

INDEMNIFICATION/HOLD HARMLESS

With regard to the work to be performed by GPM, neither the Court nor the County shall be liable to GPM, or to anyone who may claim a right resulting from any relationship with GPM, for any negligent act or omission of GPM, its employees, agents, or participants in the performance of services conducted on behalf of the County. In addition, GPM agrees to indemnify and hold harmless the Court and the County, their officials, employees, agents, or participants with the Court and the Probation Services described herein, from any and all claims, actions, proceedings, expenses, damages, liabilities or losses (including, but not limited to, attorney's fees and court costs) arising out of or in connection with any negligent act or omission of GPM, including wrongful criminal acts of GPM, or GPM's employees, agents, or representatives. Further, the County is to be named as an additional named insured on GPM's liability insurance policies.

ASSIGNMENT

The duties and obligations assumed by GPM are professional services unique to GPM and are, therefore, not transferable or assignable without prior consent of the County and Court. Consent, however, shall not be unreasonably withheld.

VALIDITY

This Contract shall be binding on any successor to the undersigned official of the County or Court. The provisions enumerated in this Contract shall be deemed valid insofar as they do not violate any Local, State, or Federal laws. In the event any provision of this Contract should be declared invalid, the remainder of this Contract shall remain in full force and effect.

NOTICE

Any notice provided for in this Contract shall be in writing and served by personal delivery or by registered or certified mail addressed to:

As to the County: Lowndes County Board of Commissioners
327 N. Ashley Street, 3rd Floor
Valdosta, GA 31601
Attn: Paige Dukes, County Manager

As to GPM: Georgia Probation Management, Inc.
327 S. Hill Street, Building A
Buford, Georgia 30518
Attn: Keith Ward, CEO

Notices sent by registered or certified mail shall be deemed delivered/received upon actual receipt or three (3) days from mailing, whichever is shorter. The above addresses may be modified by written notice to the other party.