

**SERVICE AGREEMENT
BY AND BETWEEN
CGI COMMUNICATIONS, INC. D/B/A CGI DIGITAL AND
THE CITY OF FOREST PARK, GEORGIA**

This Agreement (“Agreement”) is made and entered into this _____ day of June, 2022 by and between CGI Communications, Inc. D/B/A CGI Digital (hereinafter, “CONTRACTOR”) and the City of Forest Park, Georgia (hereinafter, “City”) (CONTRACTOR and City sometimes referred to herein as “Parties”).

W I T N E S S E T H:

WHEREAS, City desires to engage the services of CONTRACTOR to create a community showcase video program as shown on Exhibit A (the “Project”); and

NOW, THEREFORE, in consideration of the promises and mutual agreements herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Services.

(a) Subject to the terms and conditions set forth in this Agreement, City hereby retains CONTRACTOR to provide the services set forth in Exhibit A. In the event any of the terms of this Agreement conflict with the terms of Exhibit A, the terms of this Agreement shall govern.

(b) This agreement may be terminated at any time for the convenience of the City upon 30 days’ written notice.

2. Compensation. CONTRACTOR shall NOT receive compensation from the City for the services provided hereunder.

3. Independent Contractor. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Parties. This Agreement shall not render the City an employer, partner, agent of or joint venturer with CONTRACTOR for any purpose. CONTRACTOR shall have no claim against City for vacation pay, sick leave, retirement, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind whatsoever. The consideration set forth in the CONTRACTOR shall be the sole payment for services rendered. CONTRACTOR will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law. CONTRACTOR shall also be responsible for all statutory insurance and other benefits required by law. Independent Contractor shall provide City with a completed W-9 form.

4. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. The parties hereby agree that the venue for any lawsuit filed by any person

pursuant to this Agreement shall only be in Clayton County, Georgia. Each party hereby irrevocably submits itself to the original jurisdiction of the state and federal courts sitting in or having jurisdiction over Clayton County, Georgia with regard to any controversy in any way relating to the execution, delivery or performance of this Agreement. If any of the provisions of this Agreement shall be declared invalid or unenforceable by laws applicable thereto, or unenforceable as to certain parties, then the performance of said provision shall be excused by the parties hereto and the remaining provisions of this Agreement shall remain in full force and effect.

(b) CONTRACTOR may not assign this Agreement, in whole or in part, without the prior written consent of City. City may assign this Agreement, in whole or in part, without the prior consent of CONTRACTOR; however, City shall provide CONTRACTOR with prior written notice of any such assignment.

(c) This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

(d) The headings contained herein are for the convenience of the parties only and shall not be interpreted to limit or affect in any way the meaning of the language contained in this Agreement.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

(f) If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and accordingly, the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein.

(g) This Agreement, including all exhibits hereto (which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties hereto. No waiver, termination or discharge of this Agreement, or any of the terms or provisions hereof, shall be binding upon either party hereto unless confirmed in writing. This Agreement may not be modified or amended, except by a writing executed by both parties hereto. No waiver by either party hereto of any term or provision of this Agreement or of any default hereunder shall affect such party's rights thereafter to enforce such term or provision or to exercise any right or remedy in the event of any other default, whether or not similar.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties intending to be legally bound hereby, have executed this Agreement as of the date first above written.

CGI COMMUNICATIONS, INC. D/B/A CGI
DIGITAL

By:_____

CITY OF FOREST PARK, GEORGIA

By:_____

Exhibit A