

IGA FOR PURCHASE OF MOTOR VEHICLES

WHEREAS, Article IX, Section III, Paragraph I of the Georgia Constitution authorizes any Georgia municipality to enter into a contract with another Georgia municipality for the joint or separate use of equipment, and;

WHEREAS, the Parties, Georgia municipal corporations, wish to exchange ownership of equipment from one to the other for the purposes of separate use of equipment in furtherance of their governmental service and fiduciary responsibilities.

BE IT THEREFORE, THAT THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into as of _____, 2025 ("Effective Date") by and between the **City of Lawrenceville**, a Georgia municipal corporation, with offices located at 70 South Clayton Street, Lawrenceville, Georgia 30046 ("Seller") and the **City of Tucker**, a Georgia municipal corporation, with offices located at 1975 Lakeside Parkway, Suite 350 Tucker, Georgia 30084 ("Purchaser"), each a ("Party") and together the ("Parties").

1. For and in consideration of the payment of Eighteen Thousand and 00/100s Dollars (\$18,000.00), payable to Seller, and for other good and valuable consideration acknowledged by the Parties, Seller agrees to sell, and Buyer agrees to purchase, the following described automobiles ("Equipment"):

Make/Model	VIN No.	Year/Mileage
Ford Interceptor	1FAHP2MT2JG104602	2018/58,690
Ford Interceptor	1FAHP2MT1JG101349	2018/87,788
Ford Explorer	1FM5K8AT0GGB74154	2016/71,066

2. Title to the Equipment, and all risk of loss, shall pass to Buyer upon execution of this Agreement and Seller's receipt of the amount set forth in Paragraph 1.

3. THE EQUIPMENT IS SOLD AS IS WITH ALL FAULTS. SELLER MAKES NO OTHER WARRANTY OF ANY KIND, EXPRESS OR IMPLIED BY OPERATION OF LAW OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY SELLER AND EXCLUDED.

4. All notices shall be deemed duly given if addressed and mailed, by certified mail, return receipt requested, or by commercial overnight delivery, to either of the Parties at the respective addresses first set forth above.

5. Except as otherwise provided herein, Buyer waives and releases any claim now or hereafter existing against Seller, officers, directors, managers, employees, and agents which may result from or arise in any manner out of (i) the condition, installation, possession, use or operation of the Equipment; (ii) any defect in the Equipment; (iii) any negligent act, negligent omission or willful misconduct on the part of Buyer, its employees, independent contractors and agents, or (iv) a breach or violation of applicable law, governmental rules or regulations by the Buyer, its employees, independent contractors or agents.

6. This Agreement contains the complete final agreement between Buyer and Seller as it relates to the sale of the Equipment, and merges and supersedes all prior discussions, agreements and understandings, as to the sale of the Equipment. Buyer acknowledges that Seller has not made, and Buyer is not relying upon, any representation, other than as expressly set forth in this Agreement, including, without limitation, any representation as to the condition, operability or usability of the Equipment. Reference to any communications from Buyer in any way modifying any of said terms and conditions will not be binding upon Seller unless made in writing and signed by Seller's authorized representative

7. This Agreement shall be governed by the laws of the State of Georgia.

8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties may sign and deliver this Agreement by electronic or facsimile transmission. Each Party agrees that the delivery of this Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, Buyer and Seller have caused this Agreement to be signed and delivered by their duly authorized officers as of the Effective Date.

CITY OF LAWRENCEVILLE, GEORGIA

CITY OF TUCKER, GEORGIA

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____