

by Echols County pursuant to this Agreement; provided, however, that should it be determined by a final judgment in a court of competent jurisdiction that Lowndes County is solely liable to another party or parties without any joint, comparative, and/or apportioned liability on the part of Echols County or its officials, agents, or employees, then Echols County shall not be required to indemnify Lowndes County for any portion of the judgment amount that exceeds the limits of liability insurance maintained by Echols County pursuant to this Agreement, and Lowndes County shall reimburse Echols County for all sums reasonably expended by Echols County in defending against any such judgment.

22. Nothing in this Agreement shall be in any way construed as a waiver of any sovereign, official, or governmental immunity of either Party, or any of their officials, agents, or employees.

23. The initial term of this Agreement shall be for a period of one (1) year beginning July 1, 2021, and ending June 30, 2022. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either Party gives written notice to the other of an intent not to renew at least one hundred eighty (180) days prior to the expiration of the then-current term, provided however, the Agreement shall not exceed fifty (50) years from July 1, 2021.

24. During and within the initial term, or any successive one (1) year term, this Agreement may not be terminated by either Party without cause.

25. In the event that either Party breaches any portion of this Agreement and fails to cure said breach within sixty (60) days of receipt of written notice thereof, the non-breaching Party may thereafter terminate this Agreement by providing written notice thereof to the breaching Party.

26. Any notice required or permitted to be given under this Agreement shall be deemed sufficient if sent via certified or registered U.S. Mail to the following addresses:

If to Lowndes County: County Manager
Lowndes County Board of Commissioners
327 North Ashley Street
Valdosta, GA 31602

If to Echols County: County Administrator
Echols County Board of Commissioners
110 General DeLoach Street
Statenville, GA 31648

27. Lowndes County will not disclose records it maintains for the purpose of providing the Services except as required by (a) the Georgia Open Records Act, OCGA § 50-18-70 *et seq.*, (b) other applicable by law, (c) subpoena, or (c) court order.

28. Neither Party shall be responsible for a failure to perform under this Agreement due to events, circumstances, or acts of third parties beyond such Party's reasonable control, including acts of God, acts of public enemies, acts of other governmental entities, telecommunications or other utility disruptions, strikes or other labor disruptions, hurricanes, earthquakes, fires, floods, epidemics, embargos, wars, riots, and other similar events, circumstances, or acts of third parties.

29. If any provision of this Agreement, or application thereof to any person or circumstance, shall to any extent be invalid, then such provision shall be modified, if possible to fulfill the intent of the Parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and