

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 of the State of Georgia, (hereinafter referred to as “City”) and **ETOWAH BUSH SCHOOL and ONLY IN CARTERSVILLE BARTOW TOURISM**, (hereinafter collectively referred to as “Contractee”).

W I T N E S S E T H:

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 and Bartow County desire to commit \$8,000.00 each, for the development of the following for the community: 1) Historic Register Designation, 2) Civil Rights Trail, 3) Virtual/Audio Walking Tour, 4) Digital Repository of Archival Materials, 5) Shared Calendar and 6) Local Partnerships.

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

1. City agrees to provide Contractee \$8,000.00 (Eight Thousand Dollars) for the 2023-2024 year, from the city’s Hotel/Motel Tax Funds it receives to be used as specified herein.
2. Contractee agrees it will provide the following services:
 - a. Historic Register Designation: Research and complete applications for all eligible districts and historic sites not listed on the National Register of Historic Places. This list includes:
 - i. George Washington Carver Park;
 - ii. Camp Pine Acres;
 - iii. Summer Hill District (Summer Hill School, Brotherhood Lodge, Mt. Zion MBC, St. Luke A.M.E. Church);
 - iv. Black Pioneers Cemetery (Euharlee);
 - v. St. James A.M.E. Church (Cassville); and
 - vi. Queen Chapel Methodist Church Cemetery (Kingston).

- b. Civil Rights Trail: Advocate and submit application for Civil Rights Trail designation for GWC Park and Camp Pine Acres.
- c. Virtual/Audio Walking Tour: Create a virtual audio walking tour for the first 9 sites on the AAHT in Downtown Cartersville. The audio of the tour will be comprised of various local community members who frequented the downtown area between the years of 1940 through the late 1960's.
- d. Digital Repository of Archival Material: Create an easily accessible digital repository that allows the public access to documents, photographs, and artifacts related to each site on African American Heritage Trail. Currently, there is not a central location where these items are properly scanned, identified, organized, and digitized.
- e. Shared Calendar: A focus on creating a shared calendar between open and operating sites that will allow the ability to efficiently address the requests for walking and driving tours via the Only in Cartersville Bartow website.
- f. Local Partnerships: A focus on creating and maintaining relationships with local partners, such as and not limited to, Art in Bartow, Black Bartow, Noble-Hill Wheeler Memorial Center, Etowah Valley Historical Society, etc. in fostering a community partnership in the pursuit of historical and cultural tourism.

3. Contractee shall report quarterly to the City regarding the expenditure of the funds and certify that it is expending the funds in compliance with all State and Federal requirements. The Contractee may be required to provide reports in certain formats if required.

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

- a. 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.
- b. Other various forms of financial documents as may be required.

5. 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.

6. 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.

7. This contract shall be for the term as of April 1, 2023, through and including March 31, 2024.

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

9. 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.

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

11. 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.

12. 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: Etowah Bush School
c/o Only in Cartersville Bartow Tourism
PO Box 200397
Cartersville, GA 30120

Only in Cartersville Bartow Tourism
PO Box 200397
Cartersville, GA 30120

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

[REMAINDER OF PAGE LEFT BLANK – SIGNATURES ON NEXT PAGE]

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:

ETOWAH BUSH SCHOOL

By: _____
Alexis Carter-Callahan,
Historical Consultant

ONLY IN CARTERSVILLE BARTOW
TOURISM

By: _____
Steven Shumacher, President