

## **AGREEMENT**

**THIS AGREEMENT** is made between the CITY OF CARTERSVILLE, a municipal corporation of the State of Georgia (hereinafter referred to as the “City”) and the CARTERSVILLE-BARTOW COUNTY TOURISM COUNCIL, INC. (hereinafter referred to as the “CVB”).

## **WITNESSETH**

**WHEREAS**, the City is a municipal corporation of the State of Georgia under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other governmental entities; and

**WHEREAS**, the CVB is a Georgia non-profit corporation organized under the laws and Constitution of the State of Georgia; and

**WHEREAS**, the CVB provides tourism related support for the City of Cartersville and Bartow County, and promotes the public good and general welfare of the community and related to tourism in the City of Cartersville, Georgia, and additionally promotes trade, commerce, industry and employment opportunities within the City of Cartersville, Georgia; and

**WHEREAS**, the City recognizes the ongoing importance of the CVB in fostering and attracting tourism which promotes the public’s general health, safety, and welfare; and

**WHEREAS**, the City recognizes that the CVB is independent of the City for operational support; although it is in part funded by a hotel-motel tax which is imposed by the City of Cartersville; and

**WHEREAS**, the City owns the Train Depot which is located at 1 Friendship Plaza, Cartersville, GA 30120; and

**WHEREAS**, the City, via an Intergovernmental Agreement dated July 2, 2020, currently allows the Downtown Development Authority (“DDA”) to operate in said Train Depot as a part of its operations to run the Visitor’s Center located therein; and

**WHEREAS**, the DDA is no longer staffed to operate the Visitor’s Center and as such, the City and CVB have agreed that the CVB shall operate said Visitor’s Center; and

**NOW THEREFORE**, in consideration of the mutual consent and promises hereinafter contained, and the sum of \$10.00 and other good and valuable considerations, it is hereby agreed as follows:

1. **RECITALS.** The foregoing recitals, each being true, are made a part of this Agreement by reference.

2. **TERM.** The initial term of this Agreement shall be May 1, 2025 and ending on June 30, 2025, and is automatically renewable for up to five (5) additional one (1) year terms, unless notice is given prior to December 1, of the current term that said Agreement is to be renewed or not renewed.

3. **CITY’S OBLIGATION.**

a. The City will provide office space at the Depot located at 1 Friendship Plaza, Cartersville to provide a Welcome Center and/or Visitor’s Center and other services for the CVB. This will also include regular janitorial services to the CVB at the Train Depot, including additional services as necessary to accommodate festivals and special events, as well as to address any public health concerns that might be encountered.

4. **CVB Obligations:**

- a. The CVB will be responsible for providing an audit of its operations as required by governmental accounting standards and State requirements.
- b. The CVB shall obtain insurance coverage for its use of the Train Depot.
- c. The CVB shall operate a Welcome and/or Visitor's Center at the Train Depot.
- d. The CVB shall provide the following employees and/or services related to the Welcome and/or Visitor's Center:
  - i. One (1) full-time salaried associate (Visitor's Center Manager) and one (1) part-time housing associate (Visitor's Center Assistant);
  - ii. Ideal Activation and Experience Space and a Bartow Merchandise Area which shall feature "By Bartow" products from local merchants;
  - iii. Collaborate with local businesses, artists, and organizations to bring the common areas of the Train Depot to life with interactive displays, live demonstrations, and engaging activities;
  - iv. Organize quarterly gatherings for networking opportunities with visitors and residents of Bartow County; and
  - v. Create an annual event, culminating on the anniversary of the Visitor's Center opening across Friendship Plaza and into Downtown.

5. **GOVERNING LAW.** This Contract and the rights and obligations of the parties hereto (including third party beneficiaries) shall be governed, construed, and interpreted according to the laws of the State of Georgia.

6. **ENTIRE AGREEMENT.** This Contract expresses the entire understanding and all agreements between the parties hereto.

7. **SEVERABILITY.** If any provision of this Contract shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision

or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Contract shall not affect the remaining portions of this Contract or any part thereof.

8. **SURVIVAL OF WARRANTIES.** All agreements, representations, and warranties of the parties hereunder, or made in writing by or on behalf of them in connection with the transactions contemplated hereby, shall survive the execution and delivery hereof, regardless of any investigation or other action taken by any person relying thereon.

9. **COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, and all of which shall constitute but one and the same instrument.

10. **AMENDMENTS IN WRITING.** No waiver, amendment, release, or modification of this Contract shall be established by conduct, custom, or course of dealing, but solely by an instrument in writing only executed by the parties hereto in accordance with the Resolution.

11. **NOTICES.** Except as otherwise specifically provided herein, any notices, demands, approvals, consents, requests, and other communications hereunder shall be in writing and shall be deemed given when the writing is delivered in person or five days after being mailed, if mailed, by certified mail, return receipt requested, postage prepaid, to the County and the Authority, respectively, at the addresses shown below or at such other addresses as may be furnished by the County or the Authority in writing from time to time.

CITY: P.O. Box 1390  
1 North Erwin Street  
Cartersville, GA 30120  
Attention: City Manager

CVB: PO Box 200397  
Cartersville, GA 30120  
Attn: Steven Schumacher

12. **LIMITATION OF RIGHTS.** Nothing in this Contract, express or implied, shall give to any person, other than the parties hereto and their successors and assigns hereunder, any benefit or any legal or equitable right, remedy, or claim under this Contract.

13. **IMMIGRATION REFORM COMPLIANCE REQUIREMENT.** During the entire duration of this Agreement, CVB and its agents shall remain in compliance with Georgia Security and Immigration Compliance Act of 2007 and Georgia code § 13-10-91 and § 50-36-1, as amended.

14. **OPEN RECORDS ACT.** The CVB acknowledges that all records relating to this Agreement and the services to be provided under the contract may be a public record subject to Georgia Open Records Act (O.C.G.A. § 50-18-70, et. Seq.). CVB shall cooperate fully in responding to such request and make all records, not exempt, available for inspection and copying as provided by law.

15. **JURISDICTION.** The terms of this Agreement shall be construed and interpreted under, and all respective rights and duties of the parties shall be governed by, the laws of the State of Georgia. Venue and jurisdiction for any disputes or litigation related thereto shall be the Bartow County Superior Court.

**IN WITNESS WHEREOF** the parties hereto have made and executed this Agreement as of the day and year written below.

This \_\_\_\_ day of \_\_\_\_\_, 2025.

**CITY:**

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

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

Attest:

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

**CVB:**

CARTERSVILLE-BARTOW COUNTY TOURISM  
COUNCIL, INC.

By: \_\_\_\_\_  
Steven Schumacher, President

Attest:

By: \_\_\_\_\_  
Jennifer Wiggins Matthews, Secretary