



AGENDA STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks & Recreation Director
DATE: Submitted on Friday, April 21, 2025 for the Monday, April 28, 2025 Regular City Council Meeting

Signed by:
Tom McKlveen
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AGENDA ITEM: Approval of a Memorandum of Understanding Between the City of Milton and the NOC Adventure, LLC. to Provide Transportation and Outdoor Recreation Opportunities to Milton Residents in Summer 2025.

SUMMARY:

NOC Adventure, LLC ("NOC" or "The Center") is an organization operating since 1972 and is leading and innovating in adventure, instruction, and education within outdoor recreation. NOC has 2 outpost locations along the Chattahoochee River within the City of Roswell and City of Sandy Springs. NOC provides summer camps, wilderness first aid classes, white water rafting, canoeing, kayaking, and general water safety to all ages.

The Memorandum of Understanding (MOU) between NOC and the City of Milton outlines a mutually beneficial relationship for the 2025-2026 year with 4 auto renewals. The Center agrees to provide 3 weeks of Milton specific summer camp including kayaking, rafting, ziplining, and mountain biking for Milton residents ages 10-15. They also agree to provide transportation to and from City Hall to NOC outpost sites.

FUNDING AND FINANCIAL IMPACT:

The City of Milton agrees to receive registration for summer camp programming on the City registration platform (CivicRec). All revenue collected will be paid directly to NOC, as no additional city staff or resources will be utilized for this program.

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 – April 21, 2025
Legal Review: Joshua Jones, Jarrard & Davis, LLP – March 17, 2025
Concurrent Review: Steven Krokoff, City Manager –

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Bernadette Harvill
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DocuSigned by:
Steven Krokoff
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ATTACHMENT(S): Memorandum of Understanding

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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



MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MILTON, GEORGIA
AND NOC ADVENTURE, LLC

This Memorandum of Understanding (the “MOU”) is made and entered into as of the 31st day of March, 2025 (the “Effective Date”) by and between the **City of Milton, Georgia**, a municipal corporation of the State of Georgia, acting by and through its governing authority, the Mayor and City Council (the “City”), and **NOC Adventure, LLC**, a Georgia limited liability company with principal office located at 13077 Highway 19 West, Bryson City, North Carolina, 28713 (the “Center”), individually referred to herein as a “Party” and collectively referred to herein as the “Parties”.

W I T N E S S E T H:

WHEREAS, the Parties wish to enter into an agreement to provide City residents with a mode of transportation in order to participate in City camps and programs;

WHEREAS, the Center has offered pick-up and drop-off services to City residents;

WHEREAS, by this MOU, the Parties seek to 1) provide City residents with a mode of transportation to attend City camps and programs and 2) create a cooperative and mutually beneficial relationship between the Center and City.

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

I. Purpose

Through a combined effort, the Parties seek to provide City residents with transportation services in order to attend City camps and programs.

II. Responsibilities and Obligations

a. **The Center**

- a. The Center shall use its own transportation vehicles in the pick-up and drop-off services. The Parties shall mutually agree upon acceptable pick-up and drop-off times from time to time as reasonably necessary.
- b. The Center shall procure and maintain insurance that fully covers the risks and indemnity obligations assumed by the Center herein, including general liability and automobile liability at policy limits of at least \$1,000,000.00. Center shall name City

as an additional insured on such policies for the period described above and shall submit a copy of all required certificates of insurance to City within fifteen (15) days of the Effective Date and upon each anniversary thereafter.

- c. The Center shall immediately notify the City of any issues of any nature that arise during the Term (to be defined below) of this MOU.

b. The City

- a. The City shall not impede the performance of the MOU during the Term.

III. Payment

City residents that choose to partake in the driving services provided by the Center shall pay for such services through the City's registration platform. All revenue collected by the City from residents received shall be paid directly to the Center within thirty (30) days of completion of services.

IV. Term

a. Term of MOU. This Agreement will begin upon the Effective Date and shall terminate September 30, 2025 (the "Initial Term"). The Agreement may be automatically renewed each year on October 1, with a new term running from October 1 to September 30 of each subsequent fiscal year. The Initial Term may be renewed for up to four (4) additional terms. If the Term of this Agreement is longer than one year, the Parties agree that this Agreement, as required by O.C.G.A. § 36-60-13, shall terminate absolutely and without further obligation on the part of the Center on September 30 each fiscal year of the term, and further, that this Agreement shall automatically renew on October 1 of each subsequent fiscal year absent the Center's provision of written notice of non-renewal to the City at least thirty (30) days prior to the end of the then current fiscal year.

b. Termination. Any Party may terminate this MOU without cause upon thirty (30) days prior written notice to the other Parties.

V. General Provisions

a. Entire Agreement; Amendments. This MOU contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements, and prior agreements related thereto are merged herein and superseded hereby. This MOU may not be amended except by an agreement in writing signed by authorized representatives of all parties.

b. Applicable Law; Venue. If any action at law or in equity is brought to enforce or interpret the provisions of this MOU or adjudicate any dispute arising out of or relating to this MOU, the

rules, regulations, statutes and laws of the State of Georgia will control without regard to choice of law principles. Any such action or suit shall be brought in the Superior Court of Fulton County, Georgia.

c. Counterparts. This MOU may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same MOU.

d. Severability. The invalidity or enforceability of a particular provision of this MOU shall not affect the other provisions hereof, and this MOU shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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

NOTICE TO THE CITY shall be sent to:

City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: City Manager

With a copy to:

Jarrard & Davis, LLP
222 Webb Street
Cumming, Georgia 30040

&

City of Milton
2006 Heritage Walk
Milton, Georgia 30004
Attn: Parks & Recreation Director

NOTICE TO THE CENTER shall be sent to:

NOC Adventure, LLC
Attn: Clay Courts
4401 Northside Parkway
Suite 975
Atlanta, GA 30327

f. Third Party Rights. This MOU shall be exclusively for the benefit of the Parties hereto and shall not provide any third parties with any remedy, claim, liability, reimbursement, cause of action or other right.

g. Indemnification. The Center shall indemnify, defend, and hold harmless City and City's elected and appointed officials, officers, boards, commissions, consultants, servants, directors, employees, volunteers, attorneys, and agents ("each party individually, an "Indemnified Party"), for, from, and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses, and liability of any kind whatsoever, including, but not limited to, attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of an alleged willful, negligent, or tortious act or omission arising out of the Center's performance of driving services, or operations by the Center, any subcontractor, anyone directly or indirectly employed by the Center or subcontractor, or anyone for whose acts or omissions the Center or subcontractor may be liable, regardless of whether or not the act or omission is caused by an Indemnified Part (collectively, "Indemnity Obligation"). The Indemnity Obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party by any employee of the Center, its subcontractor, anyone directly or indirectly employed by the Center or subcontractor, or anyone for whose acts the Center or subcontractor may be liable, the Indemnity Obligation 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 Center or any subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts. The Indemnity Obligation shall survive expiration or termination of this MOU, provided that the claims are based upon or arise out of actions or omissions that occurred during the performance of this MOU.

h. Assignment. Neither Party may sell, assign, transfer, or otherwise convey any of its rights or delegate any of its duties under this MOU without the prior written consent of the other party.

i. Relationship of Center. The Center is an independent contractor in all respects with regard to this MOU.

j. Sovereign Immunity. Nothing contained in this MOU shall be construed to be a waiver of the City's sovereign immunity or any individual's qualified good faith or official immunities

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties support the goals and objectives of this Memorandum and have hereunto executed this Memorandum of Understanding on the day and year first above written.

CITY OF MILTON, GEORGIA

By: _____

Peyton Jamison, Mayor

[CITY SEAL]

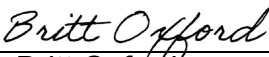
Attest:

Tammy Lowit, City Clerk

NOC ADVENTURE, LLC

By: 
Name: CLAY COURTS
Title: MANAGING PARTNER

Attest:

By: 
Name: Britt Oxford
Title: GM NOC Chattahoochee

Approved as to form:

Signed by:  4/21/2025
City Attorney _____ Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2025

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

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

PRODUCER Palmer & Cay, LLC 3050 Peachtree Road, NW Suite 475 Atlanta GA 30305-2206	CONTACT NAME: Libby Sun PHONE (A/C, No, Ext): 404-633-5800 E-MAIL ADDRESS: libby.sun@palmerandcay.com	FAX (A/C, No): 404-991-6060
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : National Casualty Company		11991
INSURER B : Markel Insurance Company		38970
INSURER C : Markel American Insurance Company		28932
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES**CERTIFICATE NUMBER:** 1191913933**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		MKP0000500765601	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			MKA0000500765701	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			MKX0000500765801	5/1/2024	5/1/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		8V-WCC-00000332431-02	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

City of Milton, Georgia is included as an additional insured with respect to general liability where required by written contract with the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**City of Milton, Georgia
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.

AUTHORIZED REPRESENTATIVE

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