

## SERVICES AGREEMENT

This Services Agreement is made and entered into this \_\_\_\_ day of July, 2022, by and between **Katrina Cline** (“Cline”) and the **City of Avondale Estates, Georgia** (“City”). The parties agree as follows:

### 1.) Services to be Performed

During the Term of this Agreement, Cline agrees to work up to 40 hours per week at the direction of the City Manager. The services that Cline will provide to the City are expected to include developing the fiscal 2023 budget for City and its DDA, producing the 2021 annual audit report and CAFR related materials, preparing the City to transition from BAN to bond issuance, facilitating the reconciliation of bank accounts, ensuring that the City’s financial resources and investments are properly managed, and preparing reports for the City Manager as requested. Cline will perform most of the services remotely from a location that she is responsible for securing and using materials and equipment that she will furnish herself. However, Cline will work from City Hall once per week in order to give the City Manager and other City employees the opportunity to interact with her directly as needed.

### 2.) Term and Termination

The term of this Agreement is from July 18, 2022 through October 14, 2022, and may be extended for additional time by the written agreement of the parties. This Agreement may be terminated by the City sooner than the expiration of the full term pursuant to this section.

If the City deems Cline to be in breach of this Agreement for non-performance, it shall give Cline written notice of same. After giving written notice that the City deems Cline to be in default and identifying the specific nature of the alleged non-performance, if Cline fails to cure such default within seven days the City may terminate this Agreement for non-performance. If this Agreement is terminated by the City due to non-performance by Cline, City shall give written notice to Cline and shall compensate Cline for services rendered to the date of termination and shall have no further obligation under this Agreement.

### 3.) Compensation

Cline will be compensated at the rate of \$60 per hour for work performed under this Agreement. The total value of services for which Cline is entitled to be paid for the term of this Agreement shall not exceed \$31,200. Cline shall submit invoices to the City every two weeks, specifying the number of hours worked and a brief summary of tasks performed during the subject two-week period. The City will pay Cline for work performed and invoiced within ten business days of receiving an invoice.

### 4.) Independent Contractor Status.

Cline shall perform services under this Agreement as an independent contractor. Cline is not entitled to any benefits (such as insurance) and shall not accrue any leave time during the term of

this Agreement. The Parties agree that the compensation paid to Cline is intended to compensate her for her services as well as cover the expense of any materials, equipment, transportation, etc. that may be necessary to perform the services. Cline will receive Form 1099 from the City and shall be responsible for paying any tax obligation associated with earnings under this Agreement.

5.) Miscellaneous Terms

- *Assignment*

Neither this Agreement nor any duties or obligations under this Agreement shall be assignable without the prior written consent of the other party.

- *Successors and Assigns*

Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, legal representatives, successors, and assigns of the respective parties.

- *Attorney's Fees*

The parties shall each be responsible for their own attorney's fees related to the drafting and review of this Agreement.

- *Governing Law*

The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Georgia.

- *Amendment*

This Agreement may be amended only by the mutual agreement of the contracting parties in a writing to be attached to and incorporated into this Agreement.

- *Legal Construction*

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

[signature page follows]

So agreed:

**CITY OF AVONDALE ESTATES, GEORGIA**

**KATRINA CLINE**

\_\_\_\_\_  
Jonathan Elmore, Mayor

\_\_\_\_\_  
Katrina Cline

Attest:

\_\_\_\_\_  
Gina Hill, City Clerk

Approved as to Form:

Stephen G. Quinn  
Stephen G. Quinn, City Attorney