CONTRACT PROVISIONS AND TERMS

This RFP and any addenda, the Offeror's RFP response, including any amendments, a best and final offer, any clarification question responses, and any negotiations shall be included in any resulting contract. The City's standard contract, attached as Appendix A, contains the contract terms and conditions which will form the basis of any contract negotiated between the City and the highest scoring Offeror. The contract language contained in Appendix A does not define the total extent of the contract language that may be negotiated. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

7.2 SUBCONTRACTOR

The highest scoring Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposals. The City reserves the right to approve all sub-contractors. The Contractor shall be responsible to the City for the acts and omissions of all sub-contractor or agents and of persons directly or indirectly employed by such sub-contractor, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document, or any contract documents created as a result of any contract awards derived from this RFP shall create any contractual relationships between any subcontractor and the City.

7.3 GENERAL INSURANCE REQUIREMENTS

See sample contract.

7.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Milton with proof of compliance with the Workers' Compensation Act while performing work for the City. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be received by the City of Milton within ten (10) working days of the Request for Documents Notice and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO OFFERORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

7.5 COMPLIANCE WITH LAWS

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. The Contractor agrees that the hiring of persons to perform the contract will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

7.6 CONTRACT TERMINATION

See sample contract.

~ SAMPLE CONTRACT INTENTIONALLY OMITTED ~

ACKNOWLEDGEMENT
RECEIPT OF ADDENDUM #1
RFP 25-PW03

Upon receipt of documents, please email this page to:

City of Milton
Attn: Honor Motes, Purchasing Office
2006 Heritage Walk
Milton, GA 30004
Phone: 678-242-2500
Email: honor.motes@miltonga.gov

I hereby acknowledge receipt of documents pertaining to the above referenced RFP.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP:** _____

PHONE: _____ **FAX:** _____

EMAIL ADDRESS: _____

_____ _____
Signature **Date**
ADDENDUM #1

ADDENDUM #1
RFP 25-PW03

Questions and *Answers*

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

1. Is the City looking for one consultant to do both scopes of work or would the City consider awarding each scope to separate consultants? ~ The City is seeking a single consultant for both scopes (the entire project).

2. Question: Revision Request No. 1 (Sample Contract Section IV G Responsibility of Consultant and Indemnification of City on pdf pg. 39 of 58) Requested Change - Revise the clause to include the following language: "...; provided that this entire indemnity obligation section of this Professional Services Agreement shall only apply to the extent Liabilities are caused by or result from the negligence, recklessness, or intentionally wrongful conduct of the Consultant or other persons employed or utilized by the Consultant in the performance of this Agreement..." Effect on Offeror's Ability to Perform: This is a minor revision request to clarify the indemnity obligations of Offeror in order to better align those obligations with insurance coverage for professional liability. ~ Requested revisions will be considered from the selected Offeror.

3. Question: Revision Request No. 2 (Sample Contract Section IV G Responsibility of Consultant and Indemnification of City on pdf pg. 39 of 58) Requested Change - Add the following sentence at the end of the section: "Notwithstanding the foregoing and with respect to professional liability claims only, Consultant shall not have an upfront duty to assume the defense of the Indemnified Parties, and the Indemnified Parties shall assume defense of such claims; provided, that Consultant shall be liable and reimburse the Indemnified Parties for reasonable costs incurred for defense of claims due to professional liability after entry of an award from a court or arbitration panel of competent jurisdiction proportionate to Consultant's fault or liability." Effect on Offeror's Ability to Perform: This is a substantive revision request to make the indemnity more likely to be covered by professional liability insurance. ~ Requested revisions will be considered from the selected Offeror.

4. On the disclosure form, who do we put as the Milton Official to whom a campaign contribution was given if we did not give campaign contributions to an elected official, N/A? ~ If no campaign contributions were made, then indicate "n/a" and prime should sign. Should these documents be signed by both the prime and any subcontractors or just the prime? Are there any Applicable Addenda Acknowledgement Forms that need to be completed? They were not included in the submission documentation, to our knowledge. ~ Applicable Addenda Acknowledgement forms are contained in this Addendum #1 and should be completed and returned as directed.

5. For Section 3.1 - Facility Condition Assessment bullet point 5: "Data collected in this assessment shall be in a format that allows importing and integration with OpenGov, the City's enterprise asset management solution and work order management system." Is it expected/preferable for us to have familiarity with the OpenGov website? Can we include understanding its abilities and limitations as part of our proposal? ~ While familiarity with the OpenGov platform is not required, proposers should demonstrate the ability to deliver asset data in a digital format that includes relevant feature attributes and is compatible with ArcGIS integration. Including descriptions of your team's understanding of data formatting, integration approaches, and system compatibility in your proposal is appropriate and encouraged.

6. Section 3.2 - Citywide Electric Vehicle (EV) Assessment: Is the evaluation scope limited to City-owned facilities listed on the RFP, or is it for any infrastructure owned by the City, including properties not listed on the RFP? ~ In addition to those facilities listed in the scope, we would also want to include the following City –owned properties in the EV assessment:
   - Bell Memorial Park – 15245 Bell Park Drive
   - Legacy Park – 170 Cox Road
   - Broadwell Pavilion – 12615 Broadwell Road
   - Providence Park – 13440 Providence Park Drive

7. Do we need to submit documentation for all of the requirements in Appendix A, or does our submission of the RFP and documents outlined in section 1.4 suffice to meet these requirements? If documentation is needed, what documentation suffices for each section? ~ Submission of a proposal serves as an acknowledgement and compliance of all requirements included in Appendix A.

8. Are insurance requirements in the sample contract negotiable or fixed for this opportunity? ~ Insurance requirements listed under Section (2) Minimum Limits of Insurance, a – d (of the Sample Contract) should be followed.

EXHIBIT “B”

City of Milton

Energy Planning Activities for Facilities

RFQ 25-PW03

Milton, GA
April 29, 2025



TOGETHER, BUILDING A THRIVING PLANET

McKinstry
For The Life Of Your Bu

1

Required Forms

- Proposal Cover Page
- Disclosure Form
- Proposal Letter
- Contractor Affidavit & Agreement

CITY OF MILTON GEORGIA

REQUEST FOR PROPOSALS
(THIS IS NOT AN ORDER)

RFP Number:	RFP Title:
25-PW03	Energy Planning Activities for Facilities

Due Date and Time: April 29, 2025 by 2:00 pm EST **Link for virtual announcement of proposals received in response to this RFP will be posted as a "Communication" under this solicitation listing on the City's procurement portal, BidNet Direct*	**Number of Pages: 58**

ISSUING DEPARTMENT INFORMATION

Issue Date: April 3, 2025

City of Milton **Public Works Department** **2006 Heritage Walk** **Milton, GA 30004**	**Phone: 678-242-2500** **Website: www.miltonga.gov**

INSTRUCTIONS TO OFFERORS

Electronic Submittal: **Proposals must be submitted electronically via Milton's BidNet procurement portal/platform at www.miltonga.gov/finance/bids-rfps If you have not registered as a vendor via BidNet we encourage you to register. There is no cost to join, and you will be notified of any potential bid opportunities with the City of Milton as well as other agencies who are part of the Georgia Purchasing Group.	**Mark Envelope/Package:** **RFP Number: 25-PW03** **Name of Company or Firm** **Special Instructions:** **Deadline for Written Questions** **April 15, 2025, by 5:00 PM EST** **Submit questions online via the BidNet Direct procurement portal at www.miltonga.gov/finance/bids-rfps**

IMPORTANT: SEE STANDARD TERMS AND CONDITIONS

OFFERORS MUST COMPLETE THE FOLLOWING

Offeror Name/Address: McKinstry Viridis, LLC PO Box 24567 Seattle, WA 98124	Authorized Offeror Signatory: Marcus Craig (Please print name and sign in ink)
Offeror Phone Number: 813.553.6689	Offeror FAX Number: N/A
Offeror Federal I.D. Number: 88-2827019	Offeror E-mail Address: marcusc@mckinstry.com

OFFERORS MUST RETURN THIS COVER SHEET WITH RFP RESPONSE

CITY OF MILTON DISCLOSURE FORM
MUST BE RETURNED WITH PROPOSAL

This form is for disclosure of campaign contributions and family member relations with City of Milton officials/employees.

Please complete this form and return it as part of your RFP package when it is submitted.

Name of Offeror McKinstry Viridis, LLC

Name and the official position of the Milton Official to whom the campaign contribution was made (Please use a separate form for each official to whom a contribution has been made in the past two (2) years.)

N/A

List the dollar amount/value and description of each campaign contribution made over the past two (2) years by the Applicant/Opponent to the named Milton Official.

Amount/Value	Description

Please list any family member that is currently (or has been employed within the last 12 months) by the City of Milton and your relation:

CITY OF MILTON GEORGIA

RFP# 25-PW03
PROPOSAL LETTER
MUST BE RETURNED WITH PROPOSAL

We propose to furnish and deliver all the deliverables and services named in the Request for Proposal (25-PW03), Energy Planning Activities for Facilities.

It is understood and agreed that we have read the City's specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included meet or exceed any and all such City specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities, and informalities, and to make an award in the best interest of the City.

PROPOSAL SIGNATURE AND CERTIFICATION

I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign for my company. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq. have not been violated and will not be violated in any respect.

Authorized Signature _____ Date April 21, 2025

Print/Type Name Marcus Craig

Print/Type Company Name Here McKinstry Viridis, LLC

MILTON
ESTABLISHED 2006

CONTRACTOR AFFIDAVIT AND AGREEMENT

MUST BE RETURNED WITH PROPOSAL

STATE OF GEORGIA

CITY OF MILTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

1374316
E-Verify Number

8.6.2024
Date of Authorization

McKinstry Viridis, LLC
Name of Contractor

Energy Planning Activities for Facilities
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on APRIL, 21, 2025
in CUMMING (city), GA (state).

Signature of Authorized Officer or Agent

MARCUS CRAIG
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 21 DAY OF April, 2025

NOTARY PUBLIC

[NOTARY SEAL]

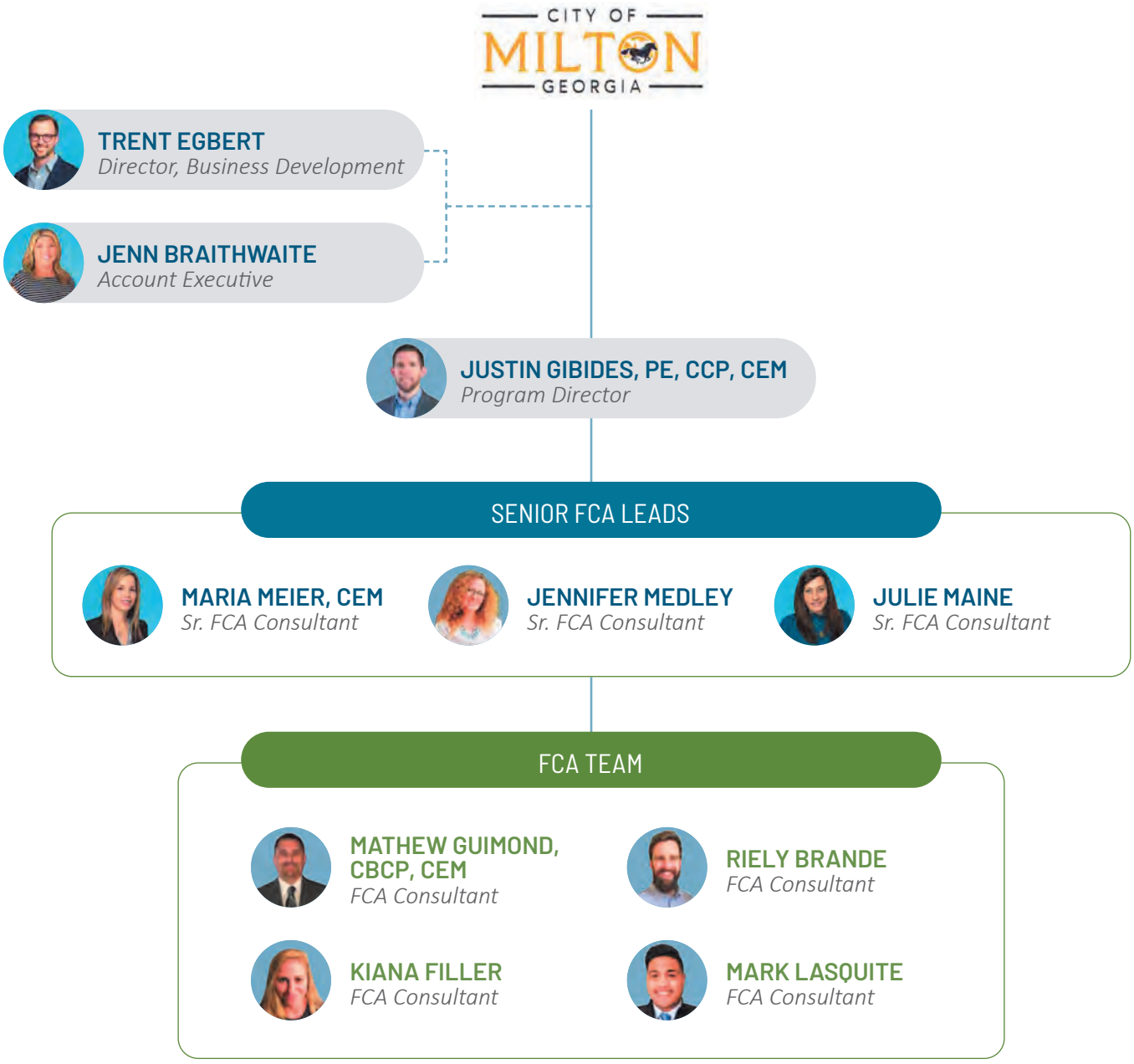
DANA RUMBAUSKAS
Notary ID #131758418
My Commission Expires
October 12, 2026

My Commission Expires:
October 12, 2026

2

Project Team

Project Team



What Sets Us Apart

McKinstry is a flexible organization with a sole purpose: ensuring operational and financial excellence “for the life of your building”. We have purposefully avoided influences that do not align with our client’s goals, such as manufacturing our own products or proprietary service agreements that lead to biased recommendations. As you will see in the resumes, our people are extremely talented and have ample experience. We place a strong emphasis on working as a team, ensuring we bring a broad perspective to the client's problems to make best use of that talent and experience.

> “The experience, professionalism, and technical expertise McKinstry has displayed are among the highest in the industry.”
>
> *— Joe Castro PE, City of Boulder, Colorado*

3

Work Plan

Work Plan

Detailed Facility Condition Assessment

McKinstry has assembled a best-in-class team that is fully resourced, trained and ready to execute a detailed and accurate in-depth assessment of all identified City of Milton facilities. We will analyze every aspect of City facilities, focusing primarily on capital-intensive and mission-critical equipment and site work, to aid in the creation of a multi-year roadmap that clearly articulates the condition, replacement cost, risk and need (evaluation metrics of which will be formalized during project kick-off with the City) that can be readily updated and utilized for years to come.

Using non-invasive, non-destructive testing and observation methods, our FCA process consists of six key components:



1. LEARN

Documentation Review and Interviews with Key On-Site Personnel

Understanding the project context and Milton's goals is the first and most critical step. Our assessment team reviews available documents to familiarize themselves with the facilities and to verify the accuracy of the information available. We will conduct interviews with key stakeholders to gather critical information on historic performance and known deficiencies. At a minimum, we will request and review existing drawings for all systems and vintages, existing asset lists, as available and applicable, and existing maintenance procedures and work order history, detailing what equipment has required more than expected maintenance.

2. ASSESS

Walk-Through Survey by Team of Field Observers Representing Key Disciplines

The walk-through includes:

- Visual observation of the assets and building systems to determine the current condition and likely remaining life of each asset or building system
- Identification of major building and maintenance deficiencies (backlog maintenance) to be addressed over a period of time, but not less than 10 years
- Identification and documentation of specific deficiencies with recommended methods for repairing/replacing and the associated costs

3. ESTIMATE

Prepare Reality-Based Construction Cost Estimates & Action to Address Deficiencies

We utilize our collective experience with all building systems and real-world project costs to develop costs to correct deficiencies and replace obsolete assets. Our library of cost data is an optimal combination of standardized industry cost data from RS Means, with actual executed costs from our own regional construction projects. When necessary, we can also utilize our partnerships with local subcontractors to obtain accurate cost information for specific system types.

Work Plan

4. ANALYZE

Prepare Reveal™ Dashboard and FCA report

We compile all field observations and documented interviews into a final presentation document. Our assessment will include a comprehensive list of all equipment surveyed showing make, model, service life, year installed, condition, approximate replacement cost and approximate year of replacement. In addition to the collection of the data, there is a quality review that happens at this stage that ensures consistency in data, nomenclature, ratings and scoring. We generate a capital plan with an executive summary and graphic presentation of results to provide a brief, user-friendly summary of the observed condition and estimated costs assigned by category.

5. INTEGRATE

Project Outcomes & Integration

Findings from all efforts determined by a future scope of work (facility conditions assessment, maintenance planning, energy efficiency recommendations, solar/renewable energy feasibility) will be summarized and prepared for presentation to the City for review and discussion of report findings.

6. PLAN

Capital Planning Support

We recognize that the asset information, cost estimates and opinions of remaining life provided during the FCA are only the first steps in beginning to craft a well-informed capital improvement plan. We will work with your staff to sort through and interpret this data, customize data exports, prioritize projects, identify design and engineering needs, and update cost estimates and timelines. The final objective for these support services will be to provide the City with everything they need to develop an accurate, data driven and sustainability-aligned capital improvement plan.

Using Technology for Better Delivery

At McKinstry, we utilize technology to streamline our FCA planning and operations. From logistical planning through report delivery, technological tools help us deliver FCAs on time, within budget and, most importantly, to satisfied clients. To make data even more actionable, McKinstry incorporates all collected data into our online, interactive data visualization tool, Reveal™, that gives decision makers the ability to navigate through their portfolio from top to bottom, plan multiple scenarios for funding and replacement, and communicate priorities and plans to stakeholders.

Electric Vehicle Charging Infrastructure

McKinstry has deployed over 600 EV chargers, including some of the largest, most complex EV installations in the U.S. Our experience includes mass transit charging facilities, fleet depots and consumer EV charging infrastructure of all sizes. McKinstry can help at any stage of EV implementation. Our services include:

- **Planning** – Existing facility and vehicle analysis to develop the ideal configuration for unique needs
- **Power** – Utility coordination, power upgrades and rate analysis
- **Design** – Future-proof approach which maximizes site infrastructure for later expansions
- **Construction** –In-house, union construction team
- **Procurement** –Upstream supplier relationships to minimize cost and reduce supply chain risk.
- **Funding** –Dedicated team to help our clients apply and receive funding to offset project costs

4

Related Projects & References

Related Projects & References

City of Greenville FACILITY CONDITION ASSESSMENT

PROJECT OVERVIEW

McKinstry performed an FCA for 11 buildings throughout the City of Greenville, SC. The goal of the project was to provide a data-driven understanding of the current condition of the buildings' mechanical, electrical, plumbing (MEP) equipment and building envelope components. The onsite assessment reviewed the physical condition of the equipment and components and scored them according to their estimated/observed life remaining, condition, impact on the building and/or rooms, and the estimated replacement/renewal costs.

The FCA report encompasses and summarizes all asset condition-related field observations and recommendations based on the site visit performed. Pertinent data and collected asset inventory are available in the Reveal database. The report also summarizes the recommendations for each building, as well as the expected replacement costs over the next ten years.

PROJECT LOCATION
Greenville, SC

PROJECT SIZE
11 Buildings
80,000 SF

PROJECT DATES
2023-2024

CLIENT REFERENCE
David L. Derrick, PWLF
Public Works Director
864.467.4335
dderrick@greenvillesc.gov

CAPITAL PLANNING

The capital plans provided in the report are broken into three separate plans: the 2-Year Plan, the 5-Year Plan, and the 10-Year Plan. Each plan includes the exterior envelope, interior construction and finishes, and major MEP equipment expected to need replacement during these periods, based on the observed condition of the equipment at the time of the assessment. The 2-Year Plan includes assets failing within the next two years, the 5-Year Plan includes assets failing between three and five years, and the 10-YearPlan includes assets failing in the next six to ten years.

This project was delivered by the same Southeast team that will be working with the City of Milton. The FCA was led by Mark Lasquite.

Cumberland County Schools INTEGRATED FACILITY ASSESSMENT

PROJECT LOCATION
Crossville, TN

PROJECT SIZE
15 Buildings

PROJECT DATES
2024

CLIENT REFERENCE
Kim L Bray
Chief Operations Officer
931.484.6135
kbray@ccschools.k12tn.net

PROJECT OVERVIEW

Cumberland County Schools, TN, initiated a pilot Facility Condition Assessment with McKinstry to establish a long-term strategy for facilities investment. The program equipped district leaders with a custom tool and essential facility data that helped them prioritize deferred maintenance when overall budgets were shrinking. Most important to the district, they wanted to shift to a more objective, data-driven process, instead of relying on competing interests from the various stakeholders. McKinstry is in active discussion on a second phase to complete the remaining 14 schools across the district.

This project was delivered by the same Southeast team that will be working with the City of Milton. The FCA was led by Riely Brande.

Related Projects & References

City of Chamblee SUSTAINABILITY ROADMAP

PROJECT OVERVIEW

In 2023, McKinstry entered into a consulting contract with the City of Chamblee, GA, to develop a sustainability roadmap. The city had a sustainability plan developed in the past but were finding it difficult to actually move the needle on the vast amount of recommendations. McKinstry took a very practical approach, developing a roadmap with clear scope, dates, quantified cost and benefits, that resulted in realistic and acheiveable goals. One of these goals was to establish complete fleet charging infrastructure and electrify all non-patrol passenger vehicles by 2030. This goal was arrived at after extensive involvement from our EV charging team. McKinstry is in active discussions with Chamblee on our next phase of implementation.

This project was delivered by the same Southeast team that will be working with the City of Milton.

PROJECT LOCATION
Chamblee, GA

PROJECT SIZE
7 Buildings

PROJECT DATES
2023-2024

CLIENT REFERENCE
Blake Dodd
Special Projects Manager
470.395.2359
bdodd@chambleega.gov

City of Alpharetta FACILITY CONDITION ASSESSMENT & EXISTING BUILDING CX

PROJECT LOCATION
Alpharetta, GA

PROJECT SIZE
60 Buildings

PROJECT DATES
2024

CLIENT REFERENCE
Dennis Roland
Sr. Operations Manager
678.297.6261
droland@alpharetta.ga.us

PROJECT OVERVIEW

McKinstry won a competitive procurement for Energy Savings Performance Contracting (ESPC) with the City of Alpharetta, a prominent suburb of Atlanta. One of the capabilities that the City most appreciated about McKinstry was the focus on long term planning and leveraging existing assets, whereas most of the industry seeks to build large, one-time infrastructure projects justified by embellished energy savings.

Alpharetta awarded McKinstry both an $87,631 Investment Grade Audit (IGA) contract to develop an ESPC, as well as a $102,016 facility condition assessment to assess nearly 10,000 individual assets across the city's 60 facilities, noting when each asset would reach end of useful life and the expected cost of replacement, over the next 30 years.

During this phase of work, occupants of the 911 Center petitioned for a $200,000 HVAC replacement stemming from high humidity and comfort complaints. Instead of acquiescing to appease the occupants, the City turned to McKinstry to investigate and recommend a better course of action. McKinstry performed existing building commissioning investigation on the HVAC and associated building automation system (BAS), and found that with simple BAS updates, cooling and dehumidification could be improved without the need for equipment replacement or BAS upgrade.

This project was delivered by the same Southeast team that will be working with the City of Milton. The FCA was led by Mathew Guimond and Riely Brande.

5

Applicable Addenda Acknowledgement Forms

AC NOWLED EMENT
RECEIPT OF ADDENDUM
RFP PW

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I RFP

COMPANY NAME McKinstry Viridis, LLC

CONTACT PERSON Trent Egbert

ADDRESS 5485 Bethelview Road, Suite 360-343

CITY Cumming STATE GA IP 30040

PHONE 503.278.4306 FA N/A

EMAIL ADDRESS trente@mckinstry.com

S 4.25.25
D
ADDENDUM

6

Appendix: Resumes

Appendix: Resumes



Justin Gibides, PE, CCP, CEM PROGRAM DIRECTOR

Project Experience

- **HILLSBOROUGH COUNTY PUBLIC SCHOOLS** • TAMPA, FL
  FCA & EBCx
  Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

- **ST. LUCIE PUBLIC SCHOOLS** • PORT ST. LUCIE, FL
  Energy Audit
  McKinstry was selected by St. Lucie Public Schools to perform comprehensive energy audits of all district facilities and provide recommendations to the district on energy-savings opportunities.

- **ISS** • SAN ANTONIO, TX
  IKEA Asset Due Diligence
  Oversaw the asset due diligence team that verified building asset inventories and facility data through on-site assessments across 54 retail sites totaling 16M sq. ft. with an average facility size of 250,000+ sq. ft.

EDUCATION
MS, Mechanical Engineering, North Carolina State University

BA, Physics, Franklin & Marshall College

TENURE
In the industry for 16 years.



Maria Meier, CEM SENIOR FCA CONSULTANT

Project Experience

- **HILLSBOROUGH COUNTY PUBLIC SCHOOLS** • TAMPA, FL
  FCA & EBCx
  Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

- **HILLSBOROUGH COUNTY PUBLIC SCHOOLS** • TAMPA, FL
  HVAC Renovation Cx
  Delivered comprehensive Cx services for deep retrofit of HVAC systems and controls at 46 sites covering 8M sq. ft. over phased work spanning 4 years.

- **HILLSBOROUGH COUNTY PUBLIC SCHOOLS** • TAMPA, FL
  Zero Carbon Project
  Developed a Zero Over Time/Greenhouse Gas Reduction Plan for 240+ schools/sites covering 29M sq. ft.

EDUCATION
MS, Business Administration, University of Maryland

BS, Industrial Engineering, Universidad Jose Maria Vargas

AA, Business Administration, Sunny Rockland Community College

TENURE
In the industry for 18 years.

Appendix: Resumes



Jennifer Medley, CIT SENIOR FCA CONSULTANT

EDUCATION
BS, Psychology, University of Oklahoma

TENURE
In the industry for 26 years.

Project Experience

HILLSBOROUGH COUNTY PUBLIC SCHOOLS • TAMPA, FL
FCA & EBCx
Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

ISS • SAN ANTONIO, TX
IKEA Asset Due Diligence
Verified building asset inventories and facility data through on-site assessments across 54 retail sites totaling 16M sq. ft. with an average facility size of 250,000+ sq. ft.

SODEXO • ST. PETERSBURG, FL
Johns Hopkins All Children's Hospital FCA
McKinstry performed an FCA for 13 buildings in the Johns Hopkins All Children's Hospital system totaling 226,000 sq. ft.



Julie Maine SENIOR FCA CONSULTANT

EDUCATION
BA, Architecture, University of Houston

TENURE
In the industry for 25 years.

Project Experience

HILLSBOROUGH COUNTY PUBLIC SCHOOLS • TAMPA, FL
FCA & EBCx
Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

CITY OF ALPHARETTA • ALPHARETTA, GA
Facility Condition Assessment
Performed a facility condition assessment to assess nearly 10,000 individual assets valued at $55M across the city's 60 facilities, noting when each asset would reach end of useful life and the expected cost of replacement, over the next 30 years.

CITY OF RACINE • RACINE, WI
City-Wide Facilities Condition Assessment
Assessed 71 city-owned facilities totaling over 880,000 sq. ft. across 2 phases of work.

Appendix: Resumes



Mathew Guimond, CBCP, CEM FCA CONSULTANT

EDUCATION
BS, Alternative & Renewable Energy Management, Everglades University

AS, Applied Technology, Central Texas College

TENURE
In the industry for 8 years.

Project Experience

HILLSBOROUGH COUNTY PUBLIC SCHOOLS • TAMPA, FL

FCA & EBCx

Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

ST. LUCIE PUBLIC SCHOOLS • PORT ST. LUCIE, FL

Energy Audit

McKinstry was selected by St. Lucie Public Schools to perform comprehensive energy audits of all district facilities and provide recommendations to the district on energy-savings opportunities.

CITY OF ALPHARETTA • ALPHARETTA, GA

Facility Condition Assessment

Performed a facility condition assessment to assess nearly 10,000 individual assets valued at $55M across the city's 60 facilities, noting when each asset would reach end of useful life and the expected cost of replacement, over the next 30 years.



Riely Brande FCA CONSULTANT

EDUCATION
BS, Mechanical Engineering, United States Coast Guard Academy

TENURE
In the industry for 5 years.

Project Experience

CITY OF ALPHARETTA • ALPHARETTA, GA

Facility Condition Assessment

Performed a facility condition assessment to assess nearly 10,000 individual assets valued at $55M across the city's 60 facilities, noting when each asset would reach end of useful life and the expected cost of replacement, over the next 30 years.

ST. LUCIE PUBLIC SCHOOLS • PORT ST. LUCIE, FL

Energy Audit

McKinstry was selected by St. Lucie Public Schools to perform comprehensive energy audits of all district facilities and provide recommendations to the district on energy-savings opportunities.

CUMBERLAND COUNTY SCHOOLS • CROSSVILLE, TN

Integrated Facility Assessment

Performed an Integrated Facility Assessment for an elementary school and district-wide proactive and reactive maintenance processes, as well as health evaluation of the building automation system.

Appendix: Resumes



Kianna Filler FCA CONSULTANT

EDUCATION
BS, Facilities Engineering, Massachusetts Maritime Academy

TENURE
In the industry for 5 years.

Project Experience

HILLSBOROUGH COUNTY PUBLIC SCHOOLS • TAMPA, FL

FCA & EBCx

Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

ST. LUCIE PUBLIC SCHOOLS • PORT ST. LUCIE, FL

Energy Audit

McKinstry was selected by St. Lucie Public Schools to perform comprehensive energy audits of all district facilities and provide recommendations to the district on energy-savings opportunities.

NORTHERN ARIZONA UNIVERSITY • FLAGSTAFF, AZ

Residence Halls FCA

McKinstry completed an FCA of the Residential Halls at Northern Arizona University as part of a multi-phase, campus-wide FCA project. Julie assessed 24 separate residential hall buildings across campus totaling 1.8M sq. ft.



Mark Lasquite FCA CONSULTANT

EDUCATION
BS, Technical Management, Southern New Hampshire University

AA, Electronics, Coastline Community College

TENURE
In the industry for 14 years.

Project Experience

HILLSBOROUGH COUNTY PUBLIC SCHOOLS • TAMPA, FL

FCA & EBCx

Delivered a comprehensive existing building commissioning (EBCx) and facility condition assessment (FCA) project across 240+ schools/sites covering 29M sq. ft. over six phases of work with the goal of driving $7M/year in energy savings for the school district.

GREENVILLE COUNTY • GREENVILLE, SC

Facility Condition Assessment

Performed an FCA for 11 buildings throughout the City of Greenville, SC. The goal of the project was to provide a data-driven understanding of the current condition of the buildings' mechanical, electrical, plumbing (MEP) equipment and building envelope components.

NORTHERN ARIZONA UNIVERSITY • FLAGSTAFF, AZ

Residence Halls FCA

McKinstry completed an FCA of the Residential Halls at Northern Arizona University as part of a multi-phase, campus-wide FCA project. Julie assessed 24 separate residential hall buildings across campus totaling 1.8M sq. ft.

TOGETHER, BUILDING A THRIVING PLANET.

McKinstry®
For The Life Of Your Building

MCKINSTRY.COM

CERTIFICATE OF LIABILITY INSURANCE

6/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC PO Box 3018 Bothell, WA 98041	CONTACT NAME: PHONE (A/C, No, Ext): (425) 489-4500 FAX (A/C, No): (425) 485-8489 E-MAIL ADDRESS: now.info@hubinternational.com
INSURED McKinstry Viridis, LLC PO Box 24567 Seattle, WA 98124-0567	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Travelers Indemnity Company — 25658 INSURER B : Travelers Property Casualty Company of America — 25674 INSURER C : The Travelers Indemnity Company of Connecticut — 25682 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	VTC2K-CO-5643B901-IND-25	1/31/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG WA STOP GAP	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	VTC2J-CAP-5643B913-TIL-25	1/31/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	UB-9K158609-24-25-G	10/1/2024	10/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Energy Planning Activities for Facilities

City of Milton, Georgia is included as Additional Insured, coverage is primary and non-contributory and waiver of subrogation applies per the attached forms/endorsements.

CERTIFICATE HOLDER

City of Milton, Georgia
2006 Heritage Walk
Alpharetta, GA 30004

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.

AUTHORIZED REPRESENTATIVE

Brandon Bowcon

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EXHIBIT "C"

See Exhibits "A" and "B"

EXHIBIT "D"

STATE OF Texas
COUNTY OF Dallas

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

2500363 Federal Work Authorization User Identification Number

8/5/2024 Date of Authorization

McKinstry Viridis, LLC
Name of Contractor

Energy Planning Activities for Facilities Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on July 14, 2025 in Dallas (city), TX (state).

Signature of Authorized Officer or Agent

Collette Duck, Secretary
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 14 DAY OF July, 2025.

NOTARY PUBLIC

[NOTARY SEAL]

DANA RUMBAUSKAS
Notary ID #131758418
My Commission Expires
October 12, 2026

My Commission Expires:
October 12, 2026

EXHIBIT "E"

STATE OF _____
COUNTY OF _____

Not Applicable

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with McKinstry Viridis, LLC on behalf of the City of Milton, Georgia has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

Energy Planning Activities for Facilities
Name of Project

City of Milton, Georgia
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, 20__ in _____ (city), _____ (state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____, 20___.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:

_____

EXHIBIT "F"

The following individuals are designated as Key Personnel under this Agreement and, as such, are necessary for the successful prosecution of the Work:

Individual	Position
Justin Gibides	Program Director
Mathew Guimond	FCA Consultant
Riely Brande	FCA Consultant
Kiana Filler	FCA Consultant

EXHIBIT "G"
Federal Requirements

Consultant acknowledges that the Work will be funded in part by federal funding via the Energy Efficiency and Conservation Block Grant (EECBG) Program. To achieve compliance with federal requirements, Consultant agrees to the following supplemental terms and conditions:

1. Certifications Regarding Conflict of Interest; Tax Delinquency; Lobbying

By submitting a bid, each contractor certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this ITB, that no employee of the City, nor any member thereof, nor any public agency or official affected by the proposed contract for services has any pecuniary interest in the business of the firm or its subcontractor(s), and that no person associated with the firm or its subcontractor(s) has any interest that would conflict in any manner or degree with the performance of the proposed contract.

By submitting a bid, the bidder certifies the accuracy of the following two statements: (1) The bidder represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (2) The bidder represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

By submitting a bid, the bidder certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making

of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be

subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

2. **Equal Opportunity**

All work procured and performed must strictly comply with federal Equal Employment Opportunity requirements (Executive Order No. 11246 and amendments and supplements to that Order). More details regarding these requirements are found in Exhibit N.1 to the Sample Contract attached to the RFP.

3. Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to *41 CFR 60-4*.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate

their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in this solicitation are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, *Executive Order 11246*, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under *41 CFR part 60-3*.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to *Executive Order 11246*.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to *Executive Order 11246*, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and *Executive Order 11246*, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with *41 CFR 60-4*.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the *Public Works Employment Act of 1977* and the Community Development Block Grant Program).

4. Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

1. The Offeror's or Bidder's attention is called to the “Equal Opportunity Clause” and the “Standard Federal Equal Employment Specifications” set forth in the ITB or sample contract attached thereto.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Time-tables	Goals for minority participation for each trade	Goals for female participation in each trade
	21.2	6.9

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.
The Contractor's compliance with the Executive Order and the regulations in 41 CFR part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” is Fulton County, Georgia.

5. Non-Segregation Notice to Prospective Federally Assisted Construction Contractors

By submitting a bid, the contractor certifies that it does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his/her files.

6. Buy America Certification and Agreement

As a condition of submitting a bid, the bidder agrees to comply with applicable Buy America requirements, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in the project are produced in the United States, unless the Federal government has issued a waiver for or otherwise exempted the product. Buy America requirements do not apply when the total value of the materials or equipment does not exceed $2,500.

7. <u>Certificate of Buy American Compliance for Manufactured Products</u>

<u>Engineering and Design Services</u>

The Recipient shall award each contract or subcontract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping, or related services with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under 2 C.F.R. 200.320 or an equivalent qualifications-based requirement prescribed for or by the Recipient.

8. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipient acknowledges that Section 889 of Pub. L. No. 115-232, 2 C.F.R. 200.216 and 2 C.F.R. 200.471 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

9. Non-Collusion Certification

The undersigned must be duly authorized to submit the bid on behalf of the bidding company, corporation, firm, partnership or individual ("bidder"). As a condition of submitting a bid, the undersigned affirms and declares under penalty of perjury that the bidder has not prepared this bid in collusion with any other bidder, and the bidder has not, directly or indirectly, entered into any agreement, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

10. Foreign Trade Restriction Certification

The definitions pertaining to this provision are those that are set forth in 49 CFR 30.7-30.9.

By submission of an offer, the Bidder certifies that with respect to this solicitation and any resultant contract, the Bidder –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);

2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Bidder/Contractor must provide immediate written notice to the City if the Bidder/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Bidder or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
3) who incorporates in the public works project any product of a foreign country on such USTR list.
Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Bidder agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Bidder has knowledge that the certification is erroneous.

11. Disadvantaged Business Enterprises

No DBE goal has been specified for this project.

12. Title VI Notice

The City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and its implementing regulations (49 C.F.R. Part 21 and 28 C.F.R. section 50.3), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, sex, color, or national origin in consideration for an award.

13. National Environmental Policy Act (NEPA)

DOE must comply with the National Environmental Policy Act (NEPA) prior to authorizing the use of Federal funds. Based on all information provided by the Recipient, SCEP has mad a NEPA determination by issuing a categorical exclusion (CX) for all activities listed in the Activity File approved by the Contracting Officer and the DOE NEPA Determination. The Recipient is thereby authorized to use Federal funds for the defined project activities, subject the Recipient's compliance with the conditions stated below and except where such activity is subject to a restriction set forth elsewhere in this Award.

Condition(s):

1. This NEPA Determination only applies to activities funded by the Administrative and Legal Requirements Document (ALRD) for the EECBG Program Formula Infrastructure Investment and Jobs Act (EECBG Formula – IIJA) which are awarded to non-tribal recipients proposing projects with potential ground disturbing activities within states that have a DOE executed Historic Preservation Programmatic Agreement.
2. Activities not listed under "Blueprints and additional activities" within this NEPA determination are subject to additional NEPA review and approval by DOE. For activities requiring additional NEPA review, Recipients must complete the environmental questionnaire (EQ-1) found at https://www.eerepmc.energy.gov/NEPA.aspx and receive notification from DOE that the NEPA review has been completed and approved by the Contracting Officer prior to initiating the project or activities.
3. Activities proposed on tribal lands or tribal properties would be restricted to homes/buildings less than forty-five (45) years old and without ground disturbance. Recipients must contact their DOE Project Officer for a Historic Preservation Worksheet to request a review of activities that are listed below on tribal homes/buildings forty-five (45) years and older and/or ground disturbing activities. The DOE NEPA team must review the Historic Preservation Worksheet and notify the Recipient's DOE Project Officer before activities listed on the Historic Preservation Worksheet may begin.
4. Inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to a particular project.
5. The Recipient must identify and promptly notify DOE of extraordinary circumstances, cumulative impacts, or connected actions that may lead to significant effects on the human environment, or any inconsistency with the "integral elements" (as contained in 10 CFR Part 1021, Appendix B) as they relate to project activities.

. Recipients must have a DOE executed Historic Preservation Programmatic Agreement and adhere to the terms and restrictions of its DOE Historic Preservation Programmatic Agreement. DOE executed Historic Preservation Programmatic Agreements are available at https://www.energy.gov/node/812599.

. Recipients are responsible for reviewing the online NEPA and Historic preservation training at www.energy.gov/node/4816816 and contacting EECBG.NEPA@ee.doe.gov with any EECBG NEPA or historic preservation questions.

. Recipients are required to submit an annual Historic Preservation Report in the Performance and Accountability for Grants in Energy system (PAGE) at https://www.page.energy.gov/default.aspx .

. Recipients are required to submit quarterly reports in the form of a NEPA log. Sample NEPA Logs can be found at

www.energy.gov/node/4816816 . NEPA logs must be submitted to EECBG.NEPA@ee.doe.gov and your DOE Project Officer.

10. Most activities listed under "Blueprints and additional activities" within this NEPA determination are more restrictive than the Categorical Exclusion. The restrictions included in "Blueprints and additional activities" must be followed.
11. This authorization excludes any activities that are otherwise subject to a restriction set forth elsewhere in the Award.

This authorization is specific to the project activities and locations as described in the Activity File approved by the Contracting Officer and the DOE NEPA Determination.

If the Recipient later intends to add to or modify the activities or locations as described in the approved Activity File and the DOE NEPA Determination, those new activities/locations or modified activities/locations are subject to additional NEPA review and are not authorized for Federal funding until the Contracting Officer provides written authorization on those additions or modifications. Should the Recipient elect to undertake activities or change locations prior to written authorization from the Contracting Officer, the Recipient does so at risk of not receiving Federal funding for those activities, and such costs may not be recognized as allowable cost share.

14. Performance of Work in United States

All work performed under this Award must be performed in the United States unless the Contracting Officer provides a waiver. This requirement does not apply to the purchase of supplies and equipment; however, the Recipient should make every effort to purchase supplies and equipment within the United States. The Recipient must flow down this requirement to its subrecipients.

15. Davis-Bacon Requirements

This Award is funded under Division D of the Bipartisan Infrastructure Law (BIL). All laborers and mechanics employed by the recipient, subrecipients, contractors or subcontractors in the performance of construction, alteration, or repair work in excess of $2,000.00 on an award funded directly by or assisted in whole or in part by funds made available under this Award shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA).

Recipients shall provide written assurance acknowledging the DBA requirements for the Award and confirming that all of the laborers and mechanics performing construction, alteration, or repair work in excess of $2,000.00 funded directly by or assisted in whole or in part by the Award are paid wages at rates not less than those prevailing wages on projects

of a character similar in the locality as determined by Subchapter IV of Chapter 31 of Title 40, United States Code (Davis-Bacon Act).

The Recipient must comply with all Davis-Bacon Act requirements, including but not limited to:

1. Ensuring that wage determination(s) and appropriate Davis-Bacon clauses and requirements are flowed down to and incorporated into any applicable subcontracts or subrecipient awards.
2. Being responsible for compliance by any subcontractor or subrecipient with the Davis-Bacon labor standards.
3. Receiving and reviewing certified weekly payrolls submitted by all subcontractors and subrecipients for accuracy and to identify potential compliance issues.
4. Maintaining original certified weekly payrolls for 3 years after the completion of the project and must make those payrolls available to the DOE or the Department of Labor upon request, as required by 29 CFR 5.6(a)(2).
5. Conducting payroll and job-stie reviews for construction work, including interviews with employees, with such frequency as may be necessary to assure compliance by its subcontractors and subrecipients and as requested or directed by the DOE.

. Cooperating with any authorized representative of the Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation.

. Posting in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal of Federally Assisted Construction Project.

. Notifying the Contracting Officer of all labor standards issues, including all complaints regarding incorrect payment of prevailing wages and/or fringe benefits, received from the recipient, subrecipient, contractor, or subcontractor employees; significant labor standards violations, as defined in 29 CFR 5.7; disputes concerning labor standards pursuant to 29 CFR parts 4, 6, and 8 and as defined in FAR 52.222-14; disputed labor standards; Department of Labor investigations; or legal or judicial proceedings related to the labor standards under this Contract, a subcontract, or subrecipient award.

. Preparing and submitting to the Contracting Officer, the Office of Management and Budget Control Number 1910-5165, Davis-Bacon Semi-Annual Labor Compliance Report, by April 21 and October 21 of each year. Form submittal will be administered through the iBenefits system (https://doeibenefits2.energy.gov) or its successor system.

16. Nondisclosure and Confidentiality Agreements Assurances

A. By entering into this agreement, the Recipient attests that it does not and will no **require its employees or contractors to sign internal nondisclosure or confidentiality** agreements or statements prohibiting or otherwise restricting its employees or contractors from lawfully

reporting waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

B. The Recipient further attests that it does not and will not use any Federal funds to implement or enforce any nondisclosure and/or confidentiality policy, form, or agreement it issues unless it contains the following provisions:

i. "These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling."

ii. The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. Notwithstanding provision listed in paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
Signed by: Tom McKlveen D29D4A00CDC8470...
DATE: Submitted on July 7, 2025, for July 21, 2025, Regular City Council Meeting

AGENDA ITEM: Approval of a Recreation Provider Agreement Between the City of Milton and Milton Mustangs Swim Club to Provide Youth Swim Team Programming.

SUMMARY:

Upon approval of the proposed agreement, the Milton Mustangs Swim Club will continue offering youth swim programming to City of Milton residents. As a trusted and long-standing partner of the Parks and Recreation Department, the club has a strong track record of delivering high-quality programs. All activities will be held at the City of Milton Pool, located at 1785 Dinsmore Rd, Milton, GA 30004.

The Parks and Recreation Advisory Board recommended renewal of the agreement with Milton Mustangs Swim Club for 2025 at the May 15, 2025, meeting.

FUNDING AND FINANCIAL IMPACT:

The pricing will vary based upon the program offering. This contract offers a 15% commission on registration to the City.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

DocuSigned by: Bernadette Harvill ED09D88B47F7499...

Financial Review: Bernadette Harvill, Deputy City Manager – July 11, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – May 22, 2025
Concurrent Review: Steven Krokoff, City Manager

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

City of Milton Parks & Recreation Department Recreation Provider Agreement

CITY OF MILTON

Parks and Recreation Department

Recreation Provider Agreement

Program Provider:

Milton Mustangs Swim Club

TABLE OF CONTENTS PAGE

Department Mission and Philosophy	3
Recreation Provider Agreement	4
Requirements for Recreation Providers *Association Requirements*	5 - 29
Exhibit "A" Scope of Work	30
Exhibit "B" NCSI Background Check Information	31 - 32
Exhibit "C" City and Park Ordinances & Regulations	33 - 36
Exhibit "D" Federal Work Authorization Form - Contractor	37
Exhibit "E" Federal Work Authorization Form - Subcontractor	38
Exhibit "F" Coaching/Instructor Certification	39
Exhibit "G" Accident/Incident Report Form	40
Exhibit "H" Extreme Weather Policy	42 - 44

DEFINITIONS

ASSOCIATION: A volunteer-run organization permitted by the City of Milton to implement a formal recreation program on City property.

CITY: The City of Milton unless otherwise specified.

DEPARTMENT: The City of Milton Parks and Recreation Department.

OCGA: Official Code of Georgia Annotated.

PRAB: Parks and Recreation Advisory Board of the City of Milton.

PROVIDER: Any organization, business, or Association that delivers recreational services and programming in the City of Milton.

CITY OF MILTON PARKS & RECREATION DEPARTMENT
MISSION AND VISION

Mission

The Milton Parks & Recreation Department is unwavering in its dedication to delivering exceptional parks, trails, state-of-the-art facilities, and a diverse array of both traditional and unconventional recreational programs tailored exclusively for the betterment and enjoyment of our valued residents. Our pursuit is to foster and champion healthy lifestyles, contributing to the excellent quality of life within the Milton community.

Vision

The Milton Parks and Recreation Department will develop and maintain premier parks for active, passive, and mixed-use. We will develop trails that will link key locations within the City of Milton and with other cities. We will offer high-quality programs for people of all ages and abilities. The primary focus will be on recreation level activities with limited opportunities for advanced levels of play.

Core Values

Respect, Excellence, Integrity, Responsiveness, Collaboration, Knowledge, Bold Leadership, Recreation, Inclusiveness, and Health.

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Parks & Recreation Manager		
Tom McKlveen	678-242-2519	tom.mcklveen@miltonga.gov
Community Outreach Manager		
Emily Salerno	678-242-2533	emily.salerno@miltonga.gov
Parks & Recreation Program Supervisor		
Thomas Rhodes	678-242-2610	thomas.rhodes@miltonga.gov
Outdoor Recreation Supervisor		
Jen Young	678-242-2575	jen.young@miltonga.gov
Parks & Recreation Coordinator		
Matthew Graney	678-242-2489	matthew.graney@miltonga.gov
Parks & Recreation Specialist		
Micaela Burke	678-242-2544	micaela.burke@miltonga.gov

THIS IS AN AGREEMENT, made this ___ day of _____, 202___, between:

THE CITY OF MILTON, a municipal corporation organized and operating under the laws of the State of Georgia, acting by and through its governing authority, the Milton Mayor and City Council, and with a business address of 2006 Heritage Walk, Milton, Georgia 30004, hereinafter referred to as the "CITY."

and

Milton Mustangs Swim Club hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

PROVIDER NAME: Milton Mustangs Swim Club

ADDRESS: 15285 Highgrove Road

CITY/STATE/ZIP: Milton, GA 30004

PHONE: 404-513-9951

WEBSITE: https://miltonmustangs.swimtopia.com/

EMAIL: milton.mustangsclub@gmail.com

CITY: City of Milton
Parks and Recreation Department
Attn: Parks and Recreation Manager
2006 Heritage Walk
Milton, GA 30004
678-242-2519
www.miltonga.us
Tom.McKlveen@miltonga.gov

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

REQUIREMENTS FOR RECREATION PROVIDERS

ARTICLE 1.0
PROVIDER's Services and Responsibilities

1.1 PROVIDER shall conduct services generally described as Summer swim team for ages 5-18 from May 8th- June 30th

at the following locations:
Milton Pool @ Milton Parks and Preserve
1795 Dinsmore Road, Milton, GA 30004

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference. The parties from time-to-time may update the program details (*i.e.*, program goals, specific dates, and scope of new services, and other services) related to the services hereunder via an attached Addendum/Exhibit hereto. If this Agreement is renewed for another year, any updates to the program details shall be provided to the City no later than October 15th of the renewal term, and if agreed to by the City, the same will be attached hereto as an **Exhibit "A."** Any other Exhibits deemed necessary by the Department shall also be provided to the City no later than October 15th of the renewal term.

1.3 The CITY has designated the Director/Manager of Parks & Recreation or his/her designee for the CITY as its contact person, coordinator, and liaison person with the PROVIDER in the execution of the terms of this agreement. The PROVIDER and The Director of the Parks & Recreation Department (hereinafter referred to as the "Department") or his designee, will coordinate the program schedule, which will be approved by Department Director, or his designee, at its sole discretion. Proposed program schedules shall be provided to the Department at least thirty (30) days prior to the start of the activity.

1.4 All registration fees shall be fair and equitable to all participants. (Execution of this Agreement by the CITY shall act as a finding that the fees proposed in **Exhibit "A"** are fair and equitable; any fees not described in **Exhibit "A"** shall be determined fair and equitable in the reasonable discretion of the Department Director or his designee). The fees charged to each participant will be as described in **Exhibit "A"** for residents of MILTON, and a surcharge of 50% more will be charged to each participant who is not a resident of MILTON, up to a cap of

$90.00. The entire balance of this surcharge for non-residents shall be paid to the CITY. PROVIDER registration commissions to the City are addressed in Article 3 of this Agreement.

Associations are required to provide desired registration dates to the Department in time for inclusion in the City website and promotional activity. The City utilizes universal registration dates for each season. Registration periods that do not align with the City's dates must be approved by the Department. The City provides a link to Association websites at www.miltonga.gov. Associations must notify City of any web address changes.

1.5 The PROVIDER can make available a reasonable number of scholarships for participants requiring assistance. Scholarships offered to residents of the City of Milton will result in no payment of commission on the registration to the City of Milton. Scholarships offered to participants who are not residents of the City of Milton will result in no payment of commission on the registration to the City of Milton, however, the PROVIDER is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City. The PROVIDER is responsible for identifying participants who have received a scholarship from the PROVIDER.

1.6 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to procure the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.9 The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, vaping, adult movies,

adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

1.10 Sponsor and team banners are allowed to be displayed at the park on the day of an event only. They must be mounted in a way that does not damage the city property and they must be removed at the end of the day. Banners must not contain any language or images that would be considered offensive or inappropriate around children.

1.11 The facilities shall not be used for any purpose other than those designated within this Agreement, without the written consent of the CITY. The PROVIDER shall not promote any privately-owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately-owned business. The PROVIDER may not use said facilities to conduct personal business, including but not limited to workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **Exhibit "A".** It is further understood that such improper/prohibited action(s) may result in immediate termination of this Agreement and the forfeiture of all compensation due or authorized for payment to the PROVIDER.

1.12 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the FULTON COUNTY BOARD OF EDUCATION as promulgated from time to time.

1.13 PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement.

1.14 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT. This includes recreation programming that is offered through a partnership with the Provider, by a subcontractor.

1.15 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.16 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules, or regulations applicable to the use of the facility.

1.17 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's

and DEPARTMENT's policies, rules, regulations, ordinances and procedures **(Exhibit "C")**, as well as those of the FULTON COUNTY BOARD OF EDUCATION (if operating on Board of Education property), and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities. The cost of repair or replacement of any harm or damage incurred to CITY equipment or facilities shall be the sole responsibility of PROVIDER.

1.18 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.19 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with access to the City's contracted background check platform **(Exhibit "B")**, where a background check must be executed by and for all of the provider's counselors, coaches, volunteers, subcontractors, employees, or any other individuals that will come in contact with a child, and background checks will be completed at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction, such form authorizing the CITY to conduct a search of each such individual's criminal background. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results

1.20 It is the responsibility of the PROVIDER to ensure that 100% of their coaches, instructors, and volunteers complete all legally mandated reporter training programs before being permitted to volunteer, coach, or instruct.

1.21 The CITY may require all participants in all programs to sign a Waiver and Release of Liability.

1.22 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.23 The PROVIDER shall not sublet any CITY facilities to any entity.

1.24 The PROVIDER agrees that it will provide the CITY with a database in an Excel format of the email addresses of the families of all of the participants in the program. This database will be used for the purpose of the CITY conducting an end of season quality survey. The CITY will share the results with the PROVIDER.

The PROVIDER must maintain a favorable quality rating in 75% of the survey responses. Failure to achieve the desired quality ratings will result in an administrative review of the program and PROVIDER.

1.25 The PROVIDER agrees to continually strive to grow the program(s) it is operating. For the facilities provided, the ideal number of participants is identified in the PROVIDER's scope of work **(Exhibit "A").** PROVIDER shall strive to grow to the ideal capacity and maintain that level of participation. Failure to reach the ideal capacity or a decline in the registration will result in an administrative review of the program and PROVIDER.

1.26 The PROVIDER is permitted multiple advanced level (non-recreation level) teams or levels of programming provided that no advanced level team displaces a single recreation-level participant or team, and the advanced level teams must be made up of at least 50% City of Milton residents. Tryouts must be open to all, advertised in the appropriate media for the sport involved.

Open, advertised tryouts must be held prior to advanced level team formation. Players are not guaranteed positions on any teams prior to the first tryout date.

Tryout rosters must be sent to the CITY for verification of residency prior to the completion of tryouts, to ensure accurate information is known by the program as rosters are created.

Rosters for advanced level teams must be submitted to the Department to verify the 50% Milton residency requirement for final approval. Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use CITY facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through Milton's program through the remainder of the season. Any players added late to a roster must help or keep the team's residency percentage at the required percentage. Meaning, if a resident leaves a team mid-season, dropping the residency below the required percentage, only residents can be added to the roster until the residency is at or above 50%.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

1.27 The PROVIDER shall provide sport-appropriate certification and training to all paid and volunteer coaches. Additional certification requirements may be described in the Coaching/Instructor Certification **(Exhibit "F").** In addition, it is the responsibility of the PROVIDER to ensure that all of their program instructors, coaches, volunteer and professional, head coaches and assistants, complete the following basic training programs and background check requirements before being permitted to coach a team, as mentioned in section 1.19. PROVIDER must provide documentation of such training to the CITY upon request.

- Background Check
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Training
- Weather Policies and Procedures
- Extreme Weather Policy

1.28 The Provider shall agree to the Field Playability, Weather Policies and Procedures, Heat and Hydration Guidelines and Cold Weather Policy below.

Field Playability

The Department will determine if fields are playable. Programs will be notified as early as possible if the fields are not playable. Programs are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the City's normal business hours, the Program is responsible for determining field playability. Programs are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost. The CITY shall maintain an online weather hotline at the link below to help communicate the status of the fields.

https://www.miltonga.gov/government/parks-rec/athletic-field-status

Lightning Detection Systems for City Parks

For the safety of all, the City of Milton uses a lightning detection system to determine the safety of play in potentially severe weather at Bell Memorial Park, Legacy Park and Milton City Park and Preserve. When lightning is detected, the system will sound a single long note on the siren. This is the signal to clear all fields, the dugouts, the bleachers and the playground and get to safety. When the system detects that the conditions have improved to a safe level, there will be a series of short blasts from the siren. At this point, play may be resumed unless Department staff direct otherwise or the actual conditions on the field remain unsafe. Failure to adhere to this requirement could result in the termination of the Agreement.

The system has an online status that shows the active countdown, that can be viewed here for all fields: https://www.miltonga.gov/government/parks-rec/athletic-field-status

If the lightning detection system fails to operate or if there is any question about safety notwithstanding the apparent operation of the lightning detection system, refer to the rules below for the Fulton County School fields.

Fulton County School Fields
Upon visual or audible evidence of lightning or thunder, all participants are required to clear the field and seek shelter in a building or vehicle. Play will not be permitted until there is no visual or audible indication of thunder or lightning for a continuous 30 minutes. Every indication of thunder or lightning restarts the clock.

Heat, Hydration and Extreme Cold Weather Guidelines
PROVIDERs must adhere to the Extreme Weather Policy observed by the Department. The policy is attached as Exhibit "H".

Milton Parks and Recreation Department cancels and/or postpones all youth programs and activities whenever Fulton County Schools are closed for inclement weather. Programs shall follow this procedure.

1.29 The PROVIDER is responsible for selecting qualified coaches for their program. Each program shall establish its own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

1.30 The PROVIDER shall be a business or 501c3 that is properly registered with the Secretary of State's office and has a business license issued by the local governing body. When the registration is renewed each year, a copy of the registration is required to be submitted to the City.

1.31 The PROVIDER shall communicate to the Milton Parks and Recreation Advisory Board (PRAB) liaison(s) and Department liaison(s) any and all substantial changes in their program. Each PROVIDER will have a CITY employee liaison and a PRAB liaison. The Department Head will appoint the employee liaison to the organization. The Chairman of the PRAB will appoint the PRAB liaison(s) to the organization on an annual basis. Liaisons must be invited to all PROVIDER board meetings or annual meetings but will not be voting members of the organization.

Each PROVIDER shall communicate to the PRAB liaison(s) and Department liaison(s) any and all substantial changes in their program.

For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the provider that would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of the overall program content (i.e. cheerleading, flag football, fast pitch softball, all stars, select, summer or winter league play, etc.)
- Provider by-laws (if applicable)
- Organization structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

PROVIDERS shall notify liaisons as soon as the idea for a substantial change is included on a PROVIDER meeting agenda. Upon notification by the PROVIDER, the PRAB and/or employee liaison shall communicate the information to the Department Head or his/her designee. Before any action shall be taken by the PROVIDER to implement the substantial change, the PROVIDER may be required to prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the PROVIDER, the citizens of Milton, and the CITY; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department Head to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

Any proposed fee change must be submitted in writing to the Department a minimum of sixty (60) days prior to the planned implementation.

The Department shall determine the level of approval needed for the PROVIDER to implement the substantial change. The approval levels are noted as follows:

a. PROVIDER and organization members only
b. Department Head or his/her designee
c. Milton Parks and Recreation Advisory Board
d. Milton Mayor and City Council

1.32 Records of the PROVIDER or any members of the PROVIDER, that are prepared and maintained or received by the PROVIDER or any of its members in the course of providing services on behalf of Milton, are "public records" under the Open Records Act. Therefore, such records are subject to production if a

request for such records is made under the Open Records Act. In the event that an Open Records Act request is delivered to the City of Milton for PROVIDER records pertaining to the service being provided on behalf of Milton, the City of Milton will require, and the PROVIDER agrees to provide timely assistance in responding to such request. Upon receiving an Open Records Act request for PROVIDER records, the City of Milton will promptly forward the request to the PROVIDER. All responsive documents shall be provided to the CITY by the PROVIDER within 24 hours of the CITY's notification; or, if the records cannot be assembled that quickly, then within 24 hours, the PROVIDER will identify what records are responsive and provide the City of Milton with a list of such records and a timeline for when the requested documents will be assembled and provided. Delivery of the Open Records Act request from the CITY to the PROVIDER may be delivered via email or phone call. All Open Records request responses shall be emailed to the Director of Parks & Recreation or his designee (if specified in the communication relaying the request).

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. Any equipment provided by the CITY must first be agreed upon in writing between the PROVIDER and CITY. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws. PROVIDER shall coordinate storage of equipment at school facilities with the principal of the school located at the facility, if applicable.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs, with the exception of fundraising activities, in which other appropriate items such as gifts and food/drink may be sold. Fundraising activities conducted by the PROVIDER will be permitted. The PROVIDER shall obtain the CITY's approval of any fundraising activities and sale of merchandise prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in writing. If agreed upon, sharing storage space with another PROVIDER is expected. Any storage building or room is not the property of the PROVIDER. Each PROVIDER is expected to work together in their shared space, keep the facility neat and clean, and keep the facility secured. Failure to do so may result in expulsion from the storage facility.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity, and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be canceled, and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

2.6 On all of the fields at Bell Memorial Park, blue tooth interfaces to the scoreboards have been installed. There is an app available to interface with the blue tooth device which eliminates the need for the external scoreboard controllers. Go to www.singlescore.com for the app.

Scoreboard control boxes may still be used under the following guidelines:

a. The PROVIDER must acknowledge use and responsibility of all scoreboard controllers prior to the start of the season;
b. Scoreboard controllers that are damaged, lost or destroyed must be immediately reported to the Department;
c. A minimum of thirty (30) days should be expected for all repairs;
d. The PROVIDER shall be responsible for the cost of repairs or replacement of any lost or damaged scoreboard controllers;
e. Scoreboard controllers must be stored at the park in the storage room;
f. Scoreboard controllers are mated to specific scoreboards and must remain with their respective mate; and
g. The PROVIDER must turn all scoreboards off each evening at the conclusion of activities and assure that scoreboard controllers are properly secured in the storage closet.

ARTICLE 3.0
Compensation and Method of Payment

3.1 In consideration of the CITY authorizing the PROVIDER to furnish the services described herein and to keep a portion of the revenues obtained from furnishing such services (as provided herein), the PROVIDER agrees to furnish the services pursuant to the terms of this Agreement, including but not limited to the releases and indemnities contained herein. Further, the CITY shall be entitled to a commission consisting of **15%** of the registration fees paid by all program participants to the PROVIDER. In consideration for providing the services described herein, the PROVIDER shall be entitled to **85%** of such fees paid, exclusive of the 50% non-resident surcharge described in Section 1.4. The 50% non-resident surcharge (capped at a maximum of $90.00) is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER as part of initial registration, i.e. PROVIDER costs for uniforms, standard participant equipment and/or pictures to participants.

3.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, to the CITY within 30 days of the close of registration for each program. The list shall be provided in a Microsoft Excel format and shall include each player's name, residential street address, city, zip code, email address, age/program and resident registration rate. All PO Box addresses submitted will be considered non-residents. The Department will use the list to verify the resident status of registered players. The CITY will use the email address list to distribute an end of season Participant Satisfaction survey. CITY shall not use the list to promote Department programs without prior consent of the PROVIDER. The PROVIDER is responsible for identifying participants who have received a scholarship such that they are not included on the CITY registration commission invoice. After the CITY has verified residency of participants, the CITY will issue an invoice to the PROVIDER for registration commissions and non-resident fees payable to the CITY and then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Payments will be made to the CITY within fifteen (15) business days of PROVIDER's receipt of each invoice.

3.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

3.4 PROVIDER is not allowed to require an admission fee or a parking fee to any PROVIDER program or event, unless the Director of Parks and Recreation or his/her designee provides written approval.

For special tournaments and events, a team registration fee may be collected. The PROVIDER must obtain written approval from the Director of Parks and Recreation or his/her designee prior to the event where a team registration fee will be collected. For such events, field rental fees may apply.

3.5 The PROVIDER will adhere to fee policies set by the City, including fees that may not yet be currently established.

ARTICLE 4.0
Independent PROVIDER

4.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

4.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 5.0
Insurance

5.1 CITY shall not have any insurance obligations related to this Agreement, and PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

5.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. The Certificates of Insurance and endorsements for each policy are to be issued by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. Further, the PROVIDER shall provide complete certified copies of current insurance policy(ies) and/or a certified letter from insurance company(ies) if requested by the CITY. These Certificates of Insurance provided shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

5.4 Commercial General Liability insurance must be maintained for comprehensive coverage including for bodily injury and personal injury, sickness, disease and death, and property damage. Exposures to be covered are: premises, operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

$1,000,000	Combined Single Limit – each occurrence
$2,000,000	Combined Single Limit – general aggregate
$1,000,000	Personal Injury

PROVIDER shall have its insurer name the City of MILTON as an additional insured on its General Liability policy.

PROVIDER shall also have its insurer name the FULTON COUNTY BOARD OF EDUCATION as an additional insured on its General Liability policy.

5.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	$100,000 each accident
		$500,000 Disease-policy limit
		$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption; provided that CITY may reject such claim, and CITY's acceptance of such claim shall not affect this obligation should claim of exemption be determined inaccurate or false.

5.6 PROVIDER shall also maintain Directors and Officers insurance with limits of at least $500,000.00, in a policy separate from the Commercial General Liability insurance policy. Areas of coverage must include allegations of: wrongful termination; failure to hire or promote; discrimination, including sexual harassment; failure to accommodate disabilities; and claims alleging mental anguish and emotional distress. Claims-made coverage must cover the preceding six years or the length of time the Program has been operating in the CITY, whichever is less. The policy must include the CITY as an additional insured.

5.7 PROVIDER shall include all subcontractors as insureds under its policies or shall ensure each subcontractor complies with the insurance requirements provided herein, including but not limited to naming the CITY as an additional insured.

ARTICLE 6.0
Term and Termination

6.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated at the close of this four (4) week period, at which

time the CITY may terminate this Agreement if the requirements herein have not been met or the CITY is otherwise unsatisfied with the program in its sole discretion.

6.2 The term of this Agreement shall commence upon the later of **October 1, 2024,** or date of execution hereof, and shall remain in effect until September 30, 2025, and shall automatically renew absent written notice of non-renewal from either party, or unless terminated sooner as provided in this Article (provided that the term hereunder may be subject to the automatic termination and automatic renewal provision as set forth below)(the "Term"). To the extent there is any payment obligation on the part of the CITY hereunder, and the Term hereunder continues beyond the fiscal year in which this Agreement is executed (*i.e.*, neither party provides notice of non-renewal), the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of CITY on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year of the Term absent CITY's provision of written notice of non-renewal to the PROVIDER at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property (to the extent any transfers under this Agreement) shall remain in PROVIDER until fully paid for by City.

6.3 PROVIDER's violation of any term set forth in this Agreement may result in termination of this Agreement by written notice. This Agreement may also be terminated by the CITY for convenience and at the sole and exclusive discretion of the CITY upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein. This Agreement may be terminated by the CITY immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

6.4 This Agreement may be terminated by PROVIDER upon giving at least sixty (60) days written notice of termination to the CITY.

6.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation, or as soon as the cancelation is confirmed.

6.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

6.7 Upon termination or expiration of this Agreement, PROVIDER shall provide payment to the CITY of any commission or surcharge due up to the termination date.

6.8 The rights and remedies of the CITY and PROVIDER provided under this Article 7 are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6.9 The CITY shall have the right to terminate this Agreement upon failure of PROVIDER to perform its obligations to the reasonable satisfaction of CITY. Prior to exercising this right of termination, CITY shall provide PROVIDER with a written notice specifying PROVIDER's failure to perform, and providing PROVIDER with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the CITY, to cure its deficiency. In the event that PROVIDER fails to cure the deficiency, or in the event of any subsequent failure to perform, CITY shall have the right to immediately terminate the Agreement by providing written notice of termination to PROVIDER.

6.10 PROVIDER shall have the right to terminate this Agreement upon failure of CITY to perform its obligations to the reasonable satisfaction of PROVIDER. Prior to exercising this right of termination, PROVIDER shall provide CITY with a written notice specifying CITY's failure to perform, and providing CITY with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the PROVIDER, to cure its deficiency. In the event that CITY fails to cure its deficiency, or in the event of any subsequent failure to perform, PROVIDER shall have the right to immediately terminate the Agreement by providing written notice of termination to CITY.

Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.

ARTICLE 7.0
Indemnification

7.1 PROVIDER covenants and agrees to take and assume all responsibility for the services provided in connection with this Agreement. PROVIDER shall defend, indemnify and hold harmless the CITY, the FULTON COUNTY BOARD OF EDUCATION, and the CITY and FULTON COUNTY BOARD OF EDUCATION's trustees, elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees, paralegal fees, and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the performance of services described herein, or operations by the PROVIDER (including but not limited to the operations as set forth in Section 1.17

herein), any subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party by any employee of the PROVIDER, its subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 8.0
Americans with Disabilities Act; Nondiscrimination

8.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

8.2 PROVIDER's decisions regarding the delivery of services, including participation in any park or program, under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

8.3 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, PROVIDER, for itself, its assignees and successors

in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations of the laws cited above, and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

ARTICLE 9.0
Association Requirements (if applicable)

9.1 In order to qualify as a recognized Association and operate on City of Milton property, the Association must adhere to certain minimum legal and organizational requirements as set forth in this Agreement. Each Association must indicate its intent and ability to comply with these requirements by signing this Agreement prior to the operation of any activity on CITY property.

9.2 These requirements are necessary in order to ensure the safety and well-being of all participants. The CITY retains the right to change the requirements of this Agreement at any time, without advance notice, as it deems appropriate, and any such changes will be binding on any signatory to the Agreement. The CITY will endeavor to communicate any changes made to this Agreement to the Association within five (5) business days after the change has been made and approved.

9.3 The signing of the Agreement indicates the Association's assumption of the financial responsibility for its program, as well as the management of the program participants and volunteers. The CITY will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the Agreement. The requirements are as follows:

1 CORPORATE REGISTRATION

Each must be a federally registered 501(c)3 non-profit organization and licensed to operate in the State of Georgia. Proof of the current registration status must be on file with Milton Parks and Recreation Department ("Department").

2 BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Agreement.

3 ELECTION OF OFFICERS

Each Association shall have a Board of Directors ("Board"), which shall be the governing body of the Association for the operation of the affairs of the Association as documented in the bylaws. Each Association Board must be comprised of a majority of Residents upon election or appointment. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least two weeks prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

4 ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Associations must provide copies of meeting minutes from Association membership and Board meetings to Association members and the CITY. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing Board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5 FINANCIAL REPORTS

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the Association at any reasonable time. The CITY assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the CITY, on July 15th or within ten (10) business days following demand thereof, an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit and loss statement, or otherwise provide to the CITY other documentation evidencing that the Association is not insolvent or bankrupt.

6 CAPITAL IMPROVEMENTS

Capital improvements may be suggested by the Association for budgetary consideration. Financial partnerships (50/50) between the Associations and the Department for mutually agreed upon projects are encouraged.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed by each party with the same formality and equal dignity herewith.

10.2 This Agreement is not transferable or assignable, and PROVIDER agrees not to delegate, transfer or assign the performance of any services called for in the Agreement without prior express written consent from the CITY. As to any approved subcontractors, the PROVIDER shall be solely responsible for reimbursing them, and the CITY shall have no obligation to them.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the CITY should the CITY be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 The individual executing this Agreement on behalf of PROVIDER agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity and has obtained all necessary approvals to execute and bind PROVIDER to the terms of this Agreement. Accordingly, the CITY and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 Books, records, documents, account ledgers, data bases, and similar materials relating to the services performed under this Agreement ("Records") shall be established and maintained by PROVIDER in accordance with requirements prescribed by the CITY and applicable law. Upon request, the PROVIDER shall furnish to the CITY any and all Records related to matters covered by this Agreement in the form requested by the CITY. The PROVIDER will permit the CITY or CITY's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

10.9 No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by PROVIDER with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by PROVIDER with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

10.10 Pursuant to O.C.G.A. § 13-10-91, the CITY shall not enter into a contract for the physical performance of services unless the PROVIDER shall provide evidence on CITY-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and PROVIDER's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The PROVIDER hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D",** and submitted such affidavit to CITY. Further, PROVIDER hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the PROVIDER employs or contracts with any subcontractor(s) in connection with the covered contract, the PROVIDER agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the

subcontractor affidavit, the form of which is attached hereto as **Exhibit "E",** which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, PROVIDER agrees to provide a completed copy to the CITY within five (5) business days of receipt from any subcontractor.

PROVIDER agrees that the employee-number category designated below is applicable to the PROVIDER.

____ 500 or more employees.
____ 100 or more employees.
x___ Fewer than 100 employees.

PROVIDER hereby agrees that, in the event PROVIDER employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the PROVIDER will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

10.11 PROVIDER represents that it has reviewed and become familiar with this Agreement and has notified the CITY of any discrepancies, conflicts, or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the event of a conflict as to the duties and responsibilities of the Parties under this Agreement, this Agreement shall govern over any Exhibit, and the Exhibits shall govern in the order attached hereto.

10.12 Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of the CITY. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto.

Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.13 This agreement may be executed in counterparts, each of which shall constitute an original.

10.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, and PROVIDER submits to the jurisdiction and venue of such court.

10.15 Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

10.16 The PROVIDER acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the PROVIDER under this Agreement were funded by the taxpayers of the CITY and are leased or owned by the CITY, and further due to the fact that the recreation fees generated from the availability of such fields, the PROVIDER is subject to the Open Records and Open Meeting laws of the state of Georgia. The PROVIDER agrees to comply with those laws. To the extent that the PROVIDER is uncertain or needs assistance as to proper compliance with such laws, the CITY may provide assistance and guidance, but not legal advice, regarding same. The PROVIDER further agrees that all books and records of the PROVIDER shall be made available to the City of Milton as and when requested for review or audit.

10.17 Neither the CITY nor PROVIDER shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of PROVIDER; (f) delay or failure to act by any

governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

10.18 Hosting of camps and tournaments involving participants from outside the PROVIDER'S own program along with participants in the PROVIDER'S own program is allowed but requires coordination with and written consent of the Department. PROVIDER must seek approval from the CITY to host outside camps and tournaments at the parks at least thirty (30) days prior the proposed event. Field or facility rental fees and staff fees may be applicable for these types of events as determined by the Director or his/her designee. The CITY reserves the right to require liability waivers, proofs of insurance, or other forms of protection from outside participants as a condition of consent to such events.

10.19 The PROVIDER is specifically not permitted to sublet facilities to any individual or organization. The PROVIDER'S Agreement will authorize the PROVIDER'S own use only. The CITY reserves the right to restrict facility use on dates when there are special City/Department events. These dates will be communicated to the PROVIDER no less than thirty (30) days prior to the event.

10.20 The PROVIDER is allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for the PROVIDER to assist the CITY in funding capital projects benefitting the parks and facilities they use. The PROVIDER is not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization or individuals and businesses that compete with contractual obligations of the CITY. Sponsors must be in good taste and appropriate for CITY park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in CITY parks).

Details of how sponsorship opportunities may be implemented shall be discussed with and approved by the Department Director or his/her designee.

10.21 If damage to a field or facility occurs because of misuse or abuse (misuse to include, but not limited to: failure to rotate goals, practice or play in inclement weather conditions, damage to flooring, etc.) by the PROVIDER, the CITY will require the PROVIDER to pay for any and all costs necessary to repair the damaged area. The use of any form of metal cleats is strictly prohibited on the artificial turf fields.

10.22 PROVIDERs are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This

includes all facilities, playing areas, walkways, restrooms, concession stands, dugouts, etc.

10.23 Nothing within this agreement shall be construed as a waiver of governmental immunity, official immunity, or sovereign immunity by the CITY, its officers, or employees.

10.24 Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department – 678-242-2519 or Tom.McKlveen@miltonga.gov

I hereby acknowledge and understand that the PROVIDER, which I am authorized to represent, will abide by, and comply with the terms and conditions set forth in this Recreation Provider Agreement as well as all of the applicable policies, procedures, guidelines, and rules of the CITY. I understand that failure of the PROVIDER or any of its members to comply with any applicable requirement may result in termination of this Agreement with the CITY.

PROVIDER:

By: Beth Wilson
[President/Vice President if Corp.]

Name: Beth Wilson
(Typed or Printed)

Date: 03/04/2025

Attest: Stephanie Mynatt
PROVIDER Secretary [if Corporation]

Name: _____
(Typed or Printed)

Date: 5/20/25

[AFFIX CORPORATE SEAL]

CITY:

By: _____
Peyton Jamison, Mayor

Date: _____

By: _____
Tammy Lowit, City Clerk

Date: _____

[CITY SEAL]

Approved as to form:
Signed by:
Jennifer McCall 5/22/2025
8432E81E7AE148A...
City Attorney Date

EXHIBIT "A"

[INSERT SCOPE OF WORK (INCLUDING BUT NOT LIMITED TO FEES, SCHEDULE INFORMATION, AND MINIMUM NUMBER OF PARTICIPANTS)]

- Description of each program or class offered
  - Detailed description of the class or program
  - Minimum/maximum number of participants
  - Cost
  - Number and duration of the season or class schedule (ex: once per week for eight weeks)
  - Ages offered

For Spring and early summer programming at Bell Memorial Park's natural grass fields, ALL field usage will end on the first Sunday after July 4th for field renovations.

	Spring	Summer	Fall	Winter
Ideal Capacity *per most appropriate offering size* (season, class, etc.)	NA	200-215	NA	NA
Previous Season Participation	NA	232	NA	NA
Growth Goal for Season	NA	0% **Hit limit	NA	NA

Exhibit A

2025 Dates

Registration Dates: February 15th – March 15th
Suit Fitting: Monday, March 17th (time slots/signups on right hand side of website)
Mandatory Parent Meeting/Distributions:
Sunday, May 4th @ 5pm (NEW PARENT/FAMILIES TO TEAM)
Sunday, May 4th @ 6:30pm (returning Milton Mustang parent/families).
Swim Assessments: Thursday, May 8th or Friday, May 9th (check website for times)

First day of Practice (afternoon): Monday, May 12th (Check website for times)
Team Photos/Pizza Party: Friday, May 16th: 4:30pm

All Swim Meets: 5:30pm Start time! Warmups and Arrival will be earlier and is listed under Meet Information.
Friday, May 23th: Mock Meet - Milton Pool (HOME)
Thursday, May 29th: Swim Meet TBD
Thursday, June 5th: Swim Meet TBD
Thursday, June 12th: Swim Meet TBD
Thursday, June 19th: Swim Meet TBD
Tuesday, June 24th: Swim Meet TBD
Wednesday, June 25th: Team Party
Thurs, June 26th or Friday, June 27th GA Tech Championship Meet

2025 Registration

Registration Opens February 15th and ends March 15th at NOON.
Mandatory Parent Meeting: Sunday, May 4th (5:00pm for New families, 6:30pm for Returning families)

Swim Team Registration Fees per participant: (Includes team shirt)

- Milton Resident Fees: $165 + ASA Fees
- Milton Resident 14-18 years old: $30 + ASA Fees
- Non-Resident Fees: $247.50 + ASA Fees
- Non-Resident 14-18 years old $45.00 + ASA Fees

***Swimsuits and Milton Mustang Caps are MANDATORY for all swimmers for practices and meets. Swimmers may wear other caps to practice, but ALL Swimmers must wear the Milton team Suit and the Milton Mustang Cap for all meets to compete. These are additional costs and will be selected during online registration. Suit sizing will be completed at the suit fitting. Due to the limited number of spots available on our team, there are NO REFUNDS as your registration holds your spot.

EXHIBIT "B"

BACKGROUND CHECKS

Screening Information

NCSI offers the city a comprehensive system to manage background checks, ensuring that every adult working directly with youth participants meets our strict safety standards. This extra level of oversight is a proactive measure safeguarding the quality of our programs. Each program will pay a $23.00 screening fee per coach, instructor, and volunteer, covering both the initial screening and an automatic free recheck in the second year—making it an extremely affordable and quality tool to keep our youth programs safe.

Steps to completing background check

EXAMPLE EMAIL you will receive from NCSI rep

Hello (Name),

I am excited to get you started using the NCSI background screening platform. You may log into your dedicated background screening portal by clicking the link below. Please note that our platform will not work to the best of its ability through the Internet Explorer browser. We suggest using Google Chrome for the best experience.

Login Link

FIRST-TIME LOGIN INFO FOR ADMINISTRATORS

Please use the following username and temporary password for your initial login. You will be prompted to create a unique password from the temporary one assigned below. You will also set up Multi-Factor Authentication information. Once you are logged in, you can begin exploring your website portal.

Username:
Temporary Password: **ncsi1p@ssword**

To request additional users to the platform contact support@ncsisafe.com with the following:

- Your account name
- The full name of the user
- User email address

- Level of access the user will require

HOW TO SUBMIT BACKGROUND SCREENINGS

NCSI has designed a secure URL for your registrants to complete an application for background screening. Please share the below link with your registrants to fill out all the required information, and FCRA compliant consent and authorization forms. The application will deliver directly to our system so our team may begin the background screening process. For more information on this process, please see the attached user guide.

NAVIGATING THE SYSTEM

You will find FAQs and other helpful documents on the platform by clicking "help" on your profile badge in the top right corner. I have also attached a user guide to help you navigate the system. Our Client Services Team is available to help answer your questions as you begin to use the NCSI platform. Please call us by phone between 9AM-5PM EST, at 866-996-7412 X 2, or you can send an email anytime to support@ncsisafe.com.

Please let me know if you have any questions about your account or the background screening portal.

Thank you,
Steven Galeano | Client Services Team Lead
NCSI Background Screening User Guide.pdf

EXHIBIT "C"

City of Milton Parks Ordinances & Park/Facility Regulations

CITY OF MILTON PARKS ORDINANCES

Programs are responsible for adherence to all City and park ordinances. A collection of applicable ordinances is shown below, subject to the caveat that ordinances are amended from time to time; these ordinances may not be fully current; and other ordinances not shown here may be relevant depending on the activity.

Sec. 34-22. - Prohibited acts.

(a) Alcoholic beverages. Unless a public facilities permit has been obtained under Chapter 4 of this Code, it shall be unlawful for any person to possess and consume any alcoholic beverage, or be under the influence of alcoholic, malt and vinous beverage, within any public park and within any building or facility under the supervision of the city recreation and parks department.

(b) Firearms. It shall be unlawful for any person to discharge any firearm within the city parks in accordance with the authority vested in the city by the general assembly in accordance with O.C.G.A. § 16-11-173. Signs shall be posted at city parks stating the following:

"In accordance with O.C.G.A. § 16-11-173 and the City Code of Milton, the discharge of firearms in city parks is prohibited."

(c) Fireworks. It shall be unlawful for any person to possess or use fireworks, as defined in O.C.G.A. 25-10-1(a)(1), in any of the city parks, unless written permission for such has been authorized by the mayor and city council.

(d) Injuring public property. It shall be unlawful for any person to cut, break, mutilate, deface, or in any other manner destroy or injure any public property, real or personal, belonging to, owned by, or leased or used by the city.

(e) Killing wildlife. It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the acts mentioned in this subsection to any animal or wildlife within any of the city parks without the city manager's written permission.

(f) Motor vehicles. It shall be unlawful for any person to drive, operate and park any motor vehicle, mini-bike or motorcycle within any city park, except in areas designated for such use. This section does not apply to city employees or agents

when municipal duties require them to drive over said park or to park their vehicles or equipment at such locations in order to perform city business.

(g) Noises. It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the city parks, according to the city's noise regulations.
(h) Park hours. All city parks that have lighted athletic fields shall be closed between the hours of 10:30 p.m. and 6:00 a.m. All other parks shall be closed from dusk until dawn. No person shall be authorized to be on the premises or property of any city park when they are closed, except authorized city employees or persons engaged in activities authorized by the recreation and parks director, or the city manager.

(i) Pets. All pets must be on a leash and the owner is responsible for the disposal of pet waste. All pets are prohibited on athletic fields, unless written permission for such has been authorized by the city manager or the recreation and parks director.

(j) Permit required. It shall be unlawful for any person to engage in any activity in the city parks which requires a permit or ticket without first obtaining such permit or ticket.

(k) Polluting water in parks. It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the city.

(l) Posting signs. It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks. It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such.

(m) Skateboards. It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the city unless otherwise designated by signage or published rules.

(n) Smoking. It shall be unlawful for anyone to smoke in the park.

(o) Speed limit. It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the city at a greater speed than 15 miles per hour.

(p) Swimming in lakes. It shall be unlawful for any person to swim in or enter any lake at any park in the city for the purpose of swimming or wading unless a permit for such has been issued by the city recreation and parks department or an

authorized representative, or such person are conducting recreation department business.

(q) Urban camping. It shall be unlawful to reside or to store personal property in any park owned by the city. Furthermore, it shall be unlawful to use any public place, including city parks, for permanent living accommodations purposes or camping, except in areas specifically designated for such use or specifically authorized by permit.

(Ord. No. 07-01-03, § 1(ch. 8, art. 1, § 4), 1-18-2007; Ord. No. 07-08-42, § 1(ch. 8, art. 1, § 4), 8-23-2007; Ord. No. 14-10-225, §§ 1, 2, 10-20-2014); Ord. No. 15-03-237 , § 1, 3-16-2015)

PARK/FACILITY REGULATIONS

1. Programs conducting youth activities on City facilities must have an appropriate number of adults supervising the activities conducted by the Program from the outset to the conclusion of the activity.

2. Spectators, Parents, Coaches, or Officials of a Program must display appropriate conduct while operating activities on City facilities. Continuous failure to do so could result in the termination of the right to use City facilities. All Programs must enact and enforce a policy of ZERO tolerance for abusive behavior while at a Program event on-site or at an away facility.

3. The park belongs to all of the residents of Milton. All Programs are asked to enact and encourage a policy of "Leave It Cleaner Than When You Arrived" with regards to all elements of the park. The Program is responsible for cleaning the area around athletic fields, dugouts and walkways. This must be completed upon the conclusion of each activity.

4. Program representatives are responsible to report any and all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.

5. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.

6. Bicycles, roller blades, skateboards, hover boards etc. are prohibited on walkways and other designated areas.

7. No game shall begin after 9:00 pm, and every effort should be made to conclude by 10:00 pm. The park lights will go off at 10:30 pm

8. Parks may not be used for golf practice.

9. Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. FOR THE SAFETY OF ALL, PET OWNERS ARE REQUIRED BY LAW TO OBEY FULTON COUNTY LEASH LAWS WHILE VISITING CITY OF MILTON PARK FACILITIES.

10. The use of unmanned aerial vehicles (UAVs) or drones is prohibited at all active parks within the City.

11. Music may be played in the park at a volume that does not interfere with other activities. Any organization that receives a reasonable request to lower the volume must do so or risk cancellation of scheduled activities. All music played at the park must be in compliance with the current noise ordinances of the City. Music played must not contain inappropriate language (e.g., containing sexually explicit, degrading, or violent words or themes) and must be family friendly. DJs are not permitted without a special use permit.

12. Synthetic multi-sport field rules & restrictions:

    a) No pets of any kind
    b) No food or beverages, including gum, seeds, nuts, sports drinks or soft drinks
    c) ONLY PLAIN WATER IS ALLOWED
    d) No glass containers
    e) No smoking or tobacco products of any kind
    f) No playing golf
    g) No tent stakes, spikes, etc. may be driven into the turf
    h) No metal or detachable cleats – only sneakers or molded plastic cleats
    i) No painting, chalking or marking field
    j) No vehicles, bikes, scooters, skateboards, roller- or inline skates, strollers or hover boards
    k) No grills, fireworks or fires of any kind
    l) Do not pick or pull grass fibers or infill material
    m) Goals may be moved but they are to be LIFTED and moved as needed, NOT DRAGGED
    n) Do not throw, kick, hit or whip a ball into surrounding fences

EXHIBIT "D"
Contractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A
eVerify Number

3/10/25
Date of Authorization

Milton Mustangs Swim Club
Name of Subcontractor

Summer Swim team season
Name of Project

City of Milton, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March, 10, 2025 in Milton (city), GA (state).

Signature of Authorized Officer or Agent

Beth Wilson
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 10th DAY OF March, 2025.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 5/7/27

CHRISTIANE HERNDON NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 05-07-2027

EXHIBIT "E"
Subcontractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A
_____
eVerify Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

City of Milton, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:_____

EXHIBIT "F"
Coaching/Instructor Certifications

PROVIDER must require that a minimum of one (1) coach/instructor per team/class is to maintain a certification in good standing. The following are approved certifications: NYSCA, Simply the Best, A.C.E., A.C.E.P., Doyle, GHSA, GYSA, US Youth Soccer, Higher Ground, US Lacrosse Association, USA Football, and National Cheerleading Association.

Contingent on the CITY's approval, the PROVIDER may include additional certifications not previously mentioned in the Agreement (list below). Records of certifications are to be sent to the Parks & Recreation Department within two weeks of the season start.

ACTIVITY/SPORT:
Swim team

ACCEPTABLE COACHING/INSTRUCTOR CERTIFICATIONS:

1. Kate Bodnar - Atlanta Swim Association (ASA)
2. Beth Wilson - ASA
3. Stephanie Mynatt - ASA
4.
5.
6.
7.
8.

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
Signed by: Tom McKlveen D29D4A00CDC8470...
DATE: Submitted on July 7, 2025, for July 21, 2025, Regular City Council Meeting

AGENDA ITEM: Approval of a Recreation Provider Agreement Between the City of Milton and Milton Tennis Center to Provide Youth and Adult Tennis Programming and Camps.

SUMMARY:

Should the agreement be approved, the Milton Tennis Center will maintain its role in delivering youth and adult tennis programs for City of Milton residents. With a history of successful partnership with the Parks and Recreation Department, the Tennis Center has earned a reputation for offering engaging, high-quality instruction and activities. All leagues, camps, and classes will be hosted at Milton City Park and Preserve, located at 1785 Dinsmore Rd, Milton, GA 30004.

The Parks and Recreation Advisory Board recommended renewal of the agreement with the Milton Tennis Center for 2025 at the May 15, 2025, meeting.

FUNDING AND FINANCIAL IMPACT:

The pricing will vary based upon the program offering. This contract offers a 15% commission on registration to the City.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – July 11, 2025
DocuSigned by: Bernadette Harvill ED09D88B47F7499...
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 11, 2025
Concurrent Review: Steven Krokoff, City Manager
DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

City of Milton Parks & Recreation Department Recreation Provider Agreement

MILTON
PARKS & REC

CITY OF MILTON

Parks and Recreation Department

Recreation Provider Agreement

Program Provider:

Terrence O'Brien / Milton Tennis Center

TABLE OF CONTENTS PAGE

Department Mission and Philosophy	3
Recreation Provider Agreement	4
Requirements for Recreation Providers *Association Requirements*	5 - 29
Exhibit "A" Scope of Work	30
Exhibit "B" NCSI Background Check Information	31 - 32
Exhibit "C" City and Park Ordinances & Regulations	33 - 36
Exhibit "D" Federal Work Authorization Form - Contractor	37
Exhibit "E" Federal Work Authorization Form - Subcontractor	38
Exhibit "F" Coaching/Instructor Certification	39
Exhibit "G" Accident/Incident Report Form	40
Exhibit "H" Extreme Weather Policy	42 - 44

DEFINITIONS

ASSOCIATION: A volunteer-run organization permitted by the City of Milton to implement a formal recreation program on City property.

CITY: The City of Milton unless otherwise specified.

DEPARTMENT: The City of Milton Parks and Recreation Department.

OCGA: Official Code of Georgia Annotated.

PRAB: Parks and Recreation Advisory Board of the City of Milton.

PROVIDER: Any organization, business, or Association that delivers recreational services and programming in the City of Milton.

CITY OF MILTON PARKS & RECREATION DEPARTMENT
MISSION AND VISION

Mission
The Milton Parks & Recreation Department is unwavering in its dedication to delivering exceptional parks, trails, state-of-the-art facilities, and a diverse array of both traditional and unconventional recreational programs tailored exclusively for the betterment and enjoyment of our valued residents. Our pursuit is to foster and champion healthy lifestyles, contributing to the excellent quality of life within the Milton community.

Vision
The Milton Parks and Recreation Department will develop and maintain premier parks for active, passive, and mixed-use. We will develop trails that will link key locations within the City of Milton and with other cities. We will offer high-quality programs for people of all ages and abilities. The primary focus will be on recreation level activities with limited opportunities for advanced levels of play.

Core Values
Respect, Excellence, Integrity, Responsiveness, Collaboration, Knowledge, Bold Leadership, Recreation, Inclusiveness, and Health.

DEPARTMENT PERSONNEL AND CONTACT INFORMATION

Parks & Recreation Manager		
Tom McKlveen	678-242-2519	tom.mcklveen@miltonga.gov
Community Outreach Manager		
Emily Salerno	678-242-2533	emily.salerno@miltonga.gov
Parks & Recreation Program Supervisor		
Thomas Rhodes	678-242-2610	thomas.rhodes@miltonga.gov
Outdoor Recreation Supervisor		
Jen Young	678-242-2575	jen.young@miltonga.gov
Parks & Recreation Coordinator		
Matthew Graney	678-242-2489	matthew.graney@miltonga.gov
Parks & Recreation Specialist		
Micaela Burke	678-242-2544	micaela.burke@miltonga.gov

THIS IS AN AGREEMENT, made this ___ day of _____, 202___, between:

THE CITY OF MILTON, a municipal corporation organized and operating under the laws of the State of Georgia, acting by and through its governing authority, the Milton Mayor and City Council, and with a business address of 2006 Heritage Walk, Milton, Georgia 30004, hereinafter referred to as the "CITY."

and

Milton Tennis Center hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

For the purpose of this agreement, any notices required to be sent to the Parties shall be mailed to the following respective addresses:

PROVIDER NAME: Terrence O'Brien
ADDRESS: 2535 Bethany Church Rd.
CITY/STATE/ZIP: Milton Gs. 30004
PHONE: 404 388-0909
WEBSITE: miltontenniscenter.com
EMAIL: terreob@bellsouth.net

CITY: City of Milton
Parks and Recreation Department
Attn: Parks and Recreation Manager
2006 Heritage Walk
Milton, GA 30004
678-242-2519
www.miltonga.us
Tom.McKlveen@miltonga.gov

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

REQUIREMENTS FOR RECREATION PROVIDERS

ARTICLE 1.0
PROVIDER's Services and Responsibilities

1.1 PROVIDER shall conduct services generally described as **Tennis Programing / Tennis Lessons / Tennis Matches / Organize Teams / Tennis Scheduling / Tennis activitiies** at the following locations: **Milton Community Center / Milton Tennis Center**

1.2 The PROVIDER's services shall be performed during the days and hours described in **Exhibit "A,"** attached hereto and incorporated herein by reference. The parties from time-to-time may update the program details (*i.e.*, program goals, specific dates, and scope of new services, and other services) related to the services hereunder via an attached Addendum/Exhibit hereto. If this Agreement is renewed for another year, any updates to the program details shall be provided to the City no later than October 15th of the renewal term, and if agreed to by the City, the same will be attached hereto as an **Exhibit "A."** Any other Exhibits deemed necessary by the Department shall also be provided to the City no later than October 15th of the renewal term.

1.3 The CITY has designated the Director/Manager of Parks & Recreation or his/her designee for the CITY as its contact person, coordinator, and liaison person with the PROVIDER in the execution of the terms of this agreement. The PROVIDER and The Director of the Parks & Recreation Department (hereinafter referred to as the "Department") or his designee, will coordinate the program schedule, which will be approved by Department Director, or his designee, at its sole discretion. Proposed program schedules shall be provided to the Department at least thirty (30) days prior to the start of the activity.

1.4 All registration fees shall be fair and equitable to all participants. (Execution of this Agreement by the CITY shall act as a finding that the fees proposed in **Exhibit "A"** are fair and equitable; any fees not described in **Exhibit "A"** shall be determined fair and equitable in the reasonable discretion of the Department Director or his designee). The fees charged to each participant will be as described in **Exhibit "A"** for residents of MILTON, and a surcharge of 50% more will be charged to each participant who is not a resident of MILTON, up to a cap of

$90.00. The entire balance of this surcharge for non-residents shall be paid to the CITY. PROVIDER registration commissions to the City are addressed in Article 3 of this Agreement.

Associations are required to provide desired registration dates to the Department in time for inclusion in the City website and promotional activity. The City utilizes universal registration dates for each season. Registration periods that do not align with the City's dates must be approved by the Department. The City provides a link to Association websites at www.miltonga.gov. Associations must notify City of any web address changes.

1.5 The PROVIDER can make available a reasonable number of scholarships for participants requiring assistance. Scholarships offered to residents of the City of Milton will result in no payment of commission on the registration to the City of Milton. Scholarships offered to participants who are not residents of the City of Milton will result in no payment of commission on the registration to the City of Milton, however, the PROVIDER is responsible to pay the City non-resident fees for non-resident scholarship recipients to the City. The PROVIDER is responsible for identifying participants who have received a scholarship from the PROVIDER.

1.6 The PROVIDER warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under this Agreement.

1.7 The PROVIDER agrees that it shall be solely responsible for all costs and/or expenses associated with, or as a result of its operation under this Agreement. The PROVIDER stipulates and certifies that it is qualified to provide the programs it is hired to provide, maintains the education and required licenses or permits necessary to provide the programs, and shall continue to maintain such licenses or permits during the term of this Agreement.

1.8 This Agreement is considered a non-exclusive Agreement between the Parties. The CITY shall have the right to procure the same kind of services to be provided by the PROVIDER from other sources during the term of this Agreement. The PROVIDER is not precluded from providing the same or similar services for other parties so long as such other engagements do not interfere with the PROVIDER'S provision of services to the CITY.

1.9 The DEPARTMENT must approve any promotional material, flyers, and posters advertising the programs prior to its release. The following content and topics shall specifically be prohibited: sexually explicit materials, profanity, child pornography, alcoholic beverages, tobacco products, vaping, adult movies,

adult book/video stores, adult entertainment establishments, massage parlors, pawn shops, and tattoo parlors or shops.

1.10 Sponsor and team banners are allowed to be displayed at the park on the day of an event only. They must be mounted in a way that does not damage the city property and they must be removed at the end of the day. Banners must not contain any language or images that would be considered offensive or inappropriate around children.

1.11 The facilities shall not be used for any purpose other than those designated within this Agreement, without the written consent of the CITY. The PROVIDER shall not promote any privately-owned business in a CITY park/facility or solicit any participant in a CITY park/facility activity for any privately-owned business. The PROVIDER may not use said facilities to conduct personal business, including but not limited to workshops, clinics, seminars, camps, private sessions, or any other activities that are outside the scope of service described in **Exhibit "A".** It is further understood that such improper/prohibited action(s) may result in immediate termination of this Agreement and the forfeiture of all compensation due or authorized for payment to the PROVIDER.

1.12 The PROVIDER shall abide by the policies, procedures, rules and regulations of the DEPARTMENT, the CITY, and the FULTON COUNTY BOARD OF EDUCATION as promulgated from time to time.

1.13 PROVIDER understands and agrees that the DEPARTMENT shall have first priority for use of CITY facilities, notwithstanding any other provisions of this Agreement.

1.14 All assistants, substitutes, and subcontractors utilized by the PROVIDER must have prior written approval of the DEPARTMENT. This includes recreation programming that is offered through a partnership with the Provider, by a subcontractor.

1.15 PROVIDER shall provide necessary supervisory personnel to ensure that the participants of the programs obey all applicable policies, procedures, Rules and Regulations.

1.16 The DEPARTMENT or CITY may require that the PROVIDER not be permitted to utilize specific assistants, substitutes, or subcontractors of PROVIDER who have failed to follow any policies, procedures, rules, or regulations applicable to the use of the facility.

1.17 Although the CITY shall not control the PROVIDER's techniques, methods, procedures, or sequence of instruction, the PROVIDER will comply with the CITY's

and DEPARTMENT's policies, rules, regulations, ordinances and procedures **(Exhibit "C")**, as well as those of the FULTON COUNTY BOARD OF EDUCATION (if operating on Board of Education property), and shall not interfere with their operation, nor harm or damage the equipment or facilities afforded to PROVIDER for his/her programs, nor otherwise disrupt the other on-site activities being offered at such public facilities. The cost of repair or replacement of any harm or damage incurred to CITY equipment or facilities shall be the sole responsibility of PROVIDER.

1.18 The PROVIDER also acknowledges that he or she is primarily responsible for the conduct of the participants in all programs under the PROVIDER's charge.

1.19 If the PROVIDER will be providing services directly with minor children without parental supervision, the PROVIDER shall, prior to commencing services under this Agreement, comply with the CITY's policy regarding criminal background screening. The CITY will furnish the PROVIDER with access to the City's contracted background check platform **(Exhibit "B")**, where a background check must be executed by and for all of the provider's counselors, coaches, volunteers, subcontractors, employees, or any other individuals that will come in contact with a child, and background checks will be completed at the PROVIDER's sole expense. A Consent and Release Form to conduct a criminal background must be executed by any of PROVIDER's employees or any individual who will come in contact with a child at the CITY through PROVIDER or at PROVIDER's direction, such form authorizing the CITY to conduct a search of each such individual's criminal background. The result of such inquiry may be deemed acceptable by the CITY in its sole and complete discretion, and the CITY may reject any individual from participating in any program based upon such results

1.20 It is the responsibility of the PROVIDER to ensure that 100% of their coaches, instructors, and volunteers complete all legally mandated reporter training programs before being permitted to volunteer, coach, or instruct.

1.21 The CITY may require all participants in all programs to sign a Waiver and Release of Liability.

1.22 The PROVIDER shall only use the facilities identified by the CITY, and such use shall be limited to CITY designated activities.

1.23 The PROVIDER shall not sublet any CITY facilities to any entity.

1.24 The PROVIDER agrees that it will provide the CITY with a database in an Excel format of the email addresses of the families of all of the participants in the program. This database will be used for the purpose of the CITY conducting an end of season quality survey. The CITY will share the results with the PROVIDER.

The PROVIDER must maintain a favorable quality rating in 75% of the survey responses. Failure to achieve the desired quality ratings will result in an administrative review of the program and PROVIDER.

1.25 The PROVIDER agrees to continually strive to grow the program(s) it is operating. For the facilities provided, the ideal number of participants is identified in the PROVIDER's scope of work **(Exhibit "A").** PROVIDER shall strive to grow to the ideal capacity and maintain that level of participation. Failure to reach the ideal capacity or a decline in the registration will result in an administrative review of the program and PROVIDER.

1.26 The PROVIDER is permitted multiple advanced level (non-recreation level) teams or levels of programming provided that no advanced level team displaces a single recreation-level participant or team, and the advanced level teams must be made up of at least 50% City of Milton residents. Tryouts must be open to all, advertised in the appropriate media for the sport involved.

Open, advertised tryouts must be held prior to advanced level team formation. Players are not guaranteed positions on any teams prior to the first tryout date.

Tryout rosters must be sent to the CITY for verification of residency prior to the completion of tryouts, to ensure accurate information is known by the program as rosters are created.

Rosters for advanced level teams must be submitted to the Department to verify the 50% Milton residency requirement for final approval. Each team roster must be verified by Department staff before a team can officially form. Teams that do not meet the minimum requirement will not be permitted to use CITY facilities for practices and games.

Any team that meets the required Resident percentages as noted above when the team is formed but drops below the minimum percentage during the season due to no fault of their own (i.e. a Resident quits the team, gets injured, relocates, etc.) shall be allowed to exist and continue playing through Milton's program through the remainder of the season. Any players added late to a roster must help or keep the team's residency percentage at the required percentage. Meaning, if a resident leaves a team mid-season, dropping the residency below the required percentage, only residents can be added to the roster until the residency is at or above 50%.

Any abuse of these guidelines or the intent of these guidelines may result in punitive action, up to and including immediate dissolution of a team.

1.27 The PROVIDER shall provide sport-appropriate certification and training to all paid and volunteer coaches. Additional certification requirements may be described in the Coaching/Instructor Certification **(Exhibit "F").** In addition, it is the responsibility of the PROVIDER to ensure that all of their program instructors, coaches, volunteer and professional, head coaches and assistants, complete the following basic training programs and background check requirements before being permitted to coach a team, as mentioned in section 1.19. PROVIDER must provide documentation of such training to the CITY upon request.

- Background Check
- Concussion Awareness Training
- Mandatory Child Abuse Reporting Training
- Weather Policies and Procedures
- Extreme Weather Policy

1.28 The Provider shall agree to the Field Playability, Weather Policies and Procedures, Heat and Hydration Guidelines and Cold Weather Policy below.

Field Playability
The Department will determine if fields are playable. Programs will be notified as early as possible if the fields are not playable. Programs are prohibited from field use if the field has been deemed "unplayable." In the event of inclement weather after the City's normal business hours, the Program is responsible for determining field playability. Programs are expected to exercise good judgment in determining if a field is playable, keeping the safety of the players foremost. The CITY shall maintain an online weather hotline at the link below to help communicate the status of the fields.

https://www.miltonga.gov/government/parks-rec/athletic-field-status

Lightning Detection Systems for City Parks
For the safety of all, the City of Milton uses a lightning detection system to determine the safety of play in potentially severe weather at Bell Memorial Park, Legacy Park and Milton City Park and Preserve. When lightning is detected, the system will sound a single long note on the siren. This is the signal to clear all fields, the dugouts, the bleachers and the playground and get to safety. When the system detects that the conditions have improved to a safe level, there will be a series of short blasts from the siren. At this point, play may be resumed unless Department staff direct otherwise or the actual conditions on the field remain unsafe. Failure to adhere to this requirement could result in the termination of the Agreement.

The system has an online status that shows the active countdown, that can be viewed here for all fields: https://www.miltonga.gov/government/parks-rec/athletic-field-status

If the lightning detection system fails to operate or if there is any question about safety notwithstanding the apparent operation of the lightning detection system, refer to the rules below for the Fulton County School fields.

Fulton County School Fields
Upon visual or audible evidence of lightning or thunder, all participants are required to clear the field and seek shelter in a building or vehicle. Play will not be permitted until there is no visual or audible indication of thunder or lightning for a continuous 30 minutes. Every indication of thunder or lightning restarts the clock.

Heat, Hydration and Extreme Cold Weather Guidelines
PROVIDERs must adhere to the Extreme Weather Policy observed by the Department. The policy is attached as Exhibit "H".

Milton Parks and Recreation Department cancels and/or postpones all youth programs and activities whenever Fulton County Schools are closed for inclement weather. Programs shall follow this procedure.

1.29 The PROVIDER is responsible for selecting qualified coaches for their program. Each program shall establish its own criteria to determine qualifications of coaches, such as coaching experience, past playing experience, etc.

1.30 The PROVIDER shall be a business or 501c3 that is properly registered with the Secretary of State's office and has a business license issued by the local governing body. When the registration is renewed each year, a copy of the registration is required to be submitted to the City.

1.31 The PROVIDER shall communicate to the Milton Parks and Recreation Advisory Board (PRAB) liaison(s) and Department liaison(s) any and all substantial changes in their program. Each PROVIDER will have a CITY employee liaison and a PRAB liaison. The Department Head will appoint the employee liaison to the organization. The Chairman of the PRAB will appoint the PRAB liaison(s) to the organization on an annual basis. Liaisons must be invited to all PROVIDER board meetings or annual meetings but will not be voting members of the organization.

Each PROVIDER shall communicate to the PRAB liaison(s) and Department liaison(s) any and all substantial changes in their program.

For this purpose, a **substantial change** shall be defined as any change in the philosophy, mission, and organization of the provider that would impact the delivery of expected service to any and all program participants, current and future.

This includes but is not limited to the following:

- Addition/elimination of any age or skill level
- Addition/elimination of any component of the overall program content (i.e. cheerleading, flag football, fast pitch softball, all stars, select, summer or winter league play, etc.)
- Provider by-laws (if applicable)
- Organization structure and composition
- Schedule of fees for participants
- Anything that would be in direct conflict with existing City/Department policies

PROVIDERS shall notify liaisons as soon as the idea for a substantial change is included on a PROVIDER meeting agenda. Upon notification by the PROVIDER, the PRAB and/or employee liaison shall communicate the information to the Department Head or his/her designee. Before any action shall be taken by the PROVIDER to implement the substantial change, the PROVIDER may be required to prepare a written proposal outlining the planned change to include justification for the change; benefits of the change to the PROVIDER, the citizens of Milton, and the CITY; communication plan to inform the general public; timeline for implementation; financial impact to program participants (if any); legal requirements (if any); etc. It shall be at the sole discretion of the Department Head to determine if an in-depth written proposal shall be required. This will be determined on a case-by-case basis, depending on the nature of the proposed change.

Any proposed fee change must be submitted in writing to the Department a minimum of sixty (60) days prior to the planned implementation.

The Department shall determine the level of approval needed for the PROVIDER to implement the substantial change. The approval levels are noted as follows:

a. PROVIDER and organization members only
b. Department Head or his/her designee
c. Milton Parks and Recreation Advisory Board
d. Milton Mayor and City Council

1.32 Records of the PROVIDER or any members of the PROVIDER, that are prepared and maintained or received by the PROVIDER or any of its members in the course of providing services on behalf of Milton, are "public records" under the Open Records Act. Therefore, such records are subject to production if a

request for such records is made under the Open Records Act. In the event that an Open Records Act request is delivered to the City of Milton for PROVIDER records pertaining to the service being provided on behalf of Milton, the City of Milton will require, and the PROVIDER agrees to provide timely assistance in responding to such request. Upon receiving an Open Records Act request for PROVIDER records, the City of Milton will promptly forward the request to the PROVIDER. All responsive documents shall be provided to the CITY by the PROVIDER within 24 hours of the CITY's notification; or, if the records cannot be assembled that quickly, then within 24 hours, the PROVIDER will identify what records are responsive and provide the City of Milton with a list of such records and a timeline for when the requested documents will be assembled and provided. Delivery of the Open Records Act request from the CITY to the PROVIDER may be delivered via email or phone call. All Open Records request responses shall be emailed to the Director of Parks & Recreation or his designee (if specified in the communication relaying the request).

ARTICLE 2.0

Equipment & Materials

2.1 All program materials and equipment needed or pertaining to the above stated programs will be provided by the PROVIDER at his/her own cost and expense. Any equipment provided by the CITY must first be agreed upon in writing between the PROVIDER and CITY. However, PROVIDER may require participants to obtain certain materials required in the programs by providing a list of such materials (with approximate costs) to the participants. If PROVIDER makes such materials available to participants, they must be sold at PROVIDER's cost. All equipment provided by the PROVIDER shall be used in strict accordance with equipment manufacturer's instructions and in accordance with all applicable laws. PROVIDER shall coordinate storage of equipment at school facilities with the principal of the school located at the facility, if applicable.

2.2 The sale of merchandise is restricted to those materials utilized in and for the programs, with the exception of fundraising activities, in which other appropriate items such as gifts and food/drink may be sold. Fundraising activities conducted by the PROVIDER will be permitted. The PROVIDER shall obtain the CITY's approval of any fundraising activities and sale of merchandise prior to its distribution or sale.

2.3 The CITY will provide no storage space to the PROVIDER, unless otherwise mutually agreed upon in writing. If agreed upon, sharing storage space with another PROVIDER is expected. Any storage building or room is not the property of the PROVIDER. Each PROVIDER is expected to work together in their shared space, keep the facility neat and clean, and keep the facility secured. Failure to do so may result in expulsion from the storage facility.

2.4 Any supplies or equipment left at the facility will be the responsibility of the PROVIDER. The CITY will not be responsible for any lost, stolen, or broken equipment or supplies.

2.5 The PROVIDER shall inspect the premises and equipment offered to him/her for his/her proposed activity, and if he or she finds anything wrong with the premises or equipment before each program commences that cannot be corrected immediately by the DEPARTMENT, the program shall be canceled, and the matter reported to the DEPARTMENT for correction. If the PROVIDER elects to hold his/her programs in the facility provided, it will be presumed that the PROVIDER has inspected the premises and facilities and equipment provided for such programs and has accepted same as being safe and suitable for the use intended.

2.6 On all of the fields at Bell Memorial Park, blue tooth interfaces to the scoreboards have been installed. There is an app available to interface with the blue tooth device which eliminates the need for the external scoreboard controllers. Go to www.singlescore.com for the app.

Scoreboard control boxes may still be used under the following guidelines:

a. The PROVIDER must acknowledge use and responsibility of all scoreboard controllers prior to the start of the season;
b. Scoreboard controllers that are damaged, lost or destroyed must be immediately reported to the Department;
c. A minimum of thirty (30) days should be expected for all repairs;
d. The PROVIDER shall be responsible for the cost of repairs or replacement of any lost or damaged scoreboard controllers;
e. Scoreboard controllers must be stored at the park in the storage room;
f. Scoreboard controllers are mated to specific scoreboards and must remain with their respective mate; and
g. The PROVIDER must turn all scoreboards off each evening at the conclusion of activities and assure that scoreboard controllers are properly secured in the storage closet.

ARTICLE 3.0
Compensation and Method of Payment

3.1 In consideration of the CITY authorizing the PROVIDER to furnish the services described herein and to keep a portion of the revenues obtained from furnishing such services (as provided herein), the PROVIDER agrees to furnish the services pursuant to the terms of this Agreement, including but not limited to the releases and indemnities contained herein. Further, the CITY shall be entitled to a commission consisting of **15%** of the registration fees paid by all program participants to the PROVIDER. In consideration for providing the services described herein, the PROVIDER shall be entitled to **85%** of such fees paid, exclusive of the 50% non-resident surcharge described in Section 1.4. The 50% non-resident surcharge (capped at a maximum of $90.00) is fully payable to the CITY and shall not be included in PROVIDER's gross income calculation. PROVIDER shall be entitled to retain all non-registration fees paid by participants to PROVIDER as part of initial registration, i.e. PROVIDER costs for uniforms, standard participant equipment and/or pictures to participants.

3.2 The PROVIDER agrees to provide the CITY with schedules of fees to be charged to participants in conformance with **Exhibit "A"** and to collect all fees from participants. The PROVIDER will submit a completed registration report, to the CITY within 30 days of the close of registration for each program. The list shall be provided in a Microsoft Excel format and shall include each player's name, residential street address, city, zip code, email address, age/program and resident registration rate. All PO Box addresses submitted will be considered non-residents. The Department will use the list to verify the resident status of registered players. The CITY will use the email address list to distribute an end of season Participant Satisfaction survey. CITY shall not use the list to promote Department programs without prior consent of the PROVIDER. The PROVIDER is responsible for identifying participants who have received a scholarship such that they are not included on the CITY registration commission invoice. After the CITY has verified residency of participants, the CITY will issue an invoice to the PROVIDER for registration commissions and non-resident fees payable to the CITY and then send the PROVIDER an invoice, including supporting documentation, for the total amount due to the CITY. Payments will be made to the CITY within fifteen (15) business days of PROVIDER's receipt of each invoice.

3.3 It is the responsibility of the PROVIDER to pay all applicable local, state, and federal taxes associated with this Agreement, and to acquire and pay for all necessary permits, licenses, and insurance required for the execution of this Agreement.

3.4 PROVIDER is not allowed to require an admission fee or a parking fee to any PROVIDER program or event, unless the Director of Parks and Recreation or his/her designee provides written approval.

For special tournaments and events, a team registration fee may be collected. The PROVIDER must obtain written approval from the Director of Parks and Recreation or his/her designee prior to the event where a team registration fee will be collected. For such events, field rental fees may apply.

3.5 The PROVIDER will adhere to fee policies set by the City, including fees that may not yet be currently established.

ARTICLE 4.0
Independent PROVIDER

4.1 This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the PROVIDER is an independent contractor under this Agreement and not a CITY employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, The State Workers Compensation Act, and the State unemployment insurance law. The PROVIDER shall retain sole and absolute discretion in the judgment of the manner and means of carrying out PROVIDER's activities and responsibilities hereunder. The PROVIDER agrees that it is a separate and independent enterprise from the CITY, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work required hereunder. This Agreement shall not be construed as creating any joint employment relationship between the PROVIDER and the CITY and the CITY will not be liable for any obligation incurred by PROVIDER, including but not limited to unpaid minimum wages or overtime premiums.

4.2 PROVIDER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 5.0
Insurance

5.1 CITY shall not have any insurance obligations related to this Agreement, and PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY.

5.2 Certificates of Insurance. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. The Certificates of Insurance and endorsements for each policy are to be issued by a person authorized by that insurer to bind coverage on its behalf, unless alternate sufficient evidence of their validity and incorporation into the policy is provided. Further, the PROVIDER shall provide complete certified copies of current insurance policy(ies) and/or a certified letter from insurance company(ies) if requested by the CITY. These Certificates of Insurance provided shall contain a provision that coverages afforded under these policies will not be cancelled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia. Financial Ratings must be not less than "A-VI" in the latest edition of "Best Key Rating Guide", published by A.M. Best Guide.

5.3 Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.

5.4 Commercial General Liability insurance must be maintained for comprehensive coverage including for bodily injury and personal injury, sickness, disease and death, and property damage. Exposures to be covered are: premises, operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

$1,000,000	Combined Single Limit – each occurrence
$2,000,000	Combined Single Limit – general aggregate
$1,000,000	Personal Injury

PROVIDER shall have its insurer name the City of MILTON as an additional insured on its General Liability policy.

PROVIDER shall also have its insurer name the FULTON COUNTY BOARD OF EDUCATION as an additional insured on its General Liability policy.

5.5 Worker's Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter's employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A.	Workers Compensation	Statutory
B.	Employer's Liability	$100,000 each accident
		$500,000 Disease-policy limit
		$100,000 Disease-each employee

If PROVIDER or its subcontractor claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption; provided that CITY may reject such claim, and CITY's acceptance of such claim shall not affect this obligation should claim of exemption be determined inaccurate or false.

5.6 PROVIDER shall also maintain Directors and Officers insurance with limits of at least $500,000.00, in a policy separate from the Commercial General Liability insurance policy. Areas of coverage must include allegations of: wrongful termination; failure to hire or promote; discrimination, including sexual harassment; failure to accommodate disabilities; and claims alleging mental anguish and emotional distress. Claims-made coverage must cover the preceding six years or the length of time the Program has been operating in the CITY, whichever is less. The policy must include the CITY as an additional insured.

5.7 PROVIDER shall include all subcontractors as insureds under its policies or shall ensure each subcontractor complies with the insurance requirements provided herein, including but not limited to naming the CITY as an additional insured.

ARTICLE 6.0
Term and Termination

6.1 After a two (2) month trial period, the programs will be evaluated by the DEPARTMENT, and the remainder of this Agreement will either be terminated or continue in full force and effect. If at any time after the two (2) month evaluation, program enrollment should fall below the required minimum, the PROVIDER will be allotted four (4) weeks to bring enrollment up to the required minimum. The programs will be reevaluated at the close of this four (4) week period, at which

time the CITY may terminate this Agreement if the requirements herein have not been met or the CITY is otherwise unsatisfied with the program in its sole discretion.

6.2 The term of this Agreement shall commence upon the later of **October 1, 2024,** or date of execution hereof, and shall remain in effect until September 30, 2025, and shall automatically renew absent written notice of non-renewal from either party, or unless terminated sooner as provided in this Article (provided that the term hereunder may be subject to the automatic termination and automatic renewal provision as set forth below)(the "Term"). To the extent there is any payment obligation on the part of the CITY hereunder, and the Term hereunder continues beyond the fiscal year in which this Agreement is executed (*i.e.*, neither party provides notice of non-renewal), the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of CITY on September 30 each fiscal year of the Term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year of the Term absent CITY's provision of written notice of non-renewal to the PROVIDER at least five (5) calendar days prior to the end of the then current fiscal year. Title to any supplies, materials, equipment, or other personal property (to the extent any transfers under this Agreement) shall remain in PROVIDER until fully paid for by City.

6.3 PROVIDER's violation of any term set forth in this Agreement may result in termination of this Agreement by written notice. This Agreement may also be terminated by the CITY for convenience and at the sole and exclusive discretion of the CITY upon giving of at least thirty (30) days prior written notice of termination to the PROVIDER at the PROVIDER's address set forth herein. This Agreement may be terminated by the CITY immediately by written notice to PROVIDER upon any willful, reckless, or grossly negligent act or omission by PROVIDER or any of its officers, agents, employees, or volunteers.

6.4 This Agreement may be terminated by PROVIDER upon giving at least sixty (60) days written notice of termination to the CITY.

6.5 PROVIDER must notify the DEPARTMENT in writing of any program cancellations at least ten (10) business days prior to the scheduled cancellation, or as soon as the cancelation is confirmed.

6.6 CITY reserves the right to cancel or reschedule any of the PROVIDER's programs in the case of scheduling conflicts or other emergencies, as determined by the DEPARTMENT.

6.7 Upon termination or expiration of this Agreement, PROVIDER shall provide payment to the CITY of any commission or surcharge due up to the termination date.

6.8 The rights and remedies of the CITY and PROVIDER provided under this Article 7 are in addition to any other rights and remedies provided under this Agreement or at law or in equity.

6.9 The CITY shall have the right to terminate this Agreement upon failure of PROVIDER to perform its obligations to the reasonable satisfaction of CITY. Prior to exercising this right of termination, CITY shall provide PROVIDER with a written notice specifying PROVIDER's failure to perform, and providing PROVIDER with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the CITY, to cure its deficiency. In the event that PROVIDER fails to cure the deficiency, or in the event of any subsequent failure to perform, CITY shall have the right to immediately terminate the Agreement by providing written notice of termination to PROVIDER.

6.10 PROVIDER shall have the right to terminate this Agreement upon failure of CITY to perform its obligations to the reasonable satisfaction of PROVIDER. Prior to exercising this right of termination, PROVIDER shall provide CITY with a written notice specifying CITY's failure to perform, and providing CITY with a reasonable opportunity, not to exceed 30 days except as may be agreed to in writing by the PROVIDER, to cure its deficiency. In the event that CITY fails to cure its deficiency, or in the event of any subsequent failure to perform, PROVIDER shall have the right to immediately terminate the Agreement by providing written notice of termination to CITY.

Either party may terminate this Agreement at any time for convenience upon thirty (30) days written notice to the other party.

ARTICLE 7.0
Indemnification

7.1 PROVIDER covenants and agrees to take and assume all responsibility for the services provided in connection with this Agreement. PROVIDER shall defend, indemnify and hold harmless the CITY, the FULTON COUNTY BOARD OF EDUCATION, and the CITY and FULTON COUNTY BOARD OF EDUCATION's trustees, elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees, paralegal fees, and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the performance of services described herein, or operations by the PROVIDER (including but not limited to the operations as set forth in Section 1.17

herein), any subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party by any employee of the PROVIDER, its subcontractor, anyone directly or indirectly employed by the PROVIDER or subcontractor or anyone for whose acts the PROVIDER or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the PROVIDER or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

7.2 The Parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the PROVIDER's responsibility to indemnify.

ARTICLE 8.0
Americans with Disabilities Act; Nondiscrimination

8.1 PROVIDER shall not discriminate against any person in its operation and activities in its use or expenditure of the funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans With Disabilities Act ("ADA"), in the programs while providing any services funded in whole or in part by the CITY, including Titles I and II of the ADA and all applicable regulations, guidelines, and standards.

8.2 PROVIDER's decisions regarding the delivery of services, including participation in any park or program, under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for delivery of service.

8.3 In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, Consultant agrees that, during performance of this Agreement, PROVIDER, for itself, its assignees and successors

in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations of the laws cited above, and shall include the provisions of this paragraph in every subcontract for services contemplated under this Agreement.

ARTICLE 9.0
Association Requirements (if applicable)

9.1 In order to qualify as a recognized Association and operate on City of Milton property, the Association must adhere to certain minimum legal and organizational requirements as set forth in this Agreement. Each Association must indicate its intent and ability to comply with these requirements by signing this Agreement prior to the operation of any activity on CITY property.

9.2 These requirements are necessary in order to ensure the safety and well-being of all participants. The CITY retains the right to change the requirements of this Agreement at any time, without advance notice, as it deems appropriate, and any such changes will be binding on any signatory to the Agreement. The CITY will endeavor to communicate any changes made to this Agreement to the Association within five (5) business days after the change has been made and approved.

9.3 The signing of the Agreement indicates the Association's assumption of the financial responsibility for its program, as well as the management of the program participants and volunteers. The CITY will not be held responsible for the finances or the program management. Violation of the above-mentioned responsibilities constitutes cause for the revocation of the Agreement. The requirements are as follows:

1 CORPORATE REGISTRATION

Each must be a federally registered 501(c)3 non-profit organization and licensed to operate in the State of Georgia. Proof of the current registration status must be on file with Milton Parks and Recreation Department ("Department").

2 BYLAWS

Associations shall furnish a current copy of their by-laws to the Department. By-laws must be on file or submitted with the signed Agreement.

3 ELECTION OF OFFICERS

Each Association shall have a Board of Directors ("Board"), which shall be the governing body of the Association for the operation of the affairs of the Association as documented in the bylaws. Each Association Board must be comprised of a majority of Residents upon election or appointment. The Board of Directors must be elected annually or as mandated by the Association's by-laws, but no less than once every two years, by the Association membership.

Open advertised election of the Board is mandatory. All members of the Association as defined by the bylaws shall have the opportunity to vote. A notice of upcoming elections must be sent to the Department and shall be posted on the Association website at least two weeks prior to the elections. Associations are encouraged to email notice of elections to all participant families and to post flyers at the park. Elections should be held in an easily accessible central location when there are normal Association activities scheduled at the park to provide the best opportunity for members to vote. Associations are also encouraged to provide a process for members to vote electronically.

4 ASSOCIATION MEETINGS AND ANNUAL MEETING

Upon request, Associations must provide copies of meeting minutes from Association membership and Board meetings to Association members and the CITY. It is recommended that meeting minutes be posted on the Association website.

Each Association must schedule a minimum of one (1) annual membership meeting. This meeting shall be for the purpose of electing Board members, and any other necessary business. Efforts must be made to contact all members, and the Department must be notified of the meeting. Notice of said meeting must be posted at Department facilities and on the Association website two weeks prior to meeting date.

5 FINANCIAL REPORTS

The Official Code of Georgia Annotated requires all corporate minutes and books of account be held open for inspection by any member of the Association at any reasonable time. The CITY assumes no responsibility for the financial well-being or outstanding debts of Associations. Each Association must provide the CITY, on July 15th or within ten (10) business days following demand thereof, an annual Financial Statement to include a summary of operating income and expenses, capital expenditures, registration fees charged to participants, Federal and State tax returns, and profit and loss statement, or otherwise provide to the CITY other documentation evidencing that the Association is not insolvent or bankrupt.

6 CAPITAL IMPROVEMENTS

Capital improvements may be suggested by the Association for budgetary consideration. Financial partnerships (50/50) between the Associations and the Department for mutually agreed upon projects are encouraged.

ARTICLE 10.0
Miscellaneous

10.1 No modification, amendment, or alteration of the terms and conditions contained shall be effective unless contained in a written document executed by each party with the same formality and equal dignity herewith.

10.2 This Agreement is not transferable or assignable, and PROVIDER agrees not to delegate, transfer or assign the performance of any services called for in the Agreement without prior express written consent from the CITY. As to any approved subcontractors, the PROVIDER shall be solely responsible for reimbursing them, and the CITY shall have no obligation to them.

10.3 This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.

10.4 The PROVIDER shall pay reasonable attorney's fees to the CITY should the CITY be required to incur attorney's fees in enforcing the provisions of this Agreement.

10.5 Time is of the essence of this Agreement.

10.6 The individual executing this Agreement on behalf of PROVIDER agrees and represents that he is authorized to execute this Agreement on behalf of the respective entity and has obtained all necessary approvals to execute and bind PROVIDER to the terms of this Agreement. Accordingly, the CITY and PROVIDER both waive and release any right to contest the enforceability of this Agreement based upon the execution and/or approval thereof.

10.7 Nondiscrimination: In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and all other provisions of Federal law, the PROVIDER agrees that, during performance of this Agreement, Consultant, for itself, its assignees and successors in interest, will not discriminate against any employee or applicant for employment, any subcontractor, or any supplier because of race, color, creed, national origin, gender, age or disability. In addition, PROVIDER agrees to comply with all applicable implementing regulations and

shall include the provisions of this Section in every subcontract for services contemplated under this Agreement.

10.8 Books, records, documents, account ledgers, data bases, and similar materials relating to the services performed under this Agreement ("Records") shall be established and maintained by PROVIDER in accordance with requirements prescribed by the CITY and applicable law. Upon request, the PROVIDER shall furnish to the CITY any and all Records related to matters covered by this Agreement in the form requested by the CITY. The PROVIDER will permit the CITY or CITY's representative(s) to audit, examine, and make excerpts or transcripts from such Records, and to audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and/or data relating to all matters covered by this Agreement.

10.9 No failure by the CITY to enforce any right or power granted under this Agreement, or to insist upon strict compliance by PROVIDER with this Agreement, and no custom or practice of the CITY at variance with the terms and conditions of this Agreement shall constitute a general waiver of any future breach or default or affect the CITY's right to demand exact and strict compliance by PROVIDER with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

10.10 Pursuant to O.C.G.A. § 13-10-91, the CITY shall not enter into a contract for the physical performance of services unless the PROVIDER shall provide evidence on CITY-provided forms, attached hereto as **Exhibits "D" and "E"** (affidavits regarding compliance with the E-Verify program to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), that it and PROVIDER's subcontractors have registered with, are authorized to use and use the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91, and that they will continue to use the federal work authorization program throughout the contract period.

The PROVIDER hereby verifies that it has, prior to executing this Agreement, executed a notarized affidavit, the form of which is provided in **Exhibit "D",** and submitted such affidavit to CITY. Further, PROVIDER hereby agrees to comply with the requirements of the federal Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, O.C.G.A. § 13-10-91 and Rule 300-10-1-.02.

In the event the PROVIDER employs or contracts with any subcontractor(s) in connection with the covered contract, the PROVIDER agrees to secure from such subcontractor(s) attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Rule 300-10-1-.02 by the subcontractor's execution of the

subcontractor affidavit, the form of which is attached hereto as **Exhibit "E",** which subcontractor affidavit shall become part of the contractor/subcontractor agreement, or evidence that the subcontractor is not required to provide such an affidavit. If a subcontractor affidavit is obtained, PROVIDER agrees to provide a completed copy to the CITY within five (5) business days of receipt from any subcontractor.

PROVIDER agrees that the employee-number category designated below is applicable to the PROVIDER.

____ 500 or more employees.
____ 100 or more employees.
x___ Fewer than 100 employees.

PROVIDER hereby agrees that, in the event PROVIDER employs or contracts with any subcontractor(s) in connection with this Agreement and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, the PROVIDER will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor.

The above requirements shall be in addition to the requirements of State and federal law and shall be construed to be in conformity with those laws.

10.11 PROVIDER represents that it has reviewed and become familiar with this Agreement and has notified the CITY of any discrepancies, conflicts, or errors herein. The Parties hereto agree that, if an ambiguity or question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of the Agreement. In the event of a conflict as to the duties and responsibilities of the Parties under this Agreement, this Agreement shall govern over any Exhibit, and the Exhibits shall govern in the order attached hereto.

10.12 Subject to the provision of this Agreement regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the respective Parties, provided that no Party may assign this Agreement without prior written approval of the other Party. This Agreement shall not be assigned or subcontracted in whole or in part without the prior written consent of the CITY. This Agreement shall be construed under and governed by the laws of the State of Georgia. This Agreement is the complete understanding of the parties in respect of the subject matter of this Agreement and supersedes all prior agreements relating to the same subject matter. The parties may modify this Agreement only by written instrument signed by each of the parties hereto.

Failure by either party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of the Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

10.13 This agreement may be executed in counterparts, each of which shall constitute an original.

10.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes, and laws of the State of Georgia will control. Any action or suit related to this Agreement shall be brought in the Superior Court of Fulton County, Georgia, and PROVIDER submits to the jurisdiction and venue of such court.

10.15 Should any article(s) or section(s) of this Agreement, or any part thereof, later be deemed illegal, invalid or unenforceable by a court of competent jurisdiction, the offending portion of the Agreement should be severed, and the remainder of this Agreement shall remain in full force and effect to the extent possible, as the Parties declare they would have agreed to the remaining parts of this Agreement if they had known that the severed provisions or portions thereof would be determined illegal, invalid or unenforceable.

10.16 The PROVIDER acknowledges and agrees that by virtue of the fact that the fields and other facilities made available to the PROVIDER under this Agreement were funded by the taxpayers of the CITY and are leased or owned by the CITY, and further due to the fact that the recreation fees generated from the availability of such fields, the PROVIDER is subject to the Open Records and Open Meeting laws of the state of Georgia. The PROVIDER agrees to comply with those laws. To the extent that the PROVIDER is uncertain or needs assistance as to proper compliance with such laws, the CITY may provide assistance and guidance, but not legal advice, regarding same. The PROVIDER further agrees that all books and records of the PROVIDER shall be made available to the City of Milton as and when requested for review or audit.

10.17 Neither the CITY nor PROVIDER shall be liable for its respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of its respective duties or obligations under this Agreement or for any delay in such performance due to: (a) any cause beyond its respective reasonable control; (b) any act of God; (c) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (d) earthquake, fire, explosion or flood; (e) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of PROVIDER; (f) delay or failure to act by any

governmental or military authority; or (g) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection or invasion. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

10.18 Hosting of camps and tournaments involving participants from outside the PROVIDER'S own program along with participants in the PROVIDER'S own program is allowed but requires coordination with and written consent of the Department. PROVIDER must seek approval from the CITY to host outside camps and tournaments at the parks at least thirty (30) days prior the proposed event. Field or facility rental fees and staff fees may be applicable for these types of events as determined by the Director or his/her designee. The CITY reserves the right to require liability waivers, proofs of insurance, or other forms of protection from outside participants as a condition of consent to such events.

10.19 The PROVIDER is specifically not permitted to sublet facilities to any individual or organization. The PROVIDER'S Agreement will authorize the PROVIDER'S own use only. The CITY reserves the right to restrict facility use on dates when there are special City/Department events. These dates will be communicated to the PROVIDER no less than thirty (30) days prior to the event.

10.20 The PROVIDER is allowed to seek sponsors to help offset expenses associated with administering their programs and to create a revenue stream for the PROVIDER to assist the CITY in funding capital projects benefitting the parks and facilities they use. The PROVIDER is not permitted to obtain sponsorships, including direct financial aid and/or in-kind donations, from any religious organization or individuals and businesses that compete with contractual obligations of the CITY. Sponsors must be in good taste and appropriate for CITY park environment (i.e. alcohol and/or tobacco-related products/businesses are not allowed to advertise in CITY parks).

Details of how sponsorship opportunities may be implemented shall be discussed with and approved by the Department Director or his/her designee.

10.21 If damage to a field or facility occurs because of misuse or abuse (misuse to include, but not limited to: failure to rotate goals, practice or play in inclement weather conditions, damage to flooring, etc.) by the PROVIDER, the CITY will require the PROVIDER to pay for any and all costs necessary to repair the damaged area. The use of any form of metal cleats is strictly prohibited on the artificial turf fields.

10.22 PROVIDERs are responsible for picking up litter around facilities and placing it in proper receptacles after the conclusion of a scheduled program. This

includes all facilities, playing areas, walkways, restrooms, concession stands, dugouts, etc.

10.23 Nothing within this agreement shall be construed as a waiver of governmental immunity, official immunity, or sovereign immunity by the CITY, its officers, or employees.

10.24 Questions, recommendations, complaints, etc. regarding park facilities and operations should be directed to the Department – 678-242-2519 or Tom.McKlveen@miltonga.gov

I hereby acknowledge and understand that the PROVIDER, which I am authorized to represent, will abide by, and comply with the terms and conditions set forth in this Recreation Provider Agreement as well as all of the applicable policies, procedures, guidelines, and rules of the CITY. I understand that failure of the PROVIDER or any of its members to comply with any applicable requirement may result in termination of this Agreement with the CITY.

PROVIDER:

By:_____
[President/Vice President if Corp.]

Terrence OBrien
Name:_____
(Typed or Printed)

02/25/2025
Date:_____

Attest:_____
PROVIDER Secretary [if Corporation]

Name: Thomas Rhodes
(Typed or Printed)

Date: 2/25/2025

[AFFIX CORPORATE SEAL]

CITY:

By:_____
Peyton Jamison, Mayor

Date:_____

By:_____
Tammy Lowit, City Clerk

Date:_____

[CITY SEAL]

Approved as to form:

Signed by:
Jennifer McCall 6/11/2025
84308E815FAF148A...
City Attorney Date

EXHIBIT "A"

[INSERT SCOPE OF WORK (INCLUDING BUT NOT LIMITED TO FEES, SCHEDULE INFORMATION, AND MINIMUM NUMBER OF PARTICIPANTS)]

- Description of each program or class offered
  - Detailed description of the class or program
  - Minimum/maximum number of participants
  - Cost
  - Number and duration of the season or class schedule (ex: once per week for eight weeks)
  - Ages offered

For Spring and early summer programming at Bell Memorial Park's natural grass fields, ALL field usage will end on the first Sunday after July 4th for field renovations.

	Spring	Summer	Fall	Winter
Ideal Capacity *per most appropriate offering size* (season, class, etc.)	12 teams	8 teams	12 teams	8 teams
Previous Season Participation	89	54	83	50
Growth Goal for Season	At capacity	At capacity	At capacity	At capacity

Exhibit A: Milton Tennis Center 2025

Program includes:

- ALTA, USTA and league play.
- Team, group and individual lessons.
- Provide direction for all ages and levels.
- Staff are approved by Tennis Director
- Participants will be limited to the level of play, size of groups and court availability and amount allowed by leagues.
- Milton Tennis Center staff is the only sanctioned programming at the site to conduct lessons and team play.
- Director will oversee court signup for teams.
- Offer repair services for rackets.
- Oversight of court area and grounds.
- Spring & Fall - Estimated number of teams: 12
- Men 1 / Ladies Tues. 1/ Ladies Thu. 2 / Ladies Sun. 2 / Boys 2 / Girls 2
- Summer & Winter - Estimated number of teams: 8
- ALTA: Senior Men, Senior Women,
- USTA Ladies / USTA Juniors BG18u, BG14u, 12u,
- Team fees will be due after season completion.

EXHIBIT "B"

BACKGROUND CHECKS

Screening Information

NCSI offers the city a comprehensive system to manage background checks, ensuring that every adult working directly with youth participants meets our strict safety standards. This extra level of oversight is a proactive measure safeguarding the quality of our programs. Each program will pay a $23.00 screening fee per coach, instructor, and volunteer, covering both the initial screening and an automatic free recheck in the second year—making it an extremely affordable and quality tool to keep our youth programs safe.

Steps to completing background check

EXAMPLE EMAIL you will receive from NCSI rep

Hello (Name),

I am excited to get you started using the NCSI background screening platform. You may log into your dedicated background screening portal by clicking the link below. Please note that our platform will not work to the best of its ability through the Internet Explorer browser. We suggest using Google Chrome for the best experience.

Login Link

FIRST-TIME LOGIN INFO FOR ADMINISTRATORS

Please use the following username and temporary password for your initial login. You will be prompted to create a unique password from the temporary one assigned below. You will also set up Multi-Factor Authentication information. Once you are logged in, you can begin exploring your website portal.

Username:
Temporary Password: **ncsi1p@ssword**

To request additional users to the platform contact support@ncsisafe.com with the following:

- Your account name
- The full name of the user
- User email address

- Level of access the user will require

HOW TO SUBMIT BACKGROUND SCREENINGS

NCSI has designed a secure URL for your registrants to complete an application for background screening. Please share the below link with your registrants to fill out all the required information, and FCRA compliant consent and authorization forms. The application will deliver directly to our system so our team may begin the background screening process. For more information on this process, please see the attached user guide.

NAVIGATING THE SYSTEM

You will find FAQs and other helpful documents on the platform by clicking "help" on your profile badge in the top right corner. I have also attached a user guide to help you navigate the system. Our Client Services Team is available to help answer your questions as you begin to use the NCSI platform. Please call us by phone between 9AM-5PM EST, at 866-996-7412 X 2, or you can send an email anytime to support@ncsisafe.com.

Please let me know if you have any questions about your account or the background screening portal.

Thank you,
Steven Galeano | Client Services Team Lead
NCSI Background Screening User Guide.pdf

EXHIBIT "C"

City of Milton Parks Ordinances & Park/Facility Regulations

CITY OF MILTON PARKS ORDINANCES

Programs are responsible for adherence to all City and park ordinances. A collection of applicable ordinances is shown below, subject to the caveat that ordinances are amended from time to time; these ordinances may not be fully current; and other ordinances not shown here may be relevant depending on the activity.

Sec. 34-22. - Prohibited acts.

(a) Alcoholic beverages. Unless a public facilities permit has been obtained under Chapter 4 of this Code, it shall be unlawful for any person to possess and consume any alcoholic beverage, or be under the influence of alcoholic, malt and vinous beverage, within any public park and within any building or facility under the supervision of the city recreation and parks department.

(b) Firearms. It shall be unlawful for any person to discharge any firearm within the city parks in accordance with the authority vested in the city by the general assembly in accordance with O.C.G.A. § 16-11-173. Signs shall be posted at city parks stating the following:

"In accordance with O.C.G.A. § 16-11-173 and the City Code of Milton, the discharge of firearms in city parks is prohibited."

(c) Fireworks. It shall be unlawful for any person to possess or use fireworks, as defined in O.C.G.A. 25-10-1(a)(1), in any of the city parks, unless written permission for such has been authorized by the mayor and city council.

(d) Injuring public property. It shall be unlawful for any person to cut, break, mutilate, deface, or in any other manner destroy or injure any public property, real or personal, belonging to, owned by, or leased or used by the city.

(e) Killing wildlife. It shall be unlawful for any person to hunt, trap, shoot, maim or kill any animal or wildlife, or attempt to do any of the acts mentioned in this subsection to any animal or wildlife within any of the city parks without the city manager's written permission.

(f) Motor vehicles. It shall be unlawful for any person to drive, operate and park any motor vehicle, mini-bike or motorcycle within any city park, except in areas designated for such use. This section does not apply to city employees or agents

when municipal duties require them to drive over said park or to park their vehicles or equipment at such locations in order to perform city business.

(g) Noises. It shall be unlawful for any person to make any unnecessary, loud noises, engage in noisy disputes or conversation, engage in any indecent or loud acts of behavior, or in any other manner disturb the public peace, quiet, and order in any of the city parks, according to the city's noise regulations.
(h) Park hours. All city parks that have lighted athletic fields shall be closed between the hours of 10:30 p.m. and 6:00 a.m. All other parks shall be closed from dusk until dawn. No person shall be authorized to be on the premises or property of any city park when they are closed, except authorized city employees or persons engaged in activities authorized by the recreation and parks director, or the city manager.

(i) Pets. All pets must be on a leash and the owner is responsible for the disposal of pet waste. All pets are prohibited on athletic fields, unless written permission for such has been authorized by the city manager or the recreation and parks director.

(j) Permit required. It shall be unlawful for any person to engage in any activity in the city parks which requires a permit or ticket without first obtaining such permit or ticket.

(k) Polluting water in parks. It shall be unlawful for any person to pollute or disturb any spring, branch, pond, fountain, or other water owned by or leased to the city.

(l) Posting signs. It shall be unlawful for any person to affix any bill, sign, or notice on any tree, building, or fixture in any of the parks. It shall be unlawful for any person to place any paper, books, refuse, or trash of any kind in any of the public parks, except in containers provided for such.

(m) Skateboards. It shall be unlawful for any person to operate a skateboard on any street, lane, way, road, and/or any parking lot in any park in the city unless otherwise designated by signage or published rules.

(n) Smoking. It shall be unlawful for anyone to smoke in the park.

(o) Speed limit. It shall be unlawful for any person to operate a motorized vehicle upon any road within a park in the city at a greater speed than 15 miles per hour.

(p) Swimming in lakes. It shall be unlawful for any person to swim in or enter any lake at any park in the city for the purpose of swimming or wading unless a permit for such has been issued by the city recreation and parks department or an

authorized representative, or such person are conducting recreation department business.

(q) Urban camping. It shall be unlawful to reside or to store personal property in any park owned by the city. Furthermore, it shall be unlawful to use any public place, including city parks, for permanent living accommodations purposes or camping, except in areas specifically designated for such use or specifically authorized by permit.

(Ord. No. 07-01-03, § 1(ch. 8, art. 1, § 4), 1-18-2007; Ord. No. 07-08-42, § 1(ch. 8, art. 1, § 4), 8-23-2007; Ord. No. 14-10-225, §§ 1, 2, 10-20-2014); Ord. No. 15-03-237 , § 1, 3-16-2015)

PARK/FACILITY REGULATIONS

1. Programs conducting youth activities on City facilities must have an appropriate number of adults supervising the activities conducted by the Program from the outset to the conclusion of the activity.

2. Spectators, Parents, Coaches, or Officials of a Program must display appropriate conduct while operating activities on City facilities. Continuous failure to do so could result in the termination of the right to use City facilities. All Programs must enact and enforce a policy of ZERO tolerance for abusive behavior while at a Program event on-site or at an away facility.

3. The park belongs to all of the residents of Milton. All Programs are asked to enact and encourage a policy of "Leave It Cleaner Than When You Arrived" with regards to all elements of the park. The Program is responsible for cleaning the area around athletic fields, dugouts and walkways. This must be completed upon the conclusion of each activity.

4. Program representatives are responsible to report any and all suspicious activity occurring on City property to the Department and/or to the City's Department of Public Safety.

5. The Department reserves the right to cancel any scheduled activities when it is believed that such use as during bad weather would damage facilities or put participants at risk.

6. Bicycles, roller blades, skateboards, hover boards etc. are prohibited on walkways and other designated areas.

7. No game shall begin after 9:00 pm, and every effort should be made to conclude by 10:00 pm. The park lights will go off at 10:30 pm

8. Parks may not be used for golf practice.

9. Other than service animals, it is against park regulations for any individual who possesses or is in charge of a domestic animal, restrained or unrestrained, to bring the animal onto any athletic field. It is the owner's responsibility to remove any animal excrement deposited by their animal on park property and dispose of it in a sanitary manner. FOR THE SAFETY OF ALL, PET OWNERS ARE REQUIRED BY LAW TO OBEY FULTON COUNTY LEASH LAWS WHILE VISITING CITY OF MILTON PARK FACILITIES.

10. The use of unmanned aerial vehicles (UAVs) or drones is prohibited at all active parks within the City.

11. Music may be played in the park at a volume that does not interfere with other activities. Any organization that receives a reasonable request to lower the volume must do so or risk cancellation of scheduled activities. All music played at the park must be in compliance with the current noise ordinances of the City. Music played must not contain inappropriate language (e.g., containing sexually explicit, degrading, or violent words or themes) and must be family friendly. DJs are not permitted without a special use permit.

12. Synthetic multi-sport field rules & restrictions:

    a) No pets of any kind
    b) No food or beverages, including gum, seeds, nuts, sports drinks or soft drinks
    c) ONLY PLAIN WATER IS ALLOWED
    d) No glass containers
    e) No smoking or tobacco products of any kind
    f) No playing golf
    g) No tent stakes, spikes, etc. may be driven into the turf
    h) No metal or detachable cleats – only sneakers or molded plastic cleats
    i) No painting, chalking or marking field
    j) No vehicles, bikes, scooters, skateboards, roller- or inline skates, strollers or hover boards
    k) No grills, fireworks or fires of any kind
    l) Do not pick or pull grass fibers or infill material
    m) Goals may be moved but they are to be LIFTED and moved as needed, NOT DRAGGED
    n) Do not throw, kick, hit or whip a ball into surrounding fences

EXHIBIT "D"
Contractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b).

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N A
eVerify Number

Date of Authorization

Name of Subcontractor

Name of Project

City of Milton, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on March 12, 2025 in Milton (city) GA (state).

Signature of Authorized Officer or Agent

TERRE OBRIEN
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 12th DAY OF March, 2025.

NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 5/7/27

CHRISTIANE HERNDON NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 05-07-2027

EXHIBIT "E"
Subcontractor Federal Work Authorization Form

STATE OF GEORGIA
COUNTY OF FULTON

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____ on behalf of the City of Milton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period, and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five (5) business days of receipt, a copy of the notice to the contractor.

Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

N/A
_____
eVerify Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

City of Milton, GA
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, ___, 202__ in _____(city), _____(state).

_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____,202__.

_____
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires:_____

EXHIBIT "F"
Coaching/Instructor Certifications

PROVIDER must require that a minimum of one (1) coach/instructor per team/class is to maintain a certification in good standing. The following are approved certifications: NYSCA, Simply the Best, A.C.E., A.C.E.P., Doyle, GHSA, GYSA, US Youth Soccer, Higher Ground, US Lacrosse Association, USA Football, and National Cheerleading Association.

Contingent on the CITY's approval, the PROVIDER may include additional certifications not previously mentioned in the Agreement (list below). Records of certifications are to be sent to the Parks & Recreation Department within two weeks of the season start.

ACTIVITY/SPORT:
Tennis Coaching / Directing / Playing

ACCEPTABLE COACHING/INSTRUCTOR CERTIFICATIONS:
Georgia Professional Tennis Association
1. _____
United States Tennis Registry
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

CERTIFICATE OF LIABILITY INSURANCE

02/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Mass Merchandising Underwriting
K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: KK.General@kandkinsurance.com PRODUCER CUSTOMER ID:

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Terrence B O'Brien DBA: Tennis Instructor 2535 Bethany Church Rd. Milton, GA 30004 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: AIG Specialty Insurance Company	26883
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02923485 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		9YAPG0001334486600	02/25/2025 12:01 AM EDT	02/25/2026 12:01 AM	EACH OCCURRENCE	$1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea Occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS – COMP/OP AGG	$1,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PROFESSIONAL LIABILITY	$1,000,000
	☐ OTHER:						LEGAL LIAB TO PARTICIPANTS	$1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ NOT PROVIDED WHILE IN HAWAII							
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					☐ PER STATUTE ☐ OTHER	
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐						E.L. EACH ACCIDENT	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	
							E.L. DISEASE – POLICY LIMIT	
	MEDICAL PAYMENTS FOR PARTICIPANTS						PRIMARY MEDICAL	
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Instructor of: Tennis
Sports instruction conducted at locations that are NOT owned or operated by the instructor.
The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

CERTIFICATE HOLDER	CANCELLATION
City of Milton 2006 Heritage Walk Milton, GA 30004 (Owner/Lessor of Premises)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Scott Turbeville

Coverage is only extended to U.S. events and activities.
** NOTICE TO TEXAS INSUREDS: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ACORD 25 (2016/03)
The ACORD name and logo are registered marks of ACORD
© 1988-2015 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: 9YAPG0001334486600

COMMERCIAL GENERAL LIABILITY
CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
City of Milton 2006 Heritage Walk Milton, GA 30004 Named Insured: Terrence B O'Brien DBA: Tennis Instructor
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
Signed by: Tom McKlveen D29D4A00CDC8470...
DATE: Submitted on July 7, 2025, for the July 21, 2025, Regular City Council Meeting

AGENDA ITEM: Approval of an Instructor Contract Agreement Between the City of Milton and Morning Starr A. Petronella to Provide Recreational Photography Classes.

SUMMARY:

Starr Petronella is transitioning from a recreation program provider model to an instructor-based model with the City of Milton. Her high-quality photography classes focus on helping participants explore the art of photography through composition, lighting, and creative expression. The majority of her programs are open to teens and adults, with an occasional youth class or camp. Classes will be held at the Milton City Park and Preserve, Community Place, and Bethwell Community Center.

The Parks and Recreation Advisory Board unanimously recommended approval of the agreement with Starr Petronella in the May 15, 2025, meeting.

FUNDING AND FINANCIAL IMPACT:

Starr Petronella will serve as an independent instructor under this agreement. City staff will set the program fees to ensure profitability, considering the instructor's compensation and other program-related operational costs.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

DocuSigned by: Bernadette Harvill ED09D88B47F7499...

Financial Review: Bernadette Harvill, Deputy City Manager – July 11, 2025
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 16, 2025
Concurrent Review: Steven Krokoff, City Manager

DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

City of Milton Parks & Recreation Department Recreation Provider Agreement

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

This Contract for instruction services for recreational programs is made and entered into and is effective this _____ day of _____, 20___, (the "Effective Date") by and between, Morning Starr A Petronella an Individual/Sole Proprietor ("Contractor") located at 3140 Caldwell rd, NE, Brookhaven, GA 30319 and the **City of Milton**, Georgia, a municipal corporation of the State of Georgia, located at **2006 Heritage Walk, Milton, GA 30004** by and through the City of Milton Parks and Recreation Department ("City"). The City and the Contractor are sometimes referred to in this agreement collectively as the "Parties".

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Milton recreational programs identified below and further described on page(s) _____ of the _____ Activity Guide and/or in the attached Exhibit "A" to this Contract (referred to herein as "Instructor Services").

Is there such an Attachment to this Contract? Yes ■ No ☐

Program Name(s):
Photography classes

Program Date(s):
Jan 13th-Feb 3rd, Feb 17th, Jan 17th.

Program Location(s) and Address(es):
2006 Heritage Walk, Milton, GA 30004

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and not an employee, agent, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have qnd maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents, or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014) (Circular E).
2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity")

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

■ Individual/Sole Proprietor ☐ Corporation

☐ Limited Liability Company ☐ Limited Partnership ☐ Nonprofit Corporation

☐ Other (insert):

In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s):

Morning Starr Petronella

3. For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The Contractor's Fee shall be provided below:

	Hourly	Class	Session	Other
Class Title				
Intro to Photography			$360	
Photo Composition		$165		
Intro to iPhone Photography		$200		

During the Contract Term, as defined below, the City may, subject to the Department Director's, or his/her designee's approval, request to add or remove programs/classes/camps to the contract. Additionally, City may adjust programs/classes/camp rates, subject to the Department Director's, or his/her designee's approval. Any such changes to programs/classes/camps must be submitted in writing to either Party least thirty (30) days in advance. Upon the Department and Contractor's approval, the City and Contractor shall execute an Amendment to be incorporated as part of the original contract.

4. Family discounts given to participants, if any, will be approved and absorbed by the City.
5. Contractor's Fee (defined as compensation to be paid to Contractor, in accordance with Paragraph Three herein) will be calculated by the City the week following class completion; disbursements to Contractor within fourteen (14) business days post-class. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Contractor's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

"End of each session" is defined as the first Saturday following the last class of the session. City submits check requests to the Finance Department at the end of each session. Allow up to fourteen (14) business days for processing. Current vendor

information as required by the City's Finance Department must be on file with the Finance Department in order to ensure prompt payment.

6. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

7. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor in writing, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

8. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g., hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair, or replacement of existing equipment, etc.). Supplies that Contractor will purchase and provide for the program may include but are not limited to the following:

   computer for presentations, props for class demos

   (If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above).

9. The minimum and maximum number of program participants will be determined by the City.

10. Subject to Paragraph 7 above, City will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on CivicRec, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

11. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

12. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent, or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/First Aid certification and Mandated Reporter Training on file with City coordinator or supervisor. Minimum

qualifications and/or required certifications for Instructors, as determined by the City, are as follows:

N/A

13. The Contractor is responsible for the supervision, direction, and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.
14. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.
15. The Contractor is responsible for sub-contractors' completion of Exhibit "B" Liability Waiver and Release Form, and submission of completed forms to City coordinator or program supervisor.
16. Contractor, and its employees, agents, and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    - Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.
    - Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

  (i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

  (ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

  (iii) Contractor, including its employees, agents, and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

- Best Interests of City. Neither Contractor nor any of its officers, employees, agents, or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

- Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise

recover the full amount of such fee, commission, percentage, gift, or consideration.

- Confidentiality. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

  (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information; and

  (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

  (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

17. Contractor will incur all additional instructor costs and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

18. Contractor is responsible for set up and removal of all supplies (i.e., tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is

expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

19. Contractor is responsible for the proper disposal of all trash that it may leave, or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.
20. City does not guarantee storage for Contractor's supplies. Subject to the City's written approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.
21. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.
22. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners, and advertisements for programs, even if paid for solely by the Contractor. Contractor is prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.
23. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.
24. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Milton Parks & Recreation staff, in conjunction with City of Milton Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Milton area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be notified by both the City and the Contractor via email, text, and/or phone call. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.
25. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

26. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.
27. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.
28. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.
29. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable):
    N/A _____
    _____

30. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or subcontractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

    > "'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

31. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.
32. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.
33. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

34. Contractor, its officers, employees, agents, and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.
35. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.
36. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.
37. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties. Should the Contract Term exceed one (1) fiscal year, the Parties agree that this contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without any further obligation on the part of the City on September 30th of each fiscal year of the term, and further, that this contract shall automatically renew on October 1st of each subsequent fiscal year absent City's provision of written notice of non-renewal to Contractor at least sixty (60) days prior to the end of the then current fiscal year. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.
38. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor

pates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

(ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

(ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13- 10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-contractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13- 10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

39. Contractor shall have and maintain in full force and effect for the duration of this contract, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of Contractor's services, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

39.1 Contractor shall maintain a commercial general liability coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence and $2,000,000 (two million dollars) aggregate for comprehensive coverage i including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom

39.2 Contractors driving a City-owned vehicle (including but not limited to, a motor vehicle or golf car), will be required to maintain the following auto insurance coverage at the Contractor's own expense. Contractor will be required to have coverage for bodily injury and property damage with the combined single limits of $1,000,000 (one million dollars) each occurrence.

39.3 City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively as "Insured Parties") shall be named as additional insureds on all applicable insurance policies. The coverage shall have no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

39.4 Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this contract prior to the performance of any services.

39.5 Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the services performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its services. All coverage for subcontractors shall be subject to all of the requirements stated in this contract, including, but not limited to, naming the Insured Parties as additional insureds.

40. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Milton. In consideration of the City of Milton providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Milton, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

Contractor hereby gives the City of Milton permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "B" prior to their performance of any instructor services pursuant to this Contract.

(remainder of page intentionally left blank)

(signatures to follow)

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

Morning

By: Morning Starr Petronella
Print Name/Title:

DATE: 5-15-25

CITY OF MILTON, GEORGIA

By:
Peyton Jamison, Mayor

DATE:

APPROVED AS TO FORM:

Signed by:
By: Jennifer McCall 6/16/2025
8433E81E7AF148A...
City Attorney

(remainder of page intentionally left blank)
(contractor information to follow)

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

CONTRACTOR INFORMATION:

Legal Business or Contractor Name:

(NOTE: Must Match Filed Name with Georgia Secretary of State if Business and **NOT** Sole Proprietor.)

Name Morning Starr Petronella

Contractor Address:

Street 3140 Caldwell Rd, NE

City, State, Zip Brookhaven, GA 30319

Contact Information:

Primary Phone: 4046426156

Secondary Phone:

Email: starr@starrpetronella.com

(remainder of page intentionally left blank)

(attachments and exhibits to follow)

EXHIBIT A
CITY OF MILTON PARKS AND RECREATION
INSTRUCTOR SERVICES

Thank you for your interest in offering a new recreational opportunity to our community! Please complete this Program Proposal Form and submit it to Recreation staff for evaluation and review. This form does not constitute a contract or qualify for application for employment. parksandrec@miltonga.gov

Instructor Name: Starr Petronella

Email: Address: starr@starrpetronella.com

City/State: Brookhaven, GA **Zip Code:** 30319

Instructor/Business Bio:
Starr teaches photography classes and workshops building on creative composition, lighting and camera skills for teens/tweens and adults. In addition to photography classes, workshops for beginners.

Certification(s) (if applicable): Degree in Commercial Photography, BA in Sociology

Name of Program/Event: Starr Petronella Photography

Instructor in Charge (if different than above):

Is there a co-presenter? If yes, please list:

Description of Program/Event:
The core of the program is to help students new to the Photography world to help get a jump start into capturing some images they can be proud of. It allows students to gain the knowledge to use their equipment in a more intentional way.

Goals of Program/Event:

1. Help students to learn basic photography skills
2. Teach photo composition to help improve quality and skills in taking photos
3. elp individuals learn features of their phones to improve quality of photos taken in their everyday life.

Proposed Dates/Timing Frequency of Program

Start Date: Jan 13th End Date: Feb 17th

Start Time: End Time:

Days: ☐ Monday ☑ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☑ Saturday ☐ Sunday

EXHIBIT A
CITY OF MILTON PARKS AND RECREATION
INSTRUCTOR SERVICES

Location

Location:
Community Place

List any special site or set-up requirements that would need to be addressed prior to the Program/Event:
would need access to the projector screen to hook up my computer. This may require bluetooth technology or a usb cable to hook up to the system.

Participant Information

Is this program intended for a specific age group?

If yes, minimum age? 15 maximum age? 90

Minimum # of participants required? 4 Maximum # of participants? 12

Fees (Section completed by the City of Milton Staff)

Proposed Participant Fee $_____ per _____

If other, please describe: N/A

Instructor Fee $360/165/200 per Hour/Class/Session Session, Class, Class

Instruction/Needs of Participants

Note any information that would be useful to the participants. Take into consideration factors such as weather (cold, hot, wet), time of day, specific supplies, or equipment needed, and certifications.

Each student would need to bring their camera or iphone when necessary. The equipment needs to be fully charged and include a memory card if using a mirrorless or dslr camera.

Supplies and Equipment

List supplies needed (art supplies, restroom facilities, uniforms, balls, arts and crafts, food/snacks, tables, chairs, water, etc.)

1. Tables and chairs
2. Projector and usb/usb-c or bluetooth connection
3. _____
4. _____
5. _____

EXHIBIT B
LIABILITY WAIVER & RELEASE FORM FOR SUB-CONTRACTORS

As noted in the City of Milton Parks and Recreation Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "B") prior to their performance of any instructor services pursuant to this Contract. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Milton. In consideration of the City of Milton providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and subcontractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Milton, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"),including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries. Contractor hereby gives the City of Milton permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media. Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them and will verify same in writing to City officials.

INSTRUCTOR SIGNATURE:

By: Morning Starr A Petronella Date: 5-15-25

Name (Print/Type): Morning Starr A Petronella

Company Name (If Differs from Contractor): Starr Petronella Photography

Program: See Instructor Services

EXHIBIT "D"

PRIVATE EMPLOYER EXEMPTION AFFIDAVIT
O.C.G.A § 13-10-91

STATE OF GEORGIA
COUNTY OF FULTON

By executing this Affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employees zero (0) employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by O.C.G.A. § 13-10-90.

I hereby declare under penalty of perjury that the foregoing is true and correct.

[signature] [signature] 6-16-25
Signature of Exempt Private Employer — Date

Morning Starr A. Petronella
Printed Name of Exempt Private Employer

Subscribed and sworn before me on this the 16 day of June, 2025

[signature]
Notary Public

My Commission Expires: June 20, 2028

LISA FARR NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 06-20-2028

A COPY OF A VALID DRIVER'S LICENSE IS REQUIRED TO BE SUBMITTED WITH THIS FORM

THIS PART TO BE FILLED OUT BY THE CITY:

DL Info:
State: GA Exp Date: 02/24/2029

Verified by:
TMotes 6/16/25
CC Procurement Office — Date

ACORD

CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2246810

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Lockton Affinity, LLC	
Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	PHONE (A/C,NO Ext): 888-202-1626	FAX (A/C, No): 913-652-7699
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AIX Spec. Ins. Co.	12833
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Starr Petronella Photography, LLC
1560 Rucker rd
Alpharetta, GA 30009

COVERAGES **CERTIFICATE NUMBER** **REVISION NUMBER**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY 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 INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY Claims Made X Occur GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PROJEC LOC OTHER	X		PGZ-GL-20003701-08	07/01/2024	07/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PGZ-GL-20003701-08	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$Included $ $ $ $
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS- D RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured in regard to General Liability as per written contract.

CERTIFICATE HOLDER

2246810

City of Milton

2006 Herritage Walk

Milton, GA 30004,

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.

AUTHORIZED REPRESENTATIVE

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CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks and Recreation Director
Signed by: Tom McKlveen D29D4A00CDC8470...
DATE: Submitted on July 7, 2025, for the July 21, 2025, Regular City Council Meeting

AGENDA ITEM: Approval of an Instructor Contract Agreement Between the City of Milton and Ranine Badawy to Provide Recreational Teen/Adult Art Programming.

SUMMARY:

Ranine Badawy is transitioning from the program provider model to an instructor model with the City of Milton. She offers a variety of different teen/adult style art classes such as drawing, sketching and painting classes to the residents of the City of Milton. All classes and workshops will take place at the Milton City Park and Preserve, Community Place, Bethwell Community Center, and various City of Milton Parks. Approval of this agreement will continue with relationship with Ranine Badawy.

The Parks and Recreation Advisory Board unanimously recommended approval of the agreement with Ranine Badawy in the May 15, 2025, meeting.

FUNDING AND FINANCIAL IMPACT:

Ranine Badawy will serve as an independent instructor under this agreement. City staff will set the program fees to ensure profitability, considering the instructor's compensation and other program-related operational costs.

ALTERNATIVES:

If this contract is not approved, staff will continue to research and secure another provider, based on community needs.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – July 11, 2025
DocuSigned by: Bernadette Harvill ED09D88B47F7499...
Legal Review: Jennifer K. McCall, Jarrard & Davis, LLP – June 11, 2025
Concurrent Review: Steven Krokoff, City Manager
DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

City of Milton Parks & Recreation Department Instructor Contract Agreement

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

This Contract for instruction services for recreational programs is made and entered into and is effective this _____ day of _____, 20___ , (the "Effective Date") by and between, **Ranine Badawy** an **Individual/Sole Proprietor** ("Contractor") located at 195 Bay Colt Rd Alpharetta, GA 30009 and the **City of Milton**, Georgia, a municipal corporation of the State of Georgia, located at **2006 Heritage Walk, Milton, GA 30004** by and through the City of Milton Parks and Recreation Department ("City"). The City and the Contractor are sometimes referred to in this agreement collectively as the "Parties".

TERMS OF CONTRACT

The City desires to engage Contractor to perform, and Contractor agrees to render to the City, those certain instructor services for City of Milton recreational programs identified below and further described on page(s) _____ of the _____ Activity Guide and/or in the attached Exhibit "A" to this Contract (referred to herein as "Instructor Services").

Is there such an Attachment to this Contract? Yes ■ No ☐

Program Name(s):
Art With Rani

Program Date(s):
2/27/2025- 2/27/2026

Program Location(s) and Address(es):
Community Place (2006 Heritage Walk), Milton Community Center (1785 Dinsmore Rd.), and Bethwell Community Center (2595 Hopewell Rd.)

In consideration of the foregoing and the mutual promises and terms and conditions contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Contractor is an independent contractor and not an employee, agent, joint venture, or partner of the City. Contractor shall have no authority to contract for or bind City in any manner. Contractor shall have and maintain the responsibility for and control of the rendition of the instructor services, the discipline of its employees, and other matters incident to the performance of the instructor services (services, duties and responsibilities as described and contemplated herein). Notwithstanding any other provision(s) of this Contract to the contrary, neither Contractor, nor any of its employees, agents, or subcontractors, shall be considered an "employee" of the City during the performance of this Contract (the term "employee" shall have the same meaning as provided in IRS Publication No. 15 (2014) (Circular E).
2. If the estimated annual payment from the City to the Contractor is $5,001 or more, Contractor is required to be a legal entity (i.e., a corporation, limited liability company, limited partnership, or other lawfully recognized business entity or a nonprofit corporation) formed under the laws of this state or another jurisdiction and currently authorized to transact business in the State of Georgia (a "legal entity")

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

Contractor hereby represents and warrants that Contractor is a/an (Check Applicable Box):

■ Individual/Sole Proprietor ☐ Corporation

☐ Limited Liability Company ☐ Limited Partnership ☐ Nonprofit Corporation

☐ Other (insert):

In performance of the instructor services, Contractor hereby identifies the following individual as the primary instructor for the program(s):

Ranine Badawy

3. For performance of the instructor services provided hereunder, City agrees to pay Contractor a negotiated rate for services rendered. The Contractor's Fee shall be provided below:

	Hourly	Class	Session	Other
Class Title				
Realistic Drawing and Shading Techniques	$100 per hour	All classes with that title	All sessions	Age group 10-16
Adult Drawing Classes	$100 per hour	All classes with that title	All sessions	Age group 17 and up

During the Contract Term, as defined below, the City may, subject to the Department Director's, or his/her designee's approval, request to add or remove programs/classes/camps to the contract. Additionally, City may adjust programs/classes/camp rates, subject to the Department Director's, or his/her designee's approval. Any such changes to programs/classes/camps must be submitted in writing to either Party least thirty (30) days in advance. Upon the Department and Contractor's approval, the City and Contractor shall execute an Amendment to be incorporated as part of the original contract.

4. Family discounts given to participants, if any, will be approved and absorbed by the City.
5. Contractor's Fee (defined as compensation to be paid to Contractor, in accordance with Paragraph Three herein) will be calculated by the City the week following class completion; disbursements to Contractor within fourteen (14) business days post-class. If any registration fees are paid after the initial calculation (e.g., drop-in payments or prorated fees), Contractor's Fee will be re-calculated at the end of the session and the payment schedule will be adjusted accordingly.

   "End of each session" is defined as the first Saturday following the last class of the session. City submits check requests to the Finance Department at the end of each session. Allow up to fourteen (14) business days for processing. Current vendor

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

information as required by the City's Finance Department must be on file with the Finance Department in order to ensure prompt payment.

6. Pre-registration, registration and registration fee collection will be performed ONLY by the City.

7. Supply/material fee, if applicable, will be mutually agreed upon by the City and Contractor in writing, and will be collected by the Contractor. Supply/material fees shall be used to purchase materials and equipment for registered participants to use during the session in which the supply/material fees are paid. Contractor is responsible for maintaining receipts of purchases for these programs and shall provide the receipts to the City for review upon request. Contractor must refund any unused supply fees to the participants no later than the last day of the session.

8. Contractor is responsible for purchasing and providing all necessary supplies for the program (e.g., participant shirts, art supplies, name tags, awards, certificates, sports equipment, etc.). The City is responsible for the purchase of any items that provide safety or permanently become part of the facility (e.g., hoop/net/wall padding replacement in gyms, field soccer goals, gymnastics apparatus and mats, repair, or replacement of existing equipment, etc.). Supplies that Contractor will purchase and provide for the program may include but are not limited to the following:

Participants can bring their supplies: Pencil, colored pencils, drawing papers, eraser, sharpener and a blending stick or a Q-tip

(If additional space is needed, please attach additional information regarding such supplies as an Attachment hereto and reference such Attachment above).

9. The minimum and maximum number of program participants will be determined by the City.

10. Subject to Paragraph 7 above, City will decide whether or not to conduct the program if less than the minimum number of participants enrolls for the program. The City will provide the program roster information to Contractor, or can be viewed by Contractor on CivicRec, approximately one week prior to the first day of class. A decision to cancel or conduct the program with less enrolled participants than the minimum number established above must be made at such time by the Contractor and communicated to City coordinator or supervisor.

11. This Contract may be terminated by the City due to lack of adequate registration. Additionally, the City may cancel any program (determined per class) due to lack of adequate registration. Participants will be refunded their registration fees or prorated amounts thereof in accordance with the City's policies. Further, Contractor's Fee will be adjusted due to any refunds paid or due to participants.

12. Contractor is responsible for staffing adequate and qualified instructors for the safe implementation of the program. Any instructor, assistant instructor or substitute instructor performing instructor services under this Contract, whether an employee, agent, or subcontractor of Contractor (hereinafter referred to as an "Instructor") must be at least 16 years of age. Any Instructor under the age of 18 must be supervised by Contractor or an authorized representative of Contractor who is over the age of 18. Contractor must have valid CPR/AED/First Aid certification and Mandated Reporter Training on file with City coordinator or supervisor. Minimum

qualifications and/or required certifications for Instructors, as determined by the City, are as follows:

N/A

13. The Contractor is responsible for the supervision, direction, and control of any and all Instructors, including handling complaints pertaining to Instructors and disciplining Instructors. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, and other similar administrative procedures applicable to services rendered under this Contract shall be the obligation of Contractor and not the City.
14. All Instructors and sub-contractors are required to complete and submit a Criminal History Request Consent Form to the City, successfully complete the City's criminal background check, and be approved by the City prior to instructing any class. Background checks are typically conducted on an annual basis (usually prior to the start of the fall/winter session). Subsequent background checks may be required at the determination of the City.
15. The Contractor is responsible for sub-contractors' completion of Exhibit "B" Liability Waiver and Release Form, and submission of completed forms to City coordinator or program supervisor.
16. Contractor, and its employees, agents, and subcontractors (including paid or volunteer/unpaid Instructors) shall comply with the following:

    - Compliance with All Laws. The Contractor shall, in the performance of instructor services hereunder, fully comply with all applicable federal, state, and City laws, rules, ordinances, and regulations, including, but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision.
    - Equal Employment Opportunity; Non-Discrimination. The Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract. In performing the services required under this Contract, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or disability and shall further ensure that Contractor's agents and/or subcontractors comply with same. Contractor, its agents and subcontractors shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any employee, applicant or person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot lawfully be used as a basis for the provision or denial of employment or service delivery.

- Drug-Free Workplace. Contractor shall maintain a Drug Free Workplace pursuant to the federal Drug Free Workplace Act, as amended from time to time, and shall further ensure that its agents and subcontractors maintain a Drug Free Workplace pursuant to other applicable state laws and regulations. By execution of this Agreement, Contractor certifies that:

  (i) a drug-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

  (ii) each subcontractor hired by Contractor shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and

  (iii) Contractor, including its employees, agents, and subcontractors, will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Agreement.

- Best Interests of City. Neither Contractor nor any of its officers, employees, agents, or subcontractors shall have or hold any employment or contractual relationship that is antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Contract.

- Conflict of Interest. The Contractor represents that it has not, within two (2) years preceding the execution of this Contract, made or agreed to make any valuable gift whether in the form of service, loan, thing, or promise to any person (including any member of such person's immediate family), having the duty to recommend, the right to vote upon, or any other direct influence on the selection of the Contractor to provide products and services to the City. This provision shall not apply to legal campaign contributions, provided that such contributions have been disclosed in Contractor's response to the City's RFB. Neither Contractor nor any of its directors, officers, employees, agents, or representatives shall obtain any kickbacks or benefits for itself, themselves, or other clients as a result of any City purchases or transactions. Contractor shall not collude with other City contract providers regarding City business or matters. Contractor shall not enter into any business relationships with other City contract providers regarding City business or matters, without the approval of the City Manager, which approval may be withheld at the City Manager's sole discretion. Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, Contractor, individual or firm, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract. Provided however, this provision does not encompass Contractor's ability to have hired or engaged consultants to assist in preparation of the proposal and delivery of the services hereunder. For the breach or violation of this provision, the City shall have the right to terminate the Contract without liability at its discretion, to deduct from the contract price, or otherwise

recover the full amount of such fee, commission, percentage, gift, or consideration.

- Confidentiality. The Contractor's employees, agents and subcontractors may have access to confidential data or information maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated, unless otherwise required by law, without the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created, or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City. Contractor shall provide adequate supervision and training to its agents, employees, and subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

  (i) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information; and

  (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats; and

  (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract.

17. Contractor will incur all additional instructor costs and is responsible for working out payment agreements with its Instructors. Contractor assumes all financial responsibility for the program in accordance with local, state, and federal laws. The City is not financially responsible to pay additional Instructors.

18. Contractor is responsible for set up and removal of all supplies (i.e., tables, chairs, etc.). Contractor is expected to allow ample time for set up and clean up and arrive at the location prepared to instruct the program, at least 15 minutes prior to the start of class. All classes must begin at the scheduled, advertised time. Contractor is

expected to assist in maintenance of the facility when class activities are responsible for extra maintenance (e.g., wipe tables, counters, sinks, and windows; sweep floors if mess made during class; etc.). General routine maintenance of facility is performed by the City.

19. Contractor is responsible for the proper disposal of all trash that it may leave, or which may be left by program participants. For birthday parties, Contractor is responsible for all clean-up, including trash taken to the facility dumpster. Kitchens, if used, must be left in the condition in which they were found.
20. City does not guarantee storage for Contractor's supplies. Subject to the City's written approval, which may be withheld at the City's sole discretion, Contractor may store items at the City facility; however, the City is not responsible for items lost, stolen, or damaged while being stored on City property.
21. Contractor is responsible for any damages to City property caused by Contractor and/or participants due to negligent supervision of class participants or inadequate Instructor/Student ratios.
22. Contractor is responsible to assist the City in preparing publicity for the program. Any and all printed materials prepared (through City generated templates) by the Contractor intended for distribution to program participants or the general public must be approved by the City prior to distribution. This includes but is not limited to flyers, brochures, banners, and advertisements for programs, even if paid for solely by the Contractor. Contractor is prohibited from promoting programs not affiliated with the City while on City property. Contractor may not use City logo without written permission from City.
23. Contractor must immediately notify the City in the event of a cancellation of a class due to illness, accident, etc. Contractor is responsible for notifying participants of class cancellation when Contractor cancels the class for any reason. Contractor must have a substitute instructor in the event the Contractor cannot fulfill instruction duties. Contractor is responsible for securing and paying any substitute instructors in the event of absence of the scheduled Instructor.
24. When Fulton County Schools close or release students early due to a severe weather event or threat of a severe weather event, Milton Parks & Recreation staff, in conjunction with City of Milton Department of Public Safety officials, will evaluate the forecasted impact of the weather event in the Milton area to determine whether or not to cancel recreation programs. Programs will be canceled if it is in the best interest of program participants, instructors, volunteers, and staff to do so. Program cancelations will be notified by both the City and the Contractor via email, text, and/or phone call. Makeup class dates/times (if applicable) for weather-related program cancelations will be announced at the next scheduled class meeting.
25. Canceled classes shall be rescheduled by the Contractor at no additional cost to participants, subject to facility availability as determined by the City. Contractor shall notify participants of rescheduled class dates/times at the next scheduled class meeting, via phone, or via email, whichever is most convenient.

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

26. If a class cannot be rescheduled, and Contractor has already received payment for the class, the Contractor shall be responsible to refund any and all participants a pro-rated portion of the program fee. Contractor is not responsible for make-ups or to refund participants in the event of a severe weather event or City-wide shut down.
27. Contractor is expected to maintain attendance records and immediately report student absences to the City. Contractor shall provide class attendance records to the City upon request. Contractor is responsible to assist City staff in contacting "no-shows" to determine status of participation in any given program.
28. Contractor shall not leave any class unsupervised without first notifying City staff and ensuring appropriate supervision is present. Contractor is expected to remain at the facility until all minor students have safely left the facility. Minor students are not allowed to wait outside any City facility without prior written consent from parents.
29. The following are agreed-upon contract terms not listed elsewhere in this contract (if applicable):

    Participants can bring their supplies:

    Pencil, colored pencils, drawing papers, eraser, sharpener and a blending stick or a Q-tip

30. Contractor, including its Instructors, are required by law to report any suspicion of child abuse to the proper authorities. Failure to do so may result in criminal charges. Contractor, including its Instructors, must complete training as provided by the City. Contractor must verify in writing that all of its employees, agents or subcontractors providing services hereunder have been informed of the law and understand their role as the law pertains to it. Contractor acknowledges and agrees that it understands and shall conform with the requirements of O.C.G.A. § 19-7-5, which provides that persons who work with children are required by law to report suspected child abuse. The mandatory reporting requirements of O.C.G.A. § 19-7-5 apply to "child service organization personnel," which the law defines as follows:

    > "'Child service organization personnel' means persons employed by or volunteering at a business or an organization, whether public, private, for profit, not for profit, or voluntary, that provides care, treatment, education, training, supervision, coaching, counseling, recreational programs, or shelter to children."

31. Contractor is required to adhere to the City's Three Person Rule for programs with minor participants, a copy of which has been provided to Contractor.
32. Contractor is required to adhere to the City's Participant Conduct and Discipline Policy and Procedures, a copy of which has been provided to Contractor.
33. Contractor is responsible to immediately notify City staff of any accident or incident that occurs during a program. City staff will complete accident/incident form with assistance and/or input from Contractor as deemed appropriate.

34. Contractor, its officers, employees, agents, and subcontractors, including any and all Instructors, shall have no authority over or involvement in the finances of the program booster club (if applicable). Program booster clubs may exist and function only with the written approval of the City.

35. This Contract may be immediately terminated by the City without prior notice if the Contractor fails to satisfactorily meet any of the terms of the contract.

36. This Contract may be immediately terminated by the City without prior notice if the Contractor engages in activities and/or conduct unbecoming to the City.

37. This Contract may be terminated by either party without cause provided that sixty (60) days written notice is given. The City has the option to renew this Contract if both parties agree to the terms of such renewal, or if both parties can negotiate new terms that are acceptable to both parties. Should the Contract Term exceed one (1) fiscal year, the Parties agree that this contract, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without any further obligation on the part of the City on September 30th of each fiscal year of the term, and further, that this contract shall automatically renew on October 1st of each subsequent fiscal year absent City's provision of written notice of non-renewal to Contractor at least sixty (60) days prior to the end of the then current fiscal year. As applicable, title to any supplies, materials, equipment, or other personal property shall remain in Contractor until fully paid for by the City.

38. Compliance with Illegal Immigration Reform and Enforcement Act:

    E-Verify Program: The City is committed to compliance with Federal and State laws requiring the verification of newly hired employees to ensure they are lawfully entitled to work in the United States. As such, the City shall not enter into a contract for the physical performance of services unless the Contractor registers and participates in a federal work authorization program (E-Verify). The E-Verify affidavit or the secure identifiable document submitted by the Contractor will become part of the Contract Documents.

    a. Requirement to Participate in a Federal Work Authorization Program (E-Verify):

        (i) Pursuant to O.C.G.A. § 13-10-91, Contractor represents, warrants, acknowledges, and/or agrees that:

        The Contractor has registered and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Subcontractors shall not enter into any contract with the Contractor for the physical performance of services within the State of Georgia unless such subcontractor registers and participates in a federal work authorization program to verify the employment eligibility of all newly hired employees; and

        Sub-subcontractors shall not enter into any contract with a subcontractor or sub subcontractor for the physical performance of services within the State of Georgia unless such sub-subcontractor

pates in a federal work authorization program to verify the employment eligibility of all newly hired employees.

(ii) As of the date of enactment of O.C.G.A. § 13-10-91, the applicable federal work authorization program is "E-Verify" (https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES) operated by the United States Citizenship and Immigration Services Bureau of the United States Department of Homeland Security. Information and instructions regarding E-Verify program registration, corporate administrator registration, and designated agent registration can be found at that website address.

b. Contractor, Subcontractor, and Sub-subcontractor Evidence of Compliance:

(i) Contractor providing the physical performance of services under this contract shall comply with the requirements of O.C.G.A. § 13-10-91.

(ii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor in connection with the covered contract, the Contractor shall secure from such subcontractor attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 by the subcontractor's execution of the subcontractor affidavit, the form of which is attached hereto as Exhibit "C," and will maintain a record of such attestation for inspection by the City at any time. Such subcontractor affidavit shall become a part of the Contractor/subcontractor agreement. Further, it shall be the duty of the Contractor to submit copies of all affidavits, drivers' licenses, and/or identification cards required pursuant to this Section, as applicable, to the City within five (5) business days of receipt.

(iii) Pursuant to O.C.G.A. § 13-10-91, in the event the Contractor employs or contracts with a subcontractor that employs or contracts with any sub-subcontractor, the subcontractor will secure from such sub-subcontractor attestation of the sub-subcontractor's compliance with O.C.G.A. § 13- 10-91 by the sub-subcontractor's execution of the sub-subcontractor affidavit and maintain records of such attestation for inspection by the City at any time. Such sub-subcontractor affidavit shall become a part of the subcontractor/sub-subcontractor agreement. Any subcontractor receiving an affidavit from a sub-subcontractor shall forward notice to the Contractor of the receipt, within five (5) business days of receipt of such affidavit. Further, it shall be the duty of any sub-subcontractor to forward notice of receipt of any affidavit from a sub-subcontractor to the subcontractor or sub-subcontractor with whom such receiving sub-subcontractor has privity of contract. Any subcontractor receiving notice of receipt of an affidavit from any sub-contractor that has contracted with a sub-subcontractor shall also forward, within five (5) business days of receipt, a copy of such notice to the Contractor.

(iv) In lieu of the affidavit required by this Section, if Contractor, or any subcontractor or sub-subcontractor, as applicable, has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of the Contract (or the subcontractor's or sub-subcontractor's portion of work utilized to perform part of the Contract with the City), such party shall instead provide a copy of his or her state issued driver's license or state issued identification card.

c. Contractor shall comply with any and all other applicable requirements and provisions of O.C.G.A. § 13- 10-91 and other applicable rules and regulations promulgated in relation thereto.

d. All portions of contracts pertaining to compliance with O.C.G.A. § 13-10-91 and these rules, and any affidavit related hereto, shall be open for public inspection in this State at reasonable times during normal business hours.

39. Contractor shall have and maintain in full force and effect for the duration of this contract, insurance insuring against claims for injuries to persons or damages to property which may arise from or in connection with the performance of Contractor's services, its agents, representatives, employees, or subcontractors. All policies shall be subject to approval by City as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager.

39.1 Contractor shall maintain a commercial general liability coverage of at least $1,000,000 (one million dollars) combined single limit per occurrence and $2,000,000 (two million dollars) aggregate for comprehensive coverage i including for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom

39.2 Contractors driving a City-owned vehicle (including but not limited to, a motor vehicle or golf car), will be required to maintain the following auto insurance coverage at the Contractor's own expense. Contractor will be required to have coverage for bodily injury and property damage with the combined single limits of $1,000,000 (one million dollars) each occurrence.

39.3 City and City's elected and appointed officials, officers, boards, commissioners, employees, representatives, consultants, servants, agents and volunteers (individually "Insured Party" and collectively as "Insured Parties") shall be named as additional insureds on all applicable insurance policies. The coverage shall have no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require the Contractor to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence.

39.4 Contractor shall furnish to City for City approval certificates of insurance and endorsements to the policies evidencing all coverage required by this contract prior to the performance of any services.

39.5 Contractor shall either (1) ensure that its insurance policies (as described herein) cover all subcontractors and the services performed by such subcontractors or (2) ensure that any subcontractor secures separate policies covering that subcontractor and its services. All coverage for subcontractors shall be subject to all of the requirements stated in this contract, including, but not limited to, naming the Insured Parties as additional insureds.

40. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Milton. In consideration of the City of Milton providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and sub-contractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Milton, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"), including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries.

Contractor hereby gives the City of Milton permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media.

Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them and will verify same in writing to City officials. Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Liability Waiver and Release Form attached hereto as Exhibit "B" prior to their performance of any instructor services pursuant to this Contract.

(remainder of page intentionally left blank)

(signatures to follow)

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

IN WITNESS WHEREOF, the parties hereto have caused their respective agents to execute this instrument on their behalf, at the times set forth below.

CONTRACTOR SIGNATURE:

CITY OF MILTON, GEORGIA

By: Ranine Badawy
Print Name/Title:

By:
Peyton Jamison, Mayor

DATE: 6/10/2025

DATE:

APPROVED AS TO FORM:

By: Signed by: Jennifer McCall 8433E81F7AF148A... 6/11/2025
City Attorney

(remainder of page intentionally left blank)
(contractor information to follow)

CITY OF MILTON PARKS & RECREATION DEPARTMENT
RECREATION INSTRUCTOR CONTRACT

CONTRACTOR INFORMATION:

Legal Business or Contractor Name:

(NOTE: Must Match Filed Name with Georgia Secretary of State if Business and **NOT** Sole Proprietor.)

Name Ranine Badawy

Contractor Address:

Street [redacted]

City, State, Zip Alpharetta, GA 30009

Contact Information:

Primary Phone: [redacted]

Secondary Phone:

Email: [redacted]

(remainder of page intentionally left blank)

(attachments and exhibits to follow)

EXHIBIT A
CITY OF MILTON PARKS AND RECREATION
INSTRUCTOR SERVICES

Thank you for your interest in offering a new recreational opportunity to our community! Please complete this Program Proposal Form and submit it to Recreation staff for evaluation and review. This form does not constitute a contract or qualify for application for employment. parksandrec@miltonga.gov

Instructor Name: Ranine Badawy [redacted]

[redacted]

City/State: Alpharetta, GA **Zip Code:** 30009

Instructor/Business Bio:
Artist with a BFA degree from the college of Fine Arts. I am experienced in teaching all mediums.
I have been teaching Art for all ages at private Art schools in the pasts.
Now I am currently teaching Art online since 2020.

Certification(s) (if applicable): BFA (Bachelor Degree in Fine Arts)

Name of Program/Event: Art with Rani/ Realistic Drawing an ShadingTechniques

Instructor in Charge (if different than above):

Is there a co-presenter? If yes, please list:

Description of Program/Event:
How to draw a realistic drawing step by step from star to finish. Participants will complete at least one drawing per class. At the end of the session they will have some amazing drawings to be proud of.

Goals of Program/Event:
1. Learning different shading and drawing techniques
2. Anyone can draw if you learn the principles
3. Expressing yourself through drawing while learning patience

Proposed Dates/Timing Frequency of Program

Start Date: 2/27/2025 End Date: 2/27/2026

Start Time: Negotiable End Time: Negotiable

Days: ☑ Monday ☑ Tuesday ☑ Wednesday ☑ Thursday ☑ Friday ☐ Saturday ☐ Sunday

EXHIBIT A
CITY OF MILTON PARKS AND RECREATION
INSTRUCTOR SERVICES

Location

Location:
Any location/ All

List any special site or set-up requirements that would need to be addressed prior to the Program/Event:
No requirements.
If you'd like to take a look at some of my drawings on Instagram: @raniwadie

Participant Information

Is this program intended for a specific age group?

If yes, minimum age? 10 maximum age? 90

Minimum # of participants required? 1 Maximum # of participants? 7

Fees (Section completed by the City of Milton Staff)

Proposed Participant Fee $85 per session

If other, please describe: N/A

Instructor Fee $100 per Hour/Class/Session Per Hour

Instruction/Needs of Participants

Note any information that would be useful to the participants. Take into consideration factors such as weather (cold, hot, wet), time of day, specific supplies, or equipment needed, and certifications.

Instructor can take into consideration any requests for other suggested class timing that fits the participant's schedule as long as it's in advance.

Supplies and Equipment

List supplies needed (art supplies, restroom facilities, uniforms, balls, arts and crafts, food/snacks, tables, chairs, water, etc.)

1. Drawing papers
2. Pencils, eraser, sharpener
3. Colored pencils
4. Blending stick or a Q-Tip
5.

EXHIBIT B
LIABILITY WAIVER & RELEASE FORM FOR SUB-CONTRACTORS

As noted in the City of Milton Parks and Recreation Department Instructor Contract, the Contractor shall be required to have any and all individuals performing instructor services on its behalf to execute the Waiver of Liability and Indemnification Form (Exhibit "B") prior to their performance of any instructor services pursuant to this Contract. **WAIVER OF LIABILITY AND INDEMNIFICATION.**

Contractor hereby assumes all responsibility for, and risks and hazards of or related to, its involvement in the activities that it is scheduled to instruct for the City of Milton. In consideration of the City of Milton providing permission to use City facilities and resources to conduct Contractor's program(s), Contractor, and all officers, employees, agents, and subcontractors of Contractor who may perform work for Contractor under the terms of this contract, do hereby agree to indemnify and hold harmless the City of Milton, including all of its officials, officers, employees, agents, sponsors, organizers, supervisors, volunteers, and participants, of any and all claims, demands, liabilities, losses, expenses (including expenses of litigation and attorney's fees), and causes of action of whatever kind and nature ("Claims"),including, but not limited to, Claims for injury to person or property, arising out of or related to Contractor's performance of the services and activities provided hereunder; provided, however, that this indemnification obligation shall not apply to any Claims arising from the sole negligence of the City. Nothing in this Section or this Contract shall be deemed to constitute a waiver of the City's sovereign immunity, create rights in any third party, or create any third-party beneficiaries. Contractor hereby gives the City of Milton permission to take photographs of Contractor or photographs in which Contractor may be involved with others without compensation to Contractor. These photographs may be used by the City for promotional and information purposed in print, on the City website and in other media. Contractor hereby acknowledges that it has been made aware of Georgia's Child Abuse Reporting Law (O.C.G.A. § 19-7-5), that it will complete training as provided by the City, and that it will adhere to the requirements of the law. Contractor understands that it is its responsibility to inform its sub-contractors of the law and their role as it pertains to them and will verify same in writing to City officials.

INSTRUCTOR SIGNATURE:

By: _____ Date: 6/10/2025

Name (Print/Type): Ranine Badawy

Company Name (If Differs from Contractor): _____

Program: See Instructor Services

EXHIBIT "D"

PRIVATE EMPLOYER EXEMPTION AFFIDAVIT
O.C.G.A § 13-10-91

STATE OF GEORGIA
COUNTY OF FULTON

By executing this Affidavit, the undersigned private employer verifies that it is exempt from compliance with O.C.G.A. § 36-60-6, stating affirmatively that the individual, firm or corporation employees zero (0) employees and therefore, is not required to register with and/or utilize the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established by O.C.G.A. § 13-10-90.

I hereby declare under penalty of perjury that the foregoing is true and correct.

_____ 6/10/2025
Signature of Exempt Private Employer — Date

Ranine Badawy
Printed Name of Exempt Private Employer

Subscribed and sworn before me on this the 10 day of June, 2025

_____
Notary Public

My Commission Expires: June 20, 2028

LISA FARR NOTARY PUBLIC FULTON COUNTY, GEORGIA My Commission Expires 06-20-2028 [NOTARY SEAL]

A COPY OF A VALID DRIVER'S LICENSE IS REQUIRED TO BE SUBMITTED WITH THIS FORM

THIS PART TO BE FILLED OUT BY THE CITY:

DL Info:
State: GA Exp Date: 11/22/2031

Verified by:
_____ 6/11/25
CC Procurement Office — Date

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on July 7, 2025, for the July 21, 2025, Regular City Council Meeting

DocuSigned by: 4D62B6BB0E9A487...

AGENDA ITEM: Approval of an Easement Agreement for Ingress and Egress between the City of Milton and Thomas G. Statham, Thomas B. Statham, and Ben G. Statham at 12615 Broadwell Road

SUMMARY: In 2005, while Fulton County owned the Crabapple Community Center, now known as Broadwell Pavilion, the County initiated a condemnation action against the Statham property (Fulton County Superior Court File No. 2005CV110507). This case concluded with the filing of a Consent Final Order and Judgment on July 5, 2007.

During the course of this action, the City of Milton was incorporated and became a necessary party to the negotiation and resolution of the condemnation. As part of the Consent Order, the Statham property was granted a license for parking in an area approximately 17 by 57 feet on the Crabapple Community House property and adjacent to the Statham's Broadwell Building. This license was granted for a period of no less than 25 years ending July 5, 2032. Access to this parking area from a public road was not formalized through the settlement agreement.

To support the intent and function of the agreement, it is in the best interest of both the City and the property owner to now formalize ingress and egress access to the parking area from Broadwell Road. The term of the proposed ingress and egress easement will match the 25-year term of the original parking license expiring on July 5, 2032.

FUNDING AND FINANCIAL IMPACT:
There is no financial impact to the City.

ALTERNATIVES:
If this agreement is not approved access will not be defined.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

DocuSigned by: Bernadette Harvill ED09D88B47F7499...

Financial Review: Bernadette Harvill, Deputy City Manager –
Legal Review: Jeff Strickland, Jarrard & Davis, LLP – July 1, 2025
Concurrent Review: Steven Krokoff, City Manager –

DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):
Easement Agreement

After Recording, Return To:
Jeff M. Strickland
Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

Re: Tax Parcel ID No. 22 416111340263

STATE OF GEORGIA
COUNTY OF FULTON

EASEMENT AGREEMENT FOR INGRESS AND EGRESS

THIS EASEMENT AGREEMENT FOR INGRESS AND EGRESS (hereinafter referred to as this "Agreement") is made this _____ day of _____, 2025, by and between the **CITY OF MILTON, GEORGIA** (hereinafter referred to as the "Grantor"), and **THOMAS G. STATHAM, THOMAS B. STATHAM and BEN G. STATHAM** (hereinafter collectively referred to as the "Grantee").

WITNESSETH:

WHEREAS, Grantor is the owner of certain property in Fulton County, Georgia, described as "N/F City of Milton" on that certain "Proposed Ingress Egress Easement from the City of Milton" exhibit, a copy of which is attached hereto marked **Exhibit "B"** and incorporated herein by reference (hereinafter referred to as the "Grantor Property"); and

WHEREAS, the Grantor Property is currently assigned Fulton County tax parcel number ("TPN") 22 416111340263; and

WHEREAS, Grantee owns certain property (the "Grantee Property") abutting the Grantor Property and shown as "N/F Pearl G. Statham" on **Exhibit "B"**; and

WHEREAS, the Grantee Property is currently assigned TPN 22 416111340255; and

WHEREAS, the Grantor Property was previously owned by Fulton County, Georgia; and

WHEREAS, in 2005, when Fulton County owned the Grantor Property, Fulton County, as Condemnor, initiated a condemnation action against the Grantee Property (Fulton County Superior Court File No. 2005 CV 110507) which concluded upon the filing of a "Consent Final Order and Judgment" filed on July 5, 2007 (the "Consent Order"); and

WHEREAS, between the time the condemnation action was initiated in 2005 and the filing of the Consent Order, the City of Milton was incorporated and became a necessary party to the negotiation of the resolution of the condemnation action; and

WHEREAS, pursuant to the Consent Order, in addition to other terms, Milton granted to Condemnees (i.e., Grantees' predecessors-in-interest) a "license for parking in an area approximately 17 by 57 feet that is adjacent to Condemnees' Building on the Crabapple Community House property (i.e., the Grantor Property) for a period of no less than 25 years"; and

WHEREAS, the parking area license granted from the City to Grantee's predecessors-in-interest will expire no sooner than July 5, 2032; and

WHEREAS, Grantee desires to formalize its access rights over the Grantor Property for ingress and egress between Broadwell Road (60' R/W) and the above-referenced licensed parking area; and

WHEREAS, Grantor has agreed, upon the terms and conditions hereinafter set forth, to grant said easement, constituting 2,157.92 square feet (0.0495 acres), more or less, to Grantee over and upon a specified portion of the Grantor Property as such easement area is more particularly described at **Exhibit "A"** and as depicted on **Exhibit "B"** (hereinafter referred to as the "Easement Property"); and

WHEREAS, the easement is hereby intended to provide Grantee, its successors and assigns, access to the licensed parking area over the Easement Property from Broadwell Road.

FOR AND IN CONSIDERATION OF the above premises and the sum of TEN AND NO/100 DOLLARS ($10.00) in hand paid by Grantee to Grantor and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee do hereby agree as follows:

1. Grant of Easement. Subject to the terms and conditions provided herein, Grantor does hereby grant to Grantee a non-exclusive easement of access, ingress, egress, passage and use over the Easement Property subject to the conditions enumerated herein.

2. Conditions and Obligations with Respect to the Easement. The easement granted herein and Grantee's use thereof are subject to the following terms and conditions:

(a) Grantee covenants and agrees to abide by all applicable City of Milton Ordinances.

(i) In performing any repair and/or maintenance activities permitted hereunder, each party shall minimize any damage to the Easement Property, and, after completing such work, shall remove all debris resulting from such work from the Easement Property and shall immediately restore the Easement Property to its condition prior to the commencement of the work.

(ii) All repair and maintenance activities conducted on the Easement Property shall be done by the applicable party in a good and workmanlike manner. Such party shall obtain all necessary permits, if any, required for said work, and any such work shall be at such party's sole cost and expense, and shall comply with all applicable statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers.

(iii) Grantee shall not permit any liens to attach to or about the Easement Property by reason of the performance of any work or the purchase of any material by any party in connection with such repair or maintenance work. In the event any such liens do attach, Grantee shall bond against or shall pay and discharge the same within ten (10) days after notification of the filing of such lien.

(b) Grantor reserves the right to use the Easement Property for any and all other purposes not inconsistent with and in a manner which shall not interfere with or obstruct the use, maintenance and repair of the Easement Property.

(c) Grantor shall have the right to modify the location of the easement, provided that such modified easement shall still provide Grantee with comparable and viable access from the licensed parking area to Broadwell Road and upon the provision to Grantee of at least sixty (60) days' prior written notice of Grantor's intent to modify such easement, which modification shall be completed at the sole cost and expense of Grantor.

3. Easement for Benefit of the Grantee. The easement created herein is solely for the benefit of the Grantee, and its successors and assigns, subject to and in accordance with the terms and conditions hereof, and no third-party beneficiary rights are created or inferred.

4. Successors and Assigns. The easement contained herein shall run with and be appurtenant to the Grantee Property and shall run with title to the Grantee Property and burden the Grantor Property and shall be binding upon and inure to the benefit of and be enforceable by the heirs, legal representatives, successors, assigns and successors-in-title of Grantor and Grantee for so long as the licensed parking area remains valid (i.e., **July 5, 2032**), whereupon this granted easement right shall expire. All obligations of Grantor and Grantee hereunder shall be binding upon their respective successors-in-title and assigns.

5. Breach and Remedies. This Agreement shall create a privity of contract and/or estate with and between Grantor and Grantee. In the event of a breach or default, or attempted or threatened breach or default by any party hereto of any of the terms, covenants and conditions hereof, which shall not have been cured within thirty (30) days following receipt by the other party of written notice from the complaining party, the complaining party shall be entitled to: (a) full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequence of such breach or default; and (b) the right to cure any breach or default hereunder. All costs and expenses of any such suit or proceeding and all costs of curing such breach or default shall be assessed against the offending, breaching party.

6. Notice. All notices shall be in writing and shall be deemed to have been properly given on the earlier of: (i) when delivered in person; (ii) when deposited in the United States Mail, with adequate postage, and sent by registered or certified mail with return receipt requested, to the appropriate party at the address set out below; or (iii) when deposited with Federal Express, Express Mail or other overnight delivery service for next day delivery, addressed to the appropriate party at the address set out below.

Grantee:

Mr. Tommy Statham
P.O. Box 880
Sharpsburg, Georgia 30277 Email: tbs@stathamgroup.com

Grantor:

City of Milton, Georgia
Attn: City Manager
2006 Heritage Walk
Milton, Georgia 30004

With a copy to:

Jarrard & Davis, LLP
Attn: City Attorney
222 Webb Street
Cumming, Georgia 30040

Rejection or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices to it shall be sent by giving to the other party or parties at least ten (10) days prior notice of the changed address.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and understanding between Grantor and Grantee relating to the subject matter hereof and may not be amended, waived or discharged except by instrument in writing executed by the party against which enforcement of such amendment, waiver or discharge is sought.

8. Severability. The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any one of the covenants, agreements, conditions or provisions of this Agreement or any portion thereof shall not affect the remaining portions thereof or any part thereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been inserted herein.

9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in the presence of:

_____
Witness

_____
Notary Public
My commission expires:

[AFFIX NOTARY SEAL]

GRANTOR:

CITY OF MILTON, GEORGIA

By:_____
Peyton Jamison, Mayor

Attest:_____
Tammy Lowit, City Clerk

[AFFIX CITY SEAL]

(*signatures continue on following page*)

(signatures continued from previous page)

Acknowledged and Accepted:

Signed, sealed and delivered in the presence of:

Witness

Notary Public
My commission expires:

[AFFIX NOTARY SEAL]

Darell Blandshaw
NOTARY PUBLIC
Fayette County, GEORGIA
My Commission Expires 09/14/2027

GRANTEE:

Thomas G. Statham (seal)

Thomas G. Statham

(seal)

Thomas B. Statham

Ben G. Statham (seal)

Ben G. Statham

[Exhibits A and B follow]

EXHIBIT A

ACCESS EASEMENT AREA LEGAL DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND lying and being in Land Lot 1134, 2nd District, 2nd Section, City of Milton, Fulton County, Georgia, and being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at Fulton County GPS Monument F-312; thence, leaving said GPS Monument and running South 86 degrees 02 minutes 22 seconds West, a distance of 3,873.74 feet to an iron pin found; thence, North 20 degrees 49 minutes 57 seconds West, a distance of 138.81 feet to a point, and THE TRUE POINT OF BEGINNING.

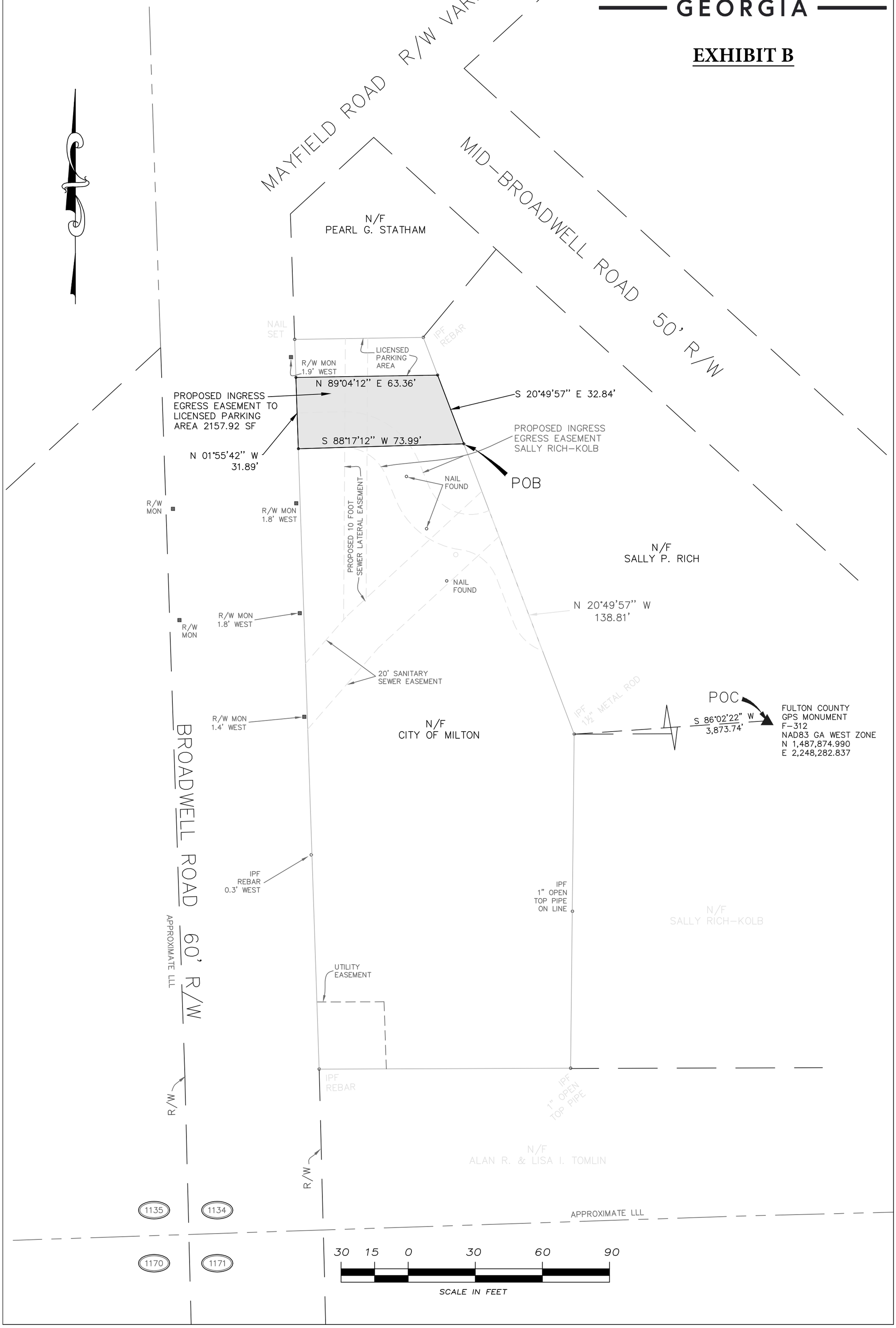
Thence, South 88 degrees 17 minutes 12 seconds West a distance of 73.99 feet to a point; thence North 01 degrees 55 minutes 42 seconds West a distance of 31.89 feet to a point; thence North 89 degrees 04 minutes 12 seconds East a distance of 63.36 feet to a point; thence South 20 degrees 49 minutes 57 seconds East, a distance of 32.84 feet to a point, and THE TRUE POINT OF BEGINNING.

Said tract of land comprising 2,157.92 square feet, or 0.0495 acres, more or less, and being more particularly depicted on a Proposed Ingress/Egress Easement from the City of Milton, Georgia, Exhibit by the City of Milton.

PROPOSED INGRESS EGRESS EASEMENT FROM CITY OF MILTON FOR STATHAM ACCESS TO PARKING EASEMENT

CITY OF MILTON GEORGIA

EXHIBIT B



PROPERTY INFORMATION

Signed by: 3C30A325FBE844C... DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ADDRESS	14505 Batesville Road
DISTRICT, LAND LOT	2/2 662 and 706
OVERLAY DISTRICT	Rural Milton
EXISTING ZONING	AG-1 (Agricultural)
PROPOSED USE PERMIT	Rural Event Facility (Sec. 8.7.1.H)
ACRES	35.87
EXISTING USE	Rural Event Facility and Bed & Breakfast
PROPOSED USE	Rural Event Facility (Reduce the site of the existing Rural Event Facility from 47.7 Acres to 35.87 Acres)

APPLICANT	LRF Milton, LLC
ADDRESS	14505 Batesville Road Milton, GA 30004
OWNER	George H Ivey, JR Dynasty Trust 14505 Batesville Road Milton, GA 30004
AGENT	Scott D. Reece, Brumbelow-Reese and Assoc., Inc. 13685 Highway 9 Milton, GA 30004

INTENT

Use permit for a Rural Event Facility (Sec. 8.7.1.H of the UDC) on 35.87 acres (reduction from previously approved U14-02/ZM17-01) within a 6,539 sq. ft. house, 4,296 sq. ft. atrium structure, 4,760 sq. ft. existing building and two gazebos for a maximum of 250 attendees. The City will also consider the possible rescission of the existing Rural Event Facility use permit (U14-02/ZM17-01) and the existing Bed and Breakfast use permit (U14-01).

COMMUNITY DEVELOPMENT RECOMMENDATION – JUNE 25, 2025

U25-02 – APPROVAL CONDITIONAL

In addition, Staff recommends approval of the rescission of U14-01(Ordinance No.14-08-215) for the use permit for a Bed & Breakfast and for U14-02 (Ordinance No. 14-09-218) for the Rural Event Facility.

CITY OF MILTON PLANNING COMMISSION RECOMMENDATION – JUNE 25, 2025

U25-02 – APPROVAL CONDITIONAL

The Commission unanimously recommended approval as presented by Staff with the following amendments:

1) To the owner's agreement to restrict the use of the subject property as follows:

c) The hours of operation shall be the following:

(i) Friday through Saturday: 9:00 a.m. to 11:00 p.m., music ends no later than 11:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at midnight.

(ii) Sunday through Thursday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m.

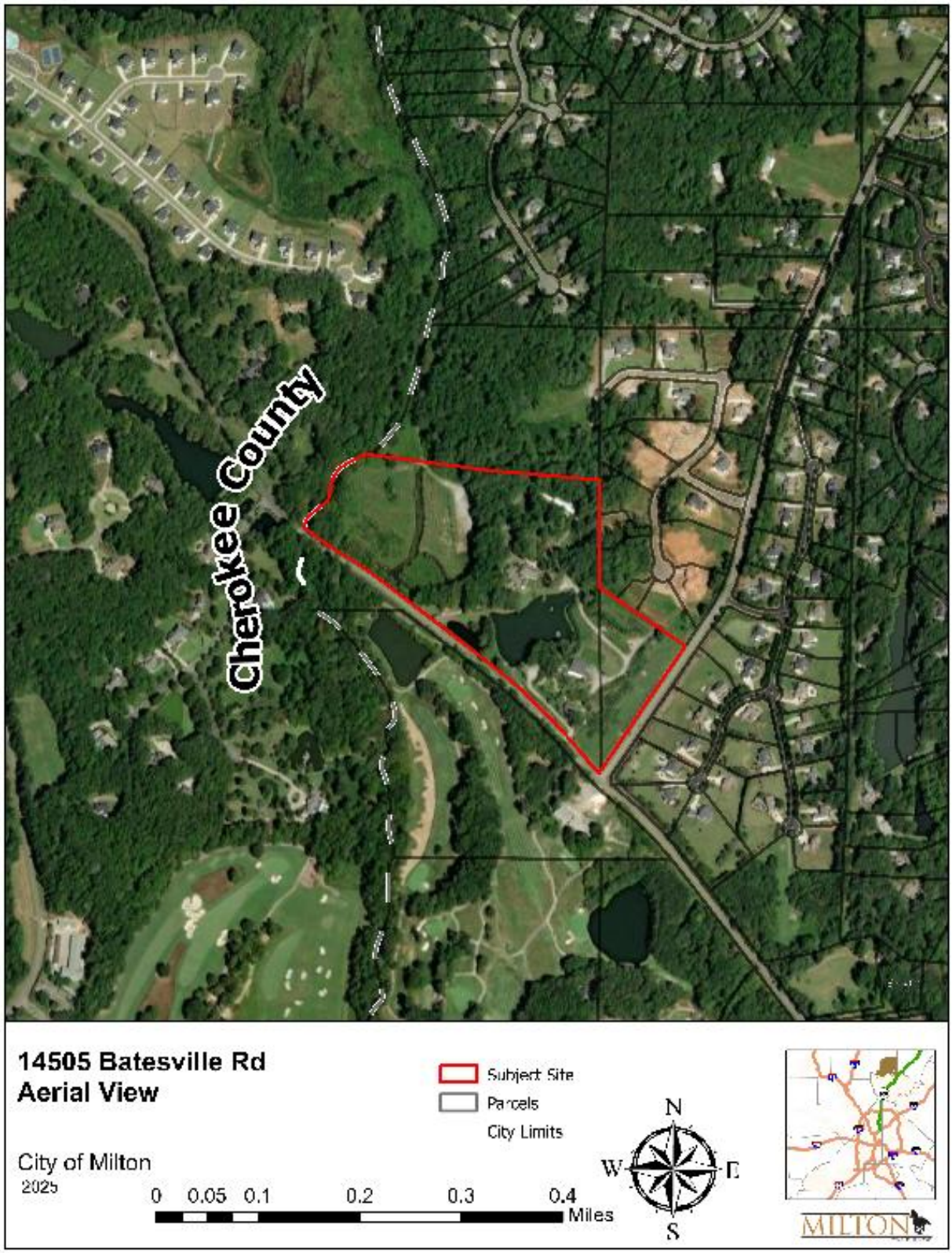
(iii) Amplified sound of music shall be located within the enclosed portion of the atrium.

(iv) All deliveries shall enter off of Batesville Road.

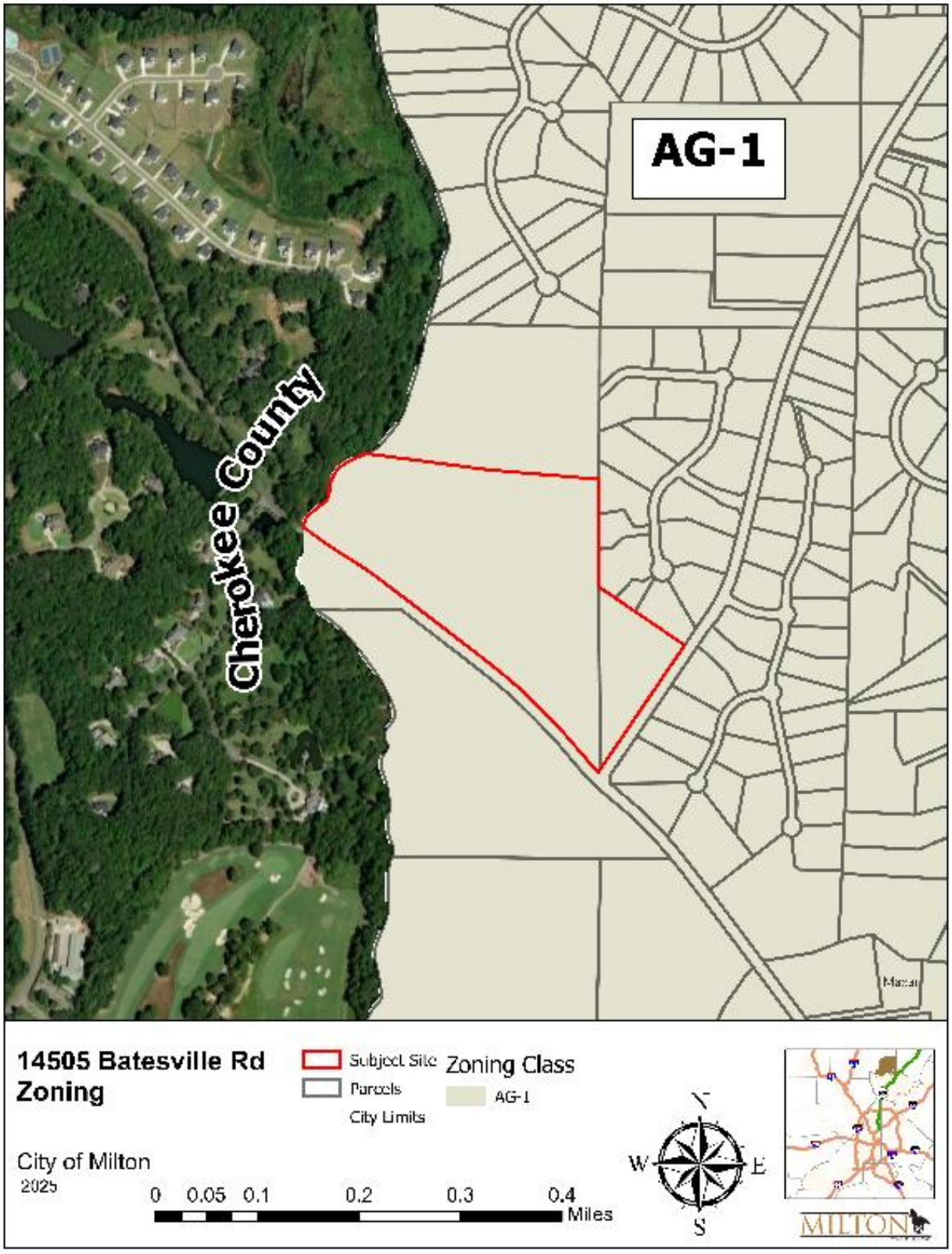
(v) When portable toilets are used, they shall not be viewed from Batesville Road and Taylor Road.

(vi) Barn Facility Location – Friday through Saturday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m. Maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m. Amplified music shall be located within the barn.

The Planning Commission recommended approval of the rescission of U14-01(Ordinance No.14-08-215) for the use permit for a Bed & Breakfast and for U14-02 (Ordinance No. 14-09-218) for the Rural Event Facility.

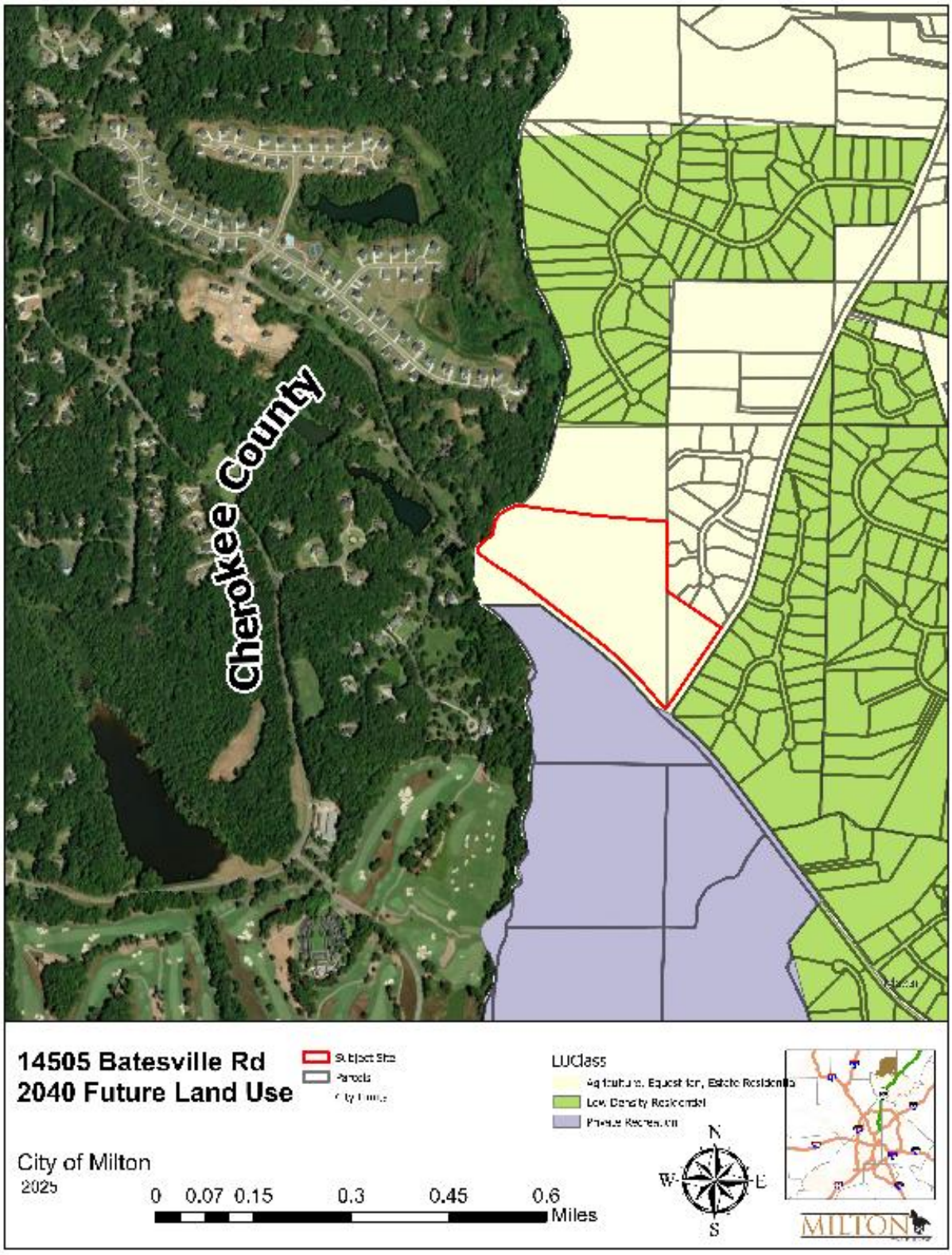


LOCATION MAP



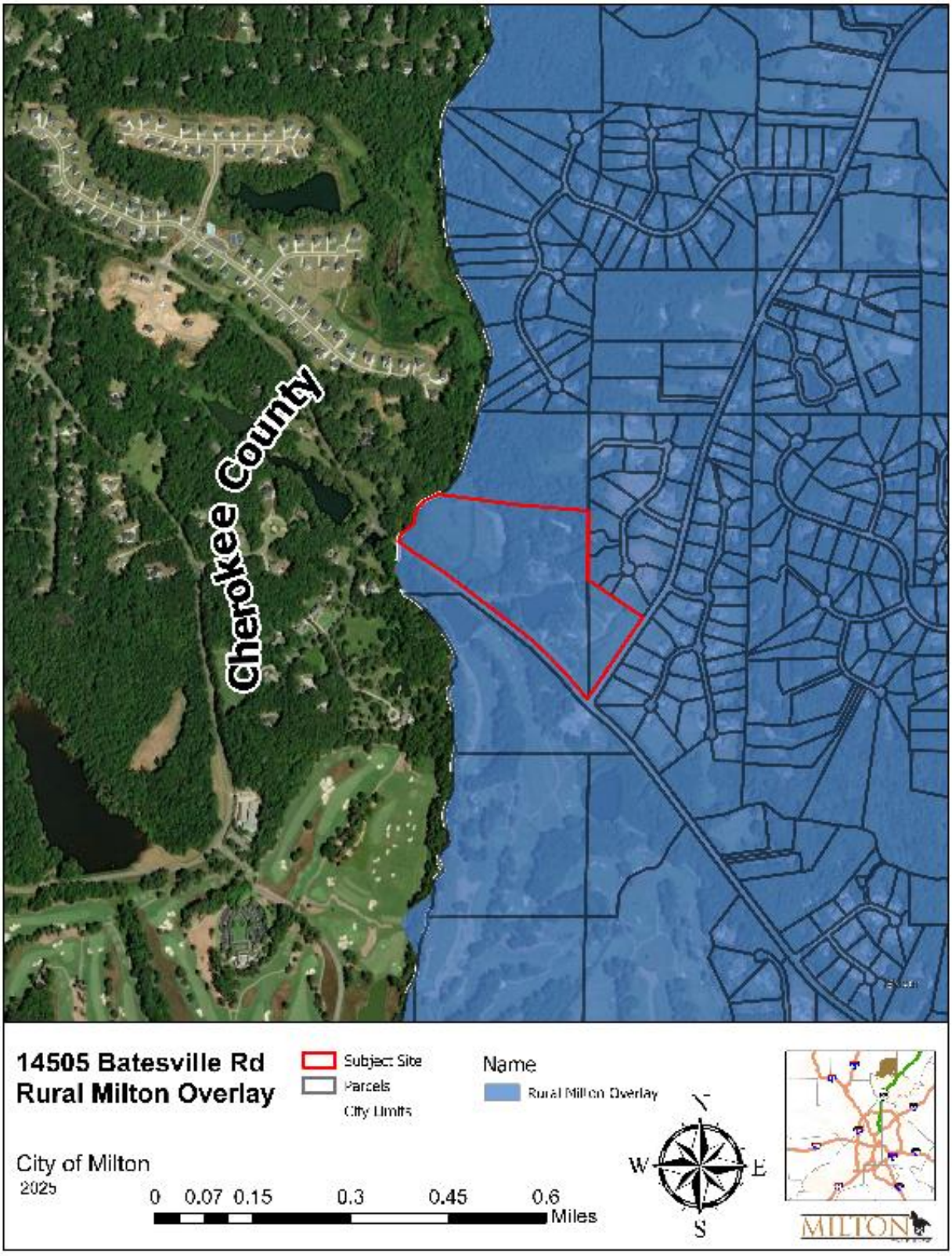
CURRENT ZONING MAP (AG-1)

Prepared by the Community Development Department for the
Mayor and City Council Meeting on August 4, 2025



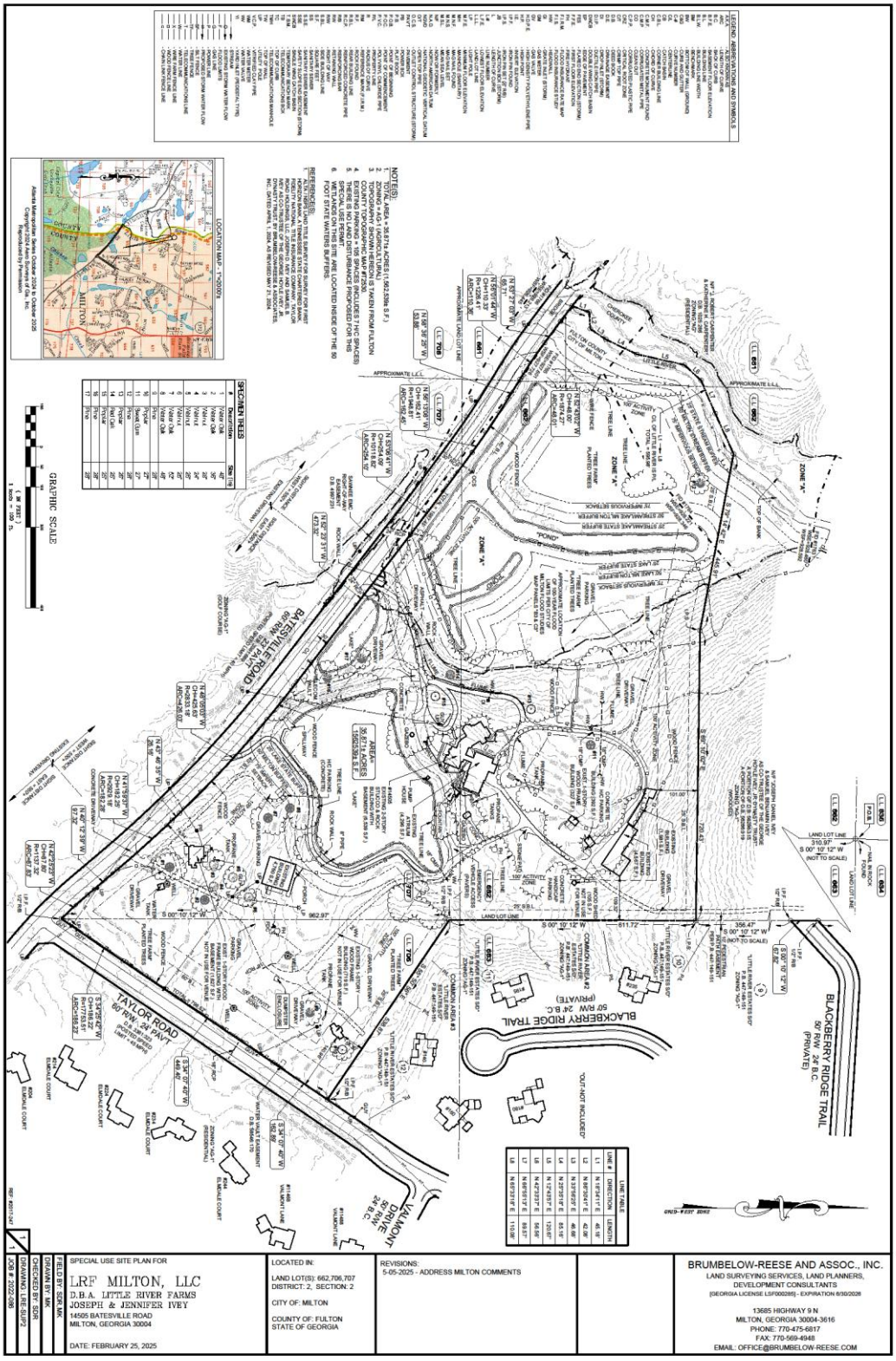
2040 COMPREHENSIVE PLAN - FUTURE LAND USE

Prepared by the Community Development Department for the
Mayor and City Council Meeting on August 4, 2025



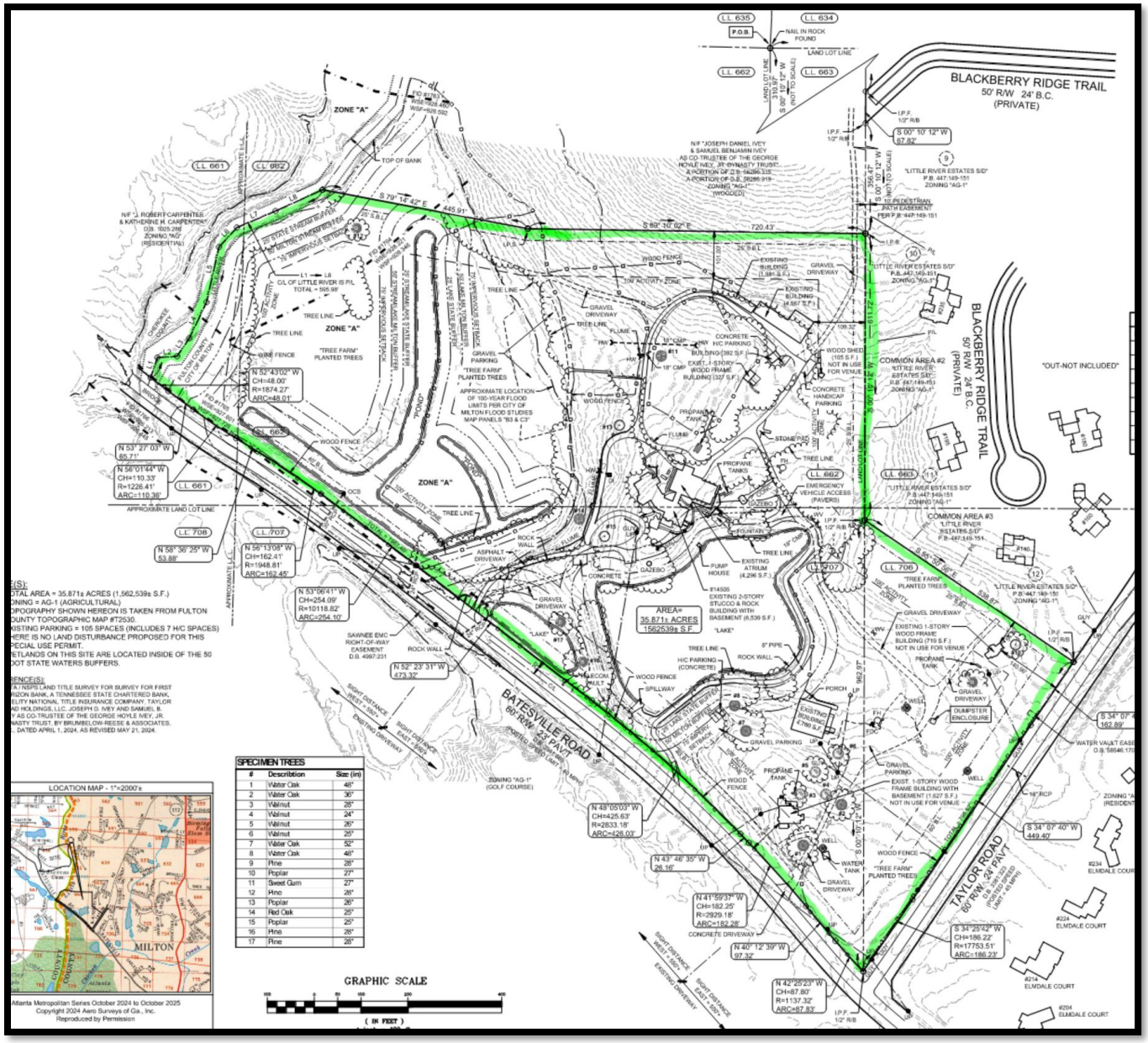
RURAL MILTON OVERLAY DISTRICT

Prepared by the Community Development Department for the
Mayor and City Council Meeting on August 4, 2025



REVISED SITE PLAN SUBMITTED ON MAY 5, 2025

Prepared by the Community Development Department for the
Mayor and City Council Meeting on August 4, 2025



REVISED SITE PLAN SUBMITTED ON MAY 5, 2025 (ENLARGED)

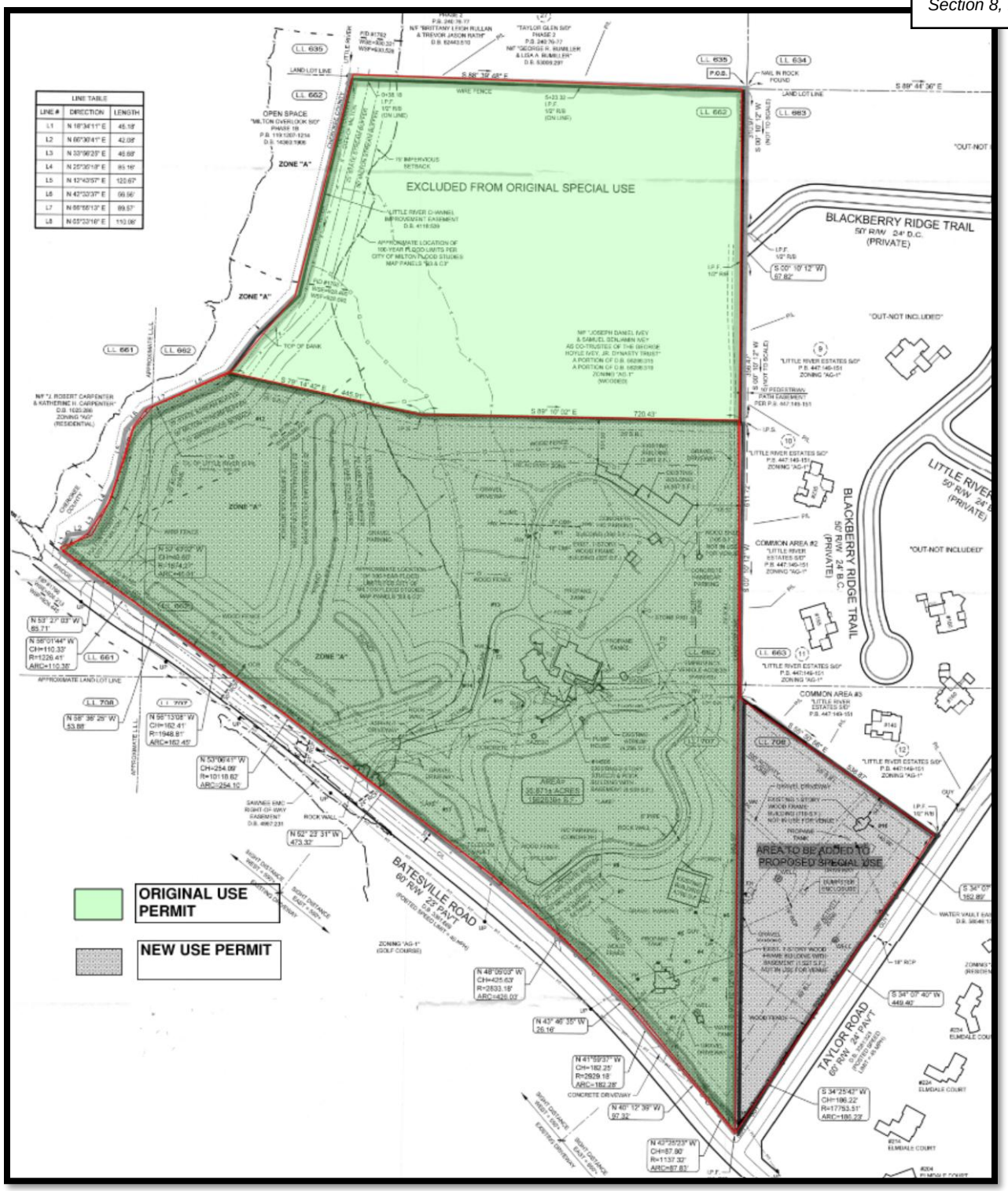


EXHIBIT OF CHANGED USE AREA

SUBJECT SITE AND BACKGROUND

The subject site is zoned AG-1 (Agricultural) developed with Little River Farms Rural Event Facility which is currently 47.7 acres pursuant to U14-02 and a Bed and Breakfast use permit pursuant to U14-01. In addition, the property was approved for a Zoning Modification pursuant to ZM17-01 to include an already existing "barn" that was converted into an additional Rural Event Facility known as "The Flower Barn at Little River Farms" within the 47.7 acres.

The following conditions were approved by the Mayor and City Council regarding the operations of the facility pursuant to U14-02 and ZM17-01:

- The number of attendees shall not exceed 250 people for any single event.
- Hours of operation:
    - Friday through Saturday: 9:00 a.m. to 11:00 p.m., music ends no later than 11:00 p.m., maximum 45 dBA one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at midnight.
    - Sunday through Thursday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m., maximum 45 dBA one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m.
    - Amplified sound of music shall be located within the enclosed portion of the atrium.
    - All deliveries shall enter off of Batesville Road.
    - When portable toilets are used, they shall not be viewed from Batesville Road and Taylor Road.
    - Barn Facility Location – Friday through Saturday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m. Maximum 45 dBA one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m. Amplified music shall be located within the barn. (ZM17-01)
- Site development considerations:
    - A 10,536 square foot structure, a 4,296 square foot atrium and all other buildings shall not be expanded in size as depicted on the revised site plan received on August 19, 2014.
    - The location and number of parking spaces shall be as depicted on the revised site plan received on August 19, 2014. All events with more than 75 attendees shall be required to have valet service and provide a minimum of one off-duty police officer for such events.

Although not a part of the original use permit area, developed by the current applicant, is a 15-lot single family subdivision (Little River Farms) on 27.49 acres directly to the east of the subject site. One of the new streets, Blackberry Ridge Trail dead-ends into the approximate 16.5-acre parcel that it is proposed to be

deleted from the current Use Permit U14-02 which contains 47.7 acres. In the proposed Use Permit U25-02, the site contains 35.87 acres (less 16.5 acres) which now includes an additional nearly five acres located at the corner of Batesville and Taylor Road for a total of 35.87 acres. See Exhibit on page 10 of the report.

In addition, the applicant was granted a use permit for a Bed and Breakfast pursuant to U14-01 which allowed for up to four guests within the 10,536 square foot house depicted on the site plan received on May 28, 2014. Staff will also request that this use permit be rescinded based on the fact that the house is no longer used as a bed & breakfast.

CURRENT REQUEST

The following highlights were stated in the applicant's Letter of Intent received on April 16, 2025.

> "The applicant, LRF Milton LLC seeks to decrease the number of acres which is subject to its Special Use Permit by approximately 11.5 acres, from 47.7 acres to approximately 36 acres. The proposed revision greatly exceeds the 5-acre minimum lot size required for a Rural or Agricultural Event Facility under UDC Section 8.7.1H. by over 30 acres."
>
> "The applicant does not seek revision of any conditions in its existing Special Use Permit; the Applicant is only seeking to reduce the total acreage covered by the Special Use Permit. The proposed revision does not seek an expansion of operating hours or guest capacity or change the size and scope of the operations on the property in any other respect. Because the operations on the property will not change in any respect, the proposed revision will not change the impact on neighboring properties."

SITE PLAN ANALYSIS

Based on the applicant's revised site plan submitted to the Community Development Department on May 5, 2025, Staff offers the following considerations:

DEVELOPMENT STANDARDS – SEC. 8.7.1.H – Rural Event Facility

Development Standards	Proposed Development
The minimum lot size is 5 acres.	The lot is 35.87
The facility must have special rural characteristics including, but not limited to natural features, historic structures	The subject site meets this requirement.

and landscapes, special views, open vistas, or a secluded pastoral locale	
Permitted curb cut access must not be allowed from a local street.	Batesville Road is not a local street but a Major Collector.
Parking areas for event attendees must be constructed of concrete, asphalt, and/or gravel or as approved by the Public Works Department or other materials that prevent erosion of the parking area.	The parking lots on the site meet the required development standards.
Parking areas must be screened from roads and adjacent properties.	The parking areas are screened from adjacent roads and properties.
Activity areas such as outdoor dining, entertainment areas, including parking must be at least 100 feet from any lot line, unless the special event facility and adjacent lot are in single ownership.	The subject site meets this requirement.
The maximum number of attendees and hours of operation must be evaluated by the City Council on a case-by-case basis for each site to protect the public's health, safety and welfare.	The applicant is not requesting any changes to the maximum number of attendees and hours of operation that was approved by the Mayor and City Council in 2014 pursuant to U14-02. The specifics will be outlined later in the Staff Report.
Tents used for any event may be set up no more than 24 hours in advance and must be taken down within 24 hours after such event.	The applicant is aware of this regulation.
The design of new structures must conform to Sec. 6.3.4.G (Buildings and Structure Design) of the Rural Milton Overlay.	There are no new structures proposed for this site.

DEVELOPMENT STANDARDS – SEC. 6.3. RURAL MILTON OVERLAY DISTRICT

According to Article 6.3.1.B of the UDC, a Rural Event Facility use permit is considered an Agricultural Type use. The site plan indicates compliance with Sec. 6.3.6 Agricultural Use Standards of the Rural Milton Overlay District.

ENVIRONMENTAL SITE ANALYSIS

The Environmental Site Analysis (ESA) report is sufficient and satisfies the requirement of Article 12.3.3.B.1. The site contains three ponds as well as the Little River. All these bodies of water are State waters, and the appropriate State and City buffers are shown. In addition, there are floodplain and wetland which are part of the drainage area for the Little River which also serves as the northwestern property line for the subject site. There are no steep slopes, historical sites or sensitive plant and animal species on the site.

ARBORIST COMMENTS
No comments for this use permit.

CITY OF MILTON FIRE MARSHAL
No Comments for this use permit.

STORMWATER
No Comments for this use permit.

PUBLIC WORKS DEPARTMENT
No comments on for this use permit.

CITY OF MILTON SEWER MAP AND URBAN GROWTH BOUNDARY
Per the City of Milton Sewer Map this site is serviced by a septic system.
This property is located outside of the Urban Growth Boundary, but this use is considered an Agricultural Use.

PUBLIC INVOLVEMENT

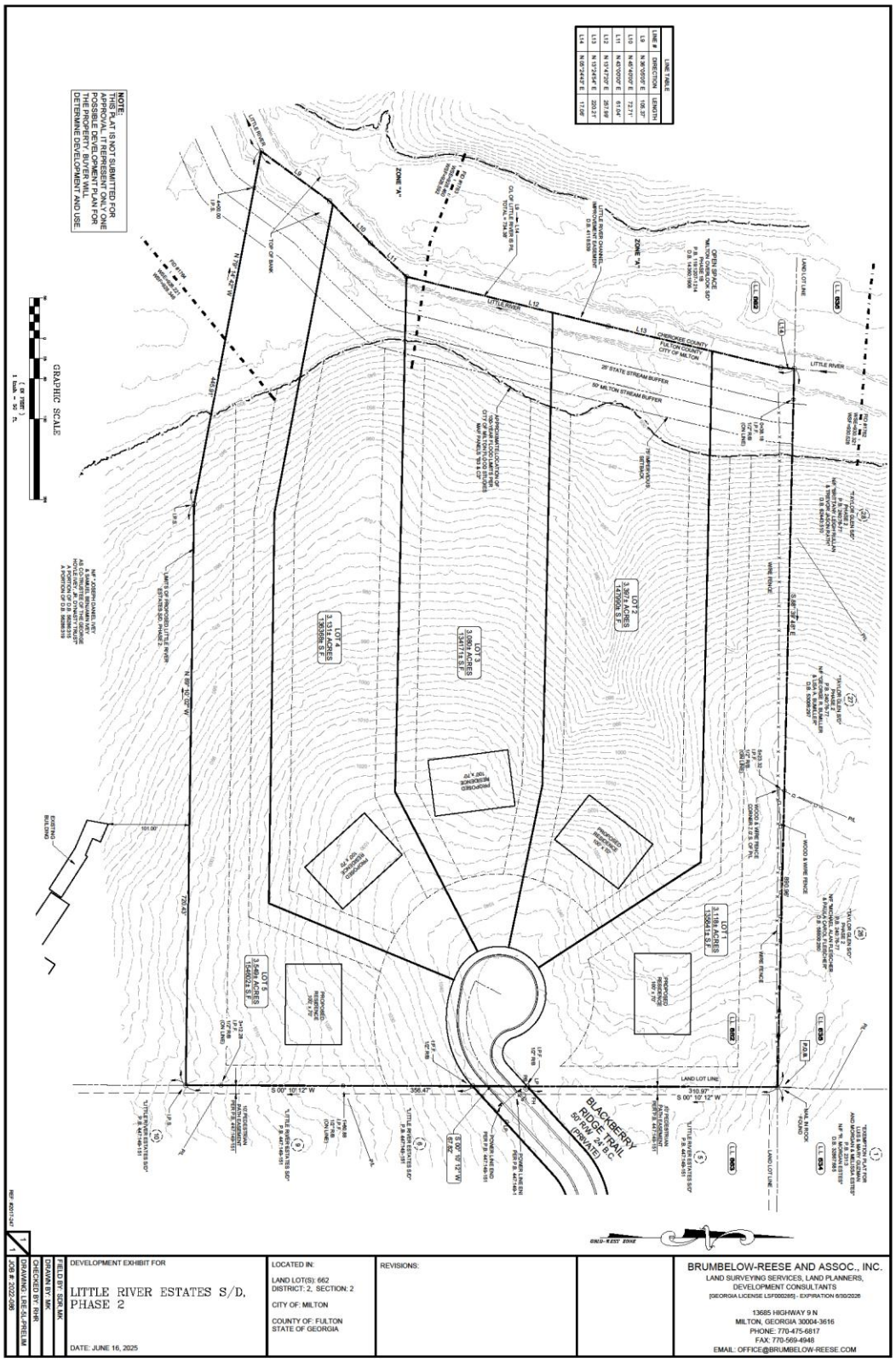
COMMUNITY ZONING INFORMATION MEETING - MAY 27, 2025
The applicant and his representatives were present. In addition, there were eight members of the public in attendance. There were three residents from the Valmont Subdivision located on the east side of Taylor Road. After understanding the proposal, they were satisfied with it and stated there had been no issues with the event facility in the past. Half of the attendees lived in the newly constructed Little River Farms subdivision and two people lived adjacent to the approximate 16.5 acres in Taylor Glen Subdivision. They were concerned with the following:

- What will be developed on the 16.5 acres in the future? The applicant indicated that he did not know yet as the property will be marketed after the approval of the proposed use permit. It would likely be some type of subdivision or possibly a large estate lot.
- Construction traffic/noise that may occur through the existing Little River Farms subdivision. The applicant was asked if construction traffic can be routed through the event facility instead. The

response from the applicant was no, it would be through the existing subdivision.

- Will there be buffers provided along the north property line of the 16.5 acres adjacent to Taylor Glen Subdivision? It was stated that buffers are not required between single family residential uses.

Based upon the issues raised at the CZIM, Staff asked the applicant to provide a "potential" development scenario for the approximately 16.5 acres that is being proposed to be eliminated from the current use permit. This scenario provides for five(5) three(3)-acre minimum large lots that front on a cul de sac. At this point in time, it is unknown how the property will be developed, as it could potentially be one-acre estate lots or larger lots or a single estate lot. By no means does this site plan require the property to be developed in this manner. The purpose of the site plan is to show the community one potential way the property could be developed.



Potential Development Scenario on approximately 16.5 Acres

Prepared by the Community Development Department for the
Mayor and City Council Meeting on August 4, 2025

CITY OF MILTON DESIGN REVIEW BOARD COURTESY REVIEW – June 3, 2025

Comments from the Board:
The DRB voted unanimously to send a recommendation of approval to the Planning Commission for the requested Rural Event Facility. There were no comments from the public on this matter.

PLANNING COMMISSION MEETING – JUNE 25, 2025

There were no public comments at this meeting. After deliberations, the Planning Commission recommended approval conditional as presented by Staff with one amendment to include "measured at the property line" in conditions 1)c)(i), (ii), and (vi).

CHEROKEE COUNTY

City Staff provided the Planning and Zoning Director of Cherokee County with the applicant's request on May 16, 2025. There has been no response from Cherokee County regarding the application.

In addition, Staff sent letters regarding the request to approximately 40 property owners in Cherokee County that are located to the west of the subject site. There have been no responses from these residents either via phone, email or attendance at the CZIM.

PUBLIC PARTICIPATION REPORT (PPR)
The applicant held the required public participation meeting on Friday, June 13, 2025, from 4:00 p.m. to 6:30 p.m. at Community Place, 2006 Heritage Walk. The PPR was submitted to the Community Development Department on June 16, 2025, which meets the required submittal date to the Department.

There was no one who attended this meeting. The applicant's representative did reach out to two residents of Little River Farms subdivision who were at the CZIM meeting to provide information via e-mail.

USE PERMIT CONSIDERATIONS

In the interest of the public health, safety and welfare, the Mayor and City Council may exercise limited discretion in evaluating the site proposed for a use that requires a use permit. In exercising such discretion pertaining to the subject use, the Mayor and City Council shall consider each of the following as outlined in Article 12.5.2.E of the UDC: Use Permit Considerations. Staff has reviewed said items pertaining to the subject's use, and offer the following comments:

1. **Whether the proposed use is consistent with the land use or economic development plans adopted by the Mayor and City Council:**
The rural event facility is located in the Agriculture, Equestrian, Estate Residential (AEE) land use category on the City of Milton Future Land Use 2040 Plan Map. The proposed use permit for an "Rural Event Facility" is permitted within AG-1 Zoning with Mayor and City Council approval. Additionally, the 2040 Comprehensive Plan has an Economic Development policy which states "We will support programs that retain, expand and create businesses that provide a good fit for our community's economy in terms of job skills required and links to existing businesses to locate them appropriately within the City".

2. **Compatibility with land uses and zoning districts in the vicinity of the property for which the use permit is proposed:**
The subject site is compatible with the adjacent and nearby land uses. To the north is AEE and Low Density Residential land uses with the proposed 16.5 acres to be removed from the current rural event facility use permit and further to the north is Taylor Glen subdivision. To the east is the Little River Farms subdivision and further to the east across Taylor Road is the Valmont subdivision. To the south on the other side of Batesville Road is Private Recreation which is a portion of the Atlanta National Country Club. To the west of the subject site is the Little River which serves as the county line between Fulton County and Cherokee County.

3. **Whether the proposed use may violate local, state and/or federal statutes, ordinances or regulations governing land development:**
The proposed use does not appear to violate any ordinances or regulations governing land development.

4. **The effect of the proposed use on traffic flow, vehicular and pedestrian, along adjoining streets:**
The existing use should have a minimum effect on traffic flow or vehicular and pedestrian use of adjoining streets since the number of attendees and hours of operation will remain the same. There are no additional conditions or improvements required to the site since the improvements have already been made as required for the use permit pursuant to U14-02 for the existing rural event facility.

5. **The location and number of off-street parking spaces:**
The site plan submitted indicates a total of 105 parking spaces of which 7 are handicapped spaces. The minimum parking required for this use is 1 parking space per 2.5 attendees. The maximum number of attendees is 250 for the existing use permit and requires a minimum of 100 parking spaces. Therefore, the site meets this requirement.

The gravel parking areas are located to the east of the "finger pond" and outside the 100-foot activity zone and are screened from view from Batesville Road or adjacent properties.

6. The amount and location of open space:

The site contains a large amount of open space because of the required buffers and floodplain adjacent to the Little River as well as other existing ponds on the site. In addition, there are large areas of trees planted on the western and eastern portions of the property to be used for the applicant's tree farm operated during the winter holiday period. This along with the required 100 foot wide activity zone (no activities permitted) adjacent to the property lines, provides additional open space for the site.

7. Protective screening:

The subject site is heavily screened from the adjacent properties with mature existing trees (both deciduous and evergreen) and vegetation adjacent to all the interior property lines and property fronting Taylor Road. Adjacent to Batesville Road are existing ponds with buffers and additional screening along the road.

A rural event facility does not require buffers or protective screening, but the existing conditions of the site provide sufficient protection for adjacent uses.

8. Hours and manner of operation:

The hours and manner of operation will not change from the approved use permit as outlined below. These will be included in the Conditions of Zoning including the proposed edit from the Planning Commission meeting.

- Hours of operation:
  - Friday through Saturday: 9:00 a.m. to 11:00 p.m., music ends no later than 11:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility Closes at midnight.
  - Sunday through Thursday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility Closes at 11:00 p.m.

- Amplified sound of music shall be located within the end portion of the atrium.
- All deliveries shall enter off of Batesville Road.
- When portable toilets are used, they shall not be viewed from Batesville Road and Taylor Road.
- Barn Facility Location – Friday through Saturday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m. Maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m. Amplified music shall be located within the barn. (ZM17-01)

9. Outdoor lighting:

The site plan does not indicate any existing or proposed lighting. Any lighting must comply with the Night Sky Ordinance, Sec. 9.4 of the UDC.

10. Ingress and egress to the property.

There are two existing entrances/exits on Batesville Road. There is an emergency entrance exit for fire protection that is accessed from Blackberry Ridge Trail adjacent to the property that is being deleted from the existing use permit but will still provide the needed emergency access to the subject site. This provides sufficient ingress and egress to the property.

CONCLUSION

The proposed reduction of area from 47.7 acres to 35.87 acres with the same Conditions of Zoning as granted pursuant to U14-02 for a Rural Event Facility is consistent with 2040 Future Land Use Plan, meets development standards for both the use permit and Rural Milton Overlay District. Therefore, Staff recommends **APPROVAL CONDITIONAL of U25-02** for a "Rural Event Facility" Use permit. In addition, Staff recommends rescission of U14-01(Ordinance No.14-08-215) for the use permit for a Bed & Breakfast and for U14-02 (Ordinance No. 14-09-218) for the Rural Event Facility.

RECOMMENDED CONDITIONS

If this petition is approved by the Mayor and City Council, it should be a use permit for a Rural Event Facility (8.7.1.H) subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Mayor and City Council.

1) To the owner's agreement to restrict the use of the subject property as follows:

    a) Rural event facility.

    b) The number of attendees shall not exceed 250 people for any single event.

    c) The hours of operation shall be the following:

        (i) Friday through Saturday: 9:00 a.m. to 11:00 p.m., music ends no later than 11:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at midnight.

        (ii) Sunday through Thursday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m.

        (iii) Amplified sound of music shall be located within the enclosed portion of the atrium.

        (iv) All deliveries shall enter off of Batesville Road.

        (v) When portable toilets are used, they shall not be viewed from Batesville Road and Taylor Road.

        (vi) Barn Facility Location – Friday through Saturday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m. Maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m. Amplified music shall be located within the barn.

2) To the owner's agreement to abide by the following:

    a) Substantial compliance with the revised site plan received by the Community Development Department on May 5, 2025, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the use permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code for the City of Milton, all other applicable City ordinances and these conditions prior to the approval of a Land Disturbance Permit. The site plan may be revised with the approval of the Community Development Director in order to comply with City codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

3) To the owner's agreement to the following site development considerations:

    a) A 10,536 square foot structure, a 4,296 square foot atrium, and all other buildings shall not be expanded in size as depicted on the revised site plan received by the Community Development Department on May 5, 2025.
    b) The location and number of parking spaces shall be as depicted on the revised site plan received on May 5, 2025. All events with more than 75 attendees shall be required to have valet service and provide a minimum of one off-duty police officer for such events.

ORDINANCE NO._____
PETITION NO. U25-02

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR A USE PERMIT FOR A "RURAL EVENT FACILITY" (SEC. 8.7.1.H OF THE UNIFIED DEVELOPMENT CODE FOR THE CITY OF MILTON, GEORGIA) LOCATED AT 14505 BATESVILLE ROAD

BE IT ORDAINED by the City Council for the City of Milton, Georgia while in regular session on August 4, 2025, at 6:00 p.m. as follows:

SECTION 1. That the following property located at 14505 Batesville Road consisting of a total of approximately 35.87 acres as described in the legal description attached hereto as Exhibit "A", be approved for a Use Permit for a Rural Event Facility subject to the Conditions of Approval described in Exhibit "B"; and

SECTION 2. That the Rural Event Facility Use Permit approved hereby, be approved subject to and in accordance with the provisions of Sec.8.7.1.H of the Unified Development Code for the City of Milton, Georgia; and

SECTION 3. That no uses or conditions hereby approved (including any site plan) shall authorize the violation of any district regulations or other zoning regulations; and

SECTION 4. That all ordinances or part of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 5. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 4th day of August, 2025.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

(Seal)

EXHIBIT "A"
LEGAL DESCRIPTION

U25-02

RECEIVED
APR 16 2025
City of Milton
Community Development

LEGAL DESCRIPTION

All that tract or parcel of land lying and being located in Land Lots 661, 662, 706, and 707, District 2, Section 2, Fulton County, Georgia, within the City of Milton, and being more particularly described as follows:

To find the TRUE POINT OF BEGINNING, commence at a nail in rock found at the northeast corner of Land Lot 662, said corner being the common corner of Land Lots 634, 635, 662, and 663; thence South 00 degrees 10 minutes 12 seconds West for a distance of 310.97 feet along the east line of Land Lot 662 and the west line of Land Lot 663 to an iron pin found (1/2" R/B) on the north right of way line of Blackberry Ridge Trail (a private 50' R/W); thence South 00 degrees 10 minutes 12 seconds West for a distance of 67.82 feet along the east line of Land Lot 662 and the west line of Land Lot 663 to an iron pin found (1/2" R/B) on the south right of way line of Blackberry Ridge Trail (a private 50' R/W); thence South 00 degrees 10 minutes 12 seconds West for a distance of 356.47 feet along the east line of Land Lot 662 and the west line of Land Lot 663 to an iron pin set (1/2" R/B); and the TRUE POINT OF BEGINNING;

THENCE continue South 00 degrees 10 minutes 12 seconds West for a distance of 611.72 feet along the east line of Land Lots 662 and 707 and the west line of Land Lots 663 and 706 to an iron pin found (1/2" R/B);

THENCE leaving said east line of Land Lot 707, South 55 degrees 50 minutes 56 seconds East for a distance of 538.87 feet to an iron pin found (1/2" R/B) on the northwest right of way line of Taylor Road (a 60' R/W);

THENCE South 34 degrees 07 minutes 40 seconds West for a distance of 162.89 feet along the northwest right of way line of Taylor Road (a 60' R/W) to a point;

THENCE South 34 degrees 07 minutes 40 seconds West for a distance of 449.40 feet along the northwest right of way line of Taylor Road (a 60' R/W) to a point;

THENCE along the northwest right of way line of Taylor Road (a 60' R/W), a curve to the right having a radius of 17753.51 feet and an arc length of 186.23 feet, being subtended by a chord of South 34 degrees 25 minutes 42 seconds West for a distance of 186.22 feet to an iron pin found (1/2" R/B) at the intersection of northwest right of way line of Taylor Road (a 60' R/W) with the northeast right of way line of Batesville Road (a 60' R/W);

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the right having a radius of 1137.32 feet and an arc length of 87.83 feet, being subtended by a chord of North 42 degrees 25 minutes 23 seconds West for a distance of 87.80 feet to a point;

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THENCE North 40 degrees 12 minutes 39 seconds West for a distance of 97.32 feet along the northeast right of way line of Batesville Road (a 60' R/W) to a point;

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the left having a radius of 2929.18 feet and an arc length of 182.28 feet, being subtended by a chord of North 41 degrees 59 minutes 37 seconds West for a distance of 182.25 feet to a point;

THENCE North 43 degrees 46 minutes 35 seconds West for a distance of 26.16 feet along the northeast right of way line of Batesville Road (a 60' R/W) to a point;

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the left having a radius of 2833.18 feet and an arc length of 426.03 feet, being subtended by a chord of North 48 degrees 05 minutes 03 seconds West for a distance of 425.63 feet to a point;

THENCE North 52 degrees 23 minutes 31 seconds West for a distance of 473.32 feet along the northeast right of way line of Batesville Road (a 60' R/W) to a point;

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the left having a radius of 2018.82 feet and an arc length of 254.10 feet, being subtended by a chord of North 55 degrees 06 minutes 41 seconds West for a distance of 254.09 feet to a point;

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the left having a radius of 1948.81 feet and an arc length of 162.45 feet, being subtended by a chord of North 56 degrees 13 minutes 08 seconds West for a distance of 162.41 feet to a point;

THENCE North 58 degrees 36 minutes 25 seconds West for a distance of 53.88 feet along the northeast right of way line of Batesville Road (a 60' R/W) to a point;

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the right having a radius of 1226.41 feet and an arc length of 110.36 feet, being subtended by a chord of North 56 degrees 01 minutes 44 seconds West for a distance of 110.33 feet to a point;

THENCE North 53 degrees 27 minutes 03 seconds West for a distance of 65.71 along the northeast right of way line of Batesville Road (a 60' R/W) feet to a point;

THENCE along the northeast right of way line of Batesville Road (a 60' R/W), a curve to the right having a radius of 1874.27 feet and an arc length of 48.01 feet, being subtended by a chord of North 52 degrees 43 minutes 02 seconds West for a distance of 48.00 feet to a point on the centerline of Little River (Little River being the county line of Fulton County (also the City of Milton Boundary) and Cherokee County);

THENCE leaving said northeast right of way line of Batesville Road, along the centerline of Little River and said county line,

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U25-02

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Community Development

North 18 degrees 34 minutes 11 seconds East for a distance of 45.18 feet to a point;

THENCE along the centerline of Little River and said county line, North 86 degrees 30 minutes 41 seconds East for a distance of 42.08 feet to a point;

THENCE along the centerline of Little River and said county line, North 33 degrees 56 minutes 25 seconds East for a distance of 46.68 feet to a point;

THENCE along the centerline of Little River and said county line, North 25 degrees 35 minutes 18 seconds East for a distance of 85.16 feet to a point;

THENCE along the centerline of Little River and said county line, North 12 degrees 43 minutes 57 seconds East for a distance of 126.67 feet to a point;

THENCE along the centerline of Little River and said county line, North 42 degrees 33 minutes 37 seconds East for a distance of 56.56 feet to a point;

THENCE along the centerline of Little River and said county line, North 66 degrees 55 minutes 13 seconds East for a distance of 89.57 feet to a point;

THENCE along the centerline of Little River and said county line, North 65 degrees 33 minutes 18 seconds East for a distance of 110.08 feet to a point;

THENCE leaving the centerline of Little River and said county line, South 79 degrees 14 minutes 42 seconds East for a distance of 445.91 feet to an iron pin set (1/2" R/B);

THENCE South 89 degrees 10 minutes 02 seconds East for a distance of 720.43 feet to an iron pin set (1/2" R/B) on the east line of Land Lot 662 and the point of beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 35.871± acres is more fully shown on a Special Use Site Plan for LRF Milton, LLC, D.B.A. Little River Farms, Joseph & Jennifer Ivey, 14505 Batesville Road, Milton, Georgia 30004, by Brumbelow-Reese and Associates, Inc., dated February 25, 2025, bearing their job number 2022-086, and being identified as drawing LRF-SUP1.

U25-02

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EXHIBIT "B"
CONDITIONS OF APPROVAL

Property located at 14505 Batesville Road is approved for a Use Permit for a Rural Event Facility (Sec. 8.7.1.H) subject to the owner's agreement to the following enumerated conditions. Where these conditions conflict with the stipulations and offerings contained in the Letter of Intent, these conditions shall supersede unless specifically stipulated by the Mayor and City Council.

1) To the owner's agreement to restrict the use of the subject property as follows:

    a) Rural event facility.

    b) The number of attendees shall not exceed 250 people for any single event.

    c) The hours of operation shall be the following:

        (i) Friday through Saturday: 9:00 a.m. to 11:00 p.m., music ends no later than 11:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at midnight.

        (ii) Sunday through Thursday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m., maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m.

        (iii) Amplified sound of music shall be located within the enclosed portion of the atrium.

        (iv) All deliveries shall enter off of Batesville Road.

        (v) When portable toilets are used, they shall not be viewed from Batesville Road and Taylor Road.

        (vi) Barn Facility Location – Friday through Saturday: 9:00 a.m. to 10:00 p.m., music ends no later than 10:00 p.m. Maximum 45 dBA, measured at the property line one hour prior to music ending. Alcohol ceases service 15 minutes before music ending. Facility closes at 11:00 p.m. Amplified music shall be located within the barn.

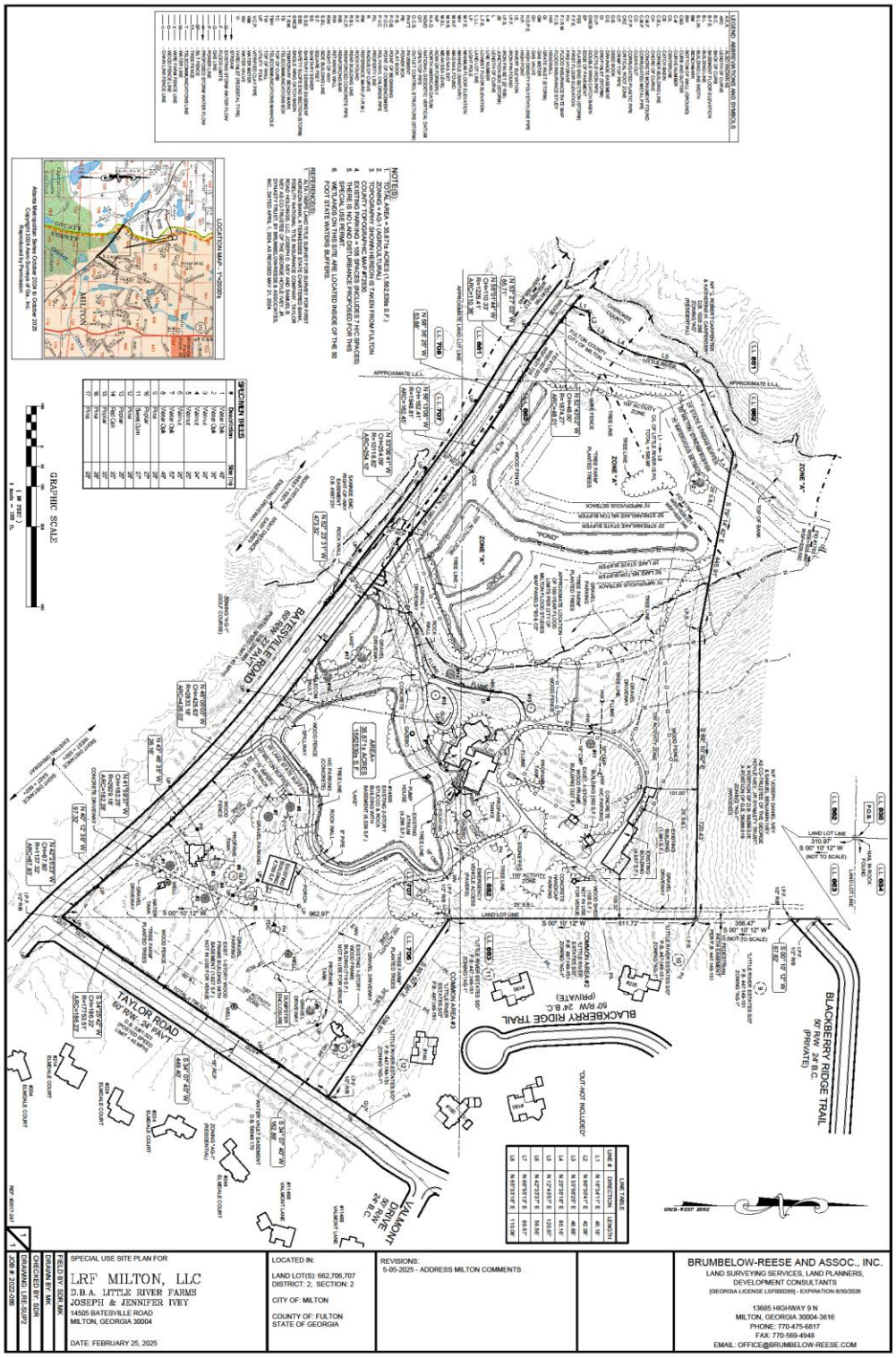
2) To the owner's agreement to abide by the following:

    a) Substantial compliance with the revised site plan received by the Community Development Department on May 5, 2025, whereby the exact layout of the project may contain minor deviations approved by the Community Development Director provided the deviations remain consistent with the purpose and intent of the Council's approval of the use permit. Notwithstanding the contents of the site plan, the project must meet or exceed the requirements of the Unified Development Code for the City of Milton, all other applicable City ordinances and these conditions prior to the approval of a Land Disturbance Permit. The site plan may be revised with the approval of the Community Development Director in order to comply with City codes and zoning conditions. Unless otherwise noted herein, compliance with all conditions shall be in place prior to the issuance of the first Certificate of Occupancy.

3) To the owner's agreement to the following site development considerations:

    a) A 10,536 square foot structure, a 4,296 square foot atrium, and all other buildings shall not be expanded in size as depicted on the revised site plan received by the Community Development Department on May 5, 2025.
    b) The location and number of parking spaces shall be as depicted on the revised site plan received on May 5, 2025. All events with more than 75 attendees shall be required to have valet service and provide a minimum of one off-duty police officer for such events.

REVISED SITE PLAN SUBMITTED MAY 5, 2025



CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council
FROM: Diana Wheeler, Interim Community Development Director
DATE: July 10, 2025, For the City Council Meeting on August 4, 2025

Signed by: 3C30A325FBE844C...

AGENDA ITEM: Consideration of an Ordinance for the Rescission of an Existing Use Permit for a "Rural Event Facility" located at 14505 Batesville Road.

SUMMARY:

The applicant of 14505 Batesville Road, LRF Milton, LLC has submitted a new Use Permit for a Rural Event Facility (Petition No. U25-02) in which the legal description of the Use Permit has decreased from 47.7 acres to 35.87 acres. This Use Permit will be considered at the August 4, 2025, City Council meeting.

As directed by the City Attorney, if U25-02 is approved by the City Council, the existing Use Permit, Petition No. U14-02 (Ordinance No. 14-09-218) approved by City Council in 2014 must be rescinded to allow the new Use Permit, U25-02 to be enforced. The attached ordinance will enforce the rescission of U14-02 if approved by the City Council.

Staff notes that all of the conditions approved in 2014 have been included in the current requested Use Permit, U25-02.

Planning Commission Meeting – June 25, 2025 – The Commission unanimously recommended approval of this item.

FUNDING AND FINANCIAL IMPACT:

There will be no funding or financial impact.

ALTERNATIVES:

The City Council may choose to deny the proposed ordinance.

REVIEW & APPROVALS:

Legal Review: Paul Frickey, Jarard & Davis, LLP – July 2025
Concurrent Review: Steven Krokoff, City Manager – July 2025

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

Ordinance for rescission of Use Permit U14-02.

ORDINANCE NO._____
PETITION NO. U25-02
PETITION NO. U14-02

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR RESCISSION OF AN EXISTING USE PERMIT FOR A "RURAL EVENT FACILITY" LOCATED AT 14505 BATESVILLE ROAD

BE IT ORDAINED by the City Council for the City of Milton, Georgia, while in regular session on August 4, 2025, at 6:00 p.m. as follows:

WHEREAS, pursuant to Ordinance No. 14-09-218, on September 22, 2014, a Use Permit for a Rural Event Facility was approved by the City of Milton on approximately 47.7 acres of property located at 14505 Batesville Road ("2014 Rural Event Facility Use Permit"); and

WHEREAS, on August 4, 2025, the City of Milton approved a new Use Permit for a Rural Event Facility on approximately 35.87 acres of property located at 14505 Batesville Road ("2025 Rural Event Facility Use Permit"); and

WHEREAS, in light of the approval of the 2025 Rural Event Facility Use Permit, the City of Milton finds that rescission of the 2014 Rural Event Facility Use Permit is in the public interest;

SECTION 1. That the 2014 Rural Event Facility Use Permit is rescinded and of no further validity, and no operations shall be permitted pursuant thereto; and

SECTION 2. That all ordinances or part of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 3. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 4th day of August, 2025.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

(Seal)

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council
FROM: Diana Wheeler, Interim Community Development Director
DATE: July 10, 2025, For the City Council Meeting on August 4, 2025

Signed by: 3C30A325FBE844C...

AGENDA ITEM: Consideration of an Ordinance for the Rescission of an Existing Use Permit for a "Bed and Breakfast" located at 14505 Batesville Road.

SUMMARY:

The applicant, LRF Milton, LLC, located at 14505 Batesville Road, has submitted a new Use Permit for a Rural Event Facility (Petition No. U25-02) in which the legal description of the Use Permit has decreased from 47.7 (Petition No. U14-02) acres to 35.87 acres. This Use Permit will be considered at the August 4, 2025, City Council meeting. In addition, a Use Permit for a Bed and Breakfast was also approved 2014 (Petition No. U14-01)at the same location.

The Use Permit for the Bed and Breakfast is no longer being used and no longer meets the requirements of the Use Permit. Therefore, it is recommended that the City Council rescind U14-01 (Ord No. 14-08-215).

Planning Commission Meeting – June 25, 2025 – The Commission unanimously recommended approval of this item.

FUNDING AND FINANCIAL IMPACT:

There will be no funding or financial impact.

ALTERNATIVES:

The City Council may choose to deny the proposed ordinance.

REVIEW & APPROVALS:

Legal Review: Paul Frickey, Jarard & Davis, LLP – July 2025
Concurrent Review: Steven Krokoff, City Manager – July 2025

DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

Ordinance for rescission of Use Permit U14-01.

ORDINANCE NO._____
PETITION NO. U25-02
PETITION NO. U14-01/VC14-02

STATE OF GEORGIA
COUNTY OF FULTON

AN ORDINANCE FOR RESCISSION OF AN EXISTING USE PERMIT FOR A "BED AND BREAKFAST" LOCATED AT 14505 BATESVILLE ROAD

BE IT ORDAINED by the City Council for the City of Milton, Georgia, while in regular session on August 4, 2025, at 6:00 p.m. as follows:

WHEREAS, pursuant to Ordinance No. 14-08-215, on August 18, 2014, a Use Permit for a Bed and Breakfast was approved by the City of Milton located at 14505 Batesville Road ("2014 Bed and Breakfast Use Permit"); and

WHEREAS, on August 4, 2025, the City of Milton approved a new Use Permit for a Rural Event Facility on approximately 35.87 acres of property located at 14505 Batesville Road ("2025 Rural Event Facility Use Permit"); and

WHEREAS, in light of the approval of the 2025 Rural Event Facility Use Permit, the City of Milton finds that rescission of the 2014 Bed and Breakfast Use Permit is in the public interest;

SECTION 1. That the 2014 Bed and Breakfast Use Permit is rescinded and of no further validity, and no operations shall be permitted pursuant thereto; and

SECTION 2. That all ordinances or part of ordinances in conflict with the terms of this ordinance are hereby repealed; and

SECTION 3. This Ordinance shall become effective upon adoption by the Mayor and City Council and the signature of approval of the Mayor.

ORDAINED this 4th day of August, 2025.

Approved:

_____
Peyton Jamison, Mayor

Attest:

_____
Tammy Lowit, City Clerk

(Seal)

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Bernadette Harvill, Deputy City Manager
DocuSigned by: Bernadette Harvill ED09D88B47F7499...
DATE: Submitted on June 30, 2025, for the July 21, 2025, Regular City Council Meeting

AGENDA ITEM: Consideration of the Issuance of an Alcohol Beverage License to I Love NY Pizza of Milton Inc dba El Castillo Mexican Restaurant, 980 Birmingham Road, Suite 200A, Milton, Georgia 30004

SUMMARY:

City of Milton Code of Ordinances Chapter 4 allows for the issuance of alcohol beverage licenses to businesses that properly submit application for and meet all the legal requirements to hold such license.

Staff has processed the application, has placed advertisements for 7/10/2025 and 7/17/2025 and recommends issuance of the applicable license for:

Business Name: I Love NY Pizza of Milton Inc dba El Castillo Mexican Restaurant
Contact Name: Gokhan Karakollukcu
Business Address: 980 Birmingham Road, Suite 200A, Milton, Georgia 30004
Type of License: Consumption On-Premises – Wine, Malt Beverages and Distilled Spirits
On-Premises Sunday Sales

FUNDING AND FINANCIAL IMPACT:

There is a positive fiscal impact of license fees and/or monthly excise taxes.

ALTERNATIVES:

Other Council directed action.

PROCUREMENT SUMMARY *(if applicable)*

REVIEW & APPROVALS:

Concurrent Review: Steven Krokoff, City Manager – DocuSigned by: Steven krokoff 9E6DD808EBB74CF...

CITY OF MILTON GEORGIA

AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Sara Leaders, PE, Public Works Director
DATE: Submitted on July 14, 2025, for the July 21, 2025, Regular City Council Meeting

DocuSigned by:
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AGENDA ITEM: Consideration of a Resolution to Reimburse the City of Milton's Capital Projects Fund with Greenspace Bond Funding Regarding Properties Acquired on Hopewell Road.

SUMMARY:

At its May 19, 2025, meeting, the Mayor and City Council approved Agenda Item No. 25-134, removing from the sealed bid process the sale of approximately 38.92 acres on Hopewell Road and directing staff to preserve the properties through formal use of Greenspace Bond funding. This resolution authorizes the reimbursement of $4.9 million to the City of Milton's Capital Projects Fund using unallocated Greenspace Bond funds. The reimbursement covers the City's prior acquisition of the following properties:

- The Bates Property (approximately 34.40 acres), acquired in February 2023 for $3.5 million.
- The Hudson Property (approximately 4.86 acres), acquired in April 2023 for $1.4 million.

Both properties were originally purchased using the Capital Projectsl Fund with the intent of potential future park development. However, they are now designated for permanent preservation as greenspace, consistent with the purpose of the voter-approved 2016 Greenspace Bond, which supports land conservation and long-term public benefit. This resolution formally directs staff to transfer Greenspace Bond funds into the Capital Projects Fund to retroactively fund the acquisitions.

FUNDING AND FINANCIAL IMPACT:

The total financial impact of this action is a $4,900,000 reimbursement to the City's Capital Projects Fund, representing the original purchase prices of the Bates Property ($3,500,000) and the Hudson Property ($1,400,000). These acquisitions were initially funded through Capital Projects Fund but are now being funded under the 2016 Greenspace Bond Program, in alignment with the City Council's updated direction to preserve both properties as permanent greenspace.

ALTERNATIVES:

If this resolution is not approved the City would retain the properties as general government assets and leave the Greenspace Bond funds unspent or reallocated to other eligible conservation acquisitions.

PROCUREMENT SUMMARY *(if applicable)*

Purchasing method used: **Other (See Comment Above)**
Account Number: From Capital Projects Fund
Requisition Total: $4,900,000

REVIEW & APPROVALS:

Financial Review: Bernadette Harvill, Deputy City Manager – DocuSigned by: Bernadette Harvill ED09D88B47F7499...
Legal Review: Jeff Strickland, Jarrard & Davis, LLP – *July 14*, 2025
Concurrent Review: Steven Krokoff, City Manager – DocuSigned by: Steven Krokoff 9E6DD808EBB74CF...

ATTACHMENT(S):

Resolution

STATE OF GEORGIA **RESOLUTION NO. _____**
COUNTY OF FULTON

A RESOLUTION TO REIMBURSE THE CITY OF MILTON'S CAPITAL PROJECTS FUND WITH GREENSPACE BOND FUNDING REGARDING PROPERTIES ACQUIRED ON HOPEWELL ROAD

WHEREAS, in November 2016, City of Milton (the "City") voters passed a bond for greenspace land acquisition; and

WHEREAS, on February 28, 2023, the City closed on its acquisition of Tax Parcel Number ("TPN") 22 -4770-0909-008-9, TPN 22 -4780-0964-091-5, and TPN 22 -4780-0964-092-3, totaling approximately 34.40 acres (the "Bates Property"), using capital projects/impact fee funds to cover the overall purchase price of $3,500,000.00; and

WHEREAS, on April 24, 2023, the City closed on its acquisition of TPN 22 -4770-0909-048-5, totaling approximately 4.86 acres (the "Hudson Property"), using capital projects/impact fee funds to cover the purchase price of $1,400,000.00; and

WHEREAS, the Bates Property and the Hudson Property abut the City's Providence Park property and were initially acquired anticipating future development of active park space; and

WHEREAS, the City Council has since decided that the Bates Property and the Hudson Property would be better utilized as additional greenspace to be preserved as such for the public and secured under the protections of the City's Greenspace Bond Program consistent with its intended purpose of land preservation and public benefit (see Minutes of City Council Regular Meeting, May 19, 2025, Agenda Item No. 25-134); and

WHEREAS, in order to transfer the Bates Property and the Hudson Property under the protections of the City's Greenspace Bond Program, it is appropriate that Greenspace Bond funds are utilized to afford the acquisition of those properties; and

WHEREAS, there are sufficient unallocated Greenspace Bond funds available to reimburse the City's Capital Projects Fund for the amounts spent purchasing the Bates Property and the Hudson Property in the total amount of $4,900,000.00.

BE IT THEREFORE RESOLVED, that the City Council hereby directs City staff to make the appropriate fund transfer of $4,900,000.00 from the Greenspace Bond fund into the Capital Projects Fund for the purposes stated hereinabove.

SO RESOLVED this 21st day of July, 2025.

_____
Peyton Jamison, Mayor

Attest: _____
Tammy Lowit, City Clerk

(SEAL)