



## AGENDA STAFF MEMO

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

Signed by:  
*Tom McKlveen*  
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**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:

**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

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*Bernadette Harvill*  
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*Steven Krokoff*  
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### ATTACHMENT(S):

City of Milton Parks & Recreation Department Recreation Provider Agreement

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

2006 Heritage Walk, Milton, GA 30004 | 678.242.2500 | facebook.com/thecityofmiltonga | info@miltonga.gov | www.miltonga.gov





**CITY OF MILTON**  
Parks and Recreation Department

**Recreation Provider Agreement**

Program Provider:

Milton Mustangs Swim Club

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## **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.



**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."

**Milton Mustangs Swim Club** **and**  
\_\_\_\_\_ 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](http://www.miltonga.us)  
[Tom.McKlveen@miltonga.gov](mailto: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

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at the following locations:

**Milton Pool @ Milton Parks and Preserve**

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1795 Dinsmore Road, Milton, GA 30004

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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 15<sup>th</sup> 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 15<sup>th</sup> 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](http://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](http://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 cancellation 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 15<sup>th</sup> 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.
- 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](mailto: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:**

**CITY:**

By: Beth Wilson  
[President/Vice President if Corp.]

By: \_\_\_\_\_  
Peyton Jamison, Mayor

Date: \_\_\_\_\_

Name: Beth Wilson  
(Typed or Printed)

By: \_\_\_\_\_  
Tammy Lowit, City Clerk

Date: \_\_\_\_\_

Date: 03/04/2025

[CITY SEAL]

Attest: Stephanie Mynatt  
PROVIDER Secretary [if Corporation]

Name: [Signature]  
(Typed or Printed)

Date: 5/20/25

Approved as to form:  
Signed by: Jennifer McCall 5/22/2025  
City Attorney \_\_\_\_\_ Date

[AFFIX CORPORATE SEAL]

**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 4<sup>th</sup> 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: **ncsilp@ssword**

To request additional users to the platform contact [support@ncsisafe.com](mailto: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](mailto: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).

Beth Wilson  
\_\_\_\_\_  
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 10<sup>th</sup> DAY OF March, 2025.

Christiane Herndon  
\_\_\_\_\_  
NOTARY PUBLIC

[NOTARY SEAL]

My Commission Expires: 5/12/27



**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. \_\_\_\_\_