

DALTON PARKS & RECREATION DEPARTMENT
GENERAL PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT, made this ___20th___ day of ___February_____, 2023,
between:

THE CITY OF DALTON, a municipal corporation organized and operating under the laws of the State of Georgia, with a business address of 300 West Waugh Street Dalton, GA 30720, hereinafter referred to as the "CITY."

and

CLC Photography hereinafter referred to as "PROVIDER". CITY and PROVIDER may hereinafter collectively be referred to as "the Parties".

In consideration of the mutual obligations of the Parties and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree as follows:

WITNESSETH:

THAT WHEREAS, the City of Dalton has determined that the most feasible method of providing photography services for youth sports is by contracting the service to one provider under the terms and conditions hereinafter defined; and

WHEREAS, the CITY has made due and proper advertisement of the nature and terms of this Contract and has accepted the proposal of PROVIDER.

NOW, THEREFORE, for and in consideration of the premises and the mutual considerations hereinafter set forth, the CITY and PROVIDER hereby agree to the terms and conditions hereinafter set forth:

Terms of Contract: This Agreement shall become effective as of the date stated herein above and continue in effect until the services provided for pursuant to this Agreement have been performed for one calendar year unless otherwise terminated as provided herein. The PROVIDER shall commence work as of February 20, 2023 and continue said services through January 31, 2025. The Agreement may renew for two separate additional calendar years upon the

mutual written consent of the CITY and PROVIDER for the CONTRACT AMOUNT provided for herein below.

- 1. Contract Amount:** A pre-determined per package amount sold will be returned to Dalton Parks and Recreation after each scheduled photography service. **Agreed upon per package amount will be \$4.00.** Supporting documentation on the total packages sold must be sent to the CITY to the attention of the Parks & Recreation Director, 904 Civic Drive, Dalton, GA, 30720.
- 2. General Terms and Conditions:**
 - a. PROVIDER will provide photography services for all youth sports programs
 - b. Prices of picture packages or updates to pricing, must be submitted to the Parks & Recreation Director for approval.
 - c. Provide sufficient staffing and equipment to complete all team and individual photos in a timely manner.
 - d. Deliver picture day information forms to the Recreation Department for each individual player no later than 14 days prior to picture day. Hard copy or email forms are both acceptable.
 - e. Collect and account for all money paid for photo packages while offering a variety of methods of payment.
 - f. Return all photos to the Recreation Department for distribution OR PROVIDER may mail purchased photographs directly to players. Must be delivered within 2 weeks after the scheduled picture day.
 - g. Provide all customers with clear, properly formatted, professional-quality color prints.
 - h. Resolve any problems associated with photo sessions or with the delivered products.
 - i. Provide a report within 30 days of the photography session showing the total sales generated from each photography session.
 - j. Agree to pay Dalton Parks and Recreation a set amount for each package sold for each sport program's photography session. This should be paid within 15 days of the generated total sales report.

- k.** All service performed by the PROVIDER shall be prompt and courteous.
 - l.** This Agreement may not be assigned or sublet by the PROVIDER without the prior written consent of the CITY.
 - m.** Should PROVIDER violate any term or provision of this Contract and fail to remedy the same within thirty (30) days' notice after default, CITY may immediately terminate the contract.
 - n.** Contract can be terminated by either party with a thirty (30) day written notice to the other party.
3. **E-VERIFY** - PROVIDER shall be required to be registered for and comply with Federal E-Verify requirements and the requirements of the Georgia Security and Immigration Compliance Act, O.C.G.A. § 13-10-91. PROVIDER shall submit the required affidavit promulgated by the Georgia Department of Labor to affirm its compliance. "E-Verify" is an internet-based employment eligibility verification program, operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA), that allows employers to electronically verify through an online government database the work eligibility of newly hired employees. E-Verify is administered by U.S. Citizenship and Immigration Services
4. **INSURANCE:** CITY will maintain property and liability insurance on all facilities. PROVIDER shall obtain and show evidence of the Certificate of Liability Insurance by the delivery of the applicable insurance policy to the Parks & Recreation Director, listing the City of Dalton as additional insured
- a. PROVIDER shall not provide any service until all insurance required under this paragraph has been obtained and approved by the CITY
 - b. Certificates of Insurance reflecting evidence of the required insurance shall be filed with the CITY prior to the commencement of this Agreement. These Certificates shall contain a provision that coverages afforded under these policies will not be canceled until at least forty-five days (45) prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Georgia

- c. Insurance shall be in force until the obligations required to be fulfilled under the terms of the Agreement are satisfied. In the event the insurance certificate provided indicated that the insurance shall terminate and lapse during the period of this Agreement, then in that event, the PROVIDER shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The PROVIDER shall not provide any service pursuant to this Agreement unless all required insurance remains in full force and effect.
- d. Commercial General Liability insurance to cover liability bodily injury and property damage. The City of Dalton must be listed as an additional insured. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

\$1,000,000	Combined Single Limit – each occurrence
\$2,000,000	Combined Single Limit – general aggregate
\$1,000,000	Personal Injury
\$1,000,000	Products/Completed Operations Aggregate
- e. PROVIDER shall have its insurer name the CITY OF DALTON as an additional insured on its Business Liability policy, in the amounts listed in the City Vendor Packet.
- f. Worker’s Compensation insurance shall be maintained during the life of this Agreement to comply with the statutory limits for all employees, and in the case any work is sublet, the PROVIDER shall require the subcontractor(s) similarly provide Workers Compensation Insurance for all the latter’s employees unless and until such employees are covered by the protection afforded by the PROVIDER. The PROVIDER and his subcontractors shall maintain during the life of this Agreement Employers Liability Insurance. The following limits must be maintained:

A. Workers Compensation	Statutory
B. Employer's Liability	\$100,000 Each Accident
	\$ 500,000 Disease Policy
	\$100,000 Disease-each Employee

- g. If PROVIDER claims to be exempt from this requirement, PROVIDER shall provide CITY proof of such exemption along with a written request for CITY to exempt PROVIDER, written on PROVIDER or subcontractor's letterhead.
- h. PROVIDER shall also maintain Auto Liability and Directors and Officers insurance with limits reasonably acceptable to CITY during the term of this Agreement.
- i. The CITY shall each be named as an additional insured and loss payee on all policies required by this Agreement

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized officers.

PROVIDER:

BY: _____

TITLE: OWNER

COMPANY: CLS Photography

CITY:

BY: _____

David Pennington, MAYOR

ATTEST:

BY:

Bernadette Chattam, CITY CLERK