

STATE OF GEORGIA
COUNTY OF MCDUFFIE

INTERGOVERNMENTAL AGREEMENT
BY AND BETWEEN
MCDUFFIE COUNTY, GEORGIA,
THE CITY OF THOMSON, GEORGIA,
AND
THE TOWN OF DEARING, GEORGIA
REGARDING CONSOLIDATION OF CITY FIRE AND COUNTY FIRE AND EMS

THIS INTERGOVERNMENTAL AGREEMENT is made and entered into as of the **15th** day of **August**, 2023, by and between the City of Thomson, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (the "City"), the Town of Dearing, Georgia, a municipal corporation organized and existing under the laws of the State of Georgia (the "Town"), and McDuffie County, Georgia, a political subdivision of the State of Georgia (the "County").

WHEREAS, the City and the County have the responsibility for providing Fire Services in the Thomson-McDuffie County Fire Service Utility Service Area (the "Fire Utility Service Area") and the Town has the responsibility for providing Fire Service in the incorporated area of Dearing (the "Town Fire District") (collectively, the "Fire District");

WHEREAS, the City and County previously entered into an intergovernmental agreement dated September 1, 2019 regarding the provision of Fire Services within the Fire Utility Service Area;

WHEREAS, pursuant to the current Service Delivery Strategy, the County provides Emergency Medical Services (the "EMS") countywide by and through the County's Fire Service;

WHEREAS, a goal of the City, County and Town is to provide the best fire protection possible within the resources of the City, County, and Town, and to achieve 24 hours per day, 7 days per week, on-duty coverage for the entire Fire District;

WHEREAS, the City, County and Town are the owners and operators of certain Fire Engines, fire protection vehicles, equipment, buildings and facilities designed to provide Fire Services and assistance and has in its employ paid personnel and volunteers trained in the use of such Fire Engines, vehicles and equipment and the provision of Fire Services;

WHEREAS, the Town desires to engage the County to provide Fire Services within the Town Fire District upon the terms and conditions set forth in this Agreement;

WHEREAS, the City desires to reaffirm and continue its relationship with the County, engaging the County to provide Fire Services within the incorporated area of Thomson within the Fire Utility Service Area; and

WHEREAS, the County desires to provide Fire Services upon the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premise, the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

The following terms when used in this Agreement shall have the meanings as follows:

- 1.1 **Alarm** means a signal or message from a person or device indicating the existence of a fire, medical emergency or other situation that requires emergency services response.
- 1.2 **Board** means the Board of Commissioners of the County.
- 1.3 **Communications Center** means the single facility, which receives emergency Fire Service calls from the PSAP, notifies First Responders and dispatches Fire Engines operating in the Service Area.
- 1.4 **City Council** means the City Council of the City of Thomson.
- 1.5 **Town Council** means the Town Council of the Town of Dearing.
- 1.6 **County** has the meaning set out in the first paragraph of this Agreement.
- 1.7 **Town and City Equipment** means the Fire Engines, other vehicles and equipment owned by the City of Thomson and the Town of Dearing and furnished to the County for its use in performing the services hereunder during the term of this Agreement which are listed on Exhibit A *attached hereto.
- 1.8 **EMS** means Emergency Medical Service.
- 1.9 **Fire District** has the meaning set out in the first “Whereas” clause of this Agreement.
- 1.10 **Fire Engine** means a motor vehicle that is specially constructed and equipped and is intended to be used for Fire Services.
- 1.11 **Firefighters Act** has the meaning set out in Section 2.6 hereof.
- 1.12 **Fire Fighting Personnel** means any individual either employed (full time or part time) or volunteering who works for or with the County and has duties of providing or supporting the providing of Fire Service.
- 1.13 **Fire Protection** means methods of providing fire detection, control and extinguishment.
- 1.14 **Fire Protection System** means the comprehensive coordinated arrangement of resources and functions to respond to fire emergencies and other fire related needs in conjunction with providing

Fire Service in the Fire District.

1.15 **Fire Service** means the providing of professional Rescue, Fire Suppression, Structural Fire Fighting, Fire Protection, emergency medical care, Special Operations, initial response to incidents involving Hazardous Material, First Responder functions or responding under a Mutual Aid Agreement within the Fire District, including response to the scene of the incident and all functions performed at the scene.

1.16 **First Responder** means the functional provision of initial assessment (airway, breathing and circulatory systems) and basic first aid intervention including CPR and automatic external defibrillator capability by an individual who has successfully completed an approved first responder course, with a minimum of 40 hours training.

1.17 **Fire Suppression** means the activities involved in controlling and extinguishing fires.

1.18 **Hazardous Material** means a substance that presents an unusual danger to persons due to properties of toxicity, chemical reactivity or decomposition, corrosivity, explosion or detonation, etiological hazards, or similar properties.

1.19 **License or Licensed** means that a person or an entity has complied with all requirements of law and regulation necessary to perform its respective Fire Service functions.

1.20 **Mutual Aid Agreement** means a written agreement between providers of Fire Services where the parties agree to provide assistance to one another.

1.21 **PSAP** means the 9-1-1 Public Safety Answering Point which receives Alarms.

1.22 **Public Safety Commission** means the committee established by the City, the Town, and the County to provide recommendations to the Board of Commissioners concerning capital expenditures and operations of the Fire and EMS service.

1.23 **Rescue** means those activities directed at locating endangered persons at an incident, removing those persons from danger, treating the injured and providing for transport to an appropriate health care facility.

1.24 **Response Time** means the actual elapsed time between the conclusion of receipt of the Alarm at the Communications Center and the actual departure of a Fire Engine or other appropriate response vehicle on route to the location.

1.25 **Response Time Standards** means a Response Time of not more than 10 minutes for Fire Engines staffed by on call Fire Fighting Personnel proceeding to the location as quickly as reasonably and safely possible. Monthly reports submitted by the County will reflect the Response Times.

1.26 **Service Area** means that area which is shown as the County Service Area on the map, a copy of which is attached hereto as Exhibit B.*

1.27 **Special Operations** means emergency incidents to which the County's fire department responds in the Service Area that requires specific and advanced training and specialized tools and equipment.

1.28 **State** means the state of Georgia and its regulatory agencies.

1.29 **Structural Fire Fighting** means the activities of rescue, fire suppression and property conservation involving buildings, anchored structures, vehicles, vessels, aircraft, or like properties that are involved in a fire or emergency situation.

ARTICLE II TERM AND SCOPE OF AGREEMENT

2.1 **Term.** The term of this Agreement shall commence on September 1, 2023 and end at 11:59 p.m. on August 31, 2044.

2.2 **Public Safety Commission.** During the term of this Agreement, the City, Town, and County concur to the establishment of a Public Safety Commission (the "Commission") consisting of seven members. The Commission shall consist of two members of the Town of Dearing, two members of the City of Thomson Council and two members of the McDuffie County Board of Commissioners, each member to be appointed by the respective body on which they serve as an elected official, and one member to be appointed from the public at large by the six members of the Commission as provided for in the Commission Bylaws. The Fire Chief, City Administrator, and County Manager will serve as staff to the Public Safety Commission. The Commission shall draft Bylaws for the body for approval by the Town, City and County. The Commission will meet regularly, hear and develop strategic plans and projects, and make recommendations to the Town, City and the County for capital expenditures. Oversight of all day to day operations and expenses will be solely the County's responsibility.

2.3 **Scope of Agreement.** During the term of this Agreement, the County shall furnish Fire Services as set out herein throughout the Service.

2.4 **Provision of Services.** Without limiting its obligation to provide acceptable, quality Fire Service under this Agreement, the County shall, as it relates to the Service Area and the Fire District, manage day-to-day field operations and purchasing of necessary operating equipment and supplies. The County shall negotiate all Mutual Aid Agreements as they relate to the Service Area and/or Fire District, subject to final approval by the Board; maintain all facilities and equipment; hire/terminate all Fire Fighting Personnel; provide or arrange for in-service training of all Fire Fighting Personnel; provide monthly reports of Fire Service calls made in the Service Area; solicit in good faith the recommendations and input of the Town, City and the Commission; and cooperate with and respond to the Town, City and the Commission on matters related to Fire Service in the Service Area. The County shall hold and maintain all required Licenses and permits required by law. The County's services provided in the Service Area shall include, but not be limited to, the following:

a. Employ individuals or obtain volunteers to serve as Fire Fighting Personnel and manage all Fire Fighting Personnel necessary to provide Fire Services at least at the level required by this Agreement;

b. Insure that the Fire Fighting Personnel meet State License or certification requirements;

c. Provide or arrange for in-service training for the Fire Fighting Personnel sufficient to meet State requirements;

d. Provide for all Fire Engines, equipment, supplies and maintenance necessary to perform Fire Services under this Agreement. The specific intent of this provision is that the Town and City at all times have available, adequate Fire Engines and crews;

e. Furnish all fuel, lubricants, repairs, initial supply inventory and all supplies;

f. Operate the Fire Protection System in the Service Area to meet Response Time Standards;

g. Maintain good working relationships with area law enforcement agencies;

h. Provide the public with information concerning Fire Service in the Service Area;

i. Ensure professional conduct and appearance of all office staff, field personnel and Fire Fighting Personnel;

j. Work out mutually beneficial Mutual Aid Agreements for the Service Area with neighboring fire departments;

k. Provide training to First-Responder personnel on proper use of equipment;

l. Maintain State and local vehicle permits and personnel certifications;

m. Operate and maintain fire stations to provide Fire Service in the Service Area, including at a minimum one Fire Station in the Town Fire District.

n. Coordinate communications with the dispatch personnel in the McDuffie County Sheriff's Office.

2.5 Responsibilities of Fire Fighting Personnel. Fire Fighting Personnel are prohibited from operating equipment that is substantially out of compliance with State standards. Fire Fighting Personnel are prohibited from falsifying or omitting data from reports.

2.6 Professional Skills and Training of Personnel. All of County's personnel shall possess the professional skills, expertise and experience necessary to perform the jobs which each holds in connection with this Agreement, and those which are required to be Licensed or certified by any applicable law or regulation, shall have and maintain all necessary Licenses and certifications while performing services hereunder. In addition, each person employed by or volunteering for the County as Fire Fighting Personnel must meet all of the qualifications required to be certified as a firefighter

under the Georgia Firefighter Standards and Training Act, (O.C.G.A. §25-4-1 et seq.), (the “Firefighter’s Act”) and shall be a State Certified Firefighter under the Firefighter’s Act or become a State Certified Firefighter under the Firefighter’s Act in Georgia within twelve (12) months after employment or volunteering after the date of this Agreement, or within twelve (12) months after the date of this Agreement if said person is already an employee or volunteer of the County on the date of this Agreement. County's personnel shall attend training sessions sufficient to maintain any Licenses or certifications (if required) necessary to perform the jobs which each such person performs in connection with this Agreement. County is responsible for ensuring that all personnel providing services related to this Agreement possess appropriate understanding of the Fire Protection System, the responsibilities of the various individuals involved and the interaction of all of those working in the Fire Protection System. It is understood and agreed that the County, its employees and volunteers shall abide by all customary procedures, standards, rules and regulations for providing Fire Service and Fire Engine and other vehicle maintenance.

2.7 Work Schedules and Working Conditions. County shall utilize reasonable work schedules, shift assignments, and provide adequate working-conditions. County shall ensure that Fire Fighting Personnel working extended shifts, part-time jobs, or overtime, will not negatively affect the providing of Fire Service. County shall comply with all State and Federal wage and hour laws and other applicable labor laws.

2.8 Use of Mutual Aid Providers and First Responders Allowed. County may arrange for and utilize Mutual Aid Agreements with neighboring fire departments and may utilize First Responder services furnished by itself or neighboring fire department towards fulfillment of the Response Time Standards. Provision must be made to allow for direct radio contact between the Mutual Aid Provider or First Responders’ vehicle and the Communications Center.

2.9 Personnel. The Town and City Fire Department personnel will be offered comparable employment within the County Fire and EMS Department. Said employment will be at the discretion of the individual. Employment will be subject to the County’s pay scale and employment benefits. Consideration will be afforded for years of service as it pertains to pay scale, retirement, and leave benefits. The Town of Dearing volunteers will be associated with area serviced by the fire station currently located within the Town of Dearing as it pertains to responses and volunteer coordination.

2.10 Standards for Fire Engine and Equipment Maintenance.

a. Fire Engines and other vehicles furnished by the Town and City under this Agreement shall meet or exceed vehicle specifications for the services to be performed using these vehicles as outlined by the manufacturer, by law or by any applicable rules and regulations and shall display an emblem identifying it as a Town or City Fire Engine.

b. Each Fire Engine shall be equipped with all equipment and supplies for operations as required by law or by any applicable rules and regulations.

c. The County shall maintain all Fire Engines and other vehicles operated by it in good and workable condition and in accordance with any requirements specified by law or applicable regulations. All costs of maintenance and repairs, including parts, supplies, labor, subcontracted

services and costs of extended warranties shall be at County's expense.

d. No Fire Engine, other vehicle or equipment that has been substantially damaged or altered shall be placed in service until it has been adequately repaired.

2.11 Disaster Response. During a declared disaster, as determined by an agency of government either locally or in a neighboring jurisdiction, the normal course of business under this Agreement may be interrupted from the moment the disaster situation is made known to County until such time as the disaster situation is resolved. Immediately upon such notification, County shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.

2.12 Budgets. As of the effective date of this Agreement, the County shall be responsible for the Fire Service budget.

2.13 Town and City Owned Fire Stations. The County, Town, and City acknowledge that the Town and the City are the owners of fire stations located within the Town and City, including certain furnishings and fixtures listed in Exhibit C* and Exhibit D*, attached hereto (collectively, "Fire Stations"), to be occupied by the County for the purpose of providing Fire and EMS Service. The County, Town and City agree that the County may occupy, use and operate the Fire Stations for the term of this Agreement. The Town and City shall lease the Fire Stations, in addition to the Town and City Equipment, to the County in return for the services provided by the County under this Agreement. The County shall be responsible for maintaining the Fire Stations in good, clean and workable condition and in accordance with any requirements specified by law or applicable regulations. All cost of maintenance and repair, including materials, supplies, labor and subcontracted services, shall be at County's expense. The County shall be responsible for obtaining and paying for the casualty and property damage insurance on the real and personal property belonging to the Town and City which make up or is located in the Fire Stations. The Fire Stations shall be subject to inspection at any reasonable time by representatives of the Commission to determine compliance with the foregoing requirements. At the conclusion of the term of this Agreement, the Fire Stations shall be returned to Town and City in good condition, normal wear and tear only excepted. The Town, City and County shall inspect the Fire Stations at such time to determine compliance with this provision.

2.14 Town and City Equipment. During the term of this Agreement, the Town and City shall lease to the County the Town and City Equipment, in addition to the Fire Stations, in return for the services provided by the County under this Agreement. The County shall be responsible for maintaining, repairing and lubricating the Town and City Equipment and maintaining state and local vehicle permits and licenses for the Town and City Equipment in the same manner that it is required to do so for its own Fire Engines, other vehicles and equipment used to provide the services hereunder. The County shall maintain the Town and City Equipment in good, working condition for the life of the Town and City Equipment, normal wear and tear only excepted. Prior to using any of the Town and City Equipment, the County shall have and maintain in place all of the insurance coverages required by Section 5.6 hereof covering the County, Town and City, its officers, commission and/or council members, employees and/or agents in connection with the operation and use of the Town and City Equipment. The County shall be responsible for purchasing the comprehensive insurance coverage

on the Town and City Equipment.

2.15 County Equipment. The County shall be responsible for purchasing and/or obtaining any additional Fire Engines, other vehicles and equipment necessary to provide and perform the Fire Services during the term of this Agreement. Any Fire Engines, other vehicles and equipment acquired by the County pursuant to this Section shall be property of and owned by the County.

ARTICLE III PAYMENTS AND FEES

3.1 Compensation. As compensation for services rendered by the County under this Agreement, the Town and City shall pay to the County the total amount of Insurance Premium Tax revenue that the Town and City receives annually during each fiscal year of the Agreement.

3.2 Fire Service Fee. The County, at the discretion of the Board, has implemented a Fire Service Fee within the Service Area. Revenue from said fee will be used for the operation of the Fire Service.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

As an inducement to the County to enter into this Agreement, the Town and City represent and warrant to County as follows:

4.1 Due Organization and Formation. Town and City are duly organized and validly existing municipal corporations in good standing under the laws of the State of Georgia.

4.2 Capacity. Town and City have full power, authority and legal right to execute and deliver, and to perform and observe the provisions of this Agreement, and to carry out the services contemplated hereby.

4.3 Authority and Enforceability. The execution, delivery and performance by the Town and City of this Agreement have been duly authorized by all necessary action of the Council which was taken at a properly called and held meeting at which a quorum was present and acting throughout and which was held in accordance with the State's Open Meetings Laws and does not and will not require any consent or approval of, notice to, or any action by, any other person or entity. The provisions of this Agreement constitute legal, valid and binding obligations of the Town and City.

4.4 Compliance with Other Instruments. The execution and delivery of this Agreement and compliance with its terms, will not result in a breach of any of the terms or conditions of, nor constitute a default (with due notice or lapse of time or both) under any indenture, agreement, order, judgment or instrument under which the Town and City are parties or by which the Town and City or its property may be bound or affected; nor result in an occurrence of an event for which any holder or holders of indebtedness may declare the same due and payable; nor violate any provision of applicable law.

4.5 Litigation. There are no actions, suits or proceedings pending, or to the knowledge of the Town and City threatened against or affecting the Town and City, at law or in equity, before or by any court or regulatory agency. The Town and City are not in violation or default with respect to any contract, instrument, charter, applicable laws and/or regulations or other restrictions which would materially and adversely affect the business, properties or condition (financial or otherwise) of the Town and City; nor is the Town and City in violation or default with respect to any order, writ, injunction, demand or decree of any court or other governmental authority or in violation or default (nor is there any waiver in effect which, if not in effect, would result in a violation or default) in any material respect under any indenture, agreement, contract, charter or other instrument under which the Town or City are a party or may be bound.

4.6 Licenses and Other Rights. Town and City possesses all Licenses and authorizations and all rights with respect thereto, which are required to conduct its business as now conducted or as contemplated by this Agreement without known conflict with the rights of others which would materially and adversely affect such business or Town's or City's performance of its obligations under this Agreement.

4.7 Disclosure. Neither this Agreement nor any other document, certificate or statement furnished to County by or on behalf of the Town and City contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein and therein not misleading. There is no fact known to the Town or City which materially and adversely affects, or which in the future may (so far as can now reasonably be foreseen) materially and adversely affect, the ability of the Town or City to fully and adequately perform its obligations under this Agreement which has not been disclosed in writing to County.

ARTICLE V ADDITIONAL COVENANTS

During the term of this Agreement, County shall comply with each and every one of the following covenants.

5.1 Right of Inspection. County shall permit the Town and City or its representatives 1) at any reasonable time and from time to time, to inspect the facilities and equipment being used to operate the Fire Protection System and provide the Fire Service, and 2) during normal business hours to audit, examine and copy or take abstracts from County's books and records with respect to the Fire Protection System and the Fire Service.

5.2 Notice of Default. Upon its discovery of the occurrence of any default or Event of Default (or the existence of any fact or circumstance which can be reasonably expected to result in a default or Event of Default), or other noncompliance with any provision, term or condition of this Agreement, the County shall immediately give notice thereof to the City and Town.

5.3 Maintenance of Existence, Conduct of Fire Service Business. County shall preserve and maintain its business of providing Fire Services as presently conducted (or as contemplated hereby) and all licenses, rights, privileges and authorizations necessary or desirable in the normal conduct of said business and in the performance of its obligations under this Agreement; conduct its business of

providing Fire Services in an orderly, efficient and regular manner; keep true and correct books of record and accounts adequate to the needs of such business; keep its assets useful or necessary in its business of providing Fire Services in good working order and condition, and from time to time make all needed repairs, renewals and replacements thereto or thereof, so that the efficiency of its Fire Service assets shall be usefully preserved; and will comply with all applicable laws and regulations of any person or entity having jurisdiction over County's operations and the terms of any indenture, contract or other instrument to which it may be a party or under which it may be bound, except where contested in good faith and by proper proceedings.

5.4 Compliance with Law. County shall comply with all current and future laws, rules and regulations applicable to providing Fire Service under this Agreement. No change in any law, rule or regulation shall entitle County to extra compensation hereunder.

5.5 Use of Compensation Paid to County. County acknowledges that the source of the funds used to pay it compensation under Section 3.1 of this Agreement is from a sales tax imposed upon owners of certain insurance policies in the Fire District. The County further acknowledges that the money raised by this tax shall only be used to provide Fire Service in the Fire District. The County shall not use the compensation paid to it hereunder for any other purpose other than providing Fire Services, and in the event that any compensation paid to the County hereunder shall be found to have been used for some other purpose, the amount of such expenditure shall be promptly refunded by the County to the City and/or Town.

5.6 Insurance Requirements. County shall procure, pay for and maintain throughout the term of this Agreement the insurance coverages with the limits as provided herein. Said insurance shall be evidenced by delivery to the Town and City Certificates of Insurance executed by an insurance carrier licensed to write such insurance by the State, listing coverages and limits, expiration dates, terms of policies and setting out an agreement to notify the Town and City at least ten (10) days prior to the cancellation of such insurance.

a. Commercial general liability insurance, including but not limited to, contractual, premises, operations, products, completed operations and personal injury with limits of not less than \$1,000,000 per occurrence, combined single limit bodily injury (including death) and property; and \$2,000,000 annual aggregate. Coverage shall be on "an occurrence basis," and the policy shall include broad form property damage coverage.

b. Worker's compensation coverage to statutory limits as required by law; employer's liability insurance of not less than \$1,000,000 bodily injury by incident; \$1,000,000 bodily injury by disease for each employee.

c. Comprehensive automobile liability covering all Fire Engines and other vehicles used under this Agreement to provide Fire Service in the Service Area for owned, hired, and non-owned vehicles with minimum limits of \$1,000,000 combined single limit for bodily injury (including death), and property damage.

d. Personal injury protection (PIP) or medical payment coverage as required by law.

e. Uninsured and under insured motorist coverage shall be provided as required by law.

5.7 Applications for Grants. County shall routinely apply for grants to purchase equipment or for the equipment itself to be used in the Service Area as offered by the U.S. Fire Administration. The City and Town shall provide support to the County in preparing the grant applications as necessary.

5.8 Reliance on Representations, Warranties and Covenants. Each and every representation, warranty and covenant contained herein, and all such representations, warranties and covenants in the aggregate, have been and will continue to be relied upon by County and are material to its decision to enter into and perform its obligations under this Agreement.

ARTICLE VI DEFAULT

6.1 Events of Default. Any one of the following events shall be considered an Event of Default:

a. If this Agreement or information which any one party provided to another in connection with the transactions described in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary to make statements therein not misleading in the light of circumstances under which it was made.

b. If County fails to maintain or loses any License, appointment or any other authorization or approval needed for County to carry out its obligations under this Agreement in accordance with all applicable laws, ordinances, rules or regulations.

d. If any party shall breach any other term, condition or covenant of this Agreement and such breach shall not be cured after written notice and a thirty (30) day right to cure unless a longer or shorter cure period is elsewhere provided for herein; provided, however, that if the default cannot be cured within said thirty (30) day period and the breaching party begins the cure within said thirty (30) day period and diligently pursues the cure to completion, then the default shall be deemed timely cured.

e. If the Town or City fails to make any payments due from it to County under the terms of this Agreement after written notice and a ten (10) day right to cure.

6.2 Remedies Upon Default. Upon the occurrence of an Event of Default by County and failure to cure within the time provided, the Town or City may terminate this Agreement by giving written notice of termination to the County, which termination must be at least one hundred twenty (120) days after the receipt of the notice by the County. Upon the occurrence of Event of Default by the Town or City, the County may terminate this Agreement by giving written notice of termination to the Town or City which shall specify the date of termination, which must be at least one hundred twenty (120) days after the receipt of the notice by the Town or City.

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 County Service. County shall perform this Agreement as a County Service and nothing herein contained shall be construed to be inconsistent with that relationship or status. Nothing in this Agreement shall in any way be construed to constitute the Town or City as the agent, employee or representative of County. The manner and method of completing the work undertaken by County shall be determined in its sole discretion.

7.2 Governing Law. This Agreement shall be subject to and governed according to the laws of the State of Georgia.

7.3 Right and Remedies Not Waived. County agrees that the services specified herein shall be completed without further compensation other than that provided for in the Agreement. The acceptance of services and/or the payment for them shall not be held to prevent maintaining an action for failure to perform such services in accordance with the Agreement. Payment shall not be a waiver by the Town or City of any claims for breach or default.

7.4 Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors, assigns or other legal representatives.

7.5 Assignment. No right or obligation hereunder may in any way whatsoever be assigned or delegated to a third party without the express prior written consent of the other party hereto, and any attempted assignment without such consent shall be considered null and void.

7.6 Legal Fees. In the event any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party, reasonable attorneys' fees, costs, and expenses related to such action.

7.7 Severability. If any portion or portions of this Agreement shall be for any reason invalid or unenforceable, the remaining portion(s) shall be valid and enforceable and carried into effect unless to do so would clearly violate the present legal and valid intention of the parties hereto.

7.8 Notices. Any notice required or permitted to be given pursuant to any provisions of this Agreement shall be given in writing, and either delivered in person, by electronic transmission, deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, properly addressed, or by a courier service, to the following addresses:

McDuffie County, Georgia
Attention: County Manager
210 Railroad Street
Thomson, GA 30824
Telecopier Number (706) 595-4710

City of Thomson
Attention: City Administrator
210 Railroad Street
Thomson, GA 30824
Telecopier Number (706) 595-2161

Town of Dearing
Attention: Mayor
P.O. Box 520

Dearing, Georgia 30808
Phone Number (706) 556-0384

The notification addresses listed above can be changed by any party with proper notice as listed above.

7.9 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes any previous agreement or understanding, whether oral or otherwise, including but not limited to that intergovernmental agreement previously entered into by the City and County dated September 1, 2019. No modification of this Agreement shall be valid unless in writing and signed by each of the parties hereto.

7.10 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

7.11 Service Delivery Strategy. This Agreement shall constitute a part of the Service Delivery Strategy between the Town, the City and the County for the term of or the earlier termination of this Agreement. The County shall notify the State Department of Community Affairs of this update in the Service Delivery Strategy previously filed with it. This Agreement shall in no way constitute or be construed to be a waiver by the County, at any time following the expiration or termination of this Agreement, to provide Fire Service in all or any portion of the Service Area or to change the method, manner or parties who provide Fire Service in the Service Area.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal by their authorized representatives on the day and year first above written.

MCDUFFIE COUNTY, GEORGIA

By: [Signature]
Its Chairman of the Board of Commissioners

Attest: [Signature]
Its Clerk of the Board of Commissioners

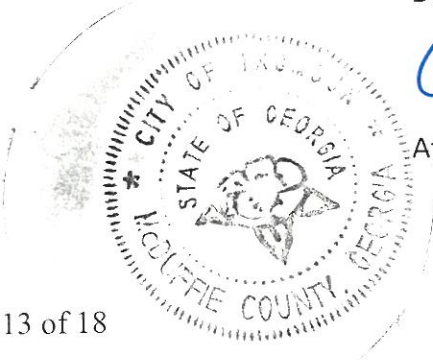


[COUNTY SEAL]

CITY OF THOMSON

By: [Signature]
Its Mayor Kenneth L. Ustry

Attest: [Signature]
Its Clerk



[CITY SEAL]

TOWN OF DEARING

By: 
Its Mayor

Attest: 
Its Clerk



Exhibit A

Exhibit B

Map of Service Area

Exhibit C

Exhibit D