

400

**Board of Commissioners of Candler County
Called Meeting
November 15, 2017
9:00 A.M.**

The Board of Commissioners of Candler County held a called meeting on Wednesday, November 16, 2017, at 9:00 a.m., in the Commissioners' boardroom at 1075 East Hiawatha Street, Suite A, Metter, Georgia. The purpose of the called meeting was to discuss items on the agenda and any other business properly brought before the Board. Those attending the meeting were Candler County Commission Chairman, Glyn Thrift; Candler County Vice-Chairman, Brad Jones and Commissioners David Robinson and Wayne Culbertson; Candler County Administrator, Doug Eaves ; Candler County Clerk, Maranda K. Lank;. Guest attending the called meeting included Candler County Probate Judge, Tony Thompson; Sean Davis from Glenn Davis & Associates, and the Metter Advertiser representatives, Jerri Goodman. Candler County Commissioner Donny Wells and Candler County Attorney Kendall Gross were unable to attend the called meeting.

Call to Order

Chairman Thrift called the meeting to order at 9:02 a.m.

Invocation and Pledge of Allegiance

Vice-Chairman Jones delivered the invocation followed by Chairman Thrift leading the *Pledge of Allegiance*.

Discuss and award Property and Liability Insurance

Mr. Eaves recommended the Board award of the Candler County Property and Liability Insurance to ACCG at \$79,786.00. Vice-Chairman Jones spoke against. Chairman Thrift gave Sean Davis an opportunity to speak.

Commissioner Robinson made the motion to award ACCG the Candler County Property and Liability Insurance by executing the resolution seconded by Commissioner Culbertson. The motion passed with Chairman Thrift and Commissioners Robinson and Culbertson voting in favor, and Vice-Chairman Jones against.

Discussion of Personnel that Concerns the Combining of the Election and Voter Registration Position with the Account Receivable Position

Chairman Thrift explained to the Board the benefits of combining the Accounts Receivable position and the Chief Deputy Registrar/Election Clerk position into one to be located at the Board of Commissioners office. The concerns stem from the solitude of the Chief Deputy Registrar/Election Clerk's position as well as other benefits. Mr. Eaves stated that County Attorney, Kendall Gross had been consulted and saw no issues with the move as long as the procedure and notifications required by the Georgia Secretary of State's Office were followed. Judge Thompson expressed his willingness to work with the Commissioners to make this work smoothly. He did state the need for the Election Clerk to be present during early voting as needed.

Vice-Chairman Jones made the motion seconded by Commissioner Robinson to combine the Accounts receivable position and the Chief Deputy Registrar/Election Clerk and house those two positions in the Board of Commissioners building. The motion passed unanimously. The transition will take place upon the completion of the notification process to relocate the Voter Registrar's office.

Vice-Chairman Jones made the motion seconded by Commissioner Robinson to hire Kristin Harris as the Accounts Receivable Clerk. The motion passed unanimously.

Administrative Request to award Grinding RFP contract (FEMA)

Mr. Eaves requested the Board grant permission to open a single bid for the grinding RFP on Friday instead of waiting for the December monthly meeting to announce the award should there be not be more bids submitted. By doing so, the FEMA deadlines will be met. Commissioner Robinson made the motion to allow Chairman Thrift and Mr. Eaves to open the one and only bid on Friday should no other bids be submitted. The motion was seconded by Commissioner Culbertson. The motion passed with Chairman Thrift and Commissioner Robinson and Culbertson in favor with Vice-Chairman Jones voting against.

After further discussion, the Board agreed to Mr. Eaves polling the entire Board if multiple bids were submitted for the Grinding RFP to expediate the process and meet the FEMA deadline.

Executive Session

Vice-Chairman Jones made the motion to enter into an Executive Session at 9:42 a.m. to discuss personnel. Commissioner Robinson seconded the motion. The motion passed unanimously.

Vice-Chairman Jones made the motion to adjourn the Executive Session and resume with the regular business meeting at 10:18 a.m. with Commissioner Culbertson seconding the motion. Motion carried unanimously.

Vice-Chairman Jones made the motion to authorize Chairman Thrift to sign the *Closed Meeting Affidavit*. Commissioner Culbertson seconded the motion. Motion carried unanimously.

**Let the record reflect that Commissioner Robinson excused himself during the executive session and did not return prior to adjournment of this called meeting.*

Action Based on Executive Session

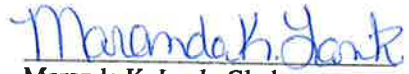
No action was taken from the executive session.

Other Business

No other business was brought before the Board

Adjournment

With no further business to discuss, Vice-Chairman Jones made a motion at 10:20 a.m. seconded by Commissioner Culbertson to adjourn the meeting. The motion carried unanimously.



Maranda K. Lank, Clerk
Attest



Chairman Glyn Thrift

Resolution Authorizing Membership

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes counties and other political subdivisions to contract with each other for activities which the contracting parties are authorized by law to undertake; and,

WHEREAS, Chapter 85 of Title 36 of the Official code of Georgia Annotated authorizes counties to execute intergovernmental contracts to form and become members of an interlocal risk management agency for the purpose of sharing liability; motor vehicle and property damage risks in whole or in part with those of other counties; and,

WHEREAS, counties within Georgia have found it increasingly difficult to obtain commercial insurance protection, and have found the costs of such protection often exceeds the ability of a county to pay; and,

WHEREAS, counties in Georgia need a stable method for managing their risks to avoid the unpredictable and cyclical nature of the commercial insurance market; and,

WHEREAS, many Georgia counties do not have sufficient resources to self-insure their risks on an individual basis; and,

WHEREAS, the Association County Commissioners of Georgia has studied the possibility of creating an intergovernmental risk management agency so that the Georgia counties may self-insure their risks and has concluded that any such agency is feasible; and,

WHEREAS, the County of Candler is desirous of becoming a member of the Association County Commissioners of Georgia-Interlocal Risk Management Agency (hereafter referred to as ACCG-IRMA), an interlocal risk management agency formed pursuant of Title 36 of the Official Code of Georgia Annotated; and,

WHEREAS, the governing authority of the County of Candler has reviewed the intergovernmental contract and the bylaws of ACCG-IRMA and find that the goals of ACCG-IRMA and the obligations imposed upon this county are in accordance with the philosophy and public policy objectives of this community; and,

Association County Commissioners of Georgia-Interlocal Risk Management Agency

WHEREAS, the governing authority of the County of Candler finds that it is in the best interest of its citizens to become a Member of ACCG-IRMA,

NOW THEREFORE, BE IT RESOLVED by the governing authority of the County of Candler, Georgia:

SECTION 1

That the Chairman Glyn Thrift of the County of Candler (Insert Title of Chief Executive Officer) is authorized to execute on behalf of the County the intergovernmental contract to become a member of ACCG-IRMA. A copy of the contract and the bylaws of ACCG-IRMA are attached to and made a part of this resolution as Appendix 1.

SECTION 2

The powers of ACCG-IRMA, unless the contract and bylaws are amended, shall be limited to those authorized by Chapter 85 of Title 36 of the Official Code of Georgia Annotated, and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

SECTION 3

The commencement of operations and the continuing operations of ACCG-IRMA and the obligation of this county to fully participate in such operations shall be effectuated in accordance with the contract and bylaws.

SECTION 4

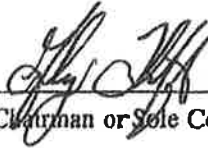
The County Administrator, Douglas R. Eaves is designated as the County's (Insert Title of Designated Person) representative to ACCG-IRMA. The county may change its representative by informing ACCG-IRMA of the change in writing.

Association County Commissioners of Georgia-Interlocal Risk Management Agency

SECTION 5

This resolution shall be effective upon its passage and approval.

Adopted this 6th day of November 2017.



Chairman or Sole Commissioner Chairman Glyn Thrift

County of Candler

ATTEST:

Maramba K. Jenk

Clerk of the County of Candler



Intergovernmental Contract

This agreement is made and entered into this 6th day of November, 2017, by and between the counties who are now or may hereafter become Members of the Association County Commissioners of Georgia - Interlocal Risk Management Agency (hereafter referred to as ACCG - IRMA) for the purpose of creating one or more group self-insurance funds for the management of liability and property damage risks of the Member counties.

WHEREAS, Chapter 85 of Title 36 of the Official Code of Georgia Annotated authorizes Georgia counties to form interlocal risk management agencies; and,

WHEREAS, certain counties which are signatories to this contract desire to form such an interlocal risk management agency pursuant to such statute and the rules and regulations of the Commissioner of Insurance of the State of Georgia.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants, promises and obligations contained herein, which were given to and accepted by each county becoming a party to this agreement, the parties agree as follows:

PARAGRAPH 1

Establishment of the Association County Commissioners of Georgia - Interlocal Risk Management Agency

Section 1.1

Association County Commissioners of Georgia - Interlocal Risk Management Agency Created.

A county interlocal risk management agency to function as an unincorporated non-profit instrumentality of its Member counties in the manner expressed herein is created. The purpose of this agreement is to jointly exercise powers common to each participating county:

- to establish and administer a risk management service;
- to prevent or lessen the incidence and severity of casualty and property losses occurring in the operation of county government; and

- to defend and protect, in accordance with this contract and related coverage descriptions, any Member of ACCG - IRMA against liability or loss as stated in such documents. The activities of ACCG - IRMA shall not constitute conduct of an insurance business.

Section 1.2

Preliminary Operations

When two or more counties shall have executed this agreement, the Board of Trustees, as designated in Paragraph 3 of this agreement, shall direct the affairs of ACCG - IRMA. The Executive Director of the Association County Commissioners of Georgia shall be appointed as Manager. The Manager may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of ACCG - IRMA. Any county, as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, shall be eligible to apply for membership in ACCG - IRMA.

PARAGRAPH 2

Definitions

Section 2.1

Definitions

In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Manager" shall mean the person or agency designated to supervise the administration of ACCG - IRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "ACCG - IRMA" shall mean the Association County Commissioners of Georgia - Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of ACCG - IRMA.
- (4) "Coverage Description or Description" shall mean the written explanation of general liability, motor vehicle liability, property damage and other claims for which Members are jointly self-insured through a Fund or Funds.

- (5) "Group Self-Insurance Fund or Fund" shall have the same meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean a county as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended, participating in ACCG - IRMA in conformity with this contract.
- (7) "Service Company" shall mean a person or agency designated to perform claim settlement services, to make a determination of risk factors of Members and applicants for membership, to acquire necessary excess insurance and reinsurance proposals, and to perform other functions in the day to day operation of ACCG - IRMA as directed by the Board or Manager.

PARAGRAPH 3

Board of Trustees

Section 3.1 Initial Board Qualifications

The initial Board shall take office when this agreement shall become effective in accordance with Paragraph I hereof. The initial trustees and their terms of office shall be as specified in the bylaws of ACCG - IRMA.

Section 3.2 Subsequent Board Members

The Board of ACCG - IRMA shall be those persons selected in accordance with the bylaws of ACCG - IRMA.

Section 3.3 Meetings

All meetings of the Board shall be held and conducted in accordance with the bylaws adopted by the Board.

Section 3.4
Liability of Trustees, Officers, or Agents

Trustees, Officers, and agents of ACCG - IRMA shall use ordinary care and reasonable diligence in the exercise of their powers and the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or admitted by them in good faith, nor for any action taken or admitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through investment of funds or failure to invest. No trustee shall be liable for any action taken or admitted by any other trustee. No trustee shall be required to give a bond or other security to guarantee the faithful performance of the duties hereunder except as may be required by the rules and regulations of the Georgia Commissioner of Insurance. ACCG - IRMA shall defend and hold harmless any officer or agent for actions taken by trustees or performed by the officers, agents or employees within the scope of their authority for ACCG - IRMA. ACCG - IRMA may purchase insurance providing such coverage for trustees, officers, agents or employees.

PARAGRAPH 4
Board Powers and Duties

The Board, in addition to other powers and duties conferred or imposed on it by law, is authorized in the name of ACCG - IRMA to exercise the powers enumerated in Article VII of the bylaws and do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of the ACCG - IRMA.

PARAGRAPH 5
Membership

Section 5.1
Membership

The initial membership of ACCG - IRMA shall consist of those counties who have executed this agreement, or its counterpart, by the duly constituted chief executive officer acting upon the resolutions of the governing authorities of the counties and which have paid the prescribed contributions pursuant to the provisions of this agreement. Initial and additional Members may be admitted upon approval of the Manager in accordance with policies established by the

Board, upon their execution of this agreement, or its counterpart, and by payment of prescribed contributions. Every Member agrees to the admission of additional Members in accordance with the provisions of this paragraph.

Section 5.2
Member Representatives

Each Member shall designate a representative to ACCG - IRMA by action of its governing body. The representative shall be responsible to the Member for implementation of all loss control measures and for execution of the duties imposed on the Members by this agreement and the bylaws established hereunder.

Section 5.3
Withdrawal

- (1) Each Member shall continue its membership for a minimum period of two complete ACCG - IRMA fiscal years following its admission to ACCG - IRMA or, in the case of initial Members, from the date of activation of ACCG - IRMA. Effective upon the conclusion of such period, or effective at the end of any subsequent fiscal year, a Member may withdraw on ninety days advance written notice to ACCG - IRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by ACCG - IRMA in the operation of a Group Self-Insurance Fund. ACCG - IRMA shall continue servicing of any covered claim of the Member after the withdrawal of the Member.
- (2) At the conclusion of a Member's second full fiscal year membership, all membership shall be on a year-to-year basis. Effective at the end of any fiscal year, ACCG - IRMA may, on ninety days advance notice to a Member, determine not to renew a Member's membership in ACCG - IRMA or the Member's participation in any Fund.
- (3) Any Member failing to make payments required by Paragraph 6 of this agreement when due shall, upon proper notice, be immediately suspended from membership and the Member's coverage under any Fund and benefits hereunder shall immediately cease. If the Member shall subsequently submit the delinquent payment along with such penalties or interest that may be established by the Board, the Manager may reinstitute each membership in accordance with Board policy.

- (6) To assist and cooperate in the defense and settlement of claims against a Member.
- (7) To furnish full cooperation to ACCG - IRMA's attorneys, claims adjusters, Service companies, and any agent, employee, officer or independent contractor of ACCG - IRMA relating to the purposes of ACCG - IRMA.
- (8) To follow all loss reduction and prevention procedures established by ACCG - IRMA.
- (9) To furnish ACCG - IRMA such budget, operating and underwriting information as may be requested by the Board.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in ACCG - IRMA or any Fund established by ACCG - IRMA being required to pay a claim or claims for loss or injuries to county property or injuries to persons or property when such loss or injury is within the scope of the protection of a Fund or Funds in which the Member participates.

Section 6.2

Optional Defense of Fund Member

A Member may hire co-defense counsel, at the Member's expense, to assist in the defense of claims; provided however; the attorney selected by ACCG - IRMA to defend the claim shall be lead counsel in all matters.

Section 6.3

Contractual Obligation

This agreement shall constitute a contract among the Members of ACCG - IRMA. The obligations and responsibilities of the Members set forth herein include the obligation to take no action, inconsistent with this agreement as originally written or validly amended, which shall remain a continuing obligation and responsibility of the Member. This agreement may be executed in duplicate originals and the agreement of a count thereto shall be evidenced by a signed copy of a resolution adopted by its governing authority authorizing an appropriate official of the county to execute the agreement on behalf of the county. The contracting parties intend to create a risk management agency for group self-insurance purposes only within the scope of this agreement. ACCG - IRMA's bylaws and related Coverage Descriptions. Nothing contained herein

- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members; provided, however, that Members involuntarily terminated for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a Fund or to otherwise discharge its obligations to a Fund or to ACCG - IRMA when due, shall be entitled to a refund of the unearned premium paid by the Member, calculated on a pro-rate basis, within 15 days of the notice of termination (unless delayed by an audit or rate investigation).

Section 5.4
Membership Review and Termination

A Member may be involuntarily terminated for causes other than non-payment of contributions as provided in the bylaws.

PARAGRAPH 6
Obligations of Members

Section 6.1
Member Obligation

Members of the ACCG - IRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund which is established by the Board.
- (2) To pay all contributions, assessments or other sums due to such times and in such amounts as shall be established by the Board.
- (3) To select a person to serve as a Member representative.
- (4) To allow the Board, and its agents, reasonable access to all facilities of the Member and all records, including but not limited to financial records, which relate to the purposes of ACCG - IRMA.
- (5) To allow attorneys appointed by ACCG - IRMA to represent the Member in investigation, settlement discussions and all levels of litigation arising out of any claim made against a Member within the scope of loss protection furnished by the Fund or Funds established by ACCG - IRMA.

PARAGRAPH 9

Operation of Group Self-insurance Funds

**Section 9.1
Loss Protection**

ACCG - IRMA will provide loss protection to each Member participating in a Fund as provided in the Coverage Description for the Fund.

**Section 9.2
Coverage Descriptions**

The Board may develop and issue self-insurance Coverage Descriptions for Funds as it deems necessary and advisable. The limits of loss protection, scope of loss protection, amount of loss retention and Member contributions into a Fund shall be determined by the Coverage Description for the Fund. The Board may amend the Coverage Description or Descriptions from time to time as it deems advisable. Such amended Coverage Descriptions shall be effective for ACCG - IRMA in subsequent fiscal years.

The foregoing Intergovernmental Contract is entered into on behalf of the County this 6th day of November, 2017, by the duly authorized officer whose signature appears below.

Chairperson/Sole Commissioner/ Chief Executive Officer of

Candler County
[County]

[Handwritten Signature]
[Signature]

ATTEST:

Maramanda K. Laska
[County Clerk]



shall be deemed to create any relationship of surety, indemnification or responsibility between an individual Member for the debts or claims against any other individual Member. In accordance with Sections 36-85-9 and 36-85-15 of the Official Code of Georgia Annotated, each Member shall be jointly and severally liable for all legal obligations of any Fund and assessments may be required to meet any financial deficiencies of ACCG - IRMA or of any Fund.

PARAGRAPH 7

Amendments to Contract

Section 7.1 Amendments

This agreement may be amended by consent of the Members. A change or modification to this agreement may be agreed to by a vote of Members under such rules and procedures as the Board shall prescribe. Such vote may be conducted at a meeting of Members or may be conducted by mail. Any change or modification agreed to by a majority of the Members shall become effective immediately or at such future time, as the amendment shall provide. Any Member not exercising its right of withdrawal within thirty days after notice of the change or amendment shall be deemed to have consented to such a change or amendment. Any Member not consenting to such a change or amendment, may, at its option, withdraw and shall be entitled to a refund of any contributions made on account of the current fiscal year in proportion to the time remaining in the fiscal year period.

PARAGRAPH 8

Audits and Financial Reports

Section 8.1 Annual Report

Each Fund established by ACCG - IRMA shall have an annual audit of its books and accounts performed by a certified public accountant. The Board shall provide to the Members an annual report of the financial affairs of ACCG - IRMA and of each Fund maintained by ACCG - IRMA.

