

LANDSCAPING SERVICES AGREEMENT

This Landscaping Services Agreement ("Agreement") is made and entered into this 12 day of August, 2024, by and between the **DEVELOPMENT AUTHORITY OF THE CITY OF FOREST PARK** ("AUTHORITY") and **ANDERSON LAWN CARE, LLC**, a Georgia corporation ("Contractor").

WHEREAS, the AUTHORITY desires to engage Contractor, and Contractor agrees to render certain technical advice and professional services to the AUTHORITY pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **SERVICES.** Contractor agrees to provide professional services to the AUTHORITY as detailed in **Exhibit A** ("Services"). If any services to be performed are not specifically listed in Exhibit A or herein but are reasonably necessary to accomplish the purpose of this Agreement, Contractor agrees to perform such services at the direction and approval of the AUTHORITY Chair or his/her designee. In the event of any conflict between the terms of Exhibit A and this Agreement, the terms of this Agreement shall control.
2. **COMPENSATION.** In consideration for the Services described herein, the AUTHORITY shall pay to Contractor a weekly fee equal to the aggregate of the service fees, as further detailed in **Exhibit B**, for each property serviced hereunder, provided such fees shall not exceed the amount of One Thousand One and 75/100's Dollars (\$1,001.75) per week. The AUTHORITY agrees to pay Contractor's invoices within thirty (30) days of receiving same. Contractor acknowledges that the fees specified here shall include any and all sales and use taxes and Contractor shall be responsible for payment of any such sales and use taxes on any invoices submitted for the services provided under this Agreement.
3. **TERM.** This Agreement shall commence on the date all parties have executed the Agreement ("Effective Date") and shall terminate absolutely without further obligation on the part of the AUTHORITY on June 30, 2024 ("Initial Term"). Upon the expiration of the Initial Term, this Agreement will automatically renew for one additional twelve (12) month period unless the AUTHORITY provides written notice of non-renewal to the Contractor at least thirty (30) days prior to the expiration of the Initial Term.
4. **RELATIONSHIP OF THE PARTIES.**
 - (a) **Independent Contractors.** Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between the AUTHORITY and Contractor. This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between the AUTHORITY and Contractor. It is expressly agreed that Contractor is acting

as an independent contractor and not as an employee in providing the Services under this Agreement.

- (b) Employee Benefits. Contractor shall not be eligible for any benefit available to employees of the AUTHORITY including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.
- (c) Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for the AUTHORITY.

5. WARRANTY ON SERVICES RENDERED. The standard of care applicable to Contractor's services will be the degree of skill and diligence normally employed by professional contractors performing the same or similar services at the time said services are performed. Contractor will re-perform any services not meeting this standard without additional compensation. Contractor warrants that any services it conducts will be adequate and sufficient to accomplish the purposes for which they are performed, and no review or approval thereof by the AUTHORITY shall be deemed to diminish this warranty in any way.

6. TERMINATION FOR DEFAULT.

- (a) The AUTHORITY may, subject to the provisions of subparagraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this Agreement in any one of the following circumstances; (i) if the Contractor fails to perform this Agreement within the time specified herein or any extension thereof; or (ii) if the Contractor fails to perform any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and does not cure such failure within a period of ten (10) days after receipt of notice from the AUTHORITY specifying such failure.
- (b) In the event the AUTHORITY terminates this Agreement in whole or in part as provided in subparagraph (a) above, the AUTHORITY may procure, upon such terms and in such manner as the AUTHORITY may deem appropriate, services, similar to those so terminated, and the Contractor shall be liable to the AUTHORITY for any excess costs for the same, including without limitation all cost and expenses of the type specified in the "WARRANTY" paragraph of this Agreement; provided, that the Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- (c) The Contractor shall not be liable for any excess costs if the failure to perform this

Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor; such causes may include, but are not limited to, acts of God, or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, flood, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The term "subcontractor" shall mean subcontractor at any tier.

- (d) If, after notice of termination of this Agreement under the provisions of subparagraph (a) above, it is determined for any reason that the Contractor was not in default under the provisions above or that the default was excusable under the provisions of subparagraph (c) above, the rights and obligations of the parties shall be the same as if the notice of termination has been issued pursuant to the "Termination for Convenience" paragraph of this Agreement.
 - (e) The rights and remedies of the AUTHORITY provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
7. **TERMINATION FOR CONVENIENCE.** The AUTHORITY may at any time by thirty (30) days written notice terminate all or any part of this Agreement for the AUTHORITY's convenience. If this Agreement is terminated, in whole or in part, for the DA's convenience, the Contractor shall be paid for all services rendered through the date of termination at the rates specified herein. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
8. **DISPUTES.** Pending resolution of any dispute hereunder, the Contractor shall proceed diligently with the performance of work in accordance with the AUTHORITY's direction.
9. **INDEMNIFICATION.** To the fullest extent permitted by law, Contractor agrees to indemnify and hold harmless the AUTHORITY and its governing officials, agents, employees, and representatives (collectively, the "AUTHORITY Indemnitees") from and against any and all liabilities, demands, losses, damages, fines, penalties, costs or expenses (including reasonable attorney's fees and costs), incurred by any AUTHORITY Indemnitee as a result of or arising out of (i) the wrongful misconduct or negligence (including fraud) of Contractor or its employees, agents, and representatives in performing this Agreement; (ii) a material breach by Contractor of its covenants; or (iii) failure by Contractor or its employees, agents, and representatives to comply with all applicable federal, state, or local law, rule or regulation in connection with services provided under this Agreement. This

obligation shall survive termination. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Clause. In any and all claims against the AUTHORITY or any of its agents or employees, by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation set forth in this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workman's compensation acts, disability benefit acts or other employee benefit acts.

10. RISK MANAGEMENT REQUIREMENTS. The Contractor shall abide by the AUTHORITY's applicable Risk Management Requirements, attached to this Agreement as **Exhibit C**, and incorporated herein by reference.

11. COMPLIANCE WITH APPLICABLE LAWS. Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal laws, ordinances, rules, and regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

12. WORK ON THE AUTHORITY'S DESIGNATED PREMISES. In the event that the Contractor, the Contractor's employees or agents or the Contractor's subcontractors enter the DA's designated premises for any reason in connection with this Agreement, the Contractor and such other parties shall observe all security requirements and all safety regulations.

13. CONFLICTS OF INTEREST. Contractor warrants and represents that:

- (a) The Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing;
- (b) Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and
- (c) Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement. The parties agree that Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

14. ASSIGNMENT AND SUBCONTRACTING. The Contractor shall not assign this Agreement or any portion of this Agreement, nor shall the Contractor subcontract for goods or completed or substantially completed services purchased hereunder without the prior express written consent of the AUTHORITY. No assignment or subcontract by the

Contractor, including any assignment or subcontract to which the AUTHORITY consents, shall in any way relieve the Contractor from complete and punctual performance of this Agreement, including without limitation all of the Contractor's obligations under the warranty provisions of this Agreement.

15. ATTORNEYS' FEES. Both parties agree to pay reasonable attorneys' fees to the other party should either party be required to incur attorneys' fees in enforcing the provisions of this Agreement or in the collection of any monies herein required to be paid by the other party.

16. GOVERNING LAW AND CONSENT TO JURISDICTION. This Agreement is made and entered into in the State of Georgia, and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The jurisdiction for resolution of any disputes arising from this Agreement shall be in the State Courts of Clayton County, Georgia.

17. NOTICES. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties.

If to the AUTHORITY:

With copies to:

Executive Director
Development Authority of the City of
Forest Park
785 Forest Parkway
Forest Park, GA 30297
rdennis@forestpark.gov
404-366-4720

Kirby A. Glaze
Hecht Walker Jordan, PC
205 Corporate Center Drive, Suite B
Stockbridge, GA 30291
kirby@hmhwlaw.com

If to the Contractor:
Christopher Anderson
Anderson Lawn Care
4117 Scott Drive
Forest Park, GA 30297
404-429-9243
Chrisat4117@gmail.com

18. NON-WAIVER. The failure by either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict performance with every provision of this Agreement.

19. SEVERABILITY. If any provision of this Agreement is held to be unenforceable for any

reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, and enforceable in accordance with its terms.

- 20. INTERPRETATION.** The Parties acknowledge that this Agreement and all the terms and conditions herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.
- 21. AMENDMENTS.** Any and all modifications or changes to this Agreement must be in writing and signed by the parties to this Agreement.
- 22. COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which shall constitute the original, but all of which taken together shall constitute one and the same Agreement. PDF signatures shall constitute original signatures.
- 23. ENTIRE AGREEMENT.** This Agreement, which includes the exhibits attached hereto, contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written. In case of conflict between any term of the Contractor's Bid/Proposal and this Agreement, the terms of this Agreement shall control unless otherwise stated herein.
- 24. CAPTIONS.** The captions appearing herein are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement or any clause or provision hereof.
- 25. CALCULATION OF TIME PERIODS.** Unless otherwise provided herein, whenever this Agreement calls for or contemplates a period of time for the performance of any term, provision, or condition of this Agreement, all of the days in such period of time shall be calculated consecutively without regard to whether any of the days falling in such period of time shall be a Saturday, Sunday, or other non-business day; provided, however, if the last day of any period of time shall happen to fall on a Saturday or Sunday or legal holiday observed by the State of Georgia, the last day shall be extended to the next succeeding business day immediately thereafter occurring.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, said parties have hereunto set their seals the day and year written below.

Executed on behalf of:

**DEVELOPMENT AUTHORITY OF THE CITY OF
FOREST PARK**

BY: Billy Summ

NAME:

TITLE:

ATTEST (sign here):

NAME (print):

DATE:

Charise Keann Day
Charise Keann Day
August 12, 2024

Executed on behalf of:

CONTRACTOR: ANDERSON LAWN CARE, LLC

BY (sign here): Christopher L. Anderson

NAME (print): Christopher L. Anderson

TITLE: Owner CEO

[Corporate Seal]

ATTEST (sign here):

NAME (print):

TITLE:

DATE:

August 12, 2024



EXHIBIT A SCOPE OF SERVICES

Summary of Work: The AUTHORITY herein agrees to this contract for landscaping and maintenance of properties it owns and manages as stated in Exhibit B herein. The properties subject to the contract are identified in Exhibit B and have been inspected by the Contractor under the direction of the AUTHORITY. The contracted price is per weekly performance through September 30th each term, and thereafter shall be billed based on a services as needed basis until May 1st of each term. Management, inspections, and frequency of the work will be directed by the AUTHORITY.

Maintenance and landscaping to include:

- Mow grass at subject properties
- Trim walkways, curbs, road overgrowth, fences, and property lines as needed
- Remove fallen limbs and trash as needed
- Perform other minor clean up and trash removal as evident on-site
- Blow and clean up trimmings and debris

Contract Management: The contractor will report to and bill the AUTHORITY. The City of Forest Park is not responsible for any part of this agreement. All liability for the performance of the work is the responsibility of the contractor who will hold the AUTHORITY harmless for any damage, liens, performance, or conduct of the contractor. The contractor may not assign this contract without AUTHORITY permission.

EXHIBIT B

Development Authority - 4888 Evans Drive, Forest Park

Estimate 888

Estimate created on 05/16/2024

Description	Lot Size: SqFt				Bed Sizes: SqFt				Mow lawn, trim and blow per cut			
	Your Cost	Customer Price	Average Employee Hrly Rate	Area Bed Size	Depth	Coverage	Amount Needed	Your Total Cost	Total Customer Price	Total ManHours	Total Labor Cost	Gross Profit
4888 Evans DR per cut								0	95.99			95.99
5035 Jonesboro RD per cut								0	110.99			110.99
670 Main Street per cut								0	100.00			100.00
696 Main Street per cut								0	89.99			89.99
750 Main Street per cut								0	88.99			88.99
770 Main Street per cut								0	129.99			129.99
775 Main Street per cut								0	100.00			100.00
794 Main Street per cut								0	120.00			120.00
842 Main Street per cut								0	115.90			115.90
850 Main Street per cut								0	49.90			49.90
Totals:								0	1,001.75	0	0	1,001.75

EXHIBIT C

RISK MANAGEMENT REQUIREMENTS

The Contractor shall provide minimum insurance coverage and limits as per the following: The Contractor shall file with the AUTHORITY Certificates of Insurance, certifying the required insurance coverage and stating that each policy has been endorsed to provide thirty (30) day notice to the AUTHORITY in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by AUTHORITY Management, admitted to do business in the State of Georgia, and rated Secure ("B+" or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure ("BBB" or better). Worker's Compensation self-insurance for individual Contractors must be approved by the Worker's Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

CONTRACTS FOR UP TO \$50,000

Worker's Compensation - Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability - Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Downtown Development Authority of Forest Park" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$50,000

Worker's Compensation - Worker's Compensation coverage on a statutory basis for the State of Georgia with an Employer's Liability limit of \$1,000,000. The increased Employer's Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability - Coverage to be provided on "occurrence" not "claims made" basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground ("xcu") perils, the "Downtown Development Authority of Forest Park" is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$50,000

CONTRACTS FOR MORE THAN \$50,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – The AUTHORITY's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of the AUTHORITY may elect to require higher limits.

Owner's Protective Liability – The AUTHORITY's Management may, in its discretion, require Owner's Protective Liability in some situations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiscox Inc. 5 Concourse Parkway Suite 2150 Atlanta GA, 30328	CONTACT NAME:	
	PHONE (A/C No. Ext): (888) 202-3007	FAX (A/C No):
INSURED Anderson Lawn Care 4117 Scott Dr Forest Park, GA 30297	E-MAIL ADDRESS: contact@hiscox.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		P101.001.191.3	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
OTHER:						PRODUCTS - COMPROP AGG \$ S/T Gen. Agg.	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$	
<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$	
<input type="checkbox"/> SCHEDULED AUTOS							
<input type="checkbox"/> NON-OWNED AUTOS							
UMBRELLA LIAB						EACH OCCURRENCE \$	
<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$	
<input type="checkbox"/> OCCUR							
<input type="checkbox"/> CLAIMS-MADE							
DED RETENTION \$							
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in HI)		Y/N				E.I. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.I. DISEASE - EA EMPLOYEE \$	
						E.I. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.