

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT entered into this ____ day of _____, 2024 by and between **BEN HILL COUNTY, GEORGIA** (the “County”) and the **HOSPITAL AUTHORITY OF BEN HILL COUNTY** (the “Hospital Authority”).

WHEREAS, the Hospital Authority is seeking to provide ambulance services for non-emergency purposes, specifically as transport from Dorminy Medical Center to residences and/or other facilities separate from the hospital; and

WHEREAS, an ambulance is necessary for the Hospital Authority to provide the services referenced in the immediately foregoing paragraph; and

WHEREAS, the County currently owns a 2014 Chevrolet ambulance, VIN Number 1GBG5CL5E1157862 (the “Ambulance”) that has been deemed surplus property by the Ben Hill County Board of Commissioners at its November 5, 2024 Regular Meeting; and

WHEREAS, GA. CONST. Art 9, § 2, ¶ III(a)(3) authorizes the County to provide ambulance services; the County contracts with a separate entity to provide emergency ambulance services but does not currently provide or contract with another entity to provide non-emergency ambulance services; and

WHEREAS, the County has determined that it is in the best interest of the public health, safety and welfare to provide the Ambulance to the Hospital Authority for non-emergency purposes, specifically as transport from Dorminy Medical Center to residences and/or other facilities outside of the hospital.

NOW, THEREFORE, for and in consideration of the covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and the Hospital Authority hereby agree as follows:

1. The County will transfer title and possession of the Ambulance to the Hospital Authority for the purpose of using the Ambulance for non-emergency purposes, specifically as transport from Dorminy Medical Center to residences and/or other facilities outside of the hospital.
2. At all times during the time period that the Hospital Authority has possession and ownership of the Ambulance, the Hospital Authority will be fully responsible for any liability related to the Ambulance and/or the use of the same. Furthermore, at all times during the time period that the Hospital Authority has possession and ownership of the Ambulance, the Hospital Authority is responsible for maintenance and repairs of the Ambulance to keep the Ambulance in a commercially reasonable condition.
3. The Hospital Authority shall indemnify and defend the County for any claim brought against the County due to any conduct, act, or failure to act by the Hospital Authority

related to its use, misuse, or non-use of the Ambulance. The duty to defend shall include all reasonable attorney's fees, expert fees, court costs, or any other reasonable and necessary expense to manage any claim, lawsuit, litigation or action of any kind.

4. At all times during the time period that the Hospital Authority has possession and ownership of the Ambulance, the Hospital Authority shall obtain and maintain sufficient insurance for the Ambulance, as required by law. During this time period, if the Ambulance is rendered totaled or there is a total loss and the Hospital Authority chooses not to replace the Ambulance, the Hospital Authority agrees to pay the County the insurance fund proceeds from the loss of the Ambulance.
5. If the Hospital Authority ceases using the Ambulance for the purposes outlined herein before the end of the useful life of the Ambulance, the Hospital Authority will transfer title, ownership, and possession of the Ambulance back to the County.
6. All lawsuits arising out of or related to this Intergovernmental Agreement shall be filed in the Superior Court of Ben Hill County, Georgia.

IN WITNESS WHEREOF, the County and Hospital Authority have executed or caused this Intergovernmental Agreement to be executed on their behalf by their duly authorized representatives as of the dates indicated below.

IT IS HEREBY AGREED this ____ day of _____, 2024.

BEN HILL COUNTY, GEORGIA

By: _____
Steve Taylor, Chairman

(Seal)

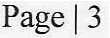
Attest: _____
Clerk

**HOSPITAL AUTHORITY OF BEN
HILL COUNTY**

By: _____

(Seal)

Attest: _____



Georgia Certificate of Title

DISCLAIMER: DO NOT ACCEPT THIS TITLE WITHOUT THE SECURITY THREAD LOCATED APPROXIMATELY TWO INCHES FROM LEFT EDGE.

VEHICLE IDENTIFICATION NUMBER
1GB6G5CL5E1157862

MAKE
CHEVROLET

YEAR
2014

TYPE OF BODY
TRUCK

MODEL
EXPRESS CUTAWA

ODOMETER*
000496

CYL
8

DATE ISSUED
08/15/2019

1GB6G5CL5E1157862

000496

DATE VEHICLE PUR
11/13/2014

FUEL
DIESEL

NEW OR USED
NEW

PREVIOUS TITLE NBR / STATE OF ISSUE
771684170325970 /GA

NBR OF LIENS
0

COLOR
WHI

CURRENT TITLE NUMBER
770008262136068

MAIL TO:

TO

BEN HILL COUNTY BOARD OF COMMISSIONERS
402 A EAST PINE ST
FITZGERALD GA 31750-0000

OWNER

BEN HILL COUNTY BOARD OF COMMISSIONERS
402 A EAST PINE ST
FITZGERALD GA 31750-0000

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.

1ST LIEN OR SECURITY INTEREST

* THIS IS A REPLACEMENT CERTIFICATE AND MAY BE SUBJECT TO
THE RIGHTS OF A PERSON UNDER THE ORIGINAL CERTIFICATE

2ND LIEN OR SECURITY INTEREST

3RD LIEN OR SECURITY INTEREST

RELEASE OF LIEN OR SECURITY INTEREST

DATE OF RELEASE SECURITY INTEREST HOLDER AUTHORIZED AGENT

1ST LIEN	_____	BY _____
2ND LIEN	_____	BY _____
3RD LIEN	_____	BY _____



The Georgia Department of Revenue issued this title pursuant to the Motor Vehicle Certificate of Title Act and this title is subject to its provisions. The Department certifies that on application duly made, the person named herein is registered as the lawful owner of the vehicle described subject to any liens or security interests set forth and such liens or security interests as may subsequently be filed with the Commissioner.

1048190147

[Signature]



STATE REVENUE COMMISSIONER

52898776