



AGENDA

**Gainesville Work Session
Thursday, November 16, 2017, 9:00 AM
Administration Building, Board Room
300 Henry Ward Way, 3rd Floor
Mayor or Mayor Pro Tem Presides**

DEPARTMENT ISSUES

Community Service Center	Resolution: Apply for and Accept FY2019 Section 5307 Grant	Phillippa Lewis Moss
Administrative Services	Resolution: Georgia Interlocal Risk Management Agency (GIRMA)	Janeann Allison
Water Resources	Resolution: Intergovernmental Agreement between Gwinnett County, Gwinnett County Water and Sewerage Authority, Hall County, City of Gainesville, and Edge City Properties, Inc.	Nick Swafford

CITY MANAGER ISSUES

MAYOR/COUNCIL ISSUES

Appointment(s): Chattahoochee Golf Course Advisory Committee	Danny Dunagan
Appointment(s): SPLOST VII Citizen's Review Committee	Danny Dunagan
Ex-Officio Report(s)	

CITY ATTORNEY ISSUES

CITY CLERK ISSUES

EXECUTIVE SESSION

ADJOURNMENT

Final: Monday, November 13, 2017, 4:15 PM

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 9/29/2017
Presenter: Phillippa Lewis Moss
Item of Business: Resolution: Apply for and Accept FY2019 Section 5307 Grant
Meeting Date: 11/16/2017

Purpose of Request:

Approve submission of FY2019 Section 5307 Grant application and, if approved, acceptance of grant award. This grant provides capital and operating funds for the Gainesville Connection & Dial-A-Ride Bus Services.

History/Background:

An application must be made to GDOT/FTA each year for state/federal funding for the Gainesville Connection & Dial-A-Ride bus services.

Facts & Issues for Consideration:

The FY2019 Section 5307 funds 50% of the urban operational expenses for Gainesville Connection and Dial-A-Ride bus services.

Department Recommendation:

Approve the resolution for the FY2019 Section 5307 Grant Application Submission and Grant Award Acceptance.

Department Director:

Phillippa Lewis Moss

If funding is involved, are funds approved within the current budget?

No

Amount Requested:

The operating match will be included in the CSC's FY19 budget request.

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Resolution: Apply for and Accept FY2019 Section 5307 Grant	Resolution

RESOLUTION PR-2017 - ____

Request to Apply for and Accept an FY2019 Section 5307 Grant

WHEREAS, each year the Federal Transit Administration (FTA) makes operating funds available to small urban transit systems like Gainesville Connection and Dial-A-Ride through its Section 5307 program; and

WHEREAS, staff of the Georgia Department of Transportation Intermodal Office packages the Section 5307 application requests of all small urban transit systems in Georgia and presents them to the Federal Transit Administration for consideration; and

WHEREAS, a successful application will result in funding that will cover fifty percent (50%) of the urban operational expenses for Gainesville Connection and Dial-A-Ride.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville hereby approves submittal of the FY2019 Section 5307 application and acceptance of the grant funds if awarded.

BE IT FURTHER RESOLVED THAT the governing body for the City of Gainesville hereby authorizes the Mayor, City Manager and City Attorney to execute all contracts and associated documents related to said grant.

Adopted this ____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/3/2017

Presenter: Janeann Allison

Item of Business: Resolution: Georgia Interlocal Risk Management Agency (GIRMA)

Meeting Date: 11/16/2017

Purpose of Request:

To approve a resolution for the City to join the Georgia Interlocal Risk Management Agency (GIRMA) for the purposes of complying with Georgia House Bill 146 and participation in one or more of GIRMA's funds.

History/Background:

In the 2016-2017 session, House Bill 146 was passed stating that all legally organized fire departments in Georgia are required to provide certain cancer benefits to their firefighters effective January 1, 2018.

Facts & Issues for Consideration:

GMA has worked with The Hartford Life and Accident Insurance Company to offer to cities and counties a policy that complies with the requirements of HB 146. GIRMA will be the program administrator. To comply with the HB, we need to purchase two policies: a Lump Sum Cancer Benefit Plan and a Long Term Disability Plan. The total estimated premium is \$20,337 and will be paid for out of the Employee Benefits Fund.

Department Recommendation:

To approve the resolution.

Department Director:

Janeann Allison

If funding is involved, are funds approved within the current budget?

No

Amount Requested:

\$20,337 estimated

Source of Funds:

Employee Benefits Fund

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Georgia Interlocal Risk Management Agency (GIRMA)	Resolution
☐ IGA GIRMA	Contract/Agreement/MOU
☐ GMA Proposal	Backup Material
☐ GMA Coverage Description	Backup Material

Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds

WHEREAS, Article 9, Section 3, Paragraph 1 of the Constitution of Georgia authorizes municipalities 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 certain public entities to execute intergovernmental contracts to become members of an interlocal risk management agency for the purpose of sharing their accident, disability, supplemental medical, general liability, motor vehicle and property damage risks in whole or in part; and

WHEREAS, municipalities 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 public entity to pay; and

WHEREAS, public entities 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 public entities do not have sufficient resources to self-insure their risks on an individual basis; and

WHEREAS, the City of Gainesville ("Public Entity"), located in Hall County, Georgia, desires to become a Member of the Georgia Interlocal Risk Management Agency ("GIRMA"), an interlocal risk management agency formed pursuant to Chapter 85 of Title 36 of the Official Code of Georgia Annotated; and

WHEREAS, the intergovernmental contract requires all members of GIRMA to participate in at least one GIRMA Fund; and

WHEREAS, the governing body of the City of Gainesville has reviewed the intergovernmental contract, the Fund Election Form, and the bylaws of GIRMA and finds that the goals of GIRMA and the obligations imposed on Public Entity by membership in GIRMA and the Fund or Funds selected on the Fund Election Form are in accordance with the philosophy and public policy objectives of this community; and

WHEREAS, the governing body for the City of Gainesville finds that it is in the best interest of its residents to become a member of GIRMA and to join the Fund or Funds selected on the Fund Election Form;

NOW THEREFORE BE IT RESOLVED by the governing body for the City of Gainesville:

1. The Mayor or City Manager of the City of Gainesville is authorized to execute the intergovernmental contract to become a Member of GIRMA and the GIRMA Fund Election Form to become a member of the GIRMA Funds identified on that Form. A copy of the intergovernmental contract and bylaws of GIRMA and the completed Fund Election Form are attached and made part of this resolution as Appendix 1.
2. The powers of GIRMA shall be limited to those contained in the documents attached as Appendix 1, as amended from time to time, and those contained in Chapter 85 of Title 36 of the Official Code of Georgia Annotated and the rules and regulations of the Insurance Commissioner of the State of Georgia.

Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds

3. The commencement of operations and the continuing operations of GIRMA and the obligation of the City of Gainesville to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and bylaws and the Fund Election Form.
4. The Administrative Services Director of the City of Gainesville is designated as the City of Gainesville's representative to GIRMA, and he or she is authorized to complete any additional documents required for membership in GIRMA or the selected Fund or Funds.
5. The City of Gainesville may change its representative by making a written request to Georgia Municipal Association, Inc., the Program Administrator for GIRMA.
6. This resolution shall be effective on the date of adoption.

Adopted this _____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

Appendix 1

Resolution to Become a Member of The Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA'S Funds

Intergovernmental Contract

GIRMA Fund Participation Election Form (Completed)

GIRMA Bylaws

**GEORGIA INTERLOCAL RISK MANAGEMENT (GIRMA)
FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT**

Employers eligible to participate in GIRMA (hereinafter a “Participating Employer” or “Employer”) shall complete this Application and Participation Agreement in order to purchase firefighter cancer coverage fully insured by The Hartford under the GIRMA Fund B Master Policy for Lump Sum Cancer Benefit or Master Policy for Long-Term Disability (Income Replacement) or under both Policies. Once approved by GIRMA’s Program Administrator, the Participating Employer will receive a one-page Schedule of Benefits identifying the purchased coverage(s) and a link to the Policy for the purchased coverage(s), so it may make these available to Eligible Firefighters.

Who Does What?

- GIRMA is the Policyholder of two firefighter cancer coverage policies (together, the “Firefighter Cancer Policies” insured by The Hartford: Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement). These coverages together are designed to meet the requirements of Georgia House Bill 146 (2016-2017), an Act effective January 1, 2018.
- Georgia Municipal Association, Inc., (“GMA”) is the Program Administrator for GIRMA. GMA uses information from the Eligible Firefighter census data provided by the Participating Employer to bill for the Firefighter Cancer Policies, and maintains (either directly or through the broker for the Firefighter Cancer Policies) Participating Employers’ Application and Participation Agreements.
- Participating Employers are responsible for identifying all Eligible Firefighters, submitting complete and accurate census data to GMA, paying premiums to GMA, communicating with Eligible Firefighters about the coverages it provides, providing the Schedule of Benefits and link to the applicable Policies to Eligible Firefighters, and providing all requested information and documentation to The Hartford when an Eligible Firefighter makes a claim under one or both of the Firefighter Cancer Policies.
- The Hartford evaluates and pays claims under the Firefighter Cancer Policies. All claims for benefits must be submitted to The Hartford. Neither GIRMA nor GMA have any role in claim determination or payment.
- The Hartford provides tax services related to payments under the Long-Term Disability (Income Replacement) Policy.

Definition of Eligible Firefighter: An “Eligible Firefighter” is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department of a Participating Employer and as such has duties of responding to mitigate a variety of emergency and nonemergency situations where life, property, or the environment is at risk, which may include without limitation fire suppression; fire prevention activities; emergency medical services; hazardous materials response and preparedness; technical rescue operations; search and rescue; disaster management and preparedness; community service activities; response to civil disturbances and terrorism incidents; nonemergency functions including training, preplanning, communications, maintenance, and physical conditioning; and other related emergency and nonemergency duties as may be assigned or required; provided, however, that a firefighter's assignments may vary based on geographic, climatic, and demographic conditions or other factors including training, experience, and ability. A firefighter is an “Eligible Firefighter” as soon as he or she meets the description above, even though coverage under the Firefighter Cancer Policy(ies) does not become effective until completion of a waiting period as set forth in O.C.G.A. § 25-3-23.

Employer Obligations:

- Employer shall not require any kind of contribution from Eligible Firefighters for the coverage(s) provided under the Firefighter Cancer Policies.
- Employer is solely responsible for identifying all Eligible Firefighters (as defined above), keeping an accurate list of all Eligible Firefighters, and providing correct and complete information to GMA.
- Employer shall submit initial Eligible Firefighter census data to GMA in the form requested, and must update this census data as needed in order to ensure that all Eligible Firefighters are identified.
- The Employer's cost for coverage under the Firefighter Cancer Policy(ies) will be based on the most recent census data at the time of billing.
- A claim by an Eligible Firefighter may be denied if the Eligible Firefighter was not timely listed in the census data.
- Employer shall provide the Schedule of Benefits and a link to the applicable Policy(ies) to all Eligible Firefighters at no charge, and shall provide a copy of the applicable Policy(ies) to an Eligible Firefighter upon request.
- If the Policy(ies) are terminated for any reason, Employer shall provide notification of termination to all Eligible Firefighters.
- When a firefighter submits a claim to The Hartford, Employer shall provide The Hartford the information requested so that The Hartford may evaluate the claim, and shall affirm that this information is accurate and complete.

If the Employer is purchasing Long-Term Disability (Income Replacement) coverage, the Employer agrees as follows.

Employer Authorization for Tax Services: By completing this Application and Participation Agreement, Employer authorizes The Hartford to report, withhold and deposit the taxes described below, and agrees to provide The Hartford with accurate and timely information to provide these tax services. Employer acknowledges that The Hartford, GIRMA, and GMA, singularly and collectively, shall have no responsibility for any liability in connection with these tax services that may result from inaccurate, untimely or incomplete information provided by Employer to any of them, including but not limited to fines or penalties.

- The Hartford will withhold and deposit applicable and properly elected additional United States federal income taxes (FIT) and state income tax (SIT) as well as applicable Employee FICA taxes from disability benefits/sick pay. The Hartford will make timely filings with the appropriate United States federal and state agencies. The Hartford will deposit the taxes using The Hartford's tax identification number and will timely notify the Employer of these payments. This notification is provided on the EOB (Explanation of Benefits).
- The Hartford will prepare Forms W-2 for payees and pay the Employer's share of FICA taxes, and submit such forms and payments to the appropriate United States federal and state agencies. The Hartford will postmark by January 31st of each year, or such other date required by law, Forms W-2 containing disability benefits/sick pay information to payees and make information return filings in accordance with Federal and State requirements regarding income tax, Social Security, and Medicare tax. The Hartford will issue Forms W-2 using The Hartford's tax identification number. If the Policy is terminated, The Hartford will continue to provide Forms W-2 and make information return filings for disability benefits/sick pay payments on all claims incurred prior to termination of the Policy.
- The Hartford assumes no responsibility for any other payroll or employment related tax, fee, premium or the like including Federal Unemployment Insurance (FUTA) and State Unemployment Insurance (SUTA), State Disability Insurance, State or Local Occupational Taxes, other jurisdictional taxes such as municipal, city or county taxes, or any Workers' Compensation Tax which may be applicable to the disability benefits The Hartford is paying.
- The Hartford will prepare and deliver to Employer the annual summary reports of benefits paid.

Desired Coverage (See Attached Proposal for Estimated Annual Premiums):

Participating Employer is applying for and agreeing to purchase both the Lump Sum Cancer Benefit & Long Term Disability (Income Replacement) coverages unless either of the following options is checked.

 X Lump Sum Cancer Benefit Only* OR

 X Long Term Disability (Income Replacement) Only*

* Alone, this coverage does NOT meet the requirements of HB146.

The coverage elected above automatically renews at each anniversary of the effective date, based on then current premiums established by the Administrator. Coverage may be terminated in accordance with the GIRMA Bylaws rules for termination of membership in a GIRMA Fund.

On behalf of the City of Gainesville, Hall County, Georgia, I submit this application and Participation Agreement and agree to its terms.

Signature: _____

Date: _____

Print Name: Bryan Lackey, City Manager

APPROVED BY GIRMA PROGRAM ADMINISTRATOR: _____, Date: _____

EFFECTIVE DATE OF COVERAGE: _____

WHEREAS, an intergovernmental contract originally was approved for use on June 10, 1987 by certain municipalities acting through a Board of Trustees of their own selection, and, in accordance with the Official Code of Georgia Annotated ("O.C.G.A.") Section 36-85-2, these municipalities formed and became members of the Georgia Interlocal Risk Management Agency ("GIRMA") by executing the intergovernmental contract, and

WHEREAS, GIRMA is an unincorporated nonprofit instrumentality wholly owned by its members, all of which are public entities, and after approval by GIRMA's Administrator, all additional members of GIRMA became members by executing the intergovernmental contract and adopting a resolution or ordinance;

WHEREAS, the form of this Amended and Restated Intergovernmental Contract has been approved in accordance with the bylaws, and all Members not expressing intent to withdraw within 30 days after the date of notice of the approval are parties to this Amended and Restated Intergovernmental Contract, and the intergovernmental contract previously executed by the Member is superseded by this Amended and Restated Intergovernmental Contract;

WHEREAS, this Amended and Restated Intergovernmental Contract is made and entered into this _____ day of _____, 20____, by and among the public entities who are now Members of the Georgia Interlocal Risk Management Agency ("GIRMA") and the City of Gainesville ("New Member") for the purpose of permitting New Member to participate in one or more group self-insurance funds for the management of liability and property damage risks of the Member public entities.

WHEREAS, New Member desires to become a Member of GIRMA in accordance with the Statute and the rules and regulations of the Insurance Commissioner 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 public entity becoming a party to this agreement the parties agree as follows:

PARAGRAPH 1

PURPOSE AND OPERATIONS OF THE GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY

Section 1.1. Purpose of Georgia Interlocal Risk Management Agency and Intergovernmental Contract. The purpose of GIRMA and of this agreement is to jointly exercise powers common to each participating public entity; to establish and administer one or more group self-insurance funds; 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 a Member of GIRMA; and to defend and protect, in accordance with this contract and related coverage descriptions, any Member of GIRMA against liability or loss as stated in such documents. The activities of GIRMA shall not constitute conduct of an insurance business.

Section 1.2. Operations and Eligibility for Membership. The Board of Trustees described in Paragraph 3 of this agreement shall direct the affairs of GIRMA. The Georgia Municipal Association shall be appointed as Administrator. The Administrator may recommend to the Board of Trustees the appointment of necessary Service Companies, attorneys and agents for operation of GIRMA. In order to become a member of GIRMA, an entity must be a "municipality", as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. Any entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator.

PARAGRAPH 2 DEFINITIONS

Section 2.1. Definitions. In the interpretation of this agreement the following definitions shall apply unless the context requires otherwise:

- (1) "Administrator" shall mean the person or agency designated to supervise the administration of GIRMA and to perform such duties and exercise such powers as shall be specifically designated by the Board.
- (2) "GIRMA" shall mean the Georgia Interlocal Risk Management Agency.
- (3) "Board" shall mean the Board of Trustees of GIRMA.
- (4) "Coverage Description or Description" shall mean the written explication 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," "Fund" or "Funds" shall have the meaning as defined in Chapter 85 of Title 36 of the Official Code of Georgia Annotated, as amended.
- (6) "Member" shall mean an entity that meets the eligibility requirements set forth in Section 1.2, has been approved by GIRMA through its Administrator, and is participating in GIRMA in conformity with this contract.
- (7) "Service Company" shall mean persons or agencies designated by the Board or Administrator to perform claim settlement services, make a determination of risk factors of Members and applicants for membership, institute loss prevention programs and accounting systems, acquire necessary excess insurance and reinsurance proposals, or perform other functions in the day-to-day operation of GIRMA as directed by the Board or Administrator.

PARAGRAPH 3 BOARD OF TRUSTEES

Section 3.1. Trustee Qualifications. The qualifications to serve as a Trustee and the terms of office for Trustees shall be specified in the bylaws of GIRMA.

Section 3.2. Selection of Board Members. The Board of GIRMA shall be those persons selected in accordance with the bylaws of GIRMA.

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 and Officers. Trustees and officers of GIRMA 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 mistakes of judgement or actions or failures to act when such mistakes, actions or failures are made in good faith and within the scope of their authority for GIRMA. Nor shall they be liable for any action or failure to act of any agent, employee or independent contractor of GIRMA, nor for loss incurred through investment of funds or failure to invest. No trustee or officer shall be liable for any action or failure to act of any other trustee or officer. No trustee or officer 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 Insurance Commissioner. GIRMA shall defend and hold harmless any trustee or officer, and the Board of Trustees, against any and all loss, cost, damage or exposure arising from their actions or failures to act when such actions or failures are made in good faith and within the scope of their authority for GIRMA. GIRMA may purchase insurance providing such coverage for trustees and officers.

PARAGRAPH 4 BOARD POWERS AND DUTIES

Section 4.1. Board Powers and Duties. The Board, in addition to other powers and duties conferred or imposed by law, is authorized in the name of GIRMA to exercise the powers enumerated in Article III, Section I and in Article IV, Section 2 of the bylaws and to do all the acts necessary or incidental in performing and accomplishing the purposes set forth in this agreement and in the bylaws of GIRMA.

PARAGRAPH 5 MEMBERSHIP

Section 5.1. Membership. The membership of GIRMA consists of those eligible public entities who have executed this agreement, or its counterpart, by the duly constituted chief executive or administrative officers acting upon the resolution of the governing authority of the public entity and which have paid the prescribed contributions pursuant to the provisions of this agreement. Such entities may be admitted as Members upon approval of the Administrator 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. The chief executive or administrative officer of each Member shall designate in writing a representative to GIRMA and notify the Administrator of such designation. The representative shall be responsible to the Member for receiving all communications related to GIRMA, implementing loss control measures and executing the duties imposed on the Members by this agreement and the bylaws of GIRMA. All communications from the Administrator or any Service Company to the Member shall be addressed to the individual listed in the Administrator's records as the Member's designated representative. Each Member shall notify the Administrator immediately if a replacement representative is named.

Section 5.3. Withdrawal.

- (1) Each Member shall continue its membership until the completion of the second full fiscal year of GIRMA following its admission to GIRMA. Effective upon the conclusion of such period, a Member may withdraw on ninety (90) days advance written notice to GIRMA. A Member withdrawing shall have no right to the reserves on any claims maintained by GIRMA in the operation of a Group Self-Insurance Fund. GIRMA 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 of membership, all membership shall be on a coverage year-to-coverage year basis. Effective at the end of any coverage year, GIRMA may, on ninety (90) days advance written notice to a Member, determine not to renew a Member's membership in GIRMA or the Member's participation in the 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 Administrator may reinstitute such membership in accordance with Board policy.
- (4) Terminated Members shall remain liable for assessments for any fiscal year in which they were Members. Terminated Members shall have no rights to surplus or dividends, but the Board may return all or a portion of any terminated Member's capital contribution.

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 Obligations. Members of GIRMA agree to be obligated as follows:

- (1) To participate at all times in at least one Fund established by the Board.
- (2) To pay all contributions, assessments or other sums due to GIRMA at such times and in such amounts as shall be established by the Board or the Administrator.
- (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 GIRMA.
- (5) To allow attorneys appointed by GIRMA to represent the Member and its employees or officers 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 GIRMA, and, with approval of the Administrator or in accordance with policies established by the Administrator, to enter into settlements of such litigation without the consent of the Member or its employees or officers.
- (6) To assist and cooperate in the defense and settlement of claims against the Member and its employees or officers.
- (7) To furnish full cooperation to GIRMA's attorneys, claims adjusters, Service Company and any agent employee, officer or independent contractor of GIRMA relating to the purposes of GIRMA.
- (8) To follow all loss reduction and prevention procedures established by GIRMA.
- (9) To furnish to the Administrator such budget operating and underwriting information as may be requested by the Administrator.
- (10) To report as promptly as possible, and in accordance with any Coverage Descriptions issued, all incidents which could result in GIRMA or any Fund established by GIRMA being required to pay claim for loss or injuries to the Member's 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 GIRMA 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 GIRMA. 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 public entity thereto shall be evidenced by a signed copy of a resolution adopted by its legislative body authorizing an appropriate official of the public entity to execute the agreement on behalf of the public entity. The contracting parties have created a risk management agency for group self-insurance purposes only within the scope of this agreement, GIRMA's bylaws and related Coverage Descriptions. Nothing contained herein 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 a Fund and assessments may be required to meet any financial obligation of GIRMA 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 voting 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 (30) 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 change or amendment may, at its option, withdraw with 90 days written notice and shall be entitled to a refund of any non-earned premiums.

PARAGRAPH 8

AUDITS AND FINANCIAL REPORTS

Section 8.1. Annual Report. The Board shall provide to the Members an annual report of the financial affairs of GIRMA and of each Fund maintained by GIRMA.

PARAGRAPH 9

OPERATION OF GROUP SELF-INSURANCE FUNDS

Section 9.1. Loss Protection. GIRMA 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 or its designee may develop and issue such self-insurance Coverage Descriptions for Funds as it deems necessary or 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 deems advisable. Such amended Coverage Descriptions shall be effective for GIRMA's subsequent coverage years.

Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

[To be completed by "New Members" joining after September 1, 2016]

This foregoing Intergovernmental Contract is entered into on behalf of

The City of Gainesville, this ____ day of November, 2017, by the duly authorized officer whose signature appears below.

APPROVED AS TO FORM:

Abbott S. Hayes, Jr.
City Attorney

The City of Gainesville

(Name of New Member)

City Manager

(Authorized Signature/title)

Denise Jordan, City Clerk

Witness/title

(Entity Seal - Printed)

Georgia Interlocal Risk Management Agency ("GIRMA")
Fund Participation Election Form for Prospective Member Entities Joining GIRMA On or After January 1, 2018 [Attach to Intergovernmental Contract]

As stated in Section 6.1 of the Intergovernmental Contract, a GIRMA member must participate in at least one Fund established by the GIRMA Board of Trustees. The Intergovernmental Contract and GIRMA Bylaws apply to all GIRMA members, regardless of the Fund or Funds in which they participate. Terms and conditions specific to a Fund are set forth in the Coverage Description for the Fund.

A coverage description for Fund A is on file with the Georgia Department of Insurance and is provided to new Fund A members after approval of membership in Fund A. A copy of the coverage description for Fund A is available to prospective members upon request. A coverage description for Fund B will be filed with the Georgia Department of Insurance and made available upon request to Fund B members after approval of membership in Fund B.

All Prospective Members joining GIRMA on or after January 1, 2018 must complete this Fund Participation Election For

Please select the Fund or Funds in which the Prospective GIRMA Member named below will participate. This completed Form will be attached to the Resolution to Become a Member of the Georgia Interlocal Risk Management Agency (GIRMA) and Participate in One or More of GIRMA's Funds. If Fund B is selected, the Prospective Member also must complete the attached **FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT**.

Fund A	Fund B
Coverage of: • Property liability • Automobile physical damage and liability • Law enforcement liability • General liability • Public official liability • Employee benefits liability • Fidelity (including crime and all bonds) liability • Data and network security liability	• Firefighter Cancer lump sum and disability coverage required by Georgia House Bill 146, 2016-2017 Regular Session • Coverage is fully insured by Hartford Insurance

The City of Gainesville elects to join **Fund B (FIREFIGHTER CANCER COVERAGE APPLICATION AND PARTICIPATION AGREEMENT required)**. Membership in the Fund or Funds selected shall be effective on the date of approval by Georgia Municipal Association, Inc., the Program Administrator for GIRMA.

Date: _____

By: _____

Bryan Lackey, City Manager

**BYLAWS OF THE BOARD OF
TRUSTEES OF THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

Revised and Adopted March 16, 2016

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>
I Name and Location	1
II Eligibility for and Renewal of Membership	1
III Board of Trustees.....	2
Section 1. General Powers	2
Section 2. Number and Qualifications.....	2
Section 3. Election of Trustees, Term of Office.....	2
Section 4. Vacancies.....	3
Section 5. Removal of Trustees	3
Section 6. Compensation	3
IV Powers and Duties	4
Section 1. Administrator	4
Section 2. Board of Trustees.....	6
V Meetings of the Board of Trustees	8
Section 1. Regular Meetings	8
Section 2. Special Meetings.....	8
Section 3. Place of Meetings.....	8
Section 4. Notices	8
Section 5. Quorum	9
Section 6. Manner of Acting.....	9
Section 7. Proxies	9
VI Officers.....	10
Section 1. Officers.....	10
Section 2. Election and Term of Office.....	10
Section 3. Removal and Resignation	10
Section 4. Vacancies.....	10
Section 5. Chairperson.....	10
Section 6. Vice Chairperson.....	11
Section 7. Secretary-Treasurer	11

<u>Article</u>		<u>Page</u>
VII	Board Committees	12
	Section 1. Executive Committee	12
	Section 2. Special Committee	12
	Section 3. Governance.....	12
VIII	Fiscal Year	12
IX	Meetings of the Membership.....	13
	Section 1. Annual Meetings	13
	Section 2. Special Meetings	13
	Section 3. Place of Meeting	13
	Section 4. Notice	13
	Section 5. Voting	13
	Section 6. Proxies	14
X	Involuntary Termination of a Membership.....	14
	Section 1. Reasons	14
	Section 2. Method	15
	Section 3. Data.....	15
	Section 4. Reinstatement	15
XI	Termination of GIRMA or GIRMA Funds	15
XII	Waiver of Notice	16
XIII	Amendments	16
XIV	Parliamentary Authority	16

**BYLAWS OF THE BOARD OF
TRUSTEES OF THE
GEORGIA INTERLOCAL RISK MANAGEMENT AGENCY**

ARTICLE I

NAME AND LOCATION

- Section 1. The name of this organization shall be the Georgia Interlocal Risk Management Agency, hereinafter referred to as "GIRMA". In October, 1988, GIRMA was established by an intergovernmental contract among founding municipal corporations of Georgia for the management of liability and property damage risks, in accordance with Title 36, Chapter 85 of the Official Code of Georgia Annotated (the "Statute").
- Section 2. The principal office of GIRMA is located at 201 Pryor Street, Atlanta, Georgia 30303.
- Section 3. Other offices for the transaction of business may be established as the Board of Trustees (hereinafter referred to as the "Board") may determine.
- Section 4. These Bylaws are adopted pursuant to the Statute, the applicable rules and regulations of the Insurance Commissioner of the State of Georgia (hereinafter referred to as "Commissioner") and the intergovernmental contract creating GIRMA (the "Intergovernmental Contract").

ARTICLE II

ELIGIBILITY FOR AND RENEWAL OF MEMBERSHIP

- Section 1. Eligibility. In order to become a member of GIRMA, an entity must be a municipality as defined in Section 36-85-1 of the Official Code of Georgia Annotated, as amended from time to time, and must be a political subdivision of a state or an entity the income of which is excluded from gross income under the Internal Revenue Code. An entity that meets these criteria may become a member once it has taken all actions required by applicable law to join GIRMA and has been approved by GIRMA through its Administrator. Approved entities are called "Members" in these Bylaws. All Members agree

to the terms of the Intergovernmental Contract.

- Section 2. Members may voluntarily withdraw after completion of two full fiscal years of Membership by providing ninety (90) days advance written notice to the Administrator.
- Section 3. After the first two full fiscal years of Membership, Membership will continue unless either the Administrator or the Member provides the other with ninety (90) days advance written notice of its decision to withdraw or not to renew the contract.
- Section 3. See Article X for Involuntary Termination of a Membership mid-year.

ARTICLE III BOARD OF

TRUSTEES

- Section 1. General Powers. The affairs of GIRMA shall be governed by the Board of Trustees, which shall have such general powers as are conferred by Chapter 85 of Title 36 of the Official Code of Georgia Annotated. The Board shall have discretionary authority to adopt rules and regulations and to establish policies and procedures for the operation of GIRMA and to make and enter into contracts for such services as it deems necessary or expedient to include contracts with GMA providing for payment of reasonable institutional value fees.
- Section 2. Number and Qualifications. The business and property of GIRMA shall be supervised by a Board of Trustees, which shall consist of nine (9) Trustees. Each Trustee appointed and serving shall be at all times an elected or appointed official of a Member of GIRMA who is serving on the Board of Trustees of the Georgia Municipal Employees Benefit System established pursuant to Chapter 5 of Title 47 of the Official Code of Georgia Annotated. In addition to meeting these requirements, a Trustee must submit a completed application to the Commissioner. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis.
- Section 3. Election of Trustees, Term of Office. Trustees shall be individuals meeting the qualifications in Section 2 above who are elected by Members in accordance with Article XI of these Bylaws to serve a term as follows:

- Slots A, B and C shall be filled by individuals elected to serve a term expiring June 30, 2020;
- Slots D, E and F shall be filled by individuals elected to serve a term ending June 30, 2018;
- Slots G, H and I shall be filled by individuals elected to serve a term ending June 30, 2019.

A Trustee's term of office shall be six (6) years. Trustees shall be eligible to succeed themselves but shall not serve more than three (3) consecutive full terms. The time served by the Trustee for the remainder of a former Trustee's unexpired term shall not count toward the Trustee's term limits. All Trustees shall serve until their successors are duly elected and qualified.

Section 4. Vacancies. Any vacancy occurring on the Board shall be filled by appointment by the remaining Trustees. The Trustee appointed to fill the vacancy shall serve for the remainder of the unexpired term, when such position shall be filled by a vote of the Members. Any Trustee appointed to fill the vacancy shall submit an application to the Commissioner to serve as Trustee of this Board. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis with respect to this Board and that individual will not serve on this Board.

Section 5. Removal of Trustees. A Trustee who ceases to meet the qualification requirements in Article III Section 2 shall no longer be eligible to serve on the Board and in such event the Trustee's office shall be declared vacant. A Trustee may be removed by a majority vote of the remaining Trustees for: missing three (3) consecutive regular meetings of the Board; misfeasance, nonfeasance, or for otherwise failing to adequately perform his or her duties as a Trustee. The vote for removal shall be held at a regular or special meeting of the Board. The Trustee shall be provided with at least thirty (30) days written notice of such meeting, sent by certified U.S. Mail, return receipt requested. Said notice shall state the reasons for removal and the time and place of the meeting. Any vacancy created by removal shall be filled in accordance with Article III, Section 4.

Section 6. Compensation. Trustees shall not receive any salaries for their services, but the Board of Trustees may adopt a travel policy setting forth a per diem allowance or the actual expenses of attendance, if any, for attendance at regular or special meetings of the Board and attendance at Board training and educational events, including, but not limited to, those involving investment managers or other service providers.

ARTICLE IV POWERS

AND DUTIES

Section 1.

Administrator. Pursuant to a contract with the Board, the Georgia Municipal Association, Inc. shall serve as Administrator by providing the services the Trustees deem necessary to safeguard the assets of GIRMA and administer GIRMA. Such services shall include serving as attorney-in-fact and performing directly or contracting with outside entities to perform other types of administration for GIRMA, including claims administration, safety engineering and general administration. The Administrator's services shall include, but are not limited to:

- (a) Negotiating and managing contracts with outside agencies and consultants providing services directly to GIRMA;
- (b) Establishing and maintaining administrative and financial procedures for internal and external use consistent with the policies of the Board of Trustees;
- (c) In conjunction with the actuary appointed by the Board, establishing contribution rate methodologies for System Funds;
- (d) Billing for contributions and assessments in accordance with the terms of the Intergovernmental Contract, and in accordance with applicable law and the Board's funding policy;
- (e) Receiving, depositing, disbursing and accounting for all assets received and expended on behalf of GIRMA, and ensuring that all premiums or contributions received are timely remitted to the depository bank or banks;
- (f) Establishing the method for rating the risks of individual Members;
- (g) Providing risk management services including defense and settlement of claims
- (h) Receiving applications for membership from prospective new members to GIRMA and approving or denying such applications for membership in accordance with such rules or policies as are promulgated by the Board;
- (i) Keeping a register of the post office address, electronic mail address and/or facsimile number of the designated contact for each Member;
- (j) Fulfilling any obligations set forth in contractual documents with the Members as obligations of the Administrator;

- (k) In conjunction with the investment manager and the custodian appointed by the Board, assuring that provisions are made for the valuation of assets;
- (l) In conjunction with the investment consultant appointed by the Board and the custodian appointed by the Board, assuring that funds are invested and reinvested in accordance with Board policy and direction;
- (m) Preparing or causing to be prepared annual fiscal reports regarding the operation of GIRMA and all other reports as directed in writing or through official action by the Board of Trustees of the Fund;
- (n) Determining and prorating income from GMEBS investments to the appropriate GIRMA Fund;
- (o) Arranging for the payment of claims due under GIRMA;
- (p) Providing information about GIRMA and offering technical support to the designated contact of the Member as appropriate;
- (q) Providing the Commissioner a copy of the contract with the Administrator and any amendments to the contract to the extent required by law;
- (r) Maintaining a fidelity bond and errors and omissions coverage or other appropriate liability insurance as required by applicable law and Commissioner regulations, and filing evidence of such coverage with the Commissioner to the extent required by law;
- (s) Receiving, reviewing and processing all correspondence submitted to GIRMA;
- (t) Assuring that all GIRMA files and records are maintained and available at all times to the Board;
- (u) Preparing and submitting all documents required to be filed with the Commissioner in accordance with applicable regulations;
- (v) Supporting legal compliance of GIRMA, and where appropriate, notifying the Board of actions taken or recommended in order to maintain compliance;
- (w) Preparing and submitting to the Board, prior to the beginning of each fiscal year, a proposed budget for GIRMA for that fiscal year for review, revision and approval by the Board; and
- (x) Providing such other administrative assistance as may be requested in writing or through official action of the Board and approved by the Administrator.

Section 2.

Board of Trustees. In addition to its general powers set forth in Article III, the Board of Trustees has the following specific powers and duties:

- (a) To provide general oversight of the operation of GIRMA and its business activities in accordance with these Bylaws, applicable federal and state statutes, and applicable governmental regulations;
- (b) To incur debts, liabilities and obligations;
- (c) To acquire, hold, encumber or dispose of real and personal property;
- (d) To sue or be sued in the name of the GIRMA, and take all measures necessary or desirable in the prosecution or defense of claims;
- (e) To establish and arrange for the administration of such group self-insurance funds as the Board deems advisable;
- (f) To pay authorized losses on behalf of GIRMA Members participating in a fund or funds ;
- (g) To employ legal counsel, accountants and such other professional services as it from time to time shall deem necessary;
- (h) To appoint an investment consultant, actuary, custodian and auditor for GIRMA on an annual basis, and to appoint investment managers as needed;
- (i) To establish an excess loss funding program as the Board deems necessary to protect the interest of the Members and GIRMA;
- (j) To contract for reinsurance with the advice of the Administrator;
- (k) To adopt rules and general policies necessary or appropriate for the efficient operation of GIRMA, which shall be followed by all committees, officers, agents and independent contractors providing services for GIRMA;
- (l) To enter into contracts for services provided directly to GIRMA by entities other than the Administrator;
- (m) To enter into contracts with Georgia Municipal Association, Inc. for serving as Administrator, and for licensing and other services, which may include providing for payment of reasonable institutional value fees;
- (n) To adopt underwriting guidelines that describe the requirements for admission and continued participation of Members;

- (o) To approve proper accounting and reporting procedures so that the Members shall be apprised of the nature of the claims arising within their jurisdiction, the manner in which these claims are being processed, and the impact of the claims upon GIRMA;
- (p) To take all necessary precautions to safeguard the assets of GIRMA, including but not limited to the following:
 - (1) Adopting an annual budget for each fiscal year of GIRMA.
 - (2) Retaining control of all monies collected or disbursed for GIRMA; all funds of any type shall remain in the custody of the Trustees or the custodian appointed by the Board.
 - (3) Having the accounts and records of the GIRMA audited annually or at any time which may be required for any governmental agency to implement any uniform accounting system, and making copies of each year's audits available during that year to each Member, and, to the extent required by law, to the Commissioner;
 - (4) Abiding by all applicable federal and state statutes and administrative regulations.
- (q) To expend GIRMA assets for the purpose of purchasing fiduciary liability and general insurance deemed appropriate by the Trustees;
- (r) To approve dividends. That portion of premium contributions not needed for payment of claims, administrative expenses and/or appropriate reserves may be returned to the Members of GIRMA from time to time, in such amounts and proportions as the Board, in its discretion, may determine is proper, in accordance with applicable law and Commissioner regulations. No surplus accumulations may be returned if such payment will impair the capital stability and/or security of GIRMA. Any participant who withdraws and/or is not in good standing at the time of such distribution may be barred from receiving any portion of the distribution or may be subject to such restrictions as the Board, in its discretion, may impose.
- (s) To establish the method for collection of any assessments of Members, which become necessary to meet any financial deficiency of GIRMA or of any fund;
- (t) To approve revisions to the Intergovernmental Agreement when appropriate or necessary and submit the revisions to the

Membership for approval at a regular or special meeting of the Membership;

- (u) To establish a group self-insurance fund or funds comprised of public monies from contributions of Members in order to pool and jointly self-insure the risks of general liability, motor vehicle liability, property damage, or any combination of such risks.
- (v) To establish a schedule of Member contributions which shall annually produce a sum of money necessary to pay the administrative expenses of GIRMA, to create adequate loss reserves for each fund and to meet any capital or surplus requirements. Each Member's contribution shall be determined in accordance with the method established by the Board; and
- (w) To perform any other function incident to their office and in keeping with applicable Georgia laws and the regulations of the Commissioner.

ARTICLE V

MEETINGS OF THE BOARD OF TRUSTEES

- Section 1. Regular Meetings. Regular meetings of the Board shall be held at least two (2) times per year.
- Section 2. Special Meetings. Special meetings of the Board may be called by the Chairperson and, in his or her absence, by the Vice Chairperson, or upon the request of one-third of the members of the Board. The person or persons authorized to call special meetings of the Board may choose any place and date for the holding of the special meeting called. By unanimous consent of the Trustees, special meetings of the Board may be held without notice at any time and place.
- Section 3. Place of Meetings. All in-person meetings shall be held in the State of Georgia. All references to the "place" of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting.
- Section 4. Notices. Notice of any regular or special meeting of the Board of Trustees shall be given at least ten (10) days prior to such meeting by written notice sent by mail, facsimile or electronic mail to each Trustee at the Trustee's address as shown by the records of the Board. The notice shall state the time, date, and place of the

meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail in a sealed envelope properly addressed, with postage thereon prepaid. Notice given by electronic means, either facsimile or electronic mail, shall be deemed to be delivered when sent. Any Trustee may waive notice of any meeting. The attendance of any Trustee at any meeting shall constitute a waiver of notice of such meeting, except when a Trustee attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called or convened. The notice of a special meeting shall state the purpose of the meeting. Business to be transacted at a regular meeting need not be specified in the notice or waiver of notice of such meeting, unless specifically required by statute or these Bylaws.

- Section 5. Quorum. A majority of Trustees then in office and present shall constitute a quorum for the transaction of business at any meeting of the Board; but if less than a majority of the Trustees are present at said meeting, a majority of the Trustees present may adjourn the meeting from time to time without further notice. Trustees may participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Trustees participating may simultaneously hear each other during the meeting. All references to the “place” of a meeting include a virtual place accessed via telecommunications or electronically, and notice of the location of such a virtual place shall include instructions for accessing the meeting. Trustees may vote by proxy for the designating Trustee. Presence by proxy shall be counted for purposes of attendance, quorum and voting.
- Section 6. Manner of Acting. The act of a majority of Trustees present in person, electronically, via telecommunications or by proxy at a meeting at which a quorum is present shall be the act of the Board of Trustees, unless the act of a greater number is required by statute, regulation, or the Bylaws.
- Section 7. Proxies. At any meeting of the Board of Trustees at which a quorum is present, a Trustee entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Trustee or by his or her duly appointed attorney in fact. Presence by proxy shall be counted for purposes of attendance, quorum and voting.

ARTICLE VI

OFFICERS

- Section 1. Officers. The officers of the Board of Trustees shall consist of a Chairperson, Vice Chairperson and Secretary-Treasurer.
- Section 2. Election and Term of Office. At each regular meeting of the Board immediately following July 1, the Board of Trustees shall elect a Chairperson and Vice Chairperson. The Chairperson and Vice Chairperson of the Board may be the elected or appointed officials of a GIRMA Member elected to serve as the Chairperson and Vice Chairperson of the Board of Trustees of the Georgia Municipal Employees Benefit System. A new officer must submit a completed application to the Commissioner. If the Commissioner objects to the appointment, the appointment will be invalidated on a prospective basis and a replacement officer may be elected by a majority of the Trustees of the Board of GIRMA. The replacement officer also must submit a completed application to the Commissioner. An election of the Chairperson or Vice Chairperson shall require the affirmative vote of a majority of the members of the Board. A Trustee may not serve more than two (2) consecutive one-year terms as Chairperson or more than two (2) consecutive one-year terms as Vice Chairperson. The Secretary-Treasurer shall be the Executive Director of the Georgia Municipal Association.
- Section 3. Removal and Resignation. The Chairperson or Vice Chairperson, or both, may be removed by the Board of Trustees whenever in its judgment the best interests of the Board would be served thereby. Resignation of the Chairperson or Vice Chairperson shall be accomplished in writing and shall become effective upon its acceptance by the Chairperson or acting Chairperson at the next regular meeting of the Board.
- Section 4. Vacancies. A vacancy in the office of Chairperson or Vice Chairperson because of death, resignation, removal, disqualification, or otherwise, may be filled for the unexpired portion of the term of office by majority vote of the remaining members the Board of Trustees.
- Section 5. Chairperson. The Chairperson shall be the principal executive officer of the Board and shall in general supervise and control all of the business and affairs of the Board. The Chairperson shall: preside at all meetings of the Membership and the Board of Trustees; call the annual meeting of the GIRMA Membership; call regular and special meetings of the Board of Trustees; appoint an

executive committee and special committees of the Board; serve as an ex-officio member of special committees; and serve as chairperson of the executive committee; and perform such other duties as may be prescribed from time to time by the Board of Trustees or as are consistent with the duties of the office of Chairperson.

Section 6. Vice Chairperson. The Vice Chairperson shall: assist and aid the Chairperson whenever required in carrying out the duties of the Chairperson; preside at all meetings of the Membership of GIRMA and of the Board of Trustees in the absence of the Chairperson; be authorized to act on behalf of the Chairperson in the event of the Chairperson's incapacity or other failure to serve; and perform such other duties as may be assigned by the Chairperson or Board of Trustees from time to time.

Section 7. Secretary-Treasurer. The offices of Secretary and Treasurer shall be combined. The Secretary-Treasurer is delegated the authority to perform, and is responsible to the Board for performing, the following duties either directly or through his or her designee:

- (a) Notifying Members of the time, date and place of annual Membership meetings and soliciting proxies for those unable to attend such meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;;
- (b) Notifying Trustees of Board meetings and soliciting proxies for those unable to attend meetings, and seeing that all other meeting notices required by these Bylaws or applicable law are duly provided;
- (c) Keeping a register of the post office address, electronic mail address and/or facsimile number of each member of the Board of Trustees which shall be furnished to the Secretary-Treasurer by such Trustee.
- (d) Performing all the duties consistent with the office of Secretary-Treasurer and such other duties as from time to time may be assigned to him or her by the Chairperson or the Board of Trustees.
- (e) Executing contracts with service providers performing services directly to the Fund (except for contracts with Georgia Municipal Association, Inc.) after such service providers have been approved by the Board;

- (f) Signing all checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of GIRMA, except as otherwise stated by resolution of the Board of Trustees.

ARTICLE VII BOARD

COMMITTEES

- Section 1. Executive Committee. The executive committee shall be comprised of five Trustees, which shall include the Chairperson, Vice-Chairperson, immediate past chairperson and two Trustees appointed by the Chairperson. The Chairperson shall act as the chairperson of the Executive Committee. The Executive Committee shall recommend policies, program operating budgets and act on behalf of the Board in between Board meetings. The Executive Committee shall also nominate qualified individuals for election to the GIRMA Board of Trustees.
- Section 2. Special Committee. The authority of a special committee is limited to the charge given the committee by the Chairperson when establishing such committee; however, the designation of such committee and the delegation of authority thereto shall not operate to relieve the Board of Trustees, or any individual Trustee, of any responsibility imposed upon it or upon the Trustee by law. Each special committee appointed shall be deemed to have concluded its work upon reporting back to the Board.
- Section 3. Governance. The Notice, Quorum, Manner of Acting, and Proxies sections under Article V "Meetings of the Board of Trustees" shall apply to meetings of Board Committees, except that all references to Trustees in those sections shall be replaced with "Committee Members" and all references to the Board of Trustees shall be replaced with "Board Committee."

ARTICLE VIII

FISCAL YEAR

- Section 1. GIRMA shall operate on a fiscal year from 12:01 a.m. January 1 to 12:01 a.m. January 1 of each succeeding year. Each fiscal year shall be maintained separately for accounting purposes.

ARTICLE IX

MEETINGS OF THE MEMBERSHIP

- Section 1. Annual Meetings. An annual, in-person meeting of the Members shall be held at a time, date and place designated by the Board of Trustees, for the purpose of electing Members to the Board of Trustees, delivering of a statement of the general financial condition of GIRMA and for the transaction of such other business as may come before the meeting. If the election of Trustees shall not be held as designated herein at the annual meeting, or at any adjournment thereof, the Board of Trustees shall cause the election to be held at a special meeting of the members as soon thereafter as is reasonably convenient or by written ballot within a reasonable time thereafter. An oral report on the general financial condition of GIRMA shall be given to Members at each annual meeting. At the same meeting, a written copy of this report shall be made available to Members by the Board chairperson or his or her designee.
- Section 2. Special Meetings. Special, in-person meetings of the Members may be called by the chairperson of the Board of Trustees or by not less than one-fourth (1/4) of the Membership.
- Section 3. Place of Meeting. The Board of Trustees may designate any place within the State of Georgia as the place of meeting for any meeting called by the Board of Trustees.
- Section 4. Notice. Written notice stating the place, date and hour of any meeting of the Membership shall be delivered by mail, electronic mail or facsimile, to each Member entitled to vote at such meeting, not less than ten (10) and no more than ninety (90) days before the date of such meeting, by or at the direction of the Chairperson, or the Secretary-Treasurer, or the officers or persons calling the meeting. In the case of a special meeting or when required by statute or by these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at its address as it appears on the records of GIRMA, with postage thereon prepaid. If notice is given electronically, either by electronic mail or facsimile, such notice shall be deemed to be delivered when sent to the electronic address for the Member as shown by the records of the Board.
- Section 5. Voting. Each Member shall be entitled to one (1) vote on each matter that the Board of Trustees submits to a vote of the

Members. The vote of each Member shall be cast by its designated representative. There is no quorum requirement. Rather, a majority vote of those Members voting in person or by proxy at a meeting shall be required for action on any matter submitted to the Membership. However, except in the case of the election of Trustees, no formal action will be taken based upon any Membership vote without the consent of the Board of Trustees. The Board of Trustees may in its discretion conduct a Membership vote by mail ballot. In such case the mail ballot shall be deemed to be delivered when it is mailed or sent via facsimile or electronic mail in the manner required for provision of meeting notices under Section 4 above. The Board of Trustees shall afford a reasonable period of time for return of mail ballots by Members. There is no quorum requirement. Rather, a majority vote of those Members voting shall be required for action on any matter submitted to the Membership by mail ballot.

Section 6. Proxies. At any meeting of the Members, a Member entitled to vote may vote by proxy executed in writing (which writing may be electronic) by the Member or by its duly authorized representative.

ARTICLE X

INVOLUNTARY TERMINATION OF A MEMBERSHIP

Section 1. Reasons. A Member may be involuntarily terminated as a Member of GIRMA in the middle of the year, and not as a result of GIRMA's non-renewal, for:

- (a) Failure to timely pay its contribution, assessment, or otherwise to discharge its financial obligations to GIRMA when due;
- (b) Failure to timely report to the Administrator, or its designee accidents or other incidents which might involve indemnifications from GIRMA or from a fund established by GIRMA;
- (c) Failure to comply with the loss control and written management recommendations of GIRMA or GIRMA's representatives or agents;
- (d) Failure to comply with any requirements contained within a coverage description of a fund in which the Member participates;
- (e) Excessive losses; or

- (f) Failure to comply with the law, rules and regulations of the Georgia Insurance Commissioner, or the Intergovernmental Contract establishing GIRMA or these Bylaws.

Section 2. Method. Termination for failure to pay a contribution or assessment when due, or for failure to otherwise discharge its obligations to a fund or to GIRMA when due shall be accomplished by written notice stating the time the termination will be effective, not less than fifteen (15) days from the date of notice, to be delivered in person or by depositing such notice in the U.S. Mail by at least first class mail to the last address of record of the Member, and receiving the receipt provided by the United States Postal Service for such deposit. Such notice may or may not be accompanied by a tender of the unearned premium paid by the Member, calculated on a pro rata basis. If such tender is not made simultaneously with such notice, it shall be made within fifteen (15) days of notice of termination, unless an audit or rate investigation is required, in which case such tender shall be made as soon as practicable.

Involuntary termination for any other cause shall require forty-five (45) days advance written notice.

The Commissioner of Insurance of the State of Georgia shall be furnished a copy of any termination notice forwarded to a Member.

Section 3. Data. GIRMA will provide any terminated Member the data reasonably necessary for transition to a replacement insurer.

Section 4. Reinstatement. Reinstatement shall be upon such terms as the Board may impose.

ARTICLE XI

TERMINATION OF GIRMA OR GIRMA FUNDS

Section 1. GIRMA shall cease its activities upon affirmative vote of not less than two thirds (2/3) of the Board requiring such cessation, with advance approval of the Commissioner if required by law.. The Board may also terminate the existence of any fund or funds it has established by a majority vote of the Board, with advance approval of the Commissioner if required by law. To the extent of money remaining in a terminated fund, however, GIRMA shall continue to pay Members' claims and losses incurred prior to the date of a Fund's termination until the money in the terminated fund is exhausted. In the event that revenues remain in a terminated fund

after payment of all claims, losses and other expenses, the Board may determine the method for calculating refunds to those Members who were Members at the time the fund ceased its activities. The Board shall determine the method that shall be used for the sale and distribution of proceeds in the event that there should be any property, real or personal, belonging to GIRMA at its termination. In the event of GIRMA's termination, the Board shall continue to meet for such period of time and with such frequency as may be necessary to wind down the affairs of GIRMA. The Board shall be authorized to sell, transfer or otherwise assign the processing and payment of claims to a third party in the event of termination of GIRMA or in the event of termination of a fund.

- Section 2. The Commissioner may terminate GIRMA or any of its Funds only in accordance with applicable law, and subject to GIRMA's rights under applicable law.

ARTICLE XII

WAIVER OF NOTICE

- Section 1. Whenever any notice is required to be given under the provisions of these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XIII

AMENDMENTS

- Section 1. The Board of Trustees shall have power to make, amend and to repeal the Bylaws by an affirmative two-thirds majority vote of the Board of Trustees at any regular or special meeting of the Board.
- Section 2. Any amendment to the Intergovernmental Contract must be approved by a majority of the Members voting at a meeting of the Membership.

ARTICLE XIV

PARLIAMENTARY AUTHORITY

- Section 1. To govern processes and relationships within the organization in

cases not provided for in statute or Bylaws, the current edition of Robert's Rules of Order shall be used. However, by resolution, the Board may determine to follow instead any set of Rules of Order determined by the Administrator's General Counsel or by the Board's separate legal counsel to be appropriate.



GMA - GIRMA Firefighters' Cancer Benefit Program Proposal for Coverage

Effective Date: January 1, 2018

Anniversary Date: January 1

City Name: City of Gainesville

City FCC ID Number: 0000098

Insurer: Hartford Life and Accident Insurance Company

There are two coverage components required by House Bill 146 (2017) effective January 1, 2018:

- 1) Lump Sum Cancer Benefit
- 2) Long-Term Disability (Income Replacement)

The GMA-GIRMA Lump Sum Cancer Benefit and Long-Term Disability (Income Replacement) coverage components are designed to comply with House Bill 146 when purchased together. However, a city is permitted to purchase only one component if desired.

Estimated annual premiums are based on the Eligible Firefighter census data provided by the city. Premiums for Long-Term Disability (Income Replacement) differ based on whether a firefighter is employed or is a volunteer. While the premiums below are estimated annual amounts, the city will be billed on a quarterly basis in an amount that reflects the city's updates to the census.

Component 1: Lump Sum Cancer Benefit – All Firefighters		
Maximum Benefit each diagnosis:	\$6,250 (less severe forms of cancer)	
	\$25,000 (severe forms of cancer)	
Lifetime Benefit per firefighter:	\$50,000	
Lump Sum Cancer Benefit Only - Estimated Annual Premium for All Firefighters:		\$12,793
Component 2: Long-Term Disability (Income Replacement)		
Employed Firefighters		
Monthly benefit:	60% of pre-disability firefighter earnings	
Maximum monthly benefit per firefighter:	\$5,000	
Estimated Annual Premium for Employed Firefighters:		\$7,544
Volunteer Firefighters		
Monthly Benefit per firefighter:	\$1,500	
Estimated Annual Premium for Volunteer Firefighters:		\$0
Long-Term Disability Only (Income Replacement) – Estimated Annual Premium for All Firefighters:		\$7,544
Estimated Annual Premium for Components 1 & 2: Lump Sum Cancer Benefit + Long Term Disability (Income Replacement):		\$20,337

This proposal is valid for 30 days after proposal is issued or until the effective date, whichever is later.
This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

10/19/2017



DESCRIPTION OF COVERAGE PROVIDED THROUGH GMA

All legally organized fire departments in Georgia are required by House Bill 146 (2016-2017) to provide certain cancer benefits to their firefighters effective January 1, 2018. GMA has developed a solution for Georgia cities that need this coverage, providing financial protection to firefighters and their families in the event they contract cancer.

INSURER: The Hartford Life and Accident Insurance Company
COVERAGES PROVIDED: Lump Sum Cancer & Long Term Disability (Income Replacement)
MASTER POLICYHOLDER: GMA – Georgia Interlocal Risk Management Agency
ADMINISTRATOR: Georgia Municipal Association

Who is eligible? An “Eligible Firefighter” is a recruit or a trained individual who is a full-time employee, part-time employee, or volunteer for a legally organized fire department as defined by O.C.G.A. § 25-4-2 after having served 12 consecutive months for such fire department.

CLASS DESCRIPTIONS: Class 1 - Volunteer Firefighters; Class 2 – Employee Firefighters

Lump Sum Cancer Benefit: **Full-time/Part-time Employees and Volunteers**
Maximum Limit each diagnosis: \$6,250 (less severe forms of cancer as noted in HB 146);
\$25,000 (severe forms of cancer as noted in HB 146)
Lifetime Benefit per Firefighter: \$50,000
Continuation Rights: Yes (Enroll within 31 days of termination of eligibility)

Long-Term Disability (Income Replacement)

Elimination Period: 180 Days
Benefit Duration: 3 Years or until released to work as firefighter
Return to Work Incentive: Included
Integration Method: Direct with Family Social Security Offset
Pre-Existing Condition Limit: 3 months lookback
Survivor Income Benefit: 3 times last monthly Benefit
Continuation Rights: Yes (Enroll within 31 days of termination of eligibility)

Benefits:

Volunteer: \$1,500 Monthly Benefit
Full-time/Part-time Employee: 60% of pre-disability earnings as firefighter for Participating Employer
Minimum Monthly Benefit: \$100
Maximum Monthly Benefit: \$5,000

The disability benefits will be reduced by any other income benefits other than those purchased solely by the firefighter as noted by House Bill 146 (2016-2017).

This overview is not a part of the policy(ies) and does not provide or explain all provisions of the policy(ies).

Questions about this program? Call Willis Towers Watson representatives Lindsey Albright (404.224.5044) or Meghan Murray (404.302.3898) or Stan Deese at GMA (678.686.6221).

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/6/2017

Presenter: Nick Swafford

Item of Business: Resolution: Intergovernmental Agreement between Gwinnett County, Gwinnett County Water and Sewerage Authority, Hall County, City of Gainesville, and Edge City Properties, Inc.

Meeting Date: 11/16/2017

Purpose of Request:

Obtain approval and appropriate signatures for attached IGA to allow the Gwinnett County Water and Sewerage Authority to serve water to a parcel located within City of Gainesville's water service district.

History/Background:

Surrounding water service providers must obtain permission from the City of Gainesville in order to serve a property or properties that are located within Gainesville's water service district.

Facts & Issues for Consideration:

Due to the unique conditions of the properties, Gwinnett County is able to serve the project with sanitary sewer, and has requested to also serve the project with domestic water service.

Department Recommendation:

Authorize staff by resolution to proceed with execution of the IGA.

Department Director:

Linda MacGregor

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
☐ Gainesville/Gwinnett/Hall IGA-Edge Properties	Resolution
☐ Intergovernmental Agreement	Contract/Agreement/MOU

RESOLUTION BR-2017 - ____

INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY, GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, HALL COUNTY, CITY OF GAINESVILLE, AND EDGE CITY PROPERTIES, INC.

WHEREAS, the City of Gainesville owns and operates a water distribution system; and

WHEREAS, the land at 3216 and 3276 Friendship Road is partially located within unincorporated Hall County and partially located within unincorporated Gwinnett County and has been submitted for a proposed single-family, residential development; and

WHEREAS, said properties located within Hall County are currently located within the City of Gainesville water service district; and

WHEREAS, the property owner's representative has requested the City agree to allow Gwinnett County Water and Sewerage Authority to serve the properties with domestic water service; and

WHEREAS, the property owner's representative has prepared an Intergovernmental Agreement (IGA) stating the City of Gainesville consents to Gwinnett County providing water service and requires execution by the City of Gainesville Mayor; and

WHEREAS, Department of Water Resources (DWR) staff has reviewed said agreement and concurs with the reasonable nature of the request.

NOW, THEREFORE, BE IT RESOLVED THAT the governing body for the City of Gainesville has reviewed and hereby authorizes execution of said intergovernmental agreement.

BE IT FURTHER RESOLVED THAT the Mayor, City Manager and/or City Attorney are authorized to sign any and all documents that may be necessary to complete this agreement.

Adopted this ____ day of _____, 2017.

C. Danny Dunagan, Jr., Mayor

This is to certify that I am City Clerk of the City of Gainesville. As such, I keep its official records, including its minutes. In that capacity, my signature below certifies this resolution was adopted as stated and will be recorded in the official minutes.

ATTEST:

Denise O. Jordan, City Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN GWINNETT COUNTY,
GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, HALL COUNTY,
CITY OF GAINESVILLE, AND EDGE CITY PROPERTIES, INC.**

THIS INTERGOVERNMENTAL AGREEMENT, (the "Agreement") is made this ____ day of November 2017 by and between GWINNETT COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, "Gwinnett County"), the GWINNETT COUNTY WATER AND SEWERAGE AUTHORITY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, the "WSA"), HALL COUNTY, a body corporate and politic and a political subdivision of the State of Georgia (hereinafter, "Hall County"), the CITY OF GAINESVILLE, a municipal corporation chartered under the laws of the State of Georgia (hereinafter, "Gainesville"), and EDGE CITY PROPERTIES, INC., a Georgia corporation duly qualified and authorized to conduct business in the State of Georgia (hereinafter, "Edge City").

RECITALS

WHEREAS, Edge City owns certain real property located at Friendship Road, which property is more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, (hereinafter, the "Property"); and

WHEREAS, the Property is located on 74.107 acres partially in unincorporated Hall County and partially in unincorporated Gwinnett County; and

WHEREAS, Edge City proposes to develop the Property into approximately two hundred and thirty three (233) separate lots (collectively, the "Lots") and to construct single-family detached residential units and related amenities (collectively, the "Improvements") thereon (hereinafter referred to in its entirety as the "Project"); and

WHEREAS, the Project is more particularly described in a detailed site plan, including, without limitation, engineer's and architect's drawings and that certain concept plan prepared by Precision Planning dated June 22, 2017, (hereinafter referred to as the "Plan"), a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, pursuant to the Plan, approximately 217 of the Lots and related Improvements will be located on 63.287 acres in the unincorporated portion of Hall County and sixteen (16) of the Lots and related Improvements will be located on 10.82 acres in the unincorporated portion of Gwinnett County; and

WHEREAS, pursuant to the provisions of Article IX, Section II, Paragraph III of the Constitution of the State of Georgia of 1983, as amended, and the general, special and local laws of the State of Georgia, Hall County, Gainesville, the WSA and Gwinnett County, by and through their respective government authorities, are each authorized to enter into agreements with each other and with private persons for the provision of certain public services outside their jurisdictional limits; and

WHEREAS, in order to ensure the orderly, economical and logical provision of certain public services to the residents and owners of the Project, the parties hereto desire to enter into this Agreement to resolve any potential governmental conflicts between Hall County and Gwinnett County concerning building permits and final certificates of occupancy, and to provide for water service, sewer service, stormwater service, utility service, emergency services, law enforcement, fire protection and other similar services to the entire Project,

NOW THEREFORE, in consideration of the sum of Ten and No/100ths Dollars (\$10.00), the foregoing recitals and the representations, warranties, covenants and agreements set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

TERMS AND CONDITIONS

1. Recitals

The above Recitals are true, correct and form a material part of this Agreement.

2. Inspecting and Permitting

(a) As shown in the Plan, all streets for that portion of the Project located in Gwinnett County shall be constructed to Gwinnett County specifications, and all streets for that portion of the Project located in Hall County shall be constructed to Hall County specifications. At the time the separate final plat for the Lots on the Property in Hall County is approved and the separate final plat for the Lots on the Property in Gwinnett County is approved, all such streets for the Project located in Hall County will be dedicated to Hall County, and all such streets for the Project located in Gwinnett County will be dedicated to Gwinnett County.

(b) The parties hereto agree that Hall County shall have exclusive jurisdiction for approving, inspecting and permitting that portion of the Project located within Hall County, but excluding water and sewer as provided in Section 3 hereof, pursuant to the ordinances and regulations of Gwinnett County. The parties hereto further agree that, except as provided in Section 3 hereof, Hall County shall have exclusive jurisdiction for approving, inspecting and permitting that portion of the Project located within Hall County pursuant to the ordinances and regulations of Hall County. The parties hereto further agree that the portion of the Project located within Gwinnett County shall retain and be developed in accordance with its appropriate zoning classification, and the portion of the Project located within Hall County, shall retain and be developed in accordance with its appropriate zoning classification. Gwinnett County shall be responsible for all inspections of that portion of the Project located within Gwinnett County, and for all inspections to be conducted prior to the issuance of a final certificate of occupancy ("C.O.") for all of the Improvements located on that portion of the Property located within Gwinnett County, all in accordance with applicable Gwinnett County laws, ordinances and regulations. Hall County shall be responsible for all inspections of that portion of the Project located within Hall County, and for all inspections to be conducted prior

to the issuance of a final C.O. for all of the Improvements located on that portion of the Property located within Hall County, all in accordance with applicable Hall County laws, ordinances and regulations. Gwinnett County shall have sole and final authority to issue a final C.O. for the Improvements located within Gwinnett County, and Hall County shall have sole and final authority to issue a final C.O. for the Improvements located within Hall County. Gwinnett County will collect all fees applicable to all such permitting and inspections for that portion of the Property located within Gwinnett County, and except as provided in Section 3 hereof, Hall County will collect all fees applicable to all such permitting and inspections for that portion of the Property located within Hall County.

3. Water, Sewer and Stormwater Services

(a) Water and sewer facilities for the entire Project will be constructed to Gwinnett County standards, and the WSA shall own the water and sewer service facilities, easements for said facilities and appurtenances. Gwinnett County shall operate, maintain, inspect and repair all water and sewer service facilities, easements and appurtenances. Gwinnett County shall issue all water and sewer permits upon submission of approved plans for all Lots in the Project, and Gwinnett County or its designee will receive the applications for such services for such Lots, collect in all instances the then-current connection fees, water system development charges and sewer system development charges for each connection that is made to Gwinnett County's water system and sewer system. Gwinnett County shall bill the owners of the Lots for water and sewer usage at the Project in accordance with Gwinnett County's standard practices, procedures, and rate resolutions regardless of whether such Lots are located in Gwinnett County or Hall County. Neither Hall County nor any agent thereof, other than Gwinnett County or its designee, shall impose any service fees, entitlement fees, impact fees, system development charges, tap fees or other fees on Edge City or any subsequent owner of the Project or the Lots or Improvements located thereon for water or sewer service within the Project.

(b) Edge City shall upsize the Old Thompson Mill Pump Station from 250 gallons per minute (GPM) to 450 GPM in accordance with the Gwinnett County pump station standards currently in effect in order to accommodate the additional sewer capacity from the Project.

(c) Stormwater sewer services for that portion of the Project located in Gwinnett County will be constructed to Gwinnett County standards and shall be inspected, serviced and maintained by Gwinnett County, and stormwater sewer services for that portion of the Project located in Hall County will be constructed to Hall County standards and shall be inspected, serviced and maintained by either Hall County or the homeowner's association. Gwinnett County will issue all stormwater sewer permits for Lots located in Gwinnett County upon submission of approved plans, and Hall County will issue all stormwater sewer permits for Lots located in Hall County upon submission of approved plans. Neither Hall County nor any agent thereof, other than Gwinnett County or its designee, shall impose any service fees, entitlement fees, impact fees or other fees on Edge City or any subsequent owner of the Project or the Lots or Improvements located thereon for stormwater sewer service within Gwinnett County, and neither Gwinnett County nor any agent thereof, other than Hall County or its designee, shall impose any service fees, entitlement fees, impact fees or other fees on

Edge City or any subsequent owner of the Project or the Lots or Improvements located thereon for stormwater sewer service within Hall County.

4. Emergency and Other Services

- (a) Gwinnett County shall provide all emergency, law enforcement, fire protection, sanitation and other similar services to that portion of the Project located in Gwinnett County.
- (b) Hall County shall provide all emergency, law enforcement, fire protection, sanitation and other similar services to that portion of the Project located in Hall County; provided, however, that Hall County hereby grants to Gwinnett County the rights, of access over and upon, and use of, all roads and intersections located within Hall County that are necessary to allow Gwinnett County vehicles and personnel providing such emergency, law enforcement, fire protection, sanitation and other similar services to have access to the portion of the Project located in Gwinnett County.

5. Term and Termination

The term of this Agreement shall begin on December 1, 2017 and shall extend thereafter for a period of fifty (50) years.

6. Waiver by Gainesville for Water Service

Gainesville hereby consents to Gwinnett County providing water service for the entire Project. Neither Gainesville nor any agent thereof, other than Gwinnett County or its designee, shall impose any service fees, entitlement fees, impact fees, system development charges, tap fees or other fees on Edge City or any subsequent owner of the Project or the Lots or Improvements located thereon for water service within the Project.

7. Miscellaneous

- (a) Signs shall be posted at the county boundary line, along the curb. The signs shall read "Entering Gwinnett County" on one side and "Entering Hall County" on the other side.
- (b) This Agreement and the covenants of the parties set forth herein are intended to run with the land and, subject to Section 12 hereof, shall be binding upon each of the parties hereto and any subsequent owner of the Project. This Agreement shall be recorded in the real property records of Hall County and Gwinnett County.
- (c) Edge City hereby agrees to all provisions of this Agreement, and waives any claim that Edge City may have that any of the provisions set forth herein are unlawful, invalid or beyond the scope of Gwinnett County's or Hall County's lawful power to undertake.
- (d) This Agreement shall not be binding upon the parties hereto and may not be recorded until formal approval is granted by the appropriate authorities in each of Gwinnett County, the WSA, Hall County and Gainesville.

(e) By its execution hereof, each of the parties hereto represents and warrants to the other parties hereto that:

- i. all necessary actions and approvals have been taken or obtained, as the case may be, to authorize, approve and perform this Agreement;
- ii. upon such execution, this Agreement shall be binding on such party, enforceable against such party in accordance with its terms, except (in the case of Edge City) as such enforceability may be limited by general principles of bankruptcy and insolvency and similar laws relating to creditors' rights generally;
- iii. there is no claim, litigation, proceeding or governmental investigation pending or, so far as is known to such party, threatened, against or relating to such party or the transactions contemplated by this Agreement which does or would reasonably be expected to affect materially and adversely the ability of such party to enter into this Agreement and to carry out its obligations as set forth in this Agreement; and
- iv. any and all approvals required to be obtained by such party in connection with the execution, delivery and performance of this Agreement have been obtained.

8. Remedies

(a) In the event of a breach or attempted or threatened breach of the provisions of this instrument, the parties agree that the remedy at law available to enforce this instrument would in all likelihood be inadequate, and therefore, the provisions of this instrument may be enforced by a mandatory or prohibitory injunction or decree of specific performance upon the application of the party which is enforcing the provision.

(b) The remedies herein are in addition to and not in lieu of any other remedies available under applicable law.

9. Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations, and undertakings, whether written or oral, and there are no inducements, representations, warranties or understandings that do not appear within the terms and provisions of this Agreement.

10. Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be

illegal or unenforceable, the remaining provisions shall remain in full force and effect as if the illegal or unenforceable provision had never been contained in this Agreement.

11. Successors and Assigns

The provisions of this Agreement shall be deemed and held to be easements, covenants and restrictions appurtenant to and running with the land, and shall bind and inure to the benefit of the parties and their successors, successors-in-title and assigns.

12. Evidence

The Parties agree that if Gwinnett or the WSA is sued in subsequent litigation concerning the Project(s), and the facilities and appurtenances, the Agreement may be introduced into evidence.

13. Attorneys' Fees

Each party shall bear its own costs, expenses and claims to attorneys' fees incurred or arising out of the Agreement or the Projects.

14. Controlling Law, Venue

This Agreement was made and shall be performed in Gwinnett County, Georgia, and shall be construed and interpreted under the laws of the State of Georgia. Venue to enforce this Agreement for any water and sewer related dispute of the property regardless of location or for all other disputes involving property located within Gwinnett County shall be solely in the Superior Court of Gwinnett County, Georgia, and all defenses to venue are waived. Venue to enforce this agreement for all other disputes involving property located within Hall County will be in the Superior Court of Hall County, Georgia, and all defenses to venue are waived.

15. Further Assurances

The Parties will sign any additional papers, documents and other assurances, and take all acts that are reasonably necessary to carry out the intent of this Agreement.

16. Construction

This Agreement has been jointly negotiated and drafted. This Agreement shall be construed as a whole according to its fair meaning. The language of this Agreement shall not be constructed for or against either party.

17. Legal Advice

In entering into this Agreement, the Parties acknowledge that their legal rights are affected by this Agreement and that they have sought and obtained the legal advice of their attorneys. Each Party has made such an investigation of the law and the facts pertaining to this

Agreement and of all other matter pertaining thereto as it or they deem necessary. They further represent that the terms of this Agreement have been completely read by them and that all terms are fully understood and voluntarily accepted by them.

18. Amendment of Agreement

No provision of this Agreement may be amended, modified or waived unless such amendment, modification or waiver is agreed to in a writing signed by each of the Parties hereto.

19. Authority

The signature of a representative of any Party to this Agreement is a warranty that the representative has authority to sign this Agreement and to bind any and all principals to the terms and conditions hereof.

20. Headings

The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the Terms and Conditions contained herein or the rights granted hereby.

21. Time

Time is of the essence with all duties and obligations set forth in this Agreement.

22. Notice

For purposes of this Agreement, notices and all other communications provided for herein shall be in writing and shall be deemed to have been given when delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Gwinnett County: Gwinnett County
 Attention: County Administrator
 75 Langley Drive
 Lawrenceville, Georgia 30045-6935

If to the WSA: Gwinnett County Water and Sewerage Authority
 Attention: Director, Department of Water Resources
 684 Winder Highway
 Lawrenceville, Georgia 30045

If to Hall County: Hall County
 Attention: County Administrator
 2875 Browns Bridge Road
 Gainesville, Georgia 30504

If to Gainesville: City of Gainesville
Attention: City Manager
P.O. Box 2496
Gainesville, GA 30503

If to Edge City: Edge City Properties, Inc.
Attention: Michael Dye
4280 Dove Point
Duluth, Georgia 30096

23. Originals

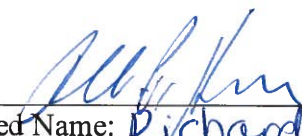
This Agreement may be executed (and delivered via facsimile) in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed, sealed and delivered by the Chairman of the Hall County, Georgia Board of Commissioners, the Chairman of the Gwinnett County, Georgia Board of Commissioners, the Chairman of the Gwinnett County Water and Sewerage Authority, the Mayor of the City of Gainesville and an officer of Edge City Properties, Inc. each thereunto duly authorized in accordance with the laws of the State of Georgia as of the day and year first above written.

Signed, sealed and delivered in the
presence of:

HALL COUNTY


Unofficial Witness

By: 
Printed Name: Richard Higgins
Title: Chairman


Notary Public

Attest: 
Printed Name: Lisa A. Ritchie
Title: Commission Clerk

My commission expires: 5/20/19

[NOTARY SEAL]



Signed, sealed and delivered in the
presence of:

GWINNETT COUNTY

Unofficial Witness

By: _____
Charlotte J. Nash
Chairman

Notary Public

Attest: _____
Printed Name:
Title:

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the
presence of

GWINNETT COUNTY WATER AND
SEWERAGE AUTHORITY

Unofficial Witness

By: _____
Michael Sullivan
Chairman

Notary Public

Attest: _____
Larry Genn, P.E.
Secretary

My commission expires:

[NOTARY SEAL]

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

[NOTARY SEAL]

CITY OF GAINESVILLE

APPROVED AS TO FORM:

Abbott S. Hayes, Jr.
Hulsey, Oliver & Mahar, LLP
City Attorney

By: _____
Printed Name: C. Danny Dunagan, Jr.
Title: Mayor

Attest: _____
Printed Name:
Title:

Signed, sealed and delivered in the presence of:

Unofficial Witness

Notary Public

My commission expires:

[NOTARY SEAL]

EDGE CITY PROPERTIES, INC.

By: _____
Michael Dye
President

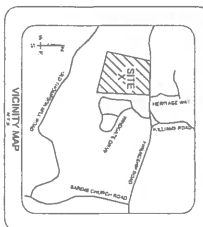
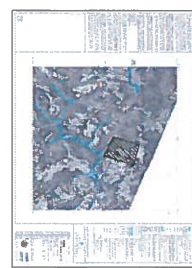
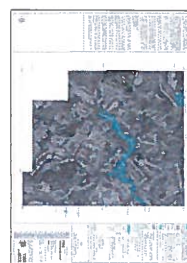
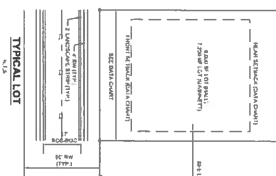
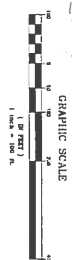
Attest: _____
Printed Name:
Title:

EXHIBIT A

ENTIRE SITE 74.107 ACRES

All that tract or parcel of land lying and being in Friendship GMD 1419, Hall County, Georgia and Pucketts GMD 1397, Gwinnett County, Georgia, containing 74.107 acres and being more particularly described as follows:

COMMENCING at a point at the northwesterly end of the mitered intersection at the intersection of the southerly Right-of-Way of Friendship Road (State Route 347) (Right-of-Way width varies) and the westerly Right-of-Way of Windgate Drive (Right-of-Way width varies); THENCE along the southerly Right-of-Way of Friendship Road 896.64 feet in a westerly direction to an iron pin found, be the POINT OF BEGINNING; Thence departing said Right-of-Way, South 18 degrees 35 minutes 37 seconds West for a distance of 2033.99 feet to an iron pin found; THENCE North 51 degrees 41 minutes 19 seconds West for a distance of 627.61 feet to an iron pin found; THENCE North 49 degrees 16 minutes 18 seconds West for a distance of 927.91 feet to an iron pin found; THENCE North 13 degrees 17 minutes 07 seconds East for a distance of 93.88 feet to an iron pin set; THENCE North 66 degrees 54 minutes 06 seconds West for a distance of 856.74 feet to an iron pin set; THENCE North 30 degrees 32 minutes 31 seconds East for a distance of 278.42 feet to an iron pin found; THENCE North 30 degrees 33 minutes 52 seconds East for a distance of 385.99 feet to an iron pin found; THENCE South 59 degrees 57 minutes 22 seconds East for a distance of 44.01 feet to an iron pin found; THENCE South 60 degrees 46 minutes 23 seconds East for a distance of 241.46 feet to an iron pin found; THENCE North 46 degrees 53 minutes 44 seconds East for a distance of 148.40 feet to an iron pin found; THENCE North 44 degrees 36 minutes 38 seconds East for a distance of 603.54 feet to an iron pin set on the southerly Right-of-Way of Friendship Road; THENCE along the southerly Right-of-Way of Friendship Road the following seven (7) courses and distances, along the arc of a curve to the right having a radius of 7538.77 feet and arc length of 228.73 feet being subtended by a chord of South 75 degrees 13 minutes 31 seconds East for a distance of 228.72 feet to a Point; THENCE South 16 degrees 37 minutes 50 seconds West for a distance of 51.59 feet to a concrete Right-of-Way monument; THENCE South 73 degrees 53 minutes 21 seconds East for a distance of 149.26 feet to a Point; THENCE North 16 degrees 13 minutes 06 seconds East for a distance of 40.00 feet to a concrete Right-of-Way monument; THENCE South 73 degrees 48 minutes 58 seconds East for a distance of 946.33 feet to a concrete Right-of-Way monument; THENCE South 63 degrees 11 minutes 29 seconds East for a distance of 106.26 feet to a Point; THENCE South 74 degrees 37 minutes 28 seconds East for a distance of 131.97 feet to an iron pin, being THE POINT OF BEGINNING.

[illegible][illegible]

ENGINEER:
PRECISION PLANNING INC.
400 PIKE BOLLIVARD
LAWRENCEVILLE, GEORGIA 30046
CONTACT: ERIC SIMPSON
PHONE: (770) 338-8000
827/as@plplus

OWNER
EDGE CITY PROPERTIES
4280 DOVE PT.
DULUTH, GA 30096
CONTACT: KIM DYE
PHONE : 770.814.4500
MDYE@EDGECP.COM

OWNER
EDGE CITY PROPERTIES
4280 DOVE PT.

Z1	9-15-2011
	DATE
	R17-168
	PROJ. NUMBER
	FILE NAME
	FILE NUMBER

DATE	NO	DESCRIPTION

RELEASE

DESIGN	DRAWN	CHECKED
PPI	PPI	ES

SHEET TITLE

TRINITY FALLS SD
3216 FRIENDSHIP ROAD
HALL/CUMMETT COUNTY, GA 30519



PRECISION
Planning Inc.
planners • engineers • architects • surveyors

430 Pike Boulevard, Lawrenceville, GA 30046
773.338.8000 • www.ppiaa.com

Page 53 of 57

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/13/2017
Presenter: Danny Dunagan
Item of Business: Appointment(s): Chattahoochee Golf Course Advisory Committee
Meeting Date: 11/16/2017

Purpose of Request:

The purpose of this request is to address an expired term.

History/Background:

CGCAC members serve a three-year term. They follow the guidelines set forth in the City Charter, the Code of Ordinances and Business Resolution 2010-23.

Facts & Issues for Consideration:

Mike Hulsey is willing to serve another term.

Department Recommendation:

Department Director:

Danny Dunagan

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 CGCAC Members	Backup Material

CHATTAHOOCHEE GOLF COURSE ADVISORY COMMITTEE

NOMINATED BY:	LAST NAME	FIRST NAME	APPOINTED/ TERM BEGAN	REAPPOINTED	EXPIRES
CCC	Weschler	Gene	6/5/2012 UE	12/16/2014	7/1/2017
City Council	Worley	Bryson	8/15/2017		8/15/2020
City Council	Kiker	AJ	6/22/2010	3/4/2014 8/15/2017	8/15/2020
City Council	Lawson	Jeff	8/15/2017		8/15/2020
City Council	Shell	Martha	8/15/2017		8/15/2020
City Council	Hulsey	Mike	3/4/2014		3/4/2017
CCC	Hicks	Will	6/22/2010	12/16/2014	7/1/2017
CCC	Kelly (Chairperson)	Fred	11/1/2016		11/1/2019
CCC	Valentine	Dick	6/22/2010	12/16/2014 10/20/2015	7/1/2018
CCC	Peeples	Will	12/16/2014		7/1/2017
Ex-Officio	Thompson	Zack	1/10/2017		1/9/2018

TERM: Three year terms

CONTACT: Rodger Hogan, Golf Course

Re-established: June 22, 2010. Original Committee began January 1, 2005

NOTES: First appointees serve the initial term as shown. All successors serve 3 year terms.
Members continue to serve until a successor is appointed.
Staggered terms for December 2014 appointments.

UPDATED: 8/22/17 ag

CITY OF GAINESVILLE

WORKSESSIONREQUEST

Date Submitted: 11/13/2017
Presenter: Danny Dunagan
Item of Business: Appointment(s): SPLOST VII Citizen's Review Committee
Meeting Date: 11/16/2017

Purpose of Request:

The purpose of this request is to address terms that have expired.

History/Background:

Committee members serve a one-year term. The following the guidelines set forth in the City Charter, the Code of Ordinances and the Intergovernmental Agreement effective May 14, 2015.

Facts & Issues for Consideration:

Three positions are to be addressed.

Department Recommendation:

Department Director:

Danny Dunagan

If funding is involved, are funds approved within the current budget?

N/A

Amount Requested:

Source of Funds:

Finance Comments:

Administrative Comments:

ATTACHMENTS:

Description	Type
 SPLOST VII Members	Backup Material

SPLOST VII CITIZENS' REVIEW COMMITTEE

GOVERNING BODY	LAST NAME	FIRST NAME	APPOINTED	REAPPOINTED	EXPIRES
City	Bell	Mark	5/19/2015	6/21/2016	6/21/2017
City	Mintz	Michelle	5/19/2015	6/21/2016	6/21/2017
City	Norton, Jr.	Frank	5/19/2015	6/21/2016	6/21/2017
County District 1	Pettitt	Mark	5/14/2015	6/23/2016 (term begin 7/1/16) 7/1/2017	6/30/2018
County District 2	Hoffman	Brent	5/14/2015	6/23/2016 (term begin 7/1/16) 7/1/2017	6/30/2018
County District 3	Aiken	Douglas	5/14/2015	6/23/2016 (term begin 7/1/16) 7/1/2017	6/30/2018
County District 4	Werner	Carol	5/14/2015	6/23/2016 (term begin 7/1/16) 7/1/2017	6/30/2018
County	Horne	Robert	5/14/2015	6/23/2016 (term begin 7/1/16) 7/1/2017	6/30/2018
County	Gracey	Brian	5/14/2015	6/23/2016 (term begin 7/1/16) 7/1/2017	6/30/2018

TERM: One-Year

CONTACT: Lisa Ritchie, Hall County Commission Clerk

NOTES: Meets no less than quarterly.
This committee was established
per Resolution CR-2015-02 based
on Intergovernmental Agreement

Established: Thursday, September 7, 2017