
AGENDA

**BOARD OF COMMISSIONERS
OF
OCONEE COUNTY, GEORGIA
Tuesday, July 2, 2019
Commission Meeting Chambers
Oconee County Courthouse
6:00 PM**

- 1. Approval of Agenda**
- 2. Statements and Remarks from Citizens**
- 3. Statements and Remarks from Commissioners**
- 4. Approval of Minutes**
 - 1) June 4, 2019 Regular Meeting
 - 2) June 25, 2019 Agenda Setting Meeting
- 5. Approval of Resolutions, Ordinances, Policies, Etc.**
 - 1) Consider text amendments to [Article 4](#), Lot and Building Standards, of the Oconee County Unified Development Code.
 - 2) Consider text amendments to [Article 5](#), Subdivisions and Planned Developments, of the Oconee County Unified Development Code.
- 6. Hearings and Actions on Zoning Matters, Special Use Permits, Street Light Tax Districts, Etc**
 - 1) Consider [Special Use #7787](#):
Applicant: Carter Engineering Consultants, Inc.
Owner: Prince Avenue Baptist Church
Zoned: A-1 Acreage: ±60.75 acres
Location: Ruth Jackson Road
Proposed Use: Expansion of Community-Scale Church
 - 2) Consider [Rezone #7798](#):
Applicant: Carter Engineering, Inc.
Owner: Scout Construction, LLC;
Zoning: AR (formerly AR-1) to AR (formerly AR-1) with modifications to Rezone no. 2039
Acreage: ±5.99 acres
Location: Intersection of Morningside Drive and Hodges Mill Road

Individuals with disabilities who require accommodations to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are required to contact the ADA Coordinator at 706-769-5120 promptly to allow the County to make reasonable accommodations.

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- 3) Consider [Rezone #7734](#):
Applicant: Ken Beall, Beall & Company (member)
Owner: Burgess Family Enterprises, LLC and J.G. Griffeth Investments, LLC
Zoning: A-1 and B-2 to B-2 Acreage: ±19.289
Location: Jennings Mill Road, Oconee Connector, and Virgil Langford Road
- 4) Consider [Hardship Variance #7825](#):
Applicant: Ken Beall, Beall & Company
Owners: William G. and Kathryn D. Hayes
Zoning: AG Acreage: 1.31 Acres
Location: Colliers Creek Road and Hilltop Road
Request: Allow for a Detached Garage to be Constructed in the Front Yard of a Residential Property.
- 5) Consider [Special Exception Variance # 7790](#):
Applicant: Abbey Garven
Owner: Sapphire Properties LP
Zoning: AG Acreage: ± 0.36 acres
Location: Sims Drive
Request: Reduce the Side Setback on a Residential Property

7. Personnel Matters

- 1) Confirmation of Human Resources Director - Justin Kirouac.

8. Consent Items

- 1) Approve FY20 Public Defender Indigent Services Agreement with a term to begin July 1, 2019 and expire June 30, 2020.
- 2) Approve FY20 Property and Liability Insurance Proposal from ACCG-IRMA (Association County Commissioners of Georgia - Interlocal Risk Management Agency).
- 3) Approve Acceptance of Right-of-Way Deed for Value Added Concepts, LLC, to Oconee County, 0.51 Acres, as shown on survey entitled "Final Plat for Value Added Concepts, LLC" dated January 16, 2019.

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- 4) Approve Authorization of the Finance Director to Amend and Revise the FY2019 Budget.
- 5) Reconstitution of Land Use & Transportation Planning Committee to Long Range Transportation Study Task Force. Committee terms expiring 09/30/2019 will not be filled. Task Force will terminate at completion of the task.
- 9. **Executive Session to discuss land acquisition, personnel matters and/or potential litigation (if needed)**
- 10. **Adjourn**

Individuals with disabilities who require accommodations to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, are required to contact the ADA Coordinator at 706-769-5120 promptly to allow the County to make reasonable accommodations.

The Regular Meeting of the Oconee County Board of Commissioners was held on Tuesday, June 4, 2019 at 6:00 p.m. in the Commission Meeting Chambers of the Oconee County Courthouse.

Members Present:
Chairman John Daniell
Commissioner Mark Thomas
Commissioner Chuck Horton
Commissioner W.E. “Bubber” Wilkes
Commissioner Mark Saxon

Staff Present:
Justin Kirouac, County Administrator
Daniel Haygood, County Attorney
Kathy Hayes, County Clerk
Wes Geddings, Finance Director
Guy Herring, Planning & Code Enforcement Director
Gabriel Quintas, Assistant Planning & Code Enforcement Director
Grace Tuschak, Planner
Jody Woodall, Public Works Director
Diane Baggett, Communications Manager
Tim Durham, Water Resources Director
Mickey Baughcum, Assistant Water Resources Director
Paula Nedza, IT Director

Chairman John Daniell began the Board meeting at 6:00 p.m. with a moment of silence, and the Pledge of Allegiance was led by County Attorney Daniel Haygood.

Approval of Agenda:

On motion by Commissioner Horton and second by Commissioner Wilkes, the Agenda was unanimously approved.

Statements and Remarks from Citizens

None.

Statements and Remarks from Commissioners

Chairman Daniell shared with the audience that a Push-In Ceremony was held for the new ladder truck at Fire Station No. 8 on June 3, 2019. Also, he thanked Oconee County Firefighters that assisted McDuffie County with the Georgia Pacific Fire in Thomson, Georgia.

Presentation to the Water Resources Department from the Georgia Association of Water Professionals:

Ms. Pam Burnett, Georgia Association of Water Professionals (GAWP), presented the GAWP Platinum Award to the Oconee County Water Resources Department to recognize its excellence in professionalism and operations. Ms. Burnett shared that to receive the Gold Award requires perfect compliance with no errors for a year, and the Platinum Award is presented to those who have achieved the Gold Award for five years. The Water Resources Department has continued to receive the Platinum Award each year for a total of 17 years for both awards. Water Resources employees present to receive the Award were Tim Durham, Water Resources Director; Mickey Baughcum, Assistant Water Resources Director; Adam Layfield, Engineer; Wes Watson, Systems Supervisor; David Lewis, Distribution/Collection Crew Leader; Greg Long, Maintenance Mechanic; and Tyler Perry, Water Resource Worker III.

Approval of Minutes:

On motion by Commissioner Saxon and second by Commissioner Thomas, the minutes of May 7, 2019 - Regular Meeting; May 21, 2019 - FY20 Budget Public Hearing; and May 21, 2019 - Agenda Setting Meeting were unanimously approved.

Unified Development Code Text Amendments, Articles 2 and 3:

Planning and Code Enforcement Director Guy Herring presented amendments to Articles 2 and 3 of the Unified Development Code regarding Short-Term Rentals. The following edits have been made in Article 2: Definition of Short Term Rental added in Section 202, Definitions related to the use of land and structures and Short Term Rentals added to Table 2.2 - Accessory Uses Allowed by Zoning District. The following edits have been made to Article 3: Provisions/restrictions added for Short Term Rentals. The Planning Commission recommended striking "no short-term rental may be rented more than once during the same 30-day period" in Section 352.b. Staff objected, but agreed that AG-zoned properties be exempted. Mr. Herring stated that County Attorney comments have been included.

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Horton and second by Commissioner Wilkes, the Board unanimously adopted the amendments, as recommended by staff, to the Unified Development Code Articles 2 and 3. ***See Documentation in Ordinances and Resolutions Book No. 22.***

Unified Development Code Text Amendments - Article 12:

Planning & Code Enforcement Directory Guy Herring presented amendments to Article 12 of the Unified Development Code as follows: Update development review and zoning processes; amend zoning review standards; and replacement of outdated terms and department labels with the updated terms and labels. The Planning Commission recommended approval to the amendments subject to six suggested revisions as follows: Section 1202: retain the current definition of "Condition of Zoning Approval" (Staff objects); Section 1207.01.a, 1207.01.b, & 1207.01.d: retain the current version of this text (Staff objects); Throughout Article 12: the number of days allowed for staff plan review should mirror the state standards (Staff objects); Section 1208.02: retain current version of this text (Staff objects); Section 1209.01.c.1: The Planning Department should be required to notify adjacent property owners of proposed zoning changes no less than 15 days prior to the public hearing (No objection); 1223.07.c: change from "Written notice of pending expiration of the building permit or development permit may be issued by the Planning Director" to "Written notice of pending expiration of the building permit or development permit will be issued by the Planning Director" (Staff objects); and Section 1208.05.d: strike "or for other purposes deemed to be in the best interests of the public by the Board of Commissioners." (Staff objects).

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Saxon and second by Commissioner Wilkes, the Board unanimously adopted the text amendments, as recommended by staff, to the Unified Development Code, Article 12. ***See documentation in Ordinances & Resolutions Book No. 22.***

Unified Development Code Text Amendments - Article 13:

Planning & Code Enforcement Directory Guy Herring presented amendments to Article 13 of the

Unified Development Code as follows: Replacement of outdated terms and department labels with the updated terms and labels; Amend limitations for special exception variances.

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Saxon and second by Commissioner Horton, the Board unanimously adopted the text amendments, as recommended by staff, to the Unified Development Code, Article 13. ***See documentation in Ordinances & Resolutions Book No. 22.***

Courthouse Expansion Project Change Order:

County Administrator Justin Kirouac presented "Amendment No. 1" to the Courthouse Expansion Project regarding payment processes and retainage. There is no change in the overall contract amount but "Amendment No. 1" will allow for a more efficient processing of payments to subcontractors.

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Saxon and second by Commissioner Horton, the Board unanimously approved the change order ("Agreement No. 1") of the Courthouse Expansion Project.

Special Use No. 7766 - Applicant: HPC Auto Services , Owner: Mike Thornton and Tommy Saxon, Location: Salem Road and Macon Highway:

The Board held a Public Hearing on Special Use No. 7766, Applicant: HPC Auto Services, Owner: Mike Thornton and Tommy Saxon. Location: Salem Road and Macon Highway, ± 1.35 Acres. Zoning: B-2. Request: Allow motor vehicle towing and wrecker services (vehicle impoundment lot). Gabriel Quintas, Assistant Planning & Code Enforcement Director, presented the request. Mr. Quintas stated that the Planning Commission recommended denial and staff recommends denial. Should the Board approve, Staff recommends one (1) condition. Benjamin Hanley, HPC Auto Services, did not attend the Board meeting.

Chairman Daniell opened the Public Comment period.

Margaret Hale, Salem Road, Farmington, spoke against the request regarding concerns of a well on the property, water runoff and impact to traffic.

John Cleaveland, Salem Road, Farmington, spoke against the request and thanked the Planning Staff for recommending denial. He is concerned about the environmental impact regarding water runoff in ditches and pollution of a pond. He stated that long-term planning has done a good job and Farmington is enjoyed by many people.

Linda MacBeth, Freeman Creek Road, Farmington, spoke against the request and supports the Planning Department and Planning Commission denials. Ms. MacBeth believes the property is a potential gateway to the County.

Philip Crowe, Mayne Mill Road, Farmington, spoke against the request regarding water runoff and traffic movement.

Chairman Daniell closed the Public Comment period.

On motion by Commissioner Horton and second by Commissioner Thomas, the Board unanimously denied Special Use No. 7766, Applicant: HPC Auto Services, Owner: Mike Thornton and Tommy Saxon. Location: Salem Road and Macon Highway, + 1.35 Acres. Zoning: B-2. Request: Allow motor vehicle towing and wrecker services (vehicle impoundment lot). ***See documentation in Ordinances & Resolutions Book No. 22.***

Special Exception Variance No. 7789 - Applicant: HPC Auto Services, Owners: Mike Thornton and Tommy Saxon. Location: Salem Road and Macon Highway:

No Public Hearing was held for Special Exception Variance No. 7789 due to the denial of Special Use No. 7766.

Rezone No. 7767 - Applicant: Nichols Land & Investment Company, Owner: Resurgence Park, LLC. Location: 2055 Resurgence Drive:

The Board held a Public Hearing on Rezone No. 7767, Applicant: Nichols Land & Investment Company, Owner: Resurgence Park, LLC. Location: 2055 Resurgence Drive, ± 3.97 Acres. Zoning Request: B-1 to B-1 with modifications to Rezone No. 6356 (approved in 2013), to allow for additional lots in the approved commercial subdivision. Gabriel Quintas, Assistant Planning & Code Enforcement Director, presented the request with six (6) conditions recommended by staff and stated that the Planning Commission recommended approval subject to staff's Conditions. Daniel Marks, Nichols Land & Investment Company and Owner Representative, briefed the Board regarding the request.

Chairman Daniell opened the Public Comment period and there was none.

On motion by Commissioner Saxon and second by Commissioner Wilkes, the Board unanimously approved Rezone No. 7767 – Applicant: Nichols Land & Investment Company, Owner: Resurgence Park, LLC. Location: 2055 Resurgence Drive, ± 3.97 Acres. Zoned B-1 to B-1 with modifications to Rezone No. 6356 with six (6) conditions. ***See documentation in Ordinances & Resolutions Book No. 22.***

Rezone No. 7768 - Applicant: ERT, Inc. c/o David Elder, Owner: Oconee Medical Holdings, LLC. Location: Jennings Mill and Virgil Langford Roads:

The Board held a Public Hearing on Rezone No. 7768, Applicant: ERT, Inc. c/o David Elder, Owner: Oconee Medical Holdings, LLC. Location: Jennings Mill and Virgil Langford Roads, ± 14.226 Acres. Zoning: B-2. Request: B-2 to B-2 with modifications to Rezone No. 6598 to allow for an increase in total allowed building square footage. Gabriel Quintas, Assistant Planning & Code Enforcement Director, presented the request with four (4) conditions recommended by the Planning Staff and the Planning Commission recommended approval. David Elder, Owner, briefed the Board regarding the request.

Chairman Daniell opened the Public Comment period and there was none.

On motion by Commissioner Horton and second by Commissioner Saxon, the Board unanimously approved Rezone No. 7768 – Applicant: ERT, Inc. c/o David Elder, Owner: Oconee Medical Holdings, LLC. Location: Jennings Mill and Virgil Langford Road, ± 14.226 Acres. Zoned B-2 to B-2 with modifications to Rezone No. 6598 to allow for an increase in total allowed building square footage with four (4) conditions. ***See documentation in Ordinances & Resolutions Book No. 22.***

Hardship Variance No. 7769 – Applicant: Williams & Associates Land Planners, Owner: Holly Purcell, Location: 2070 Hodges Mill Road:

The Board held a Public Hearing on Hardship Variance No. 7769, Applicant: Williams & Associates Land Planners, Owner: Holly Purcell. Location: 2070 Hodges Mill Road, ± 19.096 Acres. Zoning: A-1. Variance Request: Allow more than three lots to be accessed from a private drive. Gabriel Quintas, Assistant Planning & Code Enforcement Director, presented the request with one (1) condition recommended by the Planning Staff. Justin Greer, Williams & Associates and Owner

Representative, briefed the Board regarding the request.

Chairman Daniell opened the Public Comment period and there was none.

On motion by Commissioner Saxon and second by Commissioner Horton, the Board unanimously approved Hardship Variance No. 7769 – Applicant: Williams & Associates Land Planners, Owner: Holly Purcell. Location: 2070 Hodges Mill Road, ± 19.096 Acres. Variance Request: Allow more than three lots to be accessed from a private access drive with one (1) condition. ***See documentation in Ordinances & Resolutions Book No. 22.***

Hardship Variance No. 7770 – Applicant: Williams & Associates Land Planners, Owner: Ashley D. Hill and Stacey K. Hill, Location: 2246 Hodges Mill Road:

The Board held a Public Hearing on Hardship Variance No. 7770, Applicant: Williams & Associates Land Planners, Owner: Ashley D Hill and Stacey K. Hill. Location: 2246 Hodges Mill Road, ± 14.861 Acres. Zoning: A-1. Variance Request: Allow more than three lots to be accessed from a private access drive. Gabriel Quintas, Assistant Planning & Code Enforcement Director, presented the request with one (1) condition recommended by the Planning Staff. Justin Greer, Williams & Associates and Owner Representative, briefed the Board regarding the request.

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Thomas and second by Commissioner Horton, the Board unanimously approved Hardship Variance No. 7770. Applicant: Williams & Associates Land Planners, Owner: Ashley D. Hill and Stacey K. Hill. Location: 2246 Hodges Mill Road, ± 14.861 Acres. Variance Request: Allow more than three lots to be accessed from a private access drive with one (1) condition. ***See documentation in Ordinances & Resolutions Book No. 22.***

Public Hearing and Consideration of Adoption of the 2020 Fiscal Year Budget and Fee Schedule.

Finance Director Wes Geddings presented to the Board the FY20 Budget Summary and Fee Schedule and requested approval of the FY19 Proposed Vehicle Surplus Listing. Total of all funds for the FY20 Budget is \$52,112,905.00, which includes the General Fund, Special Funds, Capital Projects Funds, SPLOST Funds and Enterprise Funds. County Administrator Justin Kirouac stated that policy amendments are forthcoming regarding surplus vehicle management.

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Horton and second by Commissioner Thomas, the Board voted unanimously to adopt the 2020 Fiscal Year budget as follows: Total of all Funds \$52,112,905.00 to include General Fund \$30,507,038.00; Special Funds \$3,650,026; Capital Projects Funds \$592,591.00; SPLOST Funds \$9,017,379.00; Enterprise Funds \$11,455,218.00; FY20 Fee Schedule; and FY19 Proposed Surplus Vehicle Listing as presented. ***See Documentation in Ordinances and Resolutions Book No. 22.***

Malcom Bridge Road Roundabout Projects:

Chairman John Daniell recommended that the Board move forward with the Roundabout Project for the intersection at Mars Hill Road and Malcom Bridge Road with the contract awarded to E.R. Snell in an amount not to exceed \$1.2 million provided by SPLOST funds.

The Roundabout Project for the school entrance/commercial development will be redesigned

without the use right-of-way provided by the Board of Education. Construction for the school entrance roundabout will be completed at a later date after further discussion with the Board of Education.

Chairman Daniell asked for Public Comment and there was none.

On motion by Commissioner Thomas and second by Commissioner Horton, the Board unanimously approved the construction of the Roundabout Project at the intersection of Mars Hill Road and Malcom Bridge Road, awarding the contract to E.R. Snell in an amount not to exceed \$1.2 million, provided by SPLOST funds.

Consent Items

Chairman Daniell asked the Board if any items should be removed from the Consent Agenda. No items were removed. On motion by Commissioner Wilkes and second by Commissioner Saxon, the following Consent Agenda items were unanimously approved/adopted.

- 1) Approve Resolution for the Issuance of Citations.
- 2) Approve Memorandum of Understanding with Georgia Environment Finance Authority regarding the WaterFirst Program.
- 3) Approve Contract with Epps Bridge Centre regarding the July 4th Fireworks event.
- 4) Dissolution of the Advisory Committee for Cultural Affairs and Tourism.
- 5) Approve new Alcohol License for Alliance Express, LLC at 2111 Oconee Connector (a/k/a Athens Shell), with MD Jaharul Islam as the Registered Agent.

Executive Session:

On motion by Commissioner Saxon and second by Commissioner Wilkes, the Board unanimously voted to adjourn into Executive Session at 6:50 p.m. to discuss land acquisition and potential litigation.

No action was taken in Executive Session.

On motion by Commissioner Horton and second by Commissioner Thomas, the Board adjourned Executive Session at 7:02 p.m. On motion by Commissioner Saxon and second by Commissioner Wilkes, the Board adjourned back into Regular Session.

There being no further business, on motion by Commissioner Wilkes and second by Commissioner Thomas, the meeting was adjourned at 7:03 p.m.

Chairman John Daniell

Kathy Hayes, County Clerk

Date: _____

**INDIGENT DEFENSE SERVICES AGREEMENT
BETWEEN THE CIRCUIT PUBLIC DEFENDER OFFICE OF THE WESTERN
JUDICIAL CIRCUIT, THE OCONEE COUNTY BOARD OF COMMISSIONERS,
AND THE UNIFIED GOVERNMENT OF ATHENS-CLARKE COUNTY**

THIS AGREEMENT is entered into this 1st day of July, 2019, between the Circuit Public Defender Office of the Western Judicial Circuit (herein referred to as "the Circuit Public Defender Office"), the Georgia Public Defender Council (hereinafter "GPDC"), the Oconee County Board of Commissioners, a body politic and corporate, and a political subdivision of the State of Georgia and the Unified Government of Athens-Clarke County, a body politic and corporate, and a political subdivision of the State of Georgia (herein referred to as "the Unified Government") and is effective July 1, 2019, except as provided in Section 5.10.

WITNESSETH:

WHEREAS, the Circuit Public Defender Office, the Oconee County Board of Commissioners and the Unified Government enter into this agreement to implement the provisions of the Georgia Indigent Defense Act of 2003, as amended, including the provisions quoted below; and

WHEREAS, O.C.G.A. § 17-12-23 (d), which is effective January 1, 2005, provides as follows:

A city, county, or consolidated government may contract with the circuit public defender office for the provision of criminal defense for indigent persons accused of violating city, county, or consolidated government ordinances or state laws. If a city, county or consolidated government does not contract with the circuit public defender office, the city, county, or consolidated government shall be subject to all applicable standards adopted by the council for representation of indigent persons in this state; and

WHEREAS, O.C.G.A. § 17-12-34, which is effective January 1, 2005, provides as follows:

The governing authority of the county shall provide, in conjunction and cooperation with the

other counties in the judicial circuit and in a pro rata share according to the population of each county, appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner. The provisions of an office, utilities, telephone expenses, materials, and supplies shall be subject to the budget procedures required by Article 1 of Chapter 81 of Title 36; and

WHEREAS, O.C.G.A. § 17-12-35, which is effective January 1, 2005, provides as follows:

A circuit public defender office may contract with and may accept funds and grants from any public or private source; and

WHEREAS, the Oconee County Board of Commissioners is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Unified Government is a body politic, existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other political entities; and

WHEREAS, the Public Defender Office is existing and operating under the laws and Constitution of the State of Georgia with full power to enter into contracts and agreements with other entities; and

WHEREAS, it is the intent of the parties to this agreement to provide for the operation of an indigent defense system to assure that adequate and effective legal representation is provided, independent of political considerations or private interests, to indigent defendants in criminal cases consistent with the standards adopted by the Georgia Public Defender Council. This system and this agreement include the following:

(1) The provision by the Circuit Public Defender Office of the statutorily required services to the Oconee Board of Commissioners and the Unified Government;

(2) The payment for additional personnel and services by the Oconee Board of Commissioners and the Unified Government;

3) The provision by the Oconee Board of Commissioners and the Unified Government of its pro rata share of the costs of appropriate offices, utilities, telephone expenses, materials, and supplies as may be necessary to equip, maintain, and furnish the office or offices of the circuit public defender in an orderly and efficient manner; and

(4) The provision for other matters necessary to carry out this agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the agreement and for Ten Dollars (\$10) and other good and valuable consideration, **IT IS AGREED AS FOLLOWS:**

ARTICLE 1

STATUTORY PERSONNEL

Section 1.01 Statutory Staffing. The Circuit Public Defender Office agrees to provide for the Western Judicial Circuit full-time staff for a circuit public defender office or offices consisting of a circuit public defender; an assistant public defender for each superior court judge authorized for the circuit, excluding the chief judge and senior judges; an investigator; and 2 additional persons to perform administrative, clerical or paraprofessional services.

Section 1.02 Statutory Services. The Circuit Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- 1) Cases prosecuted in the Superior Courts of the Western Judicial Circuit under the laws of the State

of Georgia in which there is a possibility that a sentence of imprisonment or probation or suspension of sentence of imprisonment may be adjudged;

2) Hearings in the Superior Courts of the Western Judicial Circuit on revocation of probation;

3) Cases prosecuted in the Juvenile Courts of Oconee County and Athens-Clarke County in which a child may face a disposition in a delinquency case of confinement, commitment or probation; and

4) Direct appeals from a decision in cases described in 1), 2), and 3) above.

Section 1.03 Conflicts. GPDC agrees to provide for legal representation by an attorney who is not an employee of the Public Defender Office in cases described in Section 1.02 in which the Public Defender Office has a conflict of interest.

Article 2

ADDITIONAL PERSONNEL AND SERVICES

Section 2.01 Additional personnel and services. The Public Defender Office agrees to provide and the Oconee County Board of Commissioners and the Unified Government agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms of Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid in Attachment A includes a 5% administration fee. Any additional personnel employed by the Public Defender Office pursuant to this section are full-time state paid employees of the Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service. Such employees shall not be deemed to be employees of the Oconee County Board of Commissioners or the Unified Government.

ARTICLE 3

PROVISION BY THE OCONEE COUNTY BOARD OF COMMISSIONERS AND THE UNIFIED GOVERNMENT OF THEIR PRO RATA SHARE OF THE COSTS OF APPROPRIATE OFFICES, UTILITIES, TELEPHONE EXPENSES, MATERIALS, AND SUPPLIES AS MAY BE NECESSARY TO EQUIP, MAINTAIN, AND FURNISH THE OFFICE OR OFFICES OF THE CIRCUIT PUBLIC DEFENDER.

Section 3.01 Office expenses. The Oconee Board of Commissioners and the Unified Government agrees to pay their pro rata share of the budget provided in Attachment B, which is the budget for appropriate offices, utilities, telephone expenses, materials, and supplies to equip, maintain, and furnish the office or offices of the Public Defender Office. The amount of the Oconee Board of Commissioners and the Unified Government's pro rata shares based on population are stated in Attachment B and are payable in twelve payments due as provided hereafter. Attachment B is incorporated into this agreement by reference. The first such monthly payment is due on July 1, 2019 and shall be 1/12 of the amount of the contract. The remaining eleven payments shall be due on the first day of each month beginning on August 1, 2019, and said remaining payments shall each be for 1/12 of the contract amount. The recipient of said payment shall be: The Georgia Public Defender Council, 104 Marietta Street NW, Suite 600, Atlanta, Georgia 30303.

Section 3.02 Office rent. The Oconee Board of Commissioners and the Unified Government acknowledge that the public defender will lease appropriate office space at 440 College Avenue, Athens for no longer than the duration of this contract. The public defender will make rent payments with funds provided for that purpose under Attachment "B" of this contract. If this contract is terminated for any reason the Oconee Board of Commissioners agrees to pay its pro rata share of 22% of any remaining rent obligation owed under said lease and the Unified Government agrees to pay its pro rata share, to wit 78%, any remaining rent obligations owed under said lease.

ARTICLE 4

OPTIONAL PROVISIONS

(RESERVED)

ARTICLE 5

MISCELLANEOUS

Section 5.01 Term. The term of this agreement is 12 months, beginning July 1, 2019 and ending June 30, 2020.

Section 5.02 Maintenance of effort. The Oconee Board of Commissioners and the Unified Government agree that they will continue to fund indigent defense for the term of this agreement, at a minimum, at the levels specified in Attachments A and B of this contract for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to continue to operate the circuit public defender office on and after July 1, 2019.

Section 5.03 Severability. Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively referred to as "part") of this agreement that is judged, held, found, or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect. Any agreement of the parties to amend, modify, eliminate, or otherwise change any part of this agreement shall not affect any other part of this agreement, and the remainder of this agreement shall continue to be of full force and effect.

Section 5.04 Cooperation, dispute resolution and jurisdiction.

(a) The Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government acknowledge that they continue to engage in a new venture and that this

agreement may need to be revised periodically to address new or unforeseen matters.

(b) Each party to this agreement agrees to cooperate with the other party to effectuate and carry out the intent of this agreement.

(c) This agreement, and the rights and obligations of the parties, are governed by, and subject to and interpreted in accordance with the laws of the State of Georgia. The parties acknowledge and agree that by law, the exclusive jurisdiction for contract actions against the state, departments and agencies of the state, and state authorities is the Superior Court of Fulton County, Georgia.

Section 5.05 Notice. A notice to a party to this agreement shall be made in writing and shall be delivered by first class mail or personally to the person and at the address indicated below:

Western Judicial Circuit Public Defender Office:
John W. Donnelly
Circuit Public Defender
440 College Avenue, suite 220
Athens, GA, 30601

Georgia Public Defender Council:
Jimmonique Rodgers, Interim Director
Georgia Public Defender Council
104 Marietta Street NW, Suite 600
Atlanta, Georgia 30303

County Commission of Oconee County:
Chairman John Daniell
Oconee County Board of Commissioners
23 North Main Street
Post Office Box 145
Watkinsville, GA 30677

Unified Government of Athens-Clarke County:

Blaine Williams, Manager
Unified Government of Athens-Clarke County
301 College Avenue
Suite 303
Athens, GA 30601

Section 5.06 Agreement modification. This agreement, including all attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter of this agreement and may be altered or amended only by a subsequent written agreement of equal dignity; provided, however, that the parties' representatives identified in Section 5.05 may agree in writing by an exchange of letters or emails prior to the budget revision becoming effective to budget revisions which do not increase or decrease the total dollar value of the agreement. This agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to the subject matter of this agreement.

Section 5.07 Termination.

(a) Due to non-availability of funds. In the event that any of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the Oconee Board of Commissioners or the governing authority of the Unified Government) is reduced during the term of this agreement, the Circuit Public Defender Office may make financial and other adjustments to this agreement and notify the Oconee Board of Commissioners and the Unified Government accordingly. An adjustment may be an agreement, amendment or may be the termination of the agreement. The certification by the director of the Georgia Public Defender Council of the occurrence of reduction in State funds is conclusive. The certification of the occurrence of the reduction in county funds by the person named in

Section 5.05 by the counties to receive notice is conclusive. Either the Oconee Board of Commissioners or the Unified Government shall promptly notify the Circuit Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The Circuit Public Defender Office shall then immediately cease providing the services required hereunder except for any necessary winding down and transition services required under Section 5.08. In lieu of terminating this agreement, the Oconee Board of Commissioners and Unified Government and the Circuit Public Defender Office may make financial and other adjustments to this agreement by amending it pursuant to Section 5.06.

(b) For cause. This agreement may be terminated for cause, in whole or in part, at any time by any party for failure by the other party to substantially perform any of its duties under this agreement. "Cause" means a breach or default of any material obligation hereunder which default is incapable of cure, or which, being capable of cure, has not been cured within 30 days after receipt of notice of such default (or such additional cure period as the non-defaulting party may authorize). Should a party exercise its right to terminate this agreement under this subsection, the termination shall be accomplished in writing and specify the reason and the termination date. In the event of termination under this subsection the Circuit Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the Oconee Board of Commissioners and the Unified Government no later than 30 days after the effective date of written notice of termination and the Oconee Board of Commissioners and the Unified Government shall pay the amounts due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the Circuit Public Defender Office shall not incur any new obligations after the effective date of the termination, except as required under Section 5.08. The above remedies contained in this subsection are in addition to any other remedies provided by law or the terms of this agreement.

(c) Post-termination obligations. After termination of this agreement pursuant to this Section, the Circuit Public Defender Office, the Oconee Board of Commissioners, and the

Unified Government agree to comply with the provisions of Section 5.08 (b).

Section 5.08 Cooperation in transition of services.

(a) During or at the end of the agreement. The Circuit Public Defender Office agrees upon termination or expiration of this agreement, in whole or in part, for any reason to cooperate as requested by the Oconee Board of Commissioners and the Unified Government to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by the Public Defender Office where appropriate or required by law, court rule or the State Bar of Georgia ethical standards or the facilitation of the timely transfer to the counties of the client records. The Oconee Board of Commissioners and the Unified Government shall compensate the Circuit Public Defender for all post-termination or post-expiration services under this subsection, each county being responsible for costs associated with cases in their respective courts. The Circuit Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The Oconee Board of Commissioners and the Unified Government shall pay the amounts due within 15 days of the receipt of the monthly expenditure reports. This subsection survives the termination or expiration of the agreement.

(b) Statutory responsibility continuation. The Circuit Public Defender Office, the Oconee Board of Commissioners, and the Unified Government acknowledge that each have responsibilities for indigent defense costs under the Georgia Indigent Defense Act of 2003, as amended and that the termination or expiration of this agreement does not relieve any party of their responsibility under the law.

Section 5.09 Advance of Funds. The parties agree that advances of funds cannot remain outstanding following agreement termination or expiration and will be reclaimed. The parties agree that upon termination of this agreement, for any reason, all unexpended and unobligated funds held by the parties revert to the party entitled to the funds. The parties agree to reconcile expenditures against advances of funds within 30 days of termination of this agreement.

Section 5.10 Time. Time is of the essence.

IN WITNESS WHEREOF, the parties have each here unto affixed their signatures the day and year first written above.

Unified Government of
Athens-Clarke County

BY: _____
Kelly Girtz, Mayor

ATTEST:

Clerk

Oconee County Board
of Commissioners

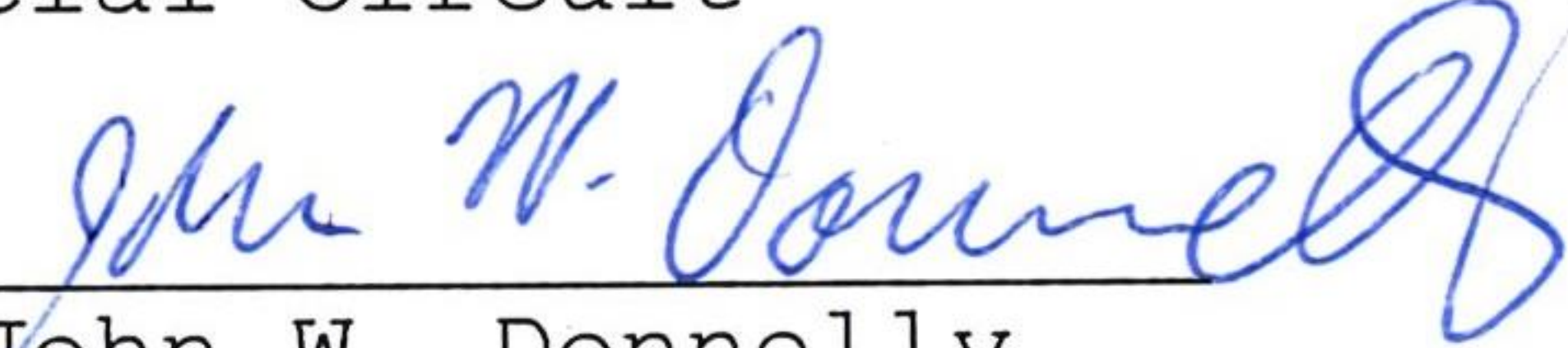
BY: *John Daniell*
John Daniell
Chairman

ATTEST:


Kelly Hays
Clerk



Circuit Public Defender
Office of Western
Judicial Circuit

BY: 
John W. Donnelly
Circuit Public Defender

ATTEST:



Consented to:

Georgia Public Defender
Council

BY: _____
Jimmonique Rodgers
Interim Director

ATTEST:

ATTACHMENT A

"Definition. For the purposes of this agreement and this attachment the term "Additional Services" means services provided by the Circuit Public Defender Office in addition to those services that the Circuit Public Defender Office is required by law to provide, and as set forth in Section 1.02 of this contract above.

Additional Services. The Circuit Public Defender Office agrees to provide and the Oconee Board of Commissioners and the Unified Government agree to pay for the "additional services" described in this attachment. The parties agree to the terms of this attachment and this attachment is incorporated into this agreement by reference. The amount to be paid in this attachment includes a 5% administration fee. Any additional personnel employed by the Circuit Public Defender Office pursuant to this attachment are full-time state paid employees of the Circuit Public Defender Office in the unclassified service of the State Merit System of Personnel Administration with all the benefits provided by law to employees in the unclassified service.

Compliance with Standards. Subject to the availability of resources, the Circuit Public Defender Office agrees to provide the additional services provided for in this attachment in a professional manner consistent with the standards adopted by the Georgia Public Defender Council. In the event the Circuit Public Defender's caseload reaches a size that prevents the Circuit Public Defender from providing the additional services in a manner which meets the standards adopted by the Georgia Public Defender Council, the Circuit Public Defender may give the Oconee Board of Commissioners and the Consolidated Government 30 days written notice of its intent to suspend taking new additional services cases pursuant to this attachment. The provisions of Section 5.08 shall apply during the period of the suspension. The Circuit Public Defender

Office shall give the Oconee Board of Commissioners and the Unified Government 10 days written notice of its intent to lift the suspension of the additional services. At any time during a period of suspension of the additional services up to and including the 5th calendar day after the Oconee Board of Commissioners and the Unified Government receive notice from the Circuit Public Defender Office of its intent to lift the suspension, the Oconee Board of Commissioners and the Unified Government may elect to terminate their obligations under this attachment by giving the Public Defender Office written notice thereof; in which event the parties' obligations under this attachment shall immediately terminate subject to the provisions of Section 5.08.

SERVICES TO BE PROVIDED BY THE CIRCUIT PUBLIC DEFENDER OFFICE:

The Circuit Public Defender shall provide **initial interviews** for all persons who request such interviews, and are accused of violating the criminal laws of the State of Georgia in Athens-Clarke County, Georgia or Oconee County, Georgia, or are charged with a delinquent act in either county. A determination shall be made as to whether said persons meet the financial eligibility guidelines for a court appointed attorney, as established by the Georgia Public Defender Council.

The Circuit Public Defender shall provide **representation** to persons who meet the financial eligibility guidelines and who are charged as set forth in Section 1.02 above, and also in non-statutory cases in the juvenile courts, State Court of ACC, Municipal Court of ACC, and Probate Court of Oconee County as outlined below.

Further, as part of "Additional Services" the Circuit Public Defender shall provide legal representation for indigent persons who are accused of a violation of the criminal laws of the State of Georgia or local ordinance violations, or are a named party in a dependency case in which DFCS is involved in Oconee County; who are required to appear before the State or Municipal Courts of Athens-Clarke County; as well as the

Probate Court of Oconee County; and for whom legal representation is required under either the Constitution of the State of Georgia or the Constitution of the United States.

Municipal Court of Athens-Clarke County As part of "Additional Services" the Circuit Public Defender shall assign attorneys to handle certain indigent cases in the Municipal Court of Athens-Clarke County (hereafter "Municipal Court"). The Circuit Defender will represent all indigent persons in custody who are brought before the Municipal Court during jail call, and the Circuit Defender will represent all indigent persons who are answerable to the Municipal Court and are charged with at least one of the following offenses: Driving Under the Influence, Fleeing or Attempting to Elude, Possession of Marijuana, Aggressive Driving, Racing, Leaving the Scene of an Accident, Underage Possession of Alcohol, Sale of Alcohol to a Person under 21, Unlawful/ Fictitious Use of License, Driving without a license and Shoplifting. The Circuit Public Defender will represent defendants under 21 who are charged with an offense that would result in license suspension pursuant to O.C.G.A. 40-5-125. The Circuit Public Defender will not represent defendants charged with animal control, litter, nuisance, noise, garbage disposal, abandoned vehicles, or any other "Quality of Life" ordinance violations. This representation shall be consistent with the standards of the Georgia Public Defender Council.

Probate Court of Oconee County As part of "Additional Services" the Circuit Defender will represent (beginning October 1, 2013) all indigent persons in custody who are brought before the Probate Court and the Circuit Defender will represent all indigent persons who are answerable to the Probate Court and are charged with at least one of the following offenses: Driving Under the Influence, Fleeing or Attempting to Elude, Possession of Marijuana, Aggressive Driving, Racing, Leaving the Scene of an Accident, Underage Possession of Alcohol, Sale of Alcohol to a Person under 21, Unlawful/ Fictitious Use of License, and Driving While License Suspended. The Circuit Defender shall represent defendants in Probate Court probation revocation hearings upon appointment of the Probate Court Judge,

or upon a determination being made that the complexity of the factual allegations or severity of the consequences require representation. This representation shall be consistent with the standards of the Georgia Public Defender Council.

At the funding level specified in this agreement it is contemplated that the Public Defender shall have one full-time attorney assigned to Municipal Court of Athens-Clarke County, one full-time attorney assigned to Magistrate's Court (in both counties) and appeals, one full-time attorney assigned to Municipal and Magistrate Court (ACC), one attorney assigned to Juvenile Court (in both counties), four attorneys assigned to Athens-Clarke County State Court and Oconee Probate Court, and two attorneys assigned to each (of four) Superior Courts.

Excluded from the "Additional Services" to be provided by the Circuit Defender are cases that would create a conflict of interest for the Circuit Defender. The Circuit Defender will inform the appropriate Court as to whether or not the defendants in such cases are eligible for a court-appointed attorney and the Court shall make arrangements for appointing and funding conflict-free counsel.

For the purposes of this agreement a conflict of interest will be deemed to exist in the following circumstances: i) cases where the representation of multiple defendants in regard to a single incident presents a conflict between defendants; ii) cases where the Circuit Defender represents a defendant in one case and the victim in that case is the defendant in another case and seeking representation from the Circuit Defender; iii) where the Circuit Defender represents a defendant in one case and a prosecution witness in that case is the defendant in another case and seeking representation from the Circuit Defender; iv) where an employee of the Circuit Defender is a material witness to the crime or a victim of the crime; v) where the representation of a defendant would cause the attorney to be in violation of any canon or standard set by the Supreme Court of Georgia, the Georgia State Bar, the Georgia Public Defender Council, or any other regulatory agency; or vi) where the presiding judge determines in an individual case that a conflict exists.

Also **not to be included** among those persons eligible for the services of the Circuit Defender are those individuals who are charged with the offense of misdemeanor bad check; who are required to answer this charge before the Magistrate Court of Oconee County or Athens-Clarke County; and for whom a conviction would not result in confinement.

PAYMENT FOR ADDITIONAL SERVICES

The Oconee County Board of Commissioners agrees to pay the Public Defender Office one hundred eighty-one thousand and three hundred fifty-one **dollars (\$181,351)** and the Unified Government agrees to pay the Public Defender Office **one million, seven hundred and fifty-eight thousand, three hundred and eighty-four dollars (\$1,758,384)** in twelve installments. Payments will be made directly to the GEORGIA PUBLIC DEFENDER COUNCIL, 104 Marietta Street NW, Suite 600, Atlanta, Georgia 30303, with the first installment due on July 1, 2019 in an amount equal to one twelfth of the amount of the total. The remaining eleven payments shall be due on the first day of each month beginning on August 1, 2019, and said remaining payments shall be for one twelfth of the contract amount. The recipient of said payment shall be "The Georgia Public Defender Council". The Public Defender Office agrees to use these funds for the purpose of paying the **salary, benefits, and administrative costs** for the **staff** involved in providing services in Paragraph 1.02 and "Attachment A" above. The above amount is in addition to the Administrative Costs described in Section 3.1 above and denominated in ATTACHMENT B below.

The Unified Government and the Oconee Board of Commissioners agree to continue to **supplement** the salary of the Circuit Public Defender in the amount of **five thousand dollars (\$5000)**. The Unified Government will contribute \$4,500 toward the supplement and will pay this amount by August 1, 2019 to the finance department of Oconee County. Oconee County shall pay the Circuit Public Defender the supplement in twelve equal monthly payments, and all payroll taxes and benefits associated with the salary supplement are paid by the County. The County shall provide the Public Defender Office with the information concerning the salary supplement required by the State Auditor.

ATTACHMENT B "ADMINISTRATIVE COSTS"

Administrative Costs

This includes office rent, phone, office supplies, part-time labor, bar dues, continuing legal education, etc. Covered Costs are those incurred in providing services in Superior Court and Juvenile Delinquency Cases. Non-covered Costs are incurred in providing services in State, Municipal, and Magistrates Courts, as well as Juvenile Dependency Cases in Oconee County.

The Oconee Board of Commissioners agrees to pay forty-eight thousand, and three-hundred and ten dollars **(\$48,310)** in administrative costs. The Unified Government agrees to pay one hundred seventy-six thousand, two hundred and nine dollars **(\$176,209)** in administrative costs.

ATTACHMENT “C”

CONTRACT TOTALS

	Unified Government of Athens-Clarke County	Oconee County Board of Commissioners
Attachment A Salary Expenses	1,577,675	132,541
CPD salary supplement	4,500	500
Attachment B Admin Costs	176,209	48,310
CONTRACT TOTALS	<u>1,758,384</u>	<u>181,351</u>



Oconee County Department Memorandum

DATE: July 2, 2019
TO: Board of Commissioners
FROM: Kathy Hayes, County Clerk
SUBJECT: FY20 Insurance Renewal

ISSUE SUMMARY:

Annual renewal of the Property and Liability Insurance with ACCG-MARSH. FY20 renewal for July 1, 2019 through June 30, 2020 totals \$209,314.00.

RECOMMENDATION:

Continue with ACCG-MARSH for property and liability insurance renewal.



Insuring Georgia's Counties.



ACCG Insurance Programs

ACCG - Group Self-Insurance
Workers' Compensation Fund
(ACCG-GSIWCF)

ACCG - Interlocal Risk
Management Agency
(ACCG-IRMA)

ACCG - Group Health Benefits
Program, Inc.
(ACCG-GHBP)

Table of Contents

Invoice
Contribution Worksheet
Contribution Breakdown

2019 Changes

Advantages of
ACCG-IRMA

Membership Profile

Resource List

Coverage and Limits

Schedules

Renewal Summary



ACCG-IRMA
Property & Liability
Proposal for:
Oconee County
Effective:
July 1, 2019 - July 1, 2020

ACCG
191 Peachtree Street, Suite 700
Atlanta, GA 30303
(404)522-5022
1(800) 858-2224
www.accg.org



191 Peachtree Street NE
Suite 700
Atlanta, GA 30303
p 800.858.2224 f 404.522.1897
accg.org

June 5, 2019

The Honorable John Daniell, Chairman
Oconee County
P.O. Box 145
Watkinsville, GA 30677

Attention: The Honorable John Daniell, Chairman

Enclosed is the ACCG – Interlocal Risk Management Agency (ACCG-IRMA) property & liability renewal for your organization for the coverage period July 1, 2019 through July 1, 2020. This includes an overview of the pool's benefits and its coverage and services, a list of fellow members, a service contact list, the Contribution Worksheet and invoice.

On behalf of the ACCG-IRMA Board of Trustees, I am pleased to inform you that the Board declared a dividend of \$3,250,000, which decreases the necessary 2019 member contributions an average of 10%. This brings the total dividends returned to the ACCG-IRMA membership to \$34.85 million.

The ACCG-IRMA can return dividends to its members because it is a member-owned and non-profit organization. Since its creation in 1987, the ACCG-IRMA has grown from its original 14 members to its current membership of 171 and has become a very financially strong program. As stated in the March 2019 ACCG-IRMA financial statement filed with the Georgia Insurance Commissioner's office, ACCG-IRMA has assets of \$125 million. While all insurance organizations must maintain a sufficient level of surplus to assure adequate funding, excess surplus may be returned to the membership. The ACCG-IRMA Board, its consultants and financial advisors believe that the ACCG-IRMA's healthy financial position allows for the prudent distribution of another dividend with this renewal.

This year, the dividends are derived from non-required surplus funds developed from the coverage periods October 1, 2003 through June 30, 2010. The dividend will be returned in the form of dividend credits on the contribution requirement for the term beginning July 1, 2019 for those members who have had continuous membership in the program since the July 1, 2009 – July 1, 2010 coverage period.

Your share of the dividend is \$35,366. Enclosed is a press release should you decide to publicize this information.

Because the ACCG-IRMA operates solely for its members, it can provide specialized property and liability insurance coverage and services in a cost-efficient and highly effective manner. In addition to long-term cost savings through dividends and the lack of paying agent commissions, the ACCG-IRMA provides members with a stable source of broad insurance coverage, comprehensive loss control services and dedicated, professional claims services. In addition, over the last ten years, the overall annual increase in contributions averaged about 2%. However, due to increased property, auto and law enforcement liability claims over the last few years, our actuaries have recommended a 7.7% rate increase for 2019. We still believe and have evidence that ACCG-IRMA is priced substantially less than the commercial market, which is also experiencing rate increases this year.

It is important to understand that your organization's renewal contribution will vary based upon its particular exposure increases/decreases as well as its loss experience. All members are strongly encouraged to focus on safety and loss control to reduce preventable claims. Some members may want to increase their deductible in return for a decrease in their contribution and to further encourage loss control.

ACCG-IRMA Helps Members Reduce Claims: Several services and coverages are provided to help members prevent and mitigate claims:

- **Risk Control Services:** Local Government Risk Management Services (LGRMS) helps members understand the causes of claims and maintain a safer workplace.
- **Safety Discounts:** A 5% safety discount is an incentive to members who met specified requirements created to encourage loss control. If received, it is noted on the Contribution Worksheet and invoice.
- **HR Legal Service:** Pays for employment law specialists at Jarrard & Davis to help members handle difficult employment situations in order to avoid preventable lawsuits.
- **Crisis Management Coverage:** Pays for services of a crisis management firm in certain emergency situations or for workplace violence counseling expenses.
- **Privacy & Security Liability & Expense:** Provides coverage and loss control for the actual/reasonably suspected release of private/confidential data. Higher limits may be purchased.

Contribution Worksheet - Deductible and/or Coverage Options: **It is imperative that you return the Contribution Worksheet by July 1st via email (accg.admin@marsh.com) or fax (404-760-5725).** You may have deductible options in addition to options for higher limits of liability insurance. **Please circle the option(s) you desire.** If a claim occurs after the new coverage period begins and before we receive notice of a change in deductible and/or limits, last year's deductible and/or limits will apply.

Payment is due upon receipt. If you opt for any changes in deductibles, limits or coverage, we will invoice you upon receipt of your completed Contribution Worksheet.

Flood and Earthquake Coverage

Limited Flood and Earthquake protection is provided as shown in the Coverages and Limits section of this proposal. Higher limits may be purchased. Note that any property located in Special Flood Hazard Areas (SFHAs) must be properly identified as being in Zone A or V on the Statement of Values or Flood coverage will be excluded for that location. Locations in SFHAs have deductibles of \$500,000 per building/structure and \$500,000 contents before the ACCG-IRMA's Flood coverage will apply. Upon your written request, our administrator may arrange coverage through the National Flood Insurance Program to satisfy the ACCG-IRMA deductible requirements for eligible locations in SFHAs. Should you have questions about any of your affected locations, call 1 (800) 295-8179 or (404) 995-3607.

On behalf of the ACCG-IRMA Board of Trustees, we appreciate your continued support of the ACCG Insurance Programs.

Sincerely,



David C. Uhlman, CPCU
Director of Property & Casualty Insurance Programs

cc: Ms. Kathy Hayes, County Clerk



191 Peachtree Street NE, Suite 700, Atlanta, GA 30303 | Tel: (404) 522-5022 | FAX: (404) 522-1897 | Website: www.accg.org

PRESS RELEASE

FOR IMMEDIATE RELEASE

OCONEE COUNTY RECEIVES DIVIDEND FROM ACCG INSURANCE PROGRAM

ATLANTA, GA (May 27, 2019) – Oconee County has received a share of a \$3.25 million dividend declared by the Board of Trustees of the Association County Commissioners of Georgia – Interlocal Risk Management Agency (ACCG-IRMA). This is the largest dividend in ACCG-IRMA's 33-year history. **Oconee County's** dividend, in the amount of **\$35,366**, will be applied in the form of a credit towards their property and liability premium for the 2019–2020 policy year.

The ACCG – IRMA is a non-profit, Georgia county government-owned insurance fund, providing property and liability insurance coverage to its members since its inception in 1987. Georgia law, enacted at the request of Georgia county governments, authorizes county governments to form non-profit insurance funds, which operate much like mutual insurance companies. These non-profit insurance funds allow Georgia county governments to purchase insurance coverage at cost-efficient rates that are typically better than a county could negotiate on its own. The fund is owned by the Georgia county participants and managed by a Board of Trustees who represent participating Georgia counties. It is an efficient method of financing insurable risks, which ultimately reduces insurance costs for participating county governments and benefits the taxpayers. Participants also receive extensive loss control and safety services to help mitigate claims.

Any insurance premiums remaining after paying actual claims and operating expenses, as well as any investment income earned on the premium while it is held to pay claims, belongs to the member county governments. The dividends are possible because of favorable results in these areas, as well as the successful and dedicated management efforts on the part of **Oconee County** in promoting safety and implementing loss control techniques.

"With this year's dividend, the ACCG-IRMA has returned a total of \$34.85 million in dividends to its members," said David Uhlman, Director of ACCG's Property & Casualty Programs. "Not only does the ACCG-IRMA program help counties save money on their annual premiums through dividends, but it also provides broad coverage and outstanding, professional loss control and claims services to the Georgia counties and authorities it serves."

Insuring Georgia's Counties.

ACCG-IRMA COVERAGE AGREEMENT CHANGES

The following changes to the ACCG-IRMA Coverage Agreement effective July 1, 2019 were approved at the ACCG-IRMA Board of Trustees meeting on April 27, 2019:

GENERAL COVERAGE DECLARATIONS

- Added Section H – Social Engineering Fraud for \$25,000 Annual Aggregate to Section VI - Crime Coverage. This coverage is for lost Money and Securities fraudulently transferred as a result of instructions from someone purporting to be an authorized employee or provider.

SECTION I – PROPERTY COVERAGE

- Removed Specific and Random Attack – Hacking Event/Computer Virus Sublimits for the purpose of modernizing the coverage intent and moving it to the Privacy and Security Liability and Expense section as Cyber Extortion Coverage.
- Added Clause K for Vacant Property to Subsection D – Loss Adjustment and Settlement, 3. Valuation.
 - Replaces replacement cost value on vacant or underutilized buildings.
 - Valuation options are \$10/sq. ft for debris removal only, stated value not to exceed ACV, or ACV.
- Added Vacant Property Definition to Subsection F – Definitions. Vacant Property Defined as:
 - Buildings that don't contain enough contents to conduct customary operations.
 - Buildings designated for demolition.
 - Buildings with less than 30% occupancy.

SECTION VI – CRIME COVERAGE

- Added Section H – Social Engineering Fraud Sublimit of \$25,000 Annual Aggregate.
- Added Social Engineering Fraud exceptions to part 4 of III. Exclusions Applicable to Section VI- Crime, C.

LIABILITY SECTIONS

- Added Section E. Cyber Extortion Coverage with Sublimit and Annual Aggregate of \$50,000. This is for expenses and/or ransom payments due to a Cyber Extortion Threat.
- Added PCI-DSS Assessment to definition of Claim to clarify that coverage is provided.

ENDORSEMENTS

- Revised Canine Disability and Canine Mortality Endorsements to specify coverage applies for "canines owned by the Named Member." Coverage now provided automatically to all counties instead of requiring canines to be individually scheduled.

APD – Auto Physical Damage Coverage (for Firetrucks and Ambulances only) – provided clarification that "Replacement Cost" must be selected on auto schedule for this endorsement to apply.

This overview is not part of your Coverage Agreement and does not provide or explain all provisions of the Coverage Agreement. Please review the Coverage Agreement for complete information on all coverages, terms, conditions and exclusions.

INTERLOCAL RISK MANAGEMENT AGENCY
INVOICE



*PLEASE MAKE CHECK PAYABLE TO THE ACCG-IRMA.
MAIL PAYMENT AND ONE COPY OF INVOICE IN THE SELF-ADDRESSED ENVELOPE TO:*

BB&T Trust Operations
ATTN: Tanji Bass
ACCG-IRMA # 0375
P.O. Box 2887
Wilson, NC 27894

Oconee County
P.O. Box 145
Watkinsville, GA 30677

MEMBER: NO.: 4650
INVOICE NO.: 19-07-4650IRMA
DUE DATE: UPON RECEIPT

INSURANCE DESCRIPTION PROPERTY & LIABILITY	DEPARTMENT ACCG INSURANCE PROGRAMS
--	--

COVERAGE PERIOD		DESCRIPTION	AMOUNT DUE
EFFECTIVE	EXPIRATION		
01-JUL-2019	01-JUL-2020	ACCG-IRMA Renewal Contribution Limit of \$1,000,000 Liability: With \$1,000,000 on Auto Liability Less Safety Credit: Less Dividend Credit:	\$257,558 (\$12,878) (\$35,366)

CONTRIBUTIONS ARE DUE IN FULL UPON RECEIPT.	\$209,314
--	------------------

PLEASE RETURN ONE COPY WITH YOUR REMITTANCE

The ACCG-IRMA is non-profit and member-owned. Prompt payment of your contribution is necessary to keep the cost of coverage down for all members. A finance charge of 7% annual, pro-rated daily interest will be assessed on any contributions not received when due. Should you have any questions about this invoice, please call Lisa Wood at ACCG at (800) 858-ACCG or (404) 522-5022.

**WE APPRECIATE YOUR PARTICIPATION IN
THE ACCG – INTERLOCAL RISK MANAGEMENT AGENCY.**

Sign and return this copy to MARSH by July 1, 2019

ACCG-IRMA

Renewal Contribution Worksheet

July 1, 2019 to July 1, 2020

Member: Oconee County

COVERAGE AVAILABLE THROUGH ACCG-IRMA		
General Liability	Automobile Liability	Equipment Breakdown
Law Enforcement Liability (LEL)	Automobile Physical Damage	Crime & Privacy and Security
Public Officials Liability (POL)	Property	
DEDUCTIBLES AND CONTRIBUTIONS		
We have offered a deductible option for a reduction in Contribution. If you elect to increase your deductible(s), please circle the option(s) you desire before returning this Worksheet to MARSH. If a claim occurs after the new coverage period begins and before we receive notice of a change in deductible and/or limits, last year's deductible and/or limits will apply.		
Renewal Proposal <i>Circle one option</i>	Contribution: Expiring Deductibles & Limits	Option: \$15,000/\$15,000 Deductible
Renewal Contribution:	\$257,558	\$241,947
Less Safety Credit:	(\$12,878)	(\$12,097)
Less Dividend Credit:	(\$35,366)	(\$35,366)
Net Contribution Due:	\$209,314	\$194,484

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Area, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE	
Your Limit for Liability Coverage (Included in Contribution Above):	\$1,000,000
Note that these are the limits you chose last year.	With \$1,000,000 on Auto Liability
Your liability limits may be increased in increments of \$1,000,000. We have provided the cost of any additional limits below. (If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)	
<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$2,000,000	\$19,506
Increase Limits to \$3,000,000	\$35,305
Increase Limits to \$4,000,000	\$39,941
Increase Limits to \$5,000,000	\$43,511
For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call Marsh, the ACCG-IRMA Administrator, at 1-800-295-8179.	

Sign and return this copy to MARSH by July 1, 2019

OPTIONAL UNINSURED MOTORISTS COVERAGE

Uninsured Motorists coverage provides a source of recovery for the negligent and tortious acts of an owner or operator of an uninsured motor vehicle. County governments are not legally responsible for the liability caused by uninsured motorists. Any bodily injury suffered by a county employee during and in the course of employment is covered by Workers' Compensation; otherwise, their injuries should be covered by their health insurance. Physical damage to county-owned vehicles should be covered under the Physical Damage section of the ACCG-IRMA Coverage Agreement.

Your current Uninsured Motorists coverage limit selection on file is N/A. Should you wish to change this coverage selection to a different limit please call Marsh, the ACCG-IRMA Administrator, at 1-800-295-8179.

IMPORTANT: This Contribution Worksheet must be signed, dated and returned to:

Glenda Williams
MARSH USA, Inc.
email: accg.admin@marsh.com
fax: (404) 760-5725
no later than July 1, 2019

Although we would like your contribution as soon as possible, please do not let the lack of payment delay your return of this worksheet. Until we are notified otherwise, your expiring limits and deductibles will apply in the event of a claim.

**SIGN
HERE**

Accepting For: Oconee County

[Signature]
Signature

Chairman
Title

06-06-2019
Date

ACCG Insurance Programs

ACCG is a non-profit organization formed in 1914 to enhance the role, stature and responsiveness of county government in Georgia. One of the ACCG's services is providing quality, cost-effective risk management and insurance programs to meet the specific needs of Georgia county governments. The ACCG sponsors and administers three different insurance programs:

- Group Self-Insurance Workers' Compensation Fund
- Interlocal Risk Management Agency
- Group Health Benefits Program

About ACCG-IRMA

The ACCG - Interlocal Risk Management Agency (ACCG-IRMA) is a self-insurance pool or risk financing mechanism, whereby the members join together to provide a source of coverage for their property, automobile, general liability, law enforcement liability, errors and omissions liability, crime and boiler & machinery exposures. The ACCG-IRMA, operating under the authority of O.C.G.A. 36-85-1 et. seq, began October 1, 1987 with 14 charter members. Today, it has 171 members and \$125 million in assets. Instead of passing financial risks to an insurance carrier, members agree to pool at least a portion of their risks through contributions to a joint fund. In return, they share in financial protection from risks as well as comprehensive risk management and insurance services. By participating in the ACCG-IRMA, your county government will benefit from the program's success. We provide:

- A financially sound and stable source of coverage.
- Specifically for Georgia county governments.
- Specialized, professional services.

Financially Sound and Stable Source of Coverage

Intergovernmental pools were originally created to meet a need for risk financing in the public sector in the early 1970s. However, most of the 500+ pools in existence today were formed during the hard insurance market in the 1980's when insurance for public entities was very expensive and the coverage was very restrictive or nonexistent. It is still challenging to find a commercial carrier who will consistently provide coverage to public entities. The consistent growth in the number of intergovernmental pools and their members clearly establishes that the pools are a successful long-term, stable alternative to traditional insurance carriers.

In an age of mergers and acquisitions, changing target markets and coverage terms and increased pricing in the commercial insurance industry, you need not worry about whether the ACCG-IRMA will be interested in covering the risk management and insurance needs of Georgia county governments in the future. The ACCG-IRMA was created for this very reason.

As evidenced by their financials, ACCG-IRMA continues to be a financially sound program due to the professionals who service the program and the cooperation and dedication of the membership. The ACCG-IRMA also purchases reinsurance to provide additional financial protection to the pool.

- Quality, cost-effective risk management and insurance programs
- ACCG-IRMA is a non-profit organization created specifically for Georgia county governments
- A successful, long-term alternative to traditional insurance carriers
- Financially sound, stable source of property and liability coverages

Specifically for Georgia County Governments

The ACCG-IRMA understands the risk management and insurance concerns of Georgia's county governments. After all, the ACCG has been helping the State's county governments for over 100 years. Perhaps even more importantly, our members own and control the ACCG-IRMA. The seven member board of trustees that manage the program are county government officials that understand the needs and concerns of county government.

Because we know and understand your business, the broad coverage package that the ACCG-IRMA provides is manuscripted specifically to meet the needs of Georgia county governments, with property and liability coverage in one document, including statutory bond coverage that is required for your public officials.

Specialized, Professional Services

The ACCG-IRMA provides the highest level of comprehensive risk management and insurance services available. Our experienced team is dedicated to servicing the needs of Georgia county governments.

Administrative/Brokerage Services Marsh LLC, the world's leading risk and insurance services firm, is the designated Administrator for the ACCG-IRMA. As such, their Atlanta Public Entity professionals provide administrative and underwriting expertise to the ACCG-IRMA for objectivity in underwriting the exposures of all current and prospective members. Marsh also performs brokerage services for the fund, placing reinsurance that provides financial protection for the ACCG-IRMA and stand-alone coverage for the members as needed.

Risk Control/Safety Services Local Government Risk Management Services (LGRMS), jointly created by the ACCG and the Georgia Municipal Association (GMA), provides specialized loss control and safety engineering services to the membership at no additional cost. The staff has an average of 20 years' experience in risk control for Georgia public entities, and is strategically located throughout the State of Georgia to more effectively service the membership. Their services include on-site and regional training, written communications on timely topics, and analysis of and assistance with problem areas. For example, LGRMS offers three driving simulators for use in training the ACCG and GMA law enforcement drivers to help reduce the large volume of claims in that area. LGRMS also has a website, lgrms.com, which provides members special access to a video library, sample policies and procedures, and other valuable information that will help members reduce their risk and improve safety for their citizens, employees, volunteers and public officials.

Claims Administration Services Effective claims administration is key to a successful program. The ACCG's highly experienced dedicated claims professionals assist in an objective determination of the member's liability and effectively manage expenses based upon that determination. Our claims unit has the unparalleled level of knowledge and expertise that comes from having settled over 150,000 Georgia county government claims. Our professionals, based in Georgia, manage claims based upon best practices in the industry, have extensive knowledge of Georgia law, have manageable caseloads, and utilize state-of-the-art claims administration software and computer systems so that they can handle the members' claims in the most effective, cost-efficient manner.

- Member-owned and controlled
- Managed by Georgia county government officials
- Tailored coverage package to meet the needs of Georgia county governments
- Experienced claims professionals dedicated to ACCG-IRMA members
- Unparalleled level of service, knowledge and expertise in managing Georgia county government claims
- Comprehensive safety services dedicated to Georgia local governments
- A professional appraisal service ready to assist in ascertaining adequate replacement cost values for your property
- Online services for your convenience
- Toll-free numbers for all services
- HR Legal Service

Advantages of Joining IRMA

HR Legal Service ACCG-IRMA provides HR legal service designed to help counties handle difficult employment situations. When a problem arises, an appointed county liaison should check with their organization's HR resource and/or legal counsel to determine whether additional guidance is needed. If so, the liaison may contact employment law specialists at Jarrard & Davis through the ACCG's website to seek further input at no additional cost.

The service is available for disciplinary action, including termination, or employee allegations of harassment or retaliation, or questions regarding any of the following:

- Family and Medical Leave Act (FMLA)
- Americans with Disabilities Act (ADA)
- Reductions in force/ reorganizations
- Title VII of the Civil Rights Act of 1964 (i.e., employment discrimination)
- Age Discrimination in Employment Act (ADEA)
- Fair Labor Standards Act (FLSA)

Cyber Risk eRisk Hub® Members of ACCG-IRMA also have free access to a private web-based portal called the eRisk Hub®, which contains a wealth of information and technical resources to assist in the prevention of network, cyber and privacy losses. This website includes a risk assessment designed to help counties identify areas for improvement in data security. It also provides support in the timely reporting and recovery of losses if an incident occurs. If a member experiences a data breach or other privacy/cyber liability incident, the ACCG Claims Unit will contact the Breach Coach®, a privacy attorney, on their behalf to help manage the situation.

Property Appraisals Each ACCG-IRMA member is provided with a professional property appraisal at least once every five years. The appraisals are a valuable tool for county governments as they provide for an accurate accounting and inventory of owned properties. It is common with local governments that the process often identifies buildings owned by the government which may not have been reported to ACCG-IRMA. Additionally, it often identifies buildings scheduled or reported for insurance which have been sold or demolished. Upon completion of the appraisal, the member will be provided an electronic and a hard copy of the appraisal, which contains a photograph and valuation data on every building valued at \$100,000 or more.

Crisis Management Coverage

ACCG-IRMA will pay up to \$100,000 per event and annual aggregate, subject to a \$2,500 deductible, for the services of a crisis management firm in certain emergency situations or for workplace violence counseling expenses due to workplace violence events. This endorsement is included at no additional cost.

Advantages of Joining IRMA

Success

The ACCG-IRMA has been so successful because of its commitment to provide a financially sound and stable source of risk management and insurance services specifically for Georgia county governments. Our program continues to save the members money up front in premium costs and on the back-end in deductible payments and dividends. Some reasons for why we can provide broad coverage and professional services while keeping contribution requirements at a break-even level are:

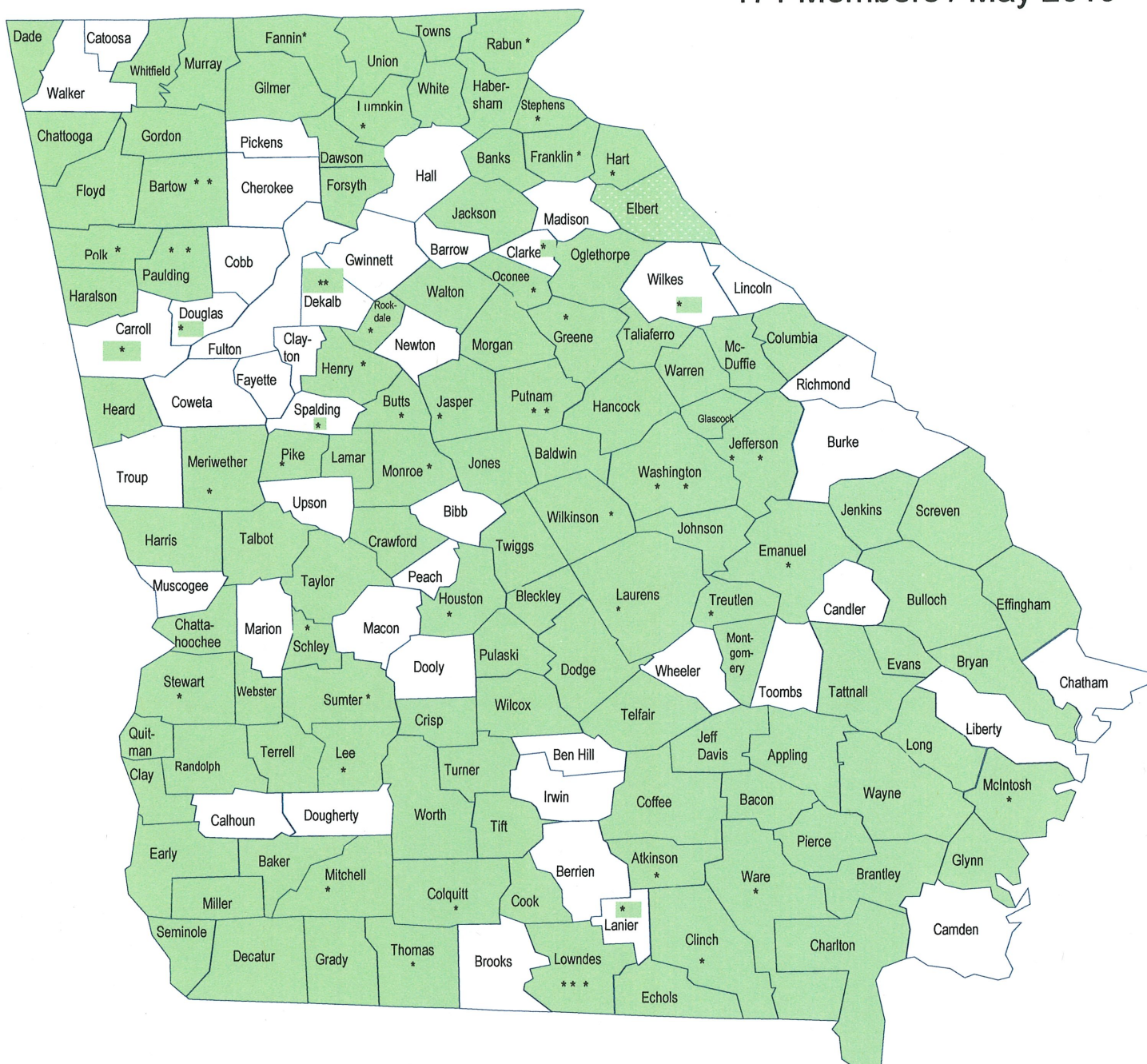
- Non-profit
- Improved cash flow
- Tax-exempt status
- No premium tax
- No commissions
- Low overhead costs

Insurance companies primarily make money from underwriting income and investment income held in reserve to pay claims. Pooling allows members and their taxpayers to enjoy the benefit of that income in the program as surplus accrues to the benefit of the members. So far, the ACCG-IRMA has returned \$34.85 million in the form of dividends to its membership!

In conclusion, pool members benefit from having more control over their program costs and from receiving high quality loss control and claims management services that tend to make them better risks in the future. The ACCG-IRMA appreciates the continued commitment and support of its members and service providers which have made this program so successful.

- Surplus accrues to the benefit of the members
- ACCG-IRMA has returned over \$34.85 million to the membership!
- We can help make you a better risk in the future
- Success due to continued commitment and support of our members and service providers

171 Members / May 2019



AUTHORITIES (*)

Atkinson County Solid Waste Authority
Bartow-Cartersville Joint Development Authority
Bartram Trail Regional Library System (Wilkes)
Butts County Water & Sewer Authority
Carroll County Water Authority
City of Dublin & Laurens County Development Authority
Clinch County Development Authority
Coastal Plain Regional Library (Tift)
Conyers-Rockdale Library System
DeKalb County Private Hospital Authority
Development Authority of Bartow County
Development Authority of DeKalb County
Development Authority of Jefferson County
Development Authority of Monroe County
Development Authority of Rabun County
Douglasville-Douglas County Water & Sewer Authority
Eatonton-Putnam Water & Sewer Authority
Emanuel County Development Authority

Fall Line Regional Development Authority (Wilkinson)
Fannin County Water Authority
Flint River Regional Library (Spalding)
Franklin County Industrial Building Authority
Greene County Recreation Complex
Hart County Water & Sewer Authority
Henry County Library System
Houston County Development Authority
Jasper County Water & Sewer Authority
Jefferson County Library System
Joint Development Authority of Jasper, Morgan, Newton & Walton County
Lee County Utilities Authority
Lower Chattahoochee Regional Transit Authority
Lumpkin County Water & Sewerage Authority
McIntosh County Industrial Development Authority
Meriwether County Water & Sewerage Authority
Middle Flint Regional 911 Authority (Schley)
Moultrie-Colquitt County Parks and Recreation Authority
Oconee County Industrial Development Authority

Paulding County Airport Authority
Paulding County Industrial Building Authority
Pike County Parks & Recreation Authority
Polk County Water, Sewer, & Solid Waste Authority
Satilla Regional Water & Sewer Authority (Ware)
Sinclair Water Authority (Putnam)
South Georgia Regional Library System (Lowndes)
Southwest Georgia Regional Commission (Mitchell)
Stephens County Development Authority
Stewart County Water & Sewer Authority
Thomas County Public Library
Treutlen County Development Authority
Tri-County Joint E-911 Authority (Clinch)
Upper Oconee Basin Water Authority
Valdosta-Lowndes County Airport Authority
Valdosta-Lowndes County Conference Center & Tourism Authority
Washington County Airport Authority
Washington County Development Authority

Staff

ACCG — accg.org

191 Peachtree Street, Suite 700

Atlanta, GA 30303

404-522-5022 / 800-858-2224 / 404-522-1897 (Fax)

David Uhlman, Director of Property & Casualty Insurance Programs Ext. 152

duhlman@accg.org

Ashley Abercrombie, Deputy Director of Insurance Programs Ext. 141

aabercrombie@accg.org

Ben Pittarelli, Director of Health Program and Insurance Marketing Ext. 153

bpittarelli@accg.org

Joe Dan Thompson, Marketing & Field Services Representative Ext. 154

jthompson@accg.org

Administrator/

Broker

MARSH USA Inc. — marsh.com / email: accg.admin@marsh.com

3560 Lenox Rd, Suite 2400

Atlanta, GA 30326

404-995-3607 / 800-295-8179 / 404-760-5725 (Fax)

Matt Autry, Account Executive

Ext. 2616

matt.autry@marsh.com

Glenda Williams, Client Representative

Ext. 3030

glenda.d.williams@marsh.com

Cindy Anderson, Client Representative

Ext. 3540

sandy.anders@marsh.com

Claim Services

ACCG Claims Administration Services — accg.org

P.O. Box 56527

Atlanta, GA 30343

678-591-4079 / 877-421-6298 / 888-221-4079 (Fax)

John Smith, Director Claims Administration Services

678-225-4241

jsmith@accg.org

Robert Kissell, IRMA Supervisor Claims Administration Services

678-225-4248

rkissell@accg.org

Loss Control

Local Government Risk Management Services, Inc. — lgrms.com

3500 Parkway Lane, Suite 110

Norcross, GA 30092

678-686-6279 / 800-650-3120 / 770-246-3149 (Fax)

Dan Beck, CSP

dbeck@lgrms.com

Director of Safety & Loss Control

Coverages & Limits

This overview is not a part of your Coverage Agreement and does not provide or explain all provisions of the Coverage Agreement. Please review the Coverage Agreement for complete information on all coverages, terms, conditions and exclusions.

Third-Party Liability Coverage Overview

COVERAGES

Primary General Liability (Occurrence Form) *	Yes
• Per Occurrence & Aggregate Limits	\$1,000,000; No Aggregate
• Deductible	\$10,000
Primary Law Enforcement Liability (Occurrence Form) *	Yes
• Per Occurrence & Aggregate Limits	\$1,000,000; No Aggregate
• Deductible	\$10,000
Automobile Liability (Occurrence Form) *	Yes
• Per Occurrence & Aggregate Limits	\$1,000,000; No Aggregate
• Deductible	\$10,000
• Uninsured Motorists	N/A
Public Officials E&O Liability (Part A) and Employee Benefits Liability (Part B) *	Yes
• Per Wrongful Act & Aggregate Limit	\$1,000,000; \$3,000,000 Aggregate
• Deductible	\$10,000
• Coverage Form	(A) Occurrence (B) Claims Made

EXTENSIONS

Blanket Contractual Liability	Yes
Broadened Personal Injury Definition	Yes
Broadened Named Insured Definition	Yes
Care, Custody & Control	Yes
Defense in Addition to Limits	Yes
Incidental Malpractice	Yes
Independent Contractors	Yes
Limited Pesticide/Herbicide Applicator Coverage	Yes
Limited Pollution from Hostile Fire, Firefighting Activities, etc.	Yes
Terrorism Coverage	Yes
Sexual Misconduct	Yes
Single Occurrence Deductible for Multiple-Line Program	Yes

EXCLUSIONS

Aircraft/Airport Operations Liability; Unmanned Aircraft (Unless Endorsed)	Yes
Asbestosis	Yes
Condemnation/Inverse Condemnation	Yes
Fungus	Yes
Hospital/Clinic Malpractice	Yes
Nuclear Incidents	Yes
Pollution, Contamination and Seepage	Yes
Professional Malpractice (other than Incidental Malpractice)	Yes
War Risks	Yes
Workers' Compensation/Employers' Liability/Occupational Disease	Yes

* Higher limits are available upon request. The limits for Part A and Part B apply in total over Part B and not separately to each part.

- Covers entity, authorized volunteers, employee, public officials, and commissioners, boards and committees and their members appointed by the county governing authority while acting behalf of the county.
- All liability on occurrence basis, except for Employee Benefits Liability
- Defense in addition to the limits
- Includes malpractice for emergency medical services
- Coverage for employment-related claims included
- Excess liability limits available; Dams 25 feet in height and/or 50 acre feet storage capacity must be underwritten separately.

Property and Crime Coverage Overview

PROPERTY

Real & Personal Property Limit	Per Schedule on file
• Include Increased Cost of Construction	Yes - \$2,500,000
• Include Builders Risk Coverage for New Construction	Yes - \$5,000,000 max
All Risks (subject to the standard exclusions)	Yes
Replacement Cost Coverage (except Auto/Mobile Equipment)	Yes
• Requirement to Rebuild on Same Site	No
Deductible	\$10,000 *

CRIME

Blanket Employee Dishonesty Bond	\$50,000 per Employee **
Statutory Bonds	Various Limits as Required **
Computer Theft and Funds Transfer Fraud	\$150,000 **
Forgery & Alteration	\$150,000 **
Money & Securities (Loss Inside/Outside)	\$150,000 **
Social Engineering Fraud – Annual Aggregate	\$25,000
Deductible	\$0 on Statutory Bonds; otherwise, \$10,000

EXTENSIONS

Accounts Receivable	\$1,000,000
Automobile Physical Damage	Per Schedule on File
Contingent Business Interruption/Contingent Extra Expense	Yes
Coinsurance Requirements	No
Debris Removal	Max of \$1,000,000/25% loss
Earthquake (Annual Aggregate) *	\$5,000,000
Evacuation Expense	\$1,000,000
Extra Expense	\$2,500,000
Flood (Annual Aggregate)* (Except \$1,000,000 per occurrence and aggregate for scheduled properties in Special Flood Hazard Areas)	\$5,000,000
Landscaping	\$100,000
Miscellaneous Unnamed Property	\$1,000,000
Mold Resulting from a Defined Peril	\$1,000,000
Newly Acquired Property and Automobile and Mobile Equipment	\$5,000,000
Outdoor Property (Defined Perils)	Yes
Personal Effects (Property of Employees and Others)	\$50,000
Terrorism	Yes
Transit	\$100,000
Unmanned Aircraft Systems	\$100,000
Upgrade to Green	Yes
Valuable Papers & Records	\$1,000,000

EXCLUSIONS

Aircraft and/or Watercraft (>26ft.)	Yes
Crops or Timber	Yes
Nuclear, Biological & Chemical Incidents	Yes
War Risks	Yes
Wear, Tear, Deterioration	Yes

- Blanket/stated value coverage
- Newly acquired vehicles and property valued under \$250,000 automatically covered mid-term without notice to ACCG-IRMA; not auditable
- Crime and blanket bond coverages, including statutory bond coverage

* Additional limits per occurrence and aggregate available upon request. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available in the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents.

** In no event will IRMA pay more than \$500,000 per Occurrence for Blanket Employee Dishonesty and Faithful Performance and Statutory Bonds combined. Higher limits are available for all Crime coverages upon written request and payment of additional contribution.

Boiler & Machinery Coverage Overview

COVERED OBJECTS

PER VALUES SUBMITTED

Air Conditioning Systems	Yes
Boilers & Pressure Vessels	Yes
Combustion Engines	Yes
Compressors	Yes
Electrical Motors	Yes
Electrical Wiring	Yes
Electronic Computer or Electronic Data Processing Equipment, Media or Data	Yes
Fans/Blowers	Yes
Generators	Yes
Hot Water Heating System Piping	Yes
Pumps	Yes
Refrigeration Systems	Yes
Static Content Vessels	Yes
Switchgear	Yes
Transformers	Yes
Turbines	Yes
Vacuum Vessels	Yes

COVERAGES INCLUDED

Business Interruption/Extra Expense	Yes
Explosion	Yes
Refrigeration Interruption	Yes
Replacement Cost Valuation	Yes
Spoilage & Contamination	Yes

SUBLIMITS

Spoilage	\$500,000
Service Interruption	\$1,000,000
Business Interruption	\$50,000,000
Extra Expense	\$1,000,000
Expediting Expenses	\$500,000
Hazardous Substances	\$1,000,000
Ammonia Contamination	\$500,000
Data & Media	\$1,000,000
CFC Refrigerants	\$250,000
Computer Equipment	\$50,000,000
Deductible	\$10,000

- Jurisdictional inspections included
- Efficiency upgrade enhancement
- Infrared services available at discounted cost

Privacy and Security Liability and Expense

COVERAGES INCLUDED

Liability – Per Occurrence & Aggregate	\$1,000,000
Excess – Per Occurrence & Aggregate (by endorsement only)	up to \$5,000,000
Sublimits:	
Regulatory Fines & Penalties	\$250,000
Data Breach Expenses	\$500,000
Cyber Extortion Coverage – Annual Aggregate	\$50,000
Deductible	\$10,000

ACCG-IRMA

Renewal Proposal Summary

July 1, 2019 to July 1, 2020

Member: Oconee County

COVERAGE AVAILABLE THROUGH ACCG-IRMA		
General Liability	Automobile Liability	Equipment Breakdown
Law Enforcement Liability (LEL)	Automobile Physical Damage	Crime & Privacy and Security
Public Officials Liability (POL)	Property	
DEDUCTIBLES AND CONTRIBUTIONS		
We have offered a deductible option for a reduction in Contribution. If a claim occurs after the new coverage period begins and before we receive notice of a change in deductible and/or limits, last year's deductible and/or limits will apply.		
Renewal Proposal	Contribution: Expiring Deductibles & Limits	Option: \$15,000/\$15,000 Deductible
Renewal Contribution:	\$257,558	\$241,947
Less Safety Credit:	(\$12,878)	(\$12,097)
Less Dividend Credit:	(\$35,366)	(\$35,366)
Net Contribution Due:	\$209,314	\$194,484

*The deductible will apply to all losses and all lines of coverage subject to a maximum of one deductible for all claims arising from a single loss. For scheduled properties in Special Flood Hazard Areas, the deductible is the maximum limit available under the National Flood Insurance Program or if unavailable, \$500,000 for building or structure and \$500,000 contents. Highest applicable deductible will apply.

ADDITIONAL LIMITS OF LIABILITY COVERAGE	
Your Limit for Liability Coverage (Included in Contribution Above):	\$1,000,000
Note that these are the limits you chose last year.	With \$1,000,000 on Auto Liability
Your liability limits may be increased in increments of \$1,000,000. We have provided the cost of any additional limits below. (If Automobile Liability is specifically itemized in Your Limit of Liability Coverage above, that limit will remain the same even if you increase the other liability limits.)	
<u>Option</u>	<u>Additional Annual Cost</u>
Increase Limits to \$2,000,000	\$19,506
Increase Limits to \$3,000,000	\$35,305
Increase Limits to \$4,000,000	\$39,941
Increase Limits to \$5,000,000	\$43,511
For those members buying a General Liability limit of \$4,000,000 or more, liability arising out of dams which are either 25 ft. or more in height or have an impounding capacity of 50 acre ft. or more will be limited to \$3,000,000 per occurrence unless underwriting requirements are met and the ACCG-IRMA Coverage Agreement is endorsed. Should you have questions about coverage on a particular dam, please call Marsh, the ACCG-IRMA Administrator, at 1-800-295-8179.	



Oconee County Department Memorandum

DATE: 06/18/2019

TO: Board of Commissioners

FROM: Guy Herring, Director
Department of Planning and Code Enforcement

SUBJECT: Value Added Concepts, LLC ROW Acquisition

SUMMARY:

The owner/developer (Value Added Concepts, LLC) of the Value Added Concepts development desires to convey right of way along Old U.S. 441 to the County as described in the associated Right of Way Deed and depicted on the associated Final Plat.

The same documents are attached here for the review and acceptance of the Board of Commissioners.

The Engineer of Record, Kenneth A. Beall, has reviewed and approved the deed as to accuracy, and the County Attorney has reviewed and approved the same as to form.

RECOMMENDATION:

Staff recommends that the Board of Commissioners accept the attached right-of-way deed.

Encl.: Value Added Concepts, LLC Final Plat; Right of Way Deed

cc: Justin Kirouac
Jody Woodall

GEORGIA

OCONEE COUNTY

RIGHT OF WAY DEED

This conveyance made and executed this 26th day of April, 2019, between **VALUE ADDED CONCEPTS LLC**, a Georgia limited liability company, as **Grantor**, and **OCONEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF GEORGIA**, as **Grantee**,

For and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, **Grantor** has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain sell, alien, convey and confirm unto the said **Grantee**, its successors and assigns, property located in Oconee County, Georgia, to be used for public road purposes which property is described as follows:

All that tract or parcel of land, situate, lying and being in the 221st District, G.M., Oconee County, Georgia, containing 0.051 acre, more or less, and being more particularly shown and designated as "Tract 4 - 0.051 Acres" according to that certain plat of survey entitled "Final Plat For Value Added Concepts, LLC" dated January 16, 2019, as revised, prepared by Woods Land Surveyors, Inc., Ray N. Woods, GRLS #2049, and being recorded in Plat Book 2019, page 51, in the Office of the Clerk of the Superior Court of Oconee County, Georgia, reference being hereby made to said plat for a more complete description of the property herein conveyed.

To Have and To Hold said described property to **Grantee**, its successors and assigns, in fee simple.

Grantor warrants and will forever defend the right and title to the above-described property unto **Grantee**, its successors and assigns against the lawful claims of all persons whosoever.

IN WITNESS WHEREOF, **Grantor** has hereunto set its hand, affixed its seal, and delivered these presents the day and year first above-written.

VALUE ADDED CONCEPTS LLC, a Georgia
limited liability company

BY: _____ (SEAL)

As Its: President

Signed, sealed and delivered
in the presence of:

Judy B. Brislin
Unofficial Witness

Peggy Spangler
Notary Public



GEORGIA

OCONEE COUNTY

RIGHT OF WAY DEED

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For and in consideration of the sum of \$1.00 and other valuable consideration in hand paid, at and before the signing and delivery of these presents, the receipt whereof is hereby acknowledged, **Grantor** has granted, bargained, sold, aliened, conveyed and confirmed and by these presents does grant, bargain sell, alien, convey and confirm unto the said **Grantee**, its successors and assigns, property located in Oconee County, Georgia, to be used for public road purposes which property is described as follows:

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VALUE ADDED CONCEPTS LLC, a Georgia
limited liability company

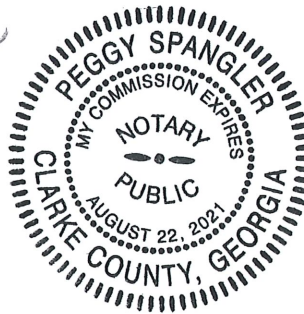
BY: _____ (SEAL)

As Its: President

Signed, sealed and delivered
in the presence of:

Judy B. Brislin
Unofficial Witness

Peggy Spangler
Notary Public





Oconee County Department Memorandum

DATE: 25 June 2019
TO: Kathy Hayes
FROM: Wes Geddings
SUBJECT: Authorization to Amend and Revise the FY2019 Budget

ISSUE SUMMARY:

Amend and Revise authority is an administrative procedure that facilitates the close of fiscal year by allowing the Finance Director to amend and make revisions as needed for the FY2019 Budget.

(Background)

This request is presented annually to the Board of Commissioners.

GASB requires that certain supplemental information is reported in the annual audited financial statements. The Schedule of Revenues, Expenditures and Changes in Fund Balance Budget and Actual by Department is one of the required supplemental reports. At fiscal year-end, after trial balances are finalized, Finance reviews any variances with budget and makes final budget amendments so that expenditures by department are within budget. This ensures the County is within compliance of state law and GASB.

RECOMMENDATION:

Approve authorization for the Finance Director to amend and revise the FY2019 budget

FINANCIAL IMPACT:

Documentation of amendments and revisions can be provided. The impact is not known at this time.