

**CITY OF COLLEGE PARK  
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“**Agreement**”) is entered into by and between the City of College Park, Georgia, a Georgia municipal corporation (“**City**”) and Ignite Resource Center CP Inc., a Georgia, non-profit 501(c)(3) organization, (“**Contractor**”), 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 described 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**, a community resource center has and will continue to substantially benefit the City by providing services and programs the City is authorized to provide.

**WHEREAS**, the parties desire to enter into this Agreement for Contractor to provide the services outlined herein.

**NOW THEREFORE**, for and in consideration of the foregoing 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/or oral agreements.
2. For and in consideration of the use of certain city-owned facilities at no cost and other consideration hereinafter mentioned to be made by the City, Contractor agrees to provide as the services and resources 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, 2023, and shall continue in full force and effect through June 30, 2024 (“Term”), at which time this Agreement shall terminate without further obligation on behalf of the City. The Agreement may only be extended thereafter by written mutual agreement, unless terminated earlier by operation of and in accordance with this Agreement.
4. In exchange for the Contractor’s Services, the City shall permit the City to use certain city-owned facilities at no cost for its following annual events:
  - a. Back 2 School Resource Fair;
  - b. Thanksgiving Turkey Giveaway at the GICC; and
  - c. Holiday Gift Programs for youth and seniors at Wyatt Recreation Center.

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Contractor understands and agrees to provide at least ninety (90) days' notice of the dates and times of such events. The City reserves the right to change the venue location at any time for any reason.

5. The Contractor shall perform all services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal 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 purposes 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 course 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 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 and codes.
7. The City reserves the unilateral right to terminate the Agreement for any reason at any time.

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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 received 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: City Manager  
3667 Main Street  
College Park, Georgia 30337

**For Contractor:**

Ignite Resource Center CP Inc.  
Attention: Rose Stewart, Executive Director  
3707 Main Street, Suite 106, Atlanta, GA 30337  
Atlanta, Georgia 30337

10. Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the City, its officers, employees, (collectively, "Releasees"), from any and all claims, demands, 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 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

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subcontractors who present an affidavit containing the above information. Further, to the extent that a subcontractor is utilized, the subcontractor's federal work authorization program user identification number and the date of authorization shall be included in the affidavit.

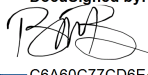
13. Notwithstanding anything in this Agreement to the contrary, in the event Contractor desires to use a trademark or any design/logo owned or controlled by the City (each a "Mark" and together, the "Marks"), Contractor shall first submit a sample of the concept of the proposed use to the City Manager's 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 terms 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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Agreed to this 1st day of July, 2023.

City of College Park, Georgia

DocuSigned by:  
  
C6A60C77CD6E486...  
Bianca Motley Broom, Mayor

**ATTEST:**

DocuSigned by:  
  
49E02F4673884E5...  
Shavala Ames, City Clerk

Ignite Resource Center CP Inc.

DocuSigned by:  
  
C87429DFD74C40E...  
Rose Stewart, Executive Director

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**EXHIBIT “A”**

**Professional Services Agreement Addendum**

1. Contractor will house a Community Resource Center (the “Center”) for residents of the City of College Park, Georgia 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, utility and rent assistance, senior services, youth empowerment services, shelter information, job resource information, behavioral health counseling, and legal assistance.
2. The Center will be located at Ignite Resource Center, located at 3707 Main Street, Suite 106, College Park, Georgia 30337. The scheduled hours of operation for the Center are to be 11:00 a.m. until 3:00 p.m. on Monday through Thursday.
3. Professional consultants will conduct free seminars throughout the year on financial budgeting, healthcare, employment/training services, and legal aid.
4. The Center will provide resource materials, a website, and a dedicated phone line wherein assistance calls can be received. The Center will coordinate with the COPS Division of 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 to provide resource information for persons who are homeless due to life challenges or tragedies, unemployed or underemployed and in financial need, or in need of food or clothing. The Center will not provide these resources, but will assist persons in their efforts to locate critical resources.
5. The Center will be maintained by a Program Coordinator and an Assistant Coordinator who will be contracted on a part-time basis.