

STATE OF GEORGIA
COUNTY OF GWINNETT

AGREEMENT FOR AUTOMOBILE REPAIR AND MAINTENANCE SERVICES

THIS AGREEMENT, made and entered into by and between the CITY OF LAWRENCEVILLE, a Georgia municipal corporation (hereinafter referred to as CITY), and the LAWRENCEVILLE HOUSING AUTHORITY (hereinafter referred to as AUTHORITY).

WITNESSETH:

WHEREAS, the AUTHORITY desires to retain CITY for automobile repair and maintenance services for the AUTHORITY'S fleet of vehicles;

WHEREAS, the AUTHORITY desires to provide fair and reasonable payments to and reimbursements of CITY on the terms and subject to the conditions set forth in this Agreement;

NOW THEREFORE, in consideration of these premises, and the mutual covenants and undertakings herein contained, each intending to be legally bound, CITY and AUTHORITY covenant and agree as follows:

SECTION 1 – AUTHORITY'S SERVICES

The CITY shall provide certain automobile repair and maintenance services as specifically set forth in the attached "Exhibit A", incorporated herein by reference.

SECTION 2 – AUTHORITY'S RESPONSIBILITIES

THE AUTHORITY'S responsibilities to the CITY shall specifically include, but are not limited to, the following:

- 2.1 Provide full information as to its requirements for the Project:
- 2.2 Make available from its files any data and information pertinent to the Project;
- 2.3 Guarantee access to and make all provisions for the CITY to enter upon public and private property as required for the CITY to perform its services;
- 2.4 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the CITY and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of the CITY.

- 2.5 Designate, in writing, a person to act as AUTHORITY'S Representative with respect to work to be performed under this Agreement, and such person shall have complete authority to transmit instructions, receive information, interpret and define AUTHORITY'S policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this Agreement;
- 2.6 Give prompt written notice to the CITY whenever AUTHORITY observes or otherwise becomes aware of any defect in the Project or changed circumstances affecting the Project; and
- 2.7 Bear all costs incident to compliance with the requirements of this Section.

SECTION 3 – PERIOD OF SERVICE

The Services, as described herein, shall commence promptly upon execution of this Agreement and shall continue for a period of one (1) year unless earlier terminated.

SECTION 4 – PAYMENTS TO THE CITY OF LAWRENCEVILLE

4.1 Fees for Professional Services

4.1.1 Basic Services

The AUTHORITY shall pay the CITY for the work required by this Agreement in accordance with the attached Exhibit "A". CITY shall be paid monthly for work completed and approved by the AUTHORITY. Invoices shall be submitted to AUTHORITY on or before the first of each month.

The AUTHORITY will pay the CITY the full amount of the invoice within thirty (30) days of the date of invoice(s) submitted by the CITY. If the AUTHORITY fails to make payment to the CITY, the CITY reserves the right to suspend services under this Agreement until all such invoices are paid in full for the amounts then due. Interest will be charged at the rate of 3.5% per year on the unpaid principal amount due and payable for thirty (30) days or more.

SECTION 5 – GENERAL CONDITIONS

5.1 Insurance

The CITY will secure and maintain such insurance as will protect it from claims under workers' compensation acts (including claims for damages

because of bodily injury, sickness, disease or death of any of its employees) and from claims for damages because of injury to or destruction of tangible personal property, including loss of use resulting therefrom.

5.2 Successors and Assigns

The AUTHORITY and CITY each binds itself and its successors, executors, administrators and assigns to the party of this Agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement; except as above, neither the AUTHORITY nor the CITY will assign, sublet or transfer any interest in the Agreement without the consent of the other. Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the AUTHORITY and the CITY.

5.3 Termination

This Agreement may be terminated by the CITY or by the AUTHORITY with thirty (30) days' written notice. Outstanding fees for any services performed by the CITY up to and including the date of termination shall be due and payable upon effective date of termination.

5.4 Modification

This Agreement constitutes the entire understanding between the CITY and AUTHORITY and may be modified only by written instrument duly executed by the parties hereto.

5.5 Standards of Procedure

5.5.1 The standard of care for all services performed or furnished by CITY under this Agreement will be the care and skill ordinarily used by members of CITY'S profession practicing under similar circumstances at the same time and in the same locality.

5.5.2 AUTHORITY and CITY shall comply with applicable laws, codes, regulations, and CITY-mandated standards in effect as of the date of the execution of this Agreement. This Agreement is based on these requirements after the Effective Date. Changes to these requirements as of the Effective Date of this Agreement may be the basis for modifications thereto.

5.5.3 AUTHORITY shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the services of CITY.

5.5.4 CITY shall not be required to sign any documents, no matter to whom requested, that would result in the CITY having to certify, guarantee or warrant the existence of conditions whose existence CITY cannot ascertain. AUTHORITY agrees not to make resolution of any dispute with CITY contingent upon CITY'S signing any such certification.

5.6 Miscellaneous

5.6.1 This Agreement is governed by the laws of the State of Georgia.

5.6.2 Time is of the essence in this Agreement.

5.6.3 The AUTHORITY employs the CITY as an independent contractor and not as an employee or agent of the AUTHORITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the ____ day of _____, 2025.

CITY: City of Lawrenceville, Georgia

By: _____
David R. Still, Mayor

Attest: _____
Karen Pierce, City Clerk

AUTHORITY: Lawrenceville Housing Authority

By: _____
Lejla Prljaca

EXHIBIT "A"

SCHEDULE OF COSTS FOR REPAIR AND MAINTENANCE WORK PERFORMED BY THE CITY OF LAWRENCEVILLE FOR LAWRENCEVILLE HOUSING AUTHORITY

1. Repair and maintenance work, unless treated specially below, shall be billed at an hourly rate of Seventy dollars and 00/100 (\$70.00).
2. All parts shall be billed at cost plus ten percent (10%).
3. Fuel/gasoline shall be billed at cost plus two cents (\$00.02) per gallon.
4. Any repair or maintenance work sublet to non-City employees shall be billed at cost plus the hourly rate noted in Paragraph 1 for City employee time needed for diagnosis, pickup, and delivery.
5. Whenever practical, repeat maintenance and repair work shall be billed at the same amount as billed previously.
6. Roadside service, inside the city limits of Lawrenceville, which includes but not limited to repair of a flat tire, replacing a battery, or other similar roadside repair, shall be billed at the flat rate of Thirty-Five and 00/100 Dollars (\$35.00) plus the appropriate amount for parts as detailed in Paragraph 2. Roadside service outside the city limits of Lawrenceville will have an additional One dollar and 00/100 (\$1.00) charge per mile.
7. Towing service shall be sublet and shall be billed at cost.