

## AGENDA STAFF MEMO

**TO:** Honorable Mayor and City Council Members

**FROM:** Tom McKlveen, Parks and Recreation Director

DATE: Submitted on April 16, 2025, for the May 5, 2025, Regular City Council

Meeting

**AGENDA ITEM:** Approval of an Agreement between the City of Milton and Selig Enterprises,

Inc. dba AAA Parking for Operation of Parking Services for the 2025 Meet the

Jom Mc Kleven

Neighbors Event.

#### **SUMMARY:**

The City of Milton will once again host its annual Meet the Neighbors event at the Freemanville/Birmingham Greenspace. As this location is a pasture without a designated parking lot, staff have historically utilized the central area of the greenspace for attendee parking. However, organizing parking in this area has presented ongoing challenges.

The pasture lacks marked parking spots or lines, contains multiple holes, and is susceptible to muddy conditions depending on the weather. These factors have made it increasingly difficult for staff to manage parking in a way that is both efficient and safe for attendees.

To address these challenges, the City of Milton proposes hiring a professional parking company with extensive experience managing event parking logistics. The proposed plan includes one on-site parking manager and three parking attendants. The company will also supply all necessary equipment, including cones, handicapped parking signage, and any additional materials required to safely and effectively direct traffic and organize parking.

This partnership will ensure a smoother parking experience for event attendees and allow staff to focus on other important aspects of event execution.

#### **FUNDING AND FINANCIAL IMPACT:**

Under the agreement with AAA Parking, the City of Milton will pay a total of \$848.00 for parking management services. This amount covers all associated costs, including one parking manager and three attendants on-site from 7:30 a.m. to 3:30 p.m. on Saturday, May 10. Funds for this service were included in the approved FY25 budget.

## PROCUREMENT SUMMARY

Account Number 201-6110-523850013

Services Total \$848.00

## **ALTERNATIVES:**

If this contract is not approved, staff will need to secure volunteers to assist with parking

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flow and coordinating.

**REVIEW & APPROVALS:** 

**Financial Review:** Bernadette Harvill, Finance Director – April 24, 2025

**Legal Review:** Jennifer K. McCall, Jarrard & Davis, LLP – April 23, 2025

Concurrent Review: Steven Krokoff, City Manager -

— April 24, 2023 LLP — April 23, 2025 — DocuSigned by:

DocuSigned by:

Bernadette Harvill

Steven Krokoff

**ATTACHMENT(S):** 

Agreement for Operation of Parking Services with Addendum No. 1



#### AGREEMENT FOR OPERATION OF PARKING SERVICES

AAA Parking (The Operator) shall operate the event "Meet the Neighbors" for the City of Milton GA (The Owner) as a first-class parking service operation. The Operator shall employ, train, and supervise all personnel and shall provide all supervision and management as necessary for the highest quality performance of the various parking services and functions. The Operator shall also provide cones, flags, uniforms, and any other miscellaneous parking equipment to operate.

# TERM:

The agreement shall be for one day from 7:30am until 3:30pm, on Saturday, May 10<sup>th</sup>, 2025 at 15560 Freemanville Road, Milton, GA 30004.

#### FEE:

The City of Milton GA agrees to pay AAA Parking an operational fee of eight hundred forty-eight dollars (\$848), which will cover all of AAA Parking's costs, including:

- 1 Manager
- 3 Parking Attendants
- Payroll Expenses
- Payroll Taxes
- Worker's Compensation Insurance
- Insurance Premiums

Payment is due within 30 days of the events' conclusion and is remitted directly to our corporate office located at 1100 Spring Street NW, Suite 800, Atlanta GA, 30309.

IN WITNESS THEREOF, the parties hereto on the day and year first above written have executed this Agreement.

AAA Parking	The City of Milton, GA
BY: ETENNE MONAT	Ву:
It's VICE PRESIDENT-BISMESS	It's
Date 4/23/25 DEVELOPMENT	Date
	7



1100 Spring Street Suite 800 Atlanta, Georgia 30309 (404) 525-5959 Fax (404) 522-0925

# Quote

Quote #:

1

Date:

April 16, 2025

City of Milton Emily Salerno 2006 Heritage Walk Milton, GA 30004 May 2025 Meet The Neighbors May 10th 2025

1 Manager	Description Parking Services	8	\$	28.00	\$ Amount 224.00
1 Manager 3 Associates	Parking Services Parking Services	8	\$	26.00	\$ 624.00
			-		
					2000
				Total	 848.00

# AGREEMENT BETWEEN THE CITY OF MILTON AND SELIG ENTERPRISES, INC., DOING BUSINESS AS AAA PARKING

#### ADDENDUM NO. 1

This Addendum, executed this	day of	, 2025 (the "Effective
Date") supplements that certain Agreement f	or Operation of	f Parking Services (the "Agreement")
between SELIG ENTERPRISES, INC., dl	ba AAA PAR	KING ("Service Provider"), and the
CITY OF MILTON, a political subdivision	of the State of	f Georgia ("Customer"), of even date
herewith, to add the following provisions the	reto:	

## 1. Conflicting Provisions.

This Addendum is attached to and is a part of the Agreement described above. The provisions of this Addendum control over any contrary provisions found in the Agreement. No provision of the Agreement shall operate to override the provisions of this Addendum.

## 2. Sovereign Immunity; Indemnification.

Nothing contained in the Agreement shall be construed to be a waiver of Customer's sovereign immunity or any individual's qualified, good faith or official immunities. Any provision of the Agreement requiring the Customer to indemnify the Service Provider is only valid to the extent allowed by Georgia law. The parties hereto agree and acknowledge that the Customer is under no obligation to procure additional insurance related to the Agreement, including this Addendum.

#### 3. Confidentiality.

Service Provider acknowledges that Customer's disclosure of documentation is governed by Georgia's Open Records Act, and Service Provider further acknowledges that if Service Provider submits records containing trade secret information, and if Service Provider wishes to keep such records confidential, Service Provider 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.

### 4. Ethics Code; Conflict of Interest.

Service Provider 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. Service Provider 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 Agreement. Service Provider and the Customer 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. The Service Provider and the Customer 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 Service Provider or higher tier sub-consultant, or any person associated therewith, as an inducement for the award of a subcontract or order.

#### 5. 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, Service Provider agrees that, during performance of this Agreement, Service 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, Service 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.

#### 6. Insurance.

The Service Provider 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 the Service Provider, its agents, representatives, employees or subcontractors. All policies shall be subject to approval by the Customer as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the City Manager. Service Provider shall maintain the following insurance policies with coverage and limits no less than:

- (a) Commercial General Liability: \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate comprehensive/extended/enhanced Commercial General Liability policy with coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom, damage to premises/operations, products/completed operations, independent consultants and contractual liability (specifically covering the indemnity), broad-from property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess or umbrella policy. The policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).
- (b) Commercial Automobile Liability (owned, non-owned, hired): \$1,000,000 (one million dollars) combined single limit per occurrence \$2,000,000 (two million dollars) aggregate for comprehensive Commercial Automobile liability coverage (owned, non-owned, hired) including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

(c) Workers' Compensation and Employers' Liability: Workers' Compensation policy with limits as required by the State of Georgia and Employers' Liability limits of \$1,000,000 (one million dollars) per occurrence or disease. (If Service Provider is a sole proprietor, who is otherwise not entitled to coverage under Georgia's Workers' Compensation Act, Service Provider 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, the Service Provider shall provide a certificate of insurance indicating that such coverage has been secured and that no individual has been excluded from coverage.)

The City of Milton and the 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 respect to: liability arising out of activities performed by or on behalf of the Service Provider; products and completed operations of the Service Provider; premises owned, leased, or used by the Service Provider; automobiles owned, leased, hired, or borrowed by the Service Provider. 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 Service Provider to provide liability insurance coverage to any Insured Party for claims asserted against such Insured Party for its sole negligence. The insurer shall agree to waive all rights of subrogation against the Insured Parties for losses arising from work performed by the Service Provider for the Customer.

# 7. Employment of Unauthorized Aliens Prohibited - E-Verify Affidavit.

Pursuant to O.C.G.A. § 13-10-91, the City of Milton shall not enter into a contract for the physical performance of services unless Service Provider shall provide evidence on the forms attached hereto as Addendum Exhibits "A" and "B" (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 its 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. Service Provider hereby verifies that it has, prior to executing this Agreement and Addendum, executed a notarized affidavit, the form of which is provided in Addendum Exhibit "A", and submitted such affidavit to Customer. Further, Service 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 Georgia Department of Labor Rule 300-10-1-.02.

In the event Service Provider employs or contracts with any subcontractor(s) to perform services for Customer, Service 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 Addendum Exhibit "B", which subcontractor affidavit shall become part of the contractor/subcontractor agreement. Service Provider agrees that the employee-number category designated below is applicable to it:

500 or more employees
100 or more employees
Fewer than 100 employees

Service Provider hereby agrees that, in the event Service Provider employs or contracts with any subcontractor(s) in connection with the Agreement and Addendum and where the subcontractor is required to provide an affidavit pursuant to O.C.G.A. § 13-10-91, Service Provider will secure from the subcontractor(s) such subcontractor(s') indication of the above employee-number category that is applicable to the subcontractor. If Service Provider does not employ or contract with any subcontractor(s) to perform services for Customer, the provisions of this section related to subcontractors shall not apply. 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.

### 8. Governing Law.

This Contract is governed by the laws of the State of Georgia to the extent that such laws apply to the City as a municipal corporation of the State of Georgia and as a party to this Agreement.

[signature page follows]

**IN WITNESS WHEREOF** Customer and Service Provider have executed this Agreement, effective as of the Effective Date first above written.

	SERVICE PROVIDER:
Attest:	By: Print Name: ETIENNE MONAT Title: VILLE PRESIDENT OF BUSINESS DEVELOPMENT
Signature: M.le, 7 September 19 Title: Director of Operations	
CITY OF MILTON, GEORGIA	RATIFIED BY COUNCIL
By: Steven Krokoff, City Manager	By: Peyton Jamison, Mayor
Attest:	[CITY SEAL]
Signature:Print Name: Title: City Clerk	
Approved as to form:  Signed by:  Junnifer Melall 4/23/2025	5
City <sup>84</sup> Attoiney Date	<del></del>

#### **EXHIBIT A**

# STATE OF GEORGIA COUNTY OF FULTON

#### 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:

Federal Work Authorization User Identification Number

Date of Authorization

<u>Selig Enterprises, Inc. dba AAA</u> <u>Parking</u> Name of Contractor

Meet the Neighbors Event Parking 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 23, 2025 in ATANTA (city), 64 (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF TOO

Notary Public

My Commission Expires:

NOTARY SEAL1

### **EXHIBIT B**

# STATE OF GEORGIA COUNTY OF FULTON

#### SUBCONTACTOR 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 SELIG ENTERPRISES, INC. DBA AAA PARKING 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:

	I hereby declare under penalty of perjury that the
Federal Work Authorization User Identification Number	foregoing is true and correct.
	Executed on, 2025 in (city), (state).
Date of Authorization	(city), (state).
	Signature of Authorized Officer or Agent
Name of Subcontractor	
Meet the Neighbors Event Parking Name of Project	Printed Name and Title of Authorized Officer or Agent
CITY OF MILTON, GEORGIA Name of Public Employer	SUBSCRIBED AND SWORN BEFORE ME ON THIS THE DAY OF, 2025.
	Notary Public
	My Commission Expires:
	[NOTARY SEAL]

DATE (MM/DD/YYY) ACORD CERTIFICATE OF LIABILITY INSURANCE 02/17/2025 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(les) 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 tieu of such endorsement(s). PRODUCER
Marsh
Two Alliance Center
3560 Lenox Road, Suite 2400
Atlanta, GA 30326 CONTACT NAME: PHONE (A/C. No. Ext): E-MAIL ADDRESS: FAX (A/C, No): Altn: atlantaoffice.certrequest@marsh.com INSURER(S) AFFORDING COVERAGE NAIC# CN102083973-AAA.-GAEWG-24-25 25674 INSURER A: Travelers Property Casualty Company Of America INSURED 31194 INSURER B: Travelers Casualty & Surety Co. of America AAA Parking do Selig Enterprises, Inc. 1100 Spring Street, NW Suite 550 INSURER C : INSURER D : Atlanta, GA 30309 INSURER E : INSURERF: COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: 6 ATL-005968292-01 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. ADDL SUBR POLICY EFF POLICY EXP (MM/DD/YYYY) (MM/DD/YYYY TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY TC2JGLSA-3P390283-TIL-24 06/01/2024 06/01/2025 EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) 2,000,000 Employee Benefits Liability Limits CLAIMS MADE X OCCUR 300,000 Each Employee Limit: \$1M MED EXP (Any one person) Aggregate Limit: \$2M 2,000,000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER 5,000,000 GENERAL AGGREGATE X POLICY PRO-PRODUCTS - COMP/OP AGG 4,000,000 OTHER: COMBINED SINGLE LIMIT (En accident) AUYOMOBILELIABILITY TC2JCAP-3P390258-TIL-24 06/01/2024 06/01/2025 2,000,000 X ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED Deductible: \$250,000 BODILY INJURY (Per accident AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) X UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB CLAIMS-MADE AGGREGATE DED RETENTIONS 06/01/2024 06/01/2025 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY UB-8P912183-24-51-K X PER STATUTE ANYPROPRIETOR/PARTNER/EXECUTIVE DFFICER/MEMBER EXCLUDED? 1,000,000 E.L. EACH ACCIDENT N Deductible: \$250,000 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space in required) RE: Georgia Special Event; on May 10th, 2025. City of Million Is/are included as additional insured where required by written contract with respect to General Liability and Auto Liability coverages.

CERTIFICATE HOLDER	CANCELLATION
City of Milton 2006 Heritage Walk Milton, GA. 30004	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZEO REPRESENTATIVE
	Mount Went 110

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