

STATE OF GEORGIA
COUNTY OF BARTOW

CONTRACT FOR PERFORMING SERVICES

This Agreement is entered into as of the ____ day of June, 2024, between the City of Cartersville, Georgia, a municipal corporation of the State of Georgia, (hereinafter referred to as “City”) and the Cartersville-Bartow Tourism Council, Inc., a Georgia non-profit (“CVB”) hereinafter referred to as “Contractee.”

WITNESSETH:

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,

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,

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

Section 1. CVB will provide marketing at LakePoint for the Baseball Village Kiosk.

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 \$18,125.00 for its one-half share of the marketing at LakePoint.

Section 3. Contractee agrees to perform the above described activities within the following time period: June 1, 2024 - January 15, 2025

Section 4(a). Contractee shall by the tenth of each month during the term of this Contract prepare and send to the City a monthly financial report of the previous month 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.

(b). If Contractee of the funds provided herein exceed 33 1/3% of their annual budget 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: Cartersville-Bartow County Tourism Council, Inc.
 PO Box 200397
 Cartersville, GA 30120
 Attn: Steven Schumacher

IN WITNESS WHEREOF, the parties hereto set their hands and affix their seals this _____ day of June, 2024.

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 June, 2024.

CARTERSVILLE-BARTOW COUNTY
TOURISM COUNCIL, INC.

By: _____
 Steven Schumacher, President

By: _____
 Jennifer Wiggins Matthews, Secretary