

STATE OF GEORGIA  
COUNTY OF BARTOW

### CONTRACT FOR PERFORMING SERVICES

This Agreement is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025, between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as “City”) and the Advocates for Bartow’s Children, Inc., a Georgia non-profit (hereinafter sometimes referred to as “Advocates” or “Contractee”).

#### W I T N E S S E T H:

**WHEREAS**, pursuant to the City of Cartersville Charter Article I, Section 1.05 (x) the City desires to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort, convenience, morals, and general welfare of the City and its inhabitants; and

**WHEREAS**, the Mayor and City Council of the City of Cartersville deem it is in the interest of the City to enter into the following Agreement to promote and protect the safety, health, peace, security, good order, comfort convenience, morals and general welfare of the City and its inhabitants.

**NOW, THEREFORE**, Contractee desires to perform the following services and/or activity for the City and its inhabitants:

**Section 1.** Contractee will offer safety, comfort and hp to the children and youth by providing resources and support to strengthen our community of families, and as detailed on Exhibit “A” attached hereto and incorporated herein by reference.

**Section 2.** In exchange for Contractee performing the above-described activity and/or services the City will provide Contractee with the following: The City of Cartersville will pay a total of \$50,000.00 to provide the services as indicated on Exhibit “A.”

**Section 3.** Contractee agrees to perform the above described activities within the following time period: February 21, 2025 - June 30, 2025.

**Section 4(a).** Contractee shall during the term of this Contract, prepare and send to the City a quarterly financial report of the previous quarter which indicates at a minimum all funds

received and to whom disbursed, including methodology indicating where or to whom the funds provided by the City were disbursed to. Said reports are due no later than the tenth of the month.

(b). If receipt by Contractee of the funds provided herein exceeds 33⅓ percent of their annual budget, Contractee must comply with the Georgia OPEN MEETINGS ACT, O.C.G.A. § 50-14-1 et. seq. and the Georgia OPEN RECORDS ACT, O.C.G.A. § 50-18-70 et. seq.

(c). Additionally, Contractee shall provide either a notarized affidavit or certified statement from their CPA with a copy of the budget attached as to the percentage of annual funding contributed by the City.

**Section 5.** The City has no responsibility and/or liability for any of the activities and actions of Contractee.

**Section 6.** Contractee agrees to hold harmless the City against any and all claims, actions, or suits against it, relating to this Agreement or the performance of Contractee pursuant to this Agreement and agrees to defend the City in the event such claims are made against the City. In addition, Contractee will reimburse the City for any and all costs incurred by the City in defending any claims against the City arising out of this Agreement or the performance of this Agreement.

**Section 7.** If Contractee fails to perform this Agreement within the time period specified in Section 3, Contractee upon written notification from the City must within ten (10) days make an accounting of all expenditures and costs incurred for the performance of this Agreement and refund and/or reimburse the City all costs and funds disbursed for failure to perform this Agreement within thirty (30) days from the date the service was to be performed.

**Section 8.** The City, upon written notice, may request a report on the progress and/or expenditures of Contractee in performing this Agreement. Upon a request by the City, Contractee will have ten (10) days to respond to said request to the appropriate official.

**Section 9.** Immigration Reform Compliance Requirement. During the entire duration of this contract, Contractor and all sub-contractors must remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code §13-10-91 and §50-36-1.

**Section 10.** All notices and accounting request should be sent to the following:

For the City:           City Manager  
                              City of Cartersville  
                              P O Box 1390  
                              Cartersville, GA 30120

For the Contractee:   Advocates for Bartow's Children, Inc.  
                              PO Box 446  
                              Cartersville, GA 30120  
                              Attn: Rachel Castillo, CEO

**IN WITNESS WHEREOF**, the parties hereto have set their hands and affix their seals  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

CITY OF CARTERSVILLE, GEORGIA

By: \_\_\_\_\_  
                              Matthew J. Santini, Mayor

Attested to:

By: \_\_\_\_\_  
                              Julia Drake, City Clerk

The above Agreement is hereby accepted this \_\_\_\_\_, day of \_\_\_\_\_, 2025.

ADVOCATES FOR BARTOW'S CHILDREN,  
INC.

By: \_\_\_\_\_  
                              Rachel L. Castillo, CEO

By: \_\_\_\_\_  
                              Andre Weaver, Secretary