

CONTRACT FOR PERFORMING SERVICES

STATE OF GEORGIA

COUNTY OF BARTOW

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 ROTARY CLUB OF ETOWAH hereinafter 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 1.05 (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 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,

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

To provide a Fourth of July fireworks spectacular at Dellinger Park.

Section 1. The City and Contractee agree to the following terms and conditions for good and valuable considerably received and in exchange for Contractee performing the above described activity and/or services the City will provide Contractee with the following:

- (a) Six (6) police officers at mutually agreed upon hours;
- (b) Two (2) firefighters on a ATV Response Unit from noon to the end of the event;
- (c) Contact Metro Atlanta EMS to request an ambulance to be stationed on site;
- (d) One (1) fire truck at 8:30 PM to the end of the event;
- (e) The City of Cartersville shall be responsible for all costs associated with any and all of the above City employees and equipment;
- (f) The City of Cartersville shall contribute to the fireworks display the sum of Seven Thousand Dollars (\$7,000);

(g) The time to be spent, services performed and location of all personnel shall be approved by the City at least ten (10) days prior to the event and said information will be provided to the Rotary Club of Etowah:

(h) The Ten Dollar (\$10) parking charge at Dellinger Park, on July 4th, shall be retained by Contractee;

Section 2. Contractee agrees to perform the described activities within the following time period and has entered into a separate contract with JRM Management Services, Inc to operate said event.

The Contractee and its subcontractor JRM Management Services, Inc. shall operate and provide a firework display and provide the following services at Dellinger Park on July 4, 2024, or other mutually agreed upon date, weather permitting.

Section 3. The City has no responsibility and/or liability for any of the activities and actions of Contractee.

Section 4. 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 5. If Contractee fails to perform this Agreement within the time period specified in Section 2, 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 6. 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 7. 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 8. All notices and accounting requests should be sent to the following:

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

For the Contractee: ROTARY CLUB OF ETOWAH  
P.O. Box 2221  
Cartersville, GA 30120

IN WITNESS THEREOF, the parties hereto set their hands and affix their seals  
this \_\_\_\_ day of \_\_\_\_\_, 2024.

Signed, sealed and delivered in the presence of: CITY OF CARTERSVILLE, GA

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Julia Drake, City Clerk

The above Agreement is hereby accepted this \_\_\_\_\_, day of \_\_\_\_\_,  
2024.

Signed in the presence of: ROTARY CLUB OF ETOWAH

\_\_\_\_\_  
Witness

By: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Its: \_\_\_\_\_