

INTERGOVERNMENTAL AGREEMENT BETWEEN BEN HILL COUNTY BOARD OF
COMMISSIONERS AND FITZGERALD BEN HILL COUNTY REGIONAL
SOLID WASTE AUTHORITY

WHEREAS, Fitzgerald Ben Hill County Regional Solid Waste Authority operates a landfill to serve the citizens of The City of Fitzgerald and Ben Hill County.

WHEREAS, the Parties to this agreement recognize that the Fitzgerald Ben Hill County Regional Solid Waste Authority will begin operation of the landfill effective January 1, 2025; and

WHEREAS, the Parties enter into this agreement in a manner consistent with the objectives of the Parties; and

It is hereby agreed as follows:

- (1) The Authority will operate the landfill and be responsible for all activities at the landfill.
- (2) Ben Hill County Board of Commissioners will provide assistance to the Authority for the operation of the landfill. The County will provide personnel, accounting, and billing services together with any other reasonable requested services to the Authority and the Authority will assume all liability for the operation of the landfill and releases and holds Ben Hill County Board of Commissioners harmless from any and all matters of liability that may arise.
- (3) All work provided by Ben Hill County shall be compensated by the Authority; and additionally, the County shall receive the sum of \$24, 000.00 as an administration fee paid by the Authority due January 1st of each year.
- (4) The Authority shall obtain and maintain insurance coverage throughout the term of the agreement as is more fully shown on the attached Exhibit A.
- (5) By entering into this Agreement, all signatory governments represent and warrant that this Agreement has been legally and lawfully approved by each of its respected Boards and that further, the County upon execution of this Agreement has the legal authority to act on behalf of the local governments set forth herein as relates to the projects envisioned by this Agreement in that each party to

this agreement shall in good faith and with due diligence take any and all necessary steps to ensure the prompt and efficient execution of this Agreement and the related projects addressed herein.

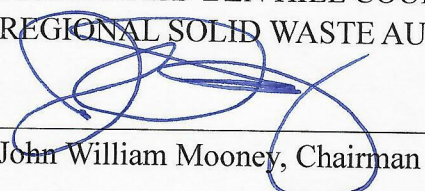
(6) This Agreement may be terminated without penalty, for convenience by either party with thirty days notice. Cause shall only be considered as any action by the County as administrator of this Agreement, which is either illegal, fraudulent, or otherwise in direct breach of this contract.

This the 16th day of OCTOBER, 2025.

BEN HILL COUNTY BOARD
OF COMMISSIONERS

Hal Wiley, Chairman

FITZGERALD BEN HILL COUNTY
REGIONAL SOLID WASTE AUTHORITY



John William Mooney, Chairman

Exhibit A – Insurance Requirements

1. Authority's Insurance

The Authority shall at its sole expense, procure and maintain insurance coverage throughout the term of this Agreement, in accordance with the following minimum requirements:

- Authority shall secure such insurance coverage either from an insurance carrier or carriers licensed to conduct business in the State of Georgia and having an A.M. Best Company rating of A-, Class VII or better, or through an authorized Interlocal Risk Management Agency pursuant to O.C.G.A. § 36-85-1, et seq.; or any combination thereof.
- Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 general aggregate, including contractual liability coverage.
- Public Officials Liability: \$1,000,000 per wrongful act/ \$2,000,000 general aggregate.
- Property Insurance in an amount sufficient to cover all Authority property and County property in the care, custody and/or control of Authority.
- Workers' Compensation & Employer's Liability: Statutory coverage in compliance with Georgia law, with Employer's Liability coverage.

2. Additional Insured Status

The County, its elected officials, trustees, directors, officers, and employees shall be named as Additional Insureds under the Authority's coverage above.

3. Certificates of Insurance

The Authority shall provide the County with Certificates of Insurance prior to the commencement of operations under this Agreement. Renewal certificates shall be provided annually or upon request.

4. County Insurance

The parties acknowledge and agree that the County's own liability insurance program or risk pool participation is not intended to cover Authority operations. Any liability insurance maintained by the County may specifically exclude claims arising out of Authority facilities or activities.

5. Sovereign Immunity

Nothing in this agreement shall constitute a waiver of any available immunities or defenses, and the limits of liability under any property and casualty insurance policy for some or all of the parties may not be added together to determine the maximum amount of liability for any party.