

**CONTRACT FOR PERFORMING SERVICES**

STATE OF GEORGIA  
CITY OF BARTOW

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the **CITY OF CARTERSVILLE, GEORGIA**, a municipal corporation and political subdivision of the State of Georgia, (hereinafter referred to as “City”) and **RECOVERY BARTOW, INC.**, a Georgia non-profit corporation, (hereinafter referred to as “Contractee”).

**WITNESSETH:**

**WHEREAS**, pursuant to the City of Cartersville Charter Article I, Section 1.03 (h) and (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 deems 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; and

**WHEREAS**, City is receiving settlement funds from the National Opioid Settlement agreements between various drug manufacturers, drug distributors and pharmacies, as authorized by the State of Georgia. Information on such settlements can be found at <https://nationalopioidsettlement.com/>. Pursuant to the various settlement agreements, a portion of the funds is provided to local governments, such as the City, and such funds are to be used for opioid remediation uses, as specified in an exhibit to the settlements labeled “Exhibit E – List of Opioid Remediation Uses.” Exhibit E is attached hereto.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties agree as follows:

1. City agrees to provide Contractee \$10,000.00 (Ten Thousand Dollars) for the 2023-2024 year, from the opioid settlement funds it receives to be used as specified herein.
2. Contractee agrees it will provide opioid remediation uses as listed on Exhibit E, including but not limited to, supporting persons in treatment and recovery (items 6, 10 and 12 of Paragraph B of Schedule B, on page E-6 of Exhibit E).
3. Contractee agrees that it will only use City-provided opioid settlement funds for purposes approved in Exhibit E, which may include purposes not specified in paragraph 4 above, as long as they are listed within Exhibit E.
4. Contractee shall report quarterly to the City regarding the expenditure of the funds and certify that it is expending the funds in compliance with Exhibit E. The Contractee may be

required to provide reports in certain formats if required by the National Opioid Settlement or the City's CFO.

5. The Contractee shall provide various financial information to the City, including but not limited to:

- a. The Contractee shall be required to comply with Executive Order No. 11246 entitled "Equal Employment Opportunity", as amended and with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in the Department of labor Regulations (29 CFR, Part 3).
- b. The Contractee shall also comply with all provisions of the "Georgia Security and Immigration Compliance Act" (O.C.G.A. § 13-10-91 and O.C.G.A. § 50-36-1) and the Immigration Reform and Control Act of 1986 (8 USC § 1621 (c)) and to provide the required documentation regarding said compliance, said documentation being attached hereto as "Exhibit A" and made a part of the official contract documents.
- c. Other various forms of financial documents as may be required.

6. Contractee shall not discriminate against any recipient of services provided through this funding because of race, creed, color, national origin, sex, age, marital status, or the presence of any physical or mental disability.

7. Contractee acknowledges that it is functioning as an independent Contractee in the performance of work under this Agreement. The City shall not direct the time, method or manner of the work performed.

8. This contract shall be for the term July 1, 2023 – June 30, 2024.

9. Either party may terminate this Agreement at any time with at least 90 days' notice.

10. If the funds provided herein to Contractee, exceeds 33 $\frac{1}{3}$  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.

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

12. 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.

13. 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: Recovery Bartow  
Attn: Barbara Hoffman, Executive Director  
109 Stonewall Street  
Cartersville, Ga 30120

14. The foregoing constitutes the entire agreement of the parties, superseding any verbal discussions, and it shall only be modified in writing.

**IN WITNESS WHEREOF**, the parties hereto set their hands and affixed their seals this the date first above written.

**CITY:**

CITY OF CARTERSVILLE, Georgia, a  
municipal corporation of the State of Georgia

Attest:

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

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

[AFFIX SEAL]

**CONTRACTEE:**

RECOVERY BARTOW, INC., a Georgia non-  
profit corporation

Attest:

By: \_\_\_\_\_  
Janet Queen, Secretary

By: \_\_\_\_\_  
Barbara Hoffman, CEO/Executive Dir.

[CORPORATE SEAL]