



GENERAL STAFF MEMO

TO: Honorable Mayor and City Council Members
FROM: Tom McKlveen, Parks & Recreation Director
DATE: Submitted on January 13, 2025 for the Wednesday, January 22, 2025 Regular City Council Meeting

Signed by:

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AGENDA ITEM: Approval of a Vendor Equipment Storage Agreement and Liability Waiver Between the City of Milton and Milton Veterans Memorial Markers, Inc. to Store their Equipment on City Property.

DEPARTMENT RECOMMENDATION

Staff recommends approval.

BACKGROUND

Milton Veterans Memorial Markers, Inc. is currently utilizing a paid storage unit to house trailers, memorial markers and materials for their Veterans Day and Memorial Day efforts. On each of these holidays, hundreds of crosses are placed across the City, memorializing and honoring those who served in the armed forces and have ties to Milton.

To reduce costs and optimize resources, the City of Milton has offered to provide Milton Veterans Memorial Markers with complimentary storage space at the future park property off Bethany Bend Road. This arrangement will alleviate the financial burden on the group, allowing them to continue this great tradition within the City of Milton.

This agreement would allow this mutually beneficial relationship to continue until a party provides 30 day notice to terminate.

REVIEW & APPROVALS

Legal Review: Ken Jarrard, Jarrard & Davis, LLP – June 17, 2024

Concurrent Review: Steven Krokoff, City Manager –

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ATTACHMENTS

Vendor Equipment Storage Agreement and Liability Waiver

SERVICE • TEAMWORK • OWNERSHIP • LEADERSHIP • RURAL HERITAGE

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**CITY OF MILTON VENDOR EQUIPMENT STORAGE
AGREEMENT AND LIABILITY WAIVER**

Parties Involved:

This agreement ("Agreement") is entered into between the City of Milton, Georgia, a duly created political subdivision of the State of Georgia, hereinafter referred to as "Milton" and Milton Veterans Memorial Markers, Inc., hereinafter referred to as the "Vendor," on January 22, 2025, regarding the storage of equipment at Milton facilities.

Equipment Description:

The equipment to be stored is as follows:

- Refer to Exhibit "A"

Storage Location:

The equipment will be stored at the following location(s) within property or buildings owned by Milton:

- 2485 Bethany Bend, Milton, GA 30004

Terms of Storage:

1. The Vendor agrees to store the equipment in a safe and secure manner, taking all necessary precautions to prevent damage, theft, or unauthorized access.
2. The Vendor shall be solely responsible for the maintenance and upkeep of the stored equipment during the storage period.
3. The storage period shall commence on January 22, 2025 and shall terminate on that date when the Vendor removes the equipment from Milton facilities or on that date which is thirty (30) days after either party issues the other a notice to terminate this Agreement, whichever is earlier.

Liability Waiver:

1. Milton agrees to provide reasonable care and security for the stored equipment within its facilities but shall not be held liable for any loss, damage, or theft that may occur during the storage period.
2. The Vendor assumes all risks associated with storing the equipment at Milton's facilities and hereby releases Milton from any and all liability arising from such storage, including but not limited to damage, loss, theft, or destruction of the equipment.
3. The Vendor agrees to indemnify and hold harmless Milton, its employees, agents, and representatives from any claims, damages, losses, liabilities, or expenses (including attorney fees) arising out of or resulting from the storage of the equipment.

Insurance:

The Vendor agrees to maintain adequate insurance coverage for the stored equipment, including but not limited to property insurance, to protect against any potential loss or damage.

Termination:

Either party may terminate this Agreement upon thirty (30) days' written notice to the other party. The notice contemplated in this paragraph may be delivered via email or regular mail delivery to the individual(s) through which Milton and the Vendor normally communicate. Upon such notice being provided, the Vendor shall have a reasonable time to retrieve the equipment located within Milton facilities.

In no event shall the retrieval period exceed thirty days from the date of notice. Following the expiration of thirty (30) days from the notice of termination, if the equipment is not removed from Milton's facilities, Milton shall have the right to relocate and/or discard the equipment and the Vendor shall hold Milton harmless for such action.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of Georgia, without regard to its conflict of law principles.

Entire Agreement:

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating to such subject matter.

Consideration:

The parties agree that mutual and adequate consideration to support the promises set forth herein have been exchanged between them, and attest to the exchange of adequate consideration by their signatures, below.

Signature:

By signing below, the parties acknowledge that they have read, understood, and agreed to all the terms and conditions of this Agreement.

Vendor:

Milton Veterans Memorial Markers, Inc.


President of the Board
Date: 12/11/2024

City of Milton

Mayor
Date: _____

**CITY OF MILTON VENDOR EQUIPMENT STORAGE
AGREEMENT AND LIABILITY WAIVER**

**EXHIBIT A
LIST OF EQUIPMENT**

2 each 8 ft. x 20 ft. tandem axel trailers with wooden racks to support memorial markers

1 each 8 ft. x 16 ft. tandem axel trailer with wooden racks to support memorial markers

2 each fabric utility carts

1 each metal utility cart

900+ memorial markers along with supply of marker parts

900+ 12" x 18" American Flags

1 each spare tire for trailer

1 Lot bolts, nuts, washers, screws

8 each 2 gallon garden sprayers

250 each 1-1/2" x 8" PVC sleeves with plugs