

**CITY OF COLLEGE PARK  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Service Agreement ("**Agreement**") is entered to by and between the City of College Park Georgia, a Georgia municipal corporation ("**City**") and Ignite Resource Center, a Georgia non-profit 501(c)(3) organization, who together may also be collectively referred to as the "**Parties**," do agree as follows:

**RECITALS**

**WHEREAS**, the general purpose of this Agreement is to engage in services of Contractor to perform the services performed in Exhibit "A" that is attached to this Agreement.

**WHEREAS**, the City is authorized under state law to provide public health services, recreational programs, arts and sciences programs and to promote and protect public health, safety, general welfare, and aesthetics.

**WHEREAS**, the parties entered into this agreement to establish a community resource center dated Jun 28, 2019.

**WHEREAS**, the community resource center has and will continue to substantially benefit the City by providing services and programs the city is authorized to provide.

**NOW THEREFORE**, for and in consideration of the forgoing Recitals and the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Parties agree as follows:

1. This agreement represents the entire understanding of the Parties and may not be modified except by written agreement of the Parties and supersedes all prior written and oral agreements.
2. For and in consideration of the salary payments and other considerations hereinafter mentioned to be made by the City, Contractor agrees to provide the services enumerated in Exhibit "A", which is attached hereto and incorporated herein.
3. Unless terminated by operation of and in accordance with this Agreement or pursuant to O.C.G.A. & 36-60-13, this agreement shall commence on July 1, 2024, and shall continue in full force and effect through June 30, 2025, at which time this Agreement shall terminate without further obligation on behalf of the City. The Agreement may only be extended thereafter by written agreement, unless terminated earlier by operation of and in accordance with this Agreement.
  - A. The City shall determine no less than forty-five (45) days prior to the end of the Term whether or not said Agreement shall be renewed. Such determination shall be made

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at the sole discretion of the City and may depend on factors such as budgeted funding for the subsequent fiscal year, performance of contractor, or any other factors the City may choose to consider period. The City shall notify contractor in writing of its decision not to renew this Agreement no less than 30 (30) calendar days before the end of the Term.

b. Notwithstanding anything contained above, this Agreement shall terminate at such time as appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of the City under the agreement. This Agreement is not deemed to create a debt of the City for the payment of any such beyond the Term, in the event of renewal, beyond the Successive Terms.

4. The City's contractual obligation to Contractor shall be \$50,000 annually and shall be paid in quarterly installments in the amount of \$12,500.00 commencing July 1, 2024 through June 30, 2025. Contractor shall submit an invoice to the city for each quarterly installment payment (July 1, 2024, October 1, 2024, January 1, 2025, April 1, 2025).
5. The Contractor shall perform all services here under as an independent contractor and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principle and agent or master and servant or employer and employee between the parties hereto or any affiliates, subcontractors, or subsidiaries thereof, or to provide either party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other party.
  - a. The Contractor also agrees not to be treated, or seek to be treated, as an employee of the City for any purpose, including for the purpose of any benefits provided by the City, or for disability income, workers compensation, social security taxes and benefits, Federal unemployment compensation taxes, State unemployment insurance benefits, and/or Federal income tax withholding.
  - b. The Contractor shall be solely responsible for all compensation, benefits, insurance and rights of Contractor's employees during the courses of or arising or accruing as a result of any employment, whether past or present, with the Contractor, as well as all legal costs including attorneys' fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment. Accordingly, the City does not assume any liability for or direct payment of any salaries, wages, contribution to pension funds, insurance premiums or payments, workers' compensation benefits under O.C.G.A. & 34-9-1, et seq., or any other benefits or amenities of employment to any of the Contractor employees or any other liabilities whatsoever, unless otherwise specifically provided herein.
6. The Contractor hereby represents that the Contractor has maintained and at all times will maintain timely payments of all taxes due to the Internal Revenue Service and all other

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government agencies, including withholding and all other taxes. The Contractor understands that any and all payments made to the Contractor by the City will be reported on a Form 1099, and that the Contractor is responsible for any and all federal, state and local taxes due on such amounts. The Contractor must provide a W-9 to the City to receive payment. The Contractor agrees to hold harmless and indemnify the City and its officials, officers, employees and agents against any loss or damage (including reasonable attorneys' fees) that may be sustained by reason of the failure of the Contractor to comply with such laws, ordinances, regulations or codes.

7. The City reserves the unilateral right to terminate the Agreement for any reason at any time.
8. Contractor reserves the unilateral right to terminate this Agreement by giving thirty (30) days' advance notice of such termination to the City.
9. All notices required or permitted to be given under this Agreement shall be in writing (the "Notice") and deemed given when (a) hand delivered by the sender and properly receipted for by a responsible person of the receiving party, (b) deposited in the United States Mail, properly addressed, with sufficient postage affixed, via first class mail, return receipt requested, or (c) via Federal Express, UPS or similar national overnight courier service with delivery charges prepaid with a copy sent that same day via (a), (b), or (c). All Notices shall be addressed as follows:

**For the City:**

City of College Park  
Attention: Dr. Emmanuel Adediran, FMP, MS, DMIN  
3667 Main Street  
College Park, Georgia 30337  
Telephone No 404-669-3756  
Fax No. 404-762-4607

**For Contractor:**

Ignite Resource Center  
Attention: Rose Stewart, Executive Director  
3707 Main Street  
College Park, Georgia 30337  
Phone: 770-702-0522

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10. Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City, its officers, employees, (collectively, "Releasee"), from any and all claims demand, liabilities, penalties, losses, costs or expenses, including attorneys' fees and litigation expenses, for injury to any person, loss or damage to any property caused by, growing out of, or otherwise happening in connection with this Agreement, due to any act or omission, including violations of applicable laws, on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of or on behalf of Contractor. Contractor's obligation to indemnify any Releasee shall survive the expiration or termination of this Agreement by either Party for any reason.
11. The Agreement may be amended at any time by the mutual consent of the Parties hereto, provided that no such amendment shall be effective unless reduced to writing and signed by all Parties.
12. Contractor shall participate in the federal work authorization program throughout the contract period, as provided in O.C.G.A. & 13-10-91. Contractor shall be required to at the time of the execution of this Agreement, provide a signed, notarized affidavit, attesting that it has registered with, is authorized to use, and uses the federal work authorization program; it will continue to use the federal work authorization program throughout the contract period; and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractors federal work authorization program user identification number and the date of authorization shall be included in the affidavit.
13. Notwithstanding anything in this Agreement to the contrary, in the event Contractor desire to use a trademark or any design/logo owned or controlled by the City (each a "Mark" and together, the "Marks"), Contractor shall first submit a sample of the concept of the proposed use to the City Manager's Office for prior written approval, which approval may be withheld in the sole discretion of the City Manager. Any such use by Contractor shall create no rights for Contractor in or to the Mark. Each Mark shall remain at all times the sole and exclusive intellectual property of the City, and the City shall have the right, from time to time, to request samples of use from which it may determine compliance with these term and conditions. Notwithstanding any provision of this Agreement to the contrary, the City reserves in its sole and absolute discretion, the right to prohibit use of its Marks.

**SIGNATURES ON NEXT PAGE**

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**EXHIBIT "A"**

**Professional Services Agreement Addendum**

1. Services provided by Ignite Resource Center are for the residents of the City of College Park, GA, who are in need of resource information for support systems. Support systems are to include, but are not limited to, resource information concerning the need for food, clothing, shelter information, job resource information, legal information, and grief counseling for those experienced loss experiencing loss.
2. Center services will be maintained remotely for 20 hours per week from 10:00 a.m. to 3:00 p.m. on Monday through Thursday. Schedule meetings and appointments with residents, partners, and sponsors will be held at Club E, 3707 Main St. College Park, Georgia 30337.
3. The Center will partner with professional consultants to conduct free seminars throughout the year on financial budgeting, healthcare, life insurance, and employment/training services.
4. The Center will provide resource materials and phone line wherein assistance calls can be received. The Center we will coordinate with the City of College Park Police Department, the United way, the American Red Cross, and other local community programs in the Tri-Cities area to serve as a one-stop shop by providing resource information for persons who are homeless due to life challenges or tragedies, unemployed or underemployed, and in financial need, and in need of food or clothing. The Center will not provide all of these resources but will assist persons in their efforts to locate critical resources. In addition, the Center will coordinate and facilitate local and citywide community outreach projects designed to enhance the quality of life for the residents of College Park.
5. Center services and activities will be maintained by an Executive Director and two Program Coordinator/Resource Specialists who will be contracted on a part time basis.
6. The annual budget for the Center for fiscal year 2024-25 is \$50,000 and will be administered as follows:

Part-time Executive Director - \$24,000 annual salary

Part-time Program Coordinator/Resource Specialist 2 - \$12,000 annual salary

Part-time Program Coordinator/Resource Specialist 1 - \$10,000 annual salary

Workshop expenses - \$4,000 annually

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Agreed to this \_\_\_ day of \_\_\_\_, 2024.

City of College Park, Georgia

\_\_\_\_\_  
Bianca Motley Broom, Mayor

ATTEST:

\_\_\_\_\_  
Shavala Ames, City Clerk

Ignite Resource Center

\_\_\_\_\_  
Rose Stewart  
Executive Director