



## Public Safety Meeting

### AGENDA

December 5, 2017

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#### I. CALL TO ORDER

#### II. MATTERS BEFORE COMMITTEE

1. [Municipal Court Services Agreement - Southeast Corrections, LLC](#)
2. [Purchase - Recruitment Class Firefighting Gear](#)
3. [Approval - Firefighter Cancer Policy](#)

#### III. ADJOURN



## Public Safety Meeting

### AGENDA

December 5, 2017

**Item:**

Municipal Court Services Agreement - Southeast Corrections, LLC

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

[Municipal Court Services Agreement](#)



To: Public Safety Committee

From: Logan Propes, City Administrator

Department: Municipal Court

Date: 11/29/2017 for the 12/05/2017 Agenda

Description: MUNICIPAL COURT PROBATION SERVICES AGREEMENT

Budget Account/Project Name: N/A

Funding Source: N/A

Budget Allocation:	n/a	Allocated in each dept.	n/a
Budget Available:	n/a	Allocated in each dept.	n/a
Requested Expense:	n/a	Company of Purchase:	Southeast Corrections, LLC

**Recommendation:**

Staff recommends that the Council approve the agreement as presented for the provision of probation services for the Municipal Court of Monroe, GA with Southeast Corrections.

**Background:** Southeast Corrections is the City's current probation services provider for municipal court. The new agreement adds new state statutory language to the existing services agreement to begin January 1, 2018. The agreement outlines terms and responsibilities of Southeast Corrections along with a schedule of probationer fees.

**Attachment(s):** MONROE MUNICIPAL COURT SERVICES AGREEMENT WITH SOUTHEAST CORRECTIONS  
DEPARTMENT OF CORRECTIONS RULES - UPDATED



## **Agreement for Provision of Probation Services for the Municipal Court of Monroe, Georgia**

This AGREEMENT is made by and between Southeast Corrections, LLC organized under the laws of the State of Georgia with its principal place of business at 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 hereinafter “Contractor” and the City of Monroe, Georgia, a Georgia Municipal Corporation, duly organized and existing under the laws of the State of Georgia, hereinafter referred to as “City” with the express written consent of the Chief Judge of the Municipal Court of Monroe, Georgia. This Agreement is governed by Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated. The parties enter into the agreement under the specific authority of Article 6 of Chapter 8 of Title 42 of the Official Code of Georgia, Annotated.

WITNESSETH:

WHEREAS, City wishes to contract with Contractor to provide probation services for the Municipal Court of Monroe, Georgia, hereinafter referred to as “Court”; and

WHEREAS, Contractor is a company with the requisite professional staff, expertise, knowledge, and professional registrations or certifications and is licensed to provide said services;

WHEREAS, Contractor has a Fee Schedule (which is attached hereto as Exhibit A and is incorporated herein by this reference) for the services to be provided and the costs of said services to be paid by those placed on probation by a Judge of the Court; and

Now, therefore, the City and Contractor, in consideration of the mutual covenants and promises contained herein do agree as set forth below:

### Section 1: Contractor’s Services

The Selected Contractor shall provide probation services including but not limited to:

1. The Contractor shall attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a judge or judge designee of the Court, for the purpose of providing private probation services for each probationer placed on probation during the hearings.
2. The Contractor shall maintain for the life of the Agreement a probation office within Walton County.
3. The Contractor shall conduct an initial interview with each probationer at the time of his or her sentencing or as soon as is practicable thereafter for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions, general and special, for probation supervision.
4. The Contractor shall meet with each probationer placed on probation under the supervision of the Selected Contractor at least one ( 1 ) time every thirty ( 30 ) calendar days. Probationers that do not comply with the probation guidelines and the Monroe Municipal Court order may be required to meet with their supervisor more than one ( 1 ) time every month. At the discretion of the Court, the Contractor shall provide intensive probation services that may include the requirement(s) for weekly reporting, home visits, telephone contacts, or a combination of any or all of these requirements. For probationers placed on intensive probation, the Contractor shall charge the probationer no more than the amount stipulated in the Fee Schedule one (1) time every month for as long as the intensive probation requirements are in effect.



5. The Contractor shall provide and service a Pretrial Intervention and Diversion Program (hereinafter "PTD"), or similar type of program, if the Court chooses to provide that program. In that case, a person required to participate in a PTD shall be supervised in the same manner as provided herein as a probationer, subject to the same fees and charges as provided in the Fee Schedule.
6. The Court shall have the sole responsibility of determining the appropriate programs, classes, or service(s) for each probationer and such will be explicitly listed as part of any Order by the Court. Acceptable providers for certain programs, classes or services shall be subject to the approval of the Chief Judge of the Court, including whether a program or class offered by an alternate provided by the Contractor is acceptable. Any alternate programs, classes or services approved by the Chief Judge shall be managed by the Contractor as part of the probation process in the same manner as any programs and services provided by the Contractor.
7. The Contractor shall collect from probationers if requested by the Court, Court ordered fines, restitution and other costs associated with orders, judgments, and sentences of the Court.
  - a. Any and all fines, surcharges, court costs and other fees shall be paid to the Court. Any and all monies collected from probationers by the Contractor must be submitted to the Court on no less than a monthly basis. All funds and payments shall be accompanied with reporting and accounting through integration with the Court's CourtWare Solutions, Inc. (CSI) Computer software system in a format as determined by the Court.
  - b. The Contractor shall collect fines, fees, restitution and court costs assessed to the offender by the Court. The Court and Contractor agree that the priority of all moneys collected by the Contractor shall be as follows in all cases unless otherwise ordered: Per O.C.G.A. § 17-14-8 not less than one half of each payment to restitution before paying any portion of such fine or any forfeitures, costs, fees, or surcharges (divided equally among all victims); monitoring fees, drug and alcohol testing fees, probation fees currently due the company, victims compensation fee (arrears only), fines, statutory surcharges, other Contractor fees. The Contractor shall maintain a written report of all moneys received by the Contractor from each Offender. The Contractor will further provide a written receipt of all moneys paid to the Contractor by an Offender each time he or she makes a payment.
  - c. The Contractor shall collect from probationers only those fees specifically ordered by the Court, and not in excess of those charges listed in the Contractor's Fee Schedule. The Contractor shall not charge any probationer that has been declared by the Court to be indigent, any fees without specific authorization by the Court, and then only under those circumstances provided by the Court.
  - d. The Contractor shall assess a \$125.00 warrant fee per occurrence when a warrant is requested due to a probation violation and later signed by the Court. The Contractor will remit all warrant fees collected from probationers to the Court as a part of the records reconciliation and payment reimbursement process as prescribed in item number .25. The Contractor shall retain no portion of warrant fees ordered and/or collected.
8. Maintain fine, restitution or Court costs collected from the Probationers in a non-interest bearing account without benefit or profit from said accounts.
9. Under no circumstances shall any portion or percentage (%) of any fine monies or court fees collected be retained by the Contractor.
10. A nine dollar (\$9.00) per month surcharge shall be collected from each probationer placed on probation

**Item # 1**



by the Contractor, unless the probationer is exempted by the Court, as required by Georgia law. The surcharge shall be sent by the Contractor to the Georgia Crime Victims Compensation Board on no less than a monthly basis pursuant to O.C.G.A. §17-15-13.

11. Contractor shall adhere to O.C.G.A. §42-8-103. When pay-only probation is imposed, the probation supervision fees shall be capped so as not to exceed three months of ordinary probation supervision fees notwithstanding the number of cases for which a fine and statutory surcharge were imposed or that the defendant was sentenced to serve consecutive sentences; provided, however, that collection of any probation supervision fee shall terminate as soon as all court imposed fines and statutory surcharges are paid in full; and provided, further, that when all such fines and statutory surcharges are paid in full, the probation officer or private probation officer, as the case may be, shall submit an order to the court terminating the probated sentence within 30 days of fulfillment of such conditions. The court shall terminate such probated sentence or issue an order stating why such probated sentence shall continue.
12. Contractor shall adhere to O.C.G.A. §42-8-103.1. When a defendant is serving consecutive misdemeanor sentences, whether as a result of one case from one jurisdiction or multiple cases from multiple jurisdictions, upon motion by the defendant, the court may discharge such defendant from further supervision or otherwise terminate probation when it is satisfied that its action would be in the best interest of justice and the welfare of society. Such motion shall not be ripe until 12 months after the sentence was entered and every four months thereafter. The defendant shall serve the applicable entity or governing authority that is providing his or her probation services with a copy of such motion.

Further, When a defendant is serving consecutive misdemeanor sentences, his or her probation officer or private probation officer, as the case may be, shall review such case after 12 consecutive months of probation supervision wherein the defendant has paid in full all court imposed fines, statutory surcharges, and restitution and has otherwise completed all testing, evaluations, and rehabilitative treatment programs ordered by the court to determine if such officer recommends early termination of probation. Each such case shall be reviewed every four months thereafter for the same determination until the termination, expiration, or other disposition of the case. If such officer recommends early termination, he or she shall immediately submit an order to the court to effectuate such purpose.

13. The Contractor shall coordinate community service work as required as a condition of probation by the Court. The Contractor shall cooperate with the Court to ensure that community service is done within the city limits of Monroe, Georgia, or as specified by the Court. The Court shall determine and define the work mission for all community service. Monthly tracking and reporting of all community service work is required in a format satisfactory to the Court.
14. The Contractor shall administer drug and alcohol screens to probationers only as directed by the Court. Probationers shall assume the cost of random drug testing, and shall pay those costs pursuant to the Fee Schedule provided.
15. The Contractor shall provide electronic monitoring of probationers only at the direction of the Court. Probationers shall assume the cost of electronic monitoring, and shall pay those costs pursuant to the Fee Schedule provided. Monthly tracking and reporting of all electronic monitoring is required in a format satisfactory to the Court.
16. The Contractor shall prepare referrals and lend assistance to probationers either ordered to receive or who desire employment assistance or other forms of counseling.
17. The Contractor shall recommend to the Court early probation release if a probationer has fulfilled all court ordered requirements and has paid all fines. Continuing monthly probation supervision fees shall not be assessed against the probationer if the Court grants early release. Failure to notify



the Court that a probationer has fulfilled all court ordered requirements and has paid all fines may subject the Contractor to refund any fees collected after such date that Court ordered requirements are met.

18. The Contractor shall advise the Court, by filing a petition for modification/revocation of probation, or petition for contempt, any time a probationer fails in a material way to comply with the conditions of probation. The Contractor shall appear in court and present such findings to the Court in such detail as to satisfy the Court of the need for any modification or revocation. The Contractor shall show the expiration date of any probation sentence on the face of any warrant and shall provide the Court a report of any active warrants due to expire in the next 30 days at the time of any modification/revocation hearing.
19. The Contractor shall provide notice as required by law and return to the Court any probationer that does not, in the opinion of the Contractor, comply with the terms set forth in the court order of probation at which time the probation officer shall testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The officer shall comply with the Court's ruling in reference to sentencing or possible revocation of probation pursuant to the Court's procedures and Georgia law.
20. The Contractor shall maintain case files on each probationer to document compliance with the terms and conditions of probation, reporting dates, and contacts as they occur and the amounts and dates of all monies collected.
21. The Contractor shall adhere to O.C.G.A. §42-8-109.2 and maintain in a "confidential" manner all reports, files, records and papers of whatever kind relative to the supervision of probationers, and shall make the same available only to authorized employees of the Contractor and authorized personnel of the City of Monroe, to those authorized by the Court, or as otherwise required by law. All information must be maintained and in compliance with the Georgia Open Records Law at all times.
22. In accordance with Georgia Department of Corrections Rules 105-2-.13 and 105-2-.14, the Contractor shall keep all reports, files, records and papers in a centralized location convenient to the City of Monroe, Georgia, and shall make the same available only to the Court, Monroe city officials or employees authorized by the Court, and as may be required by law. Such reports, records and papers are and shall remain the property of the City of Monroe, Georgia.

The Contractor may retain confidential copies for its files if so desired.

Where not specifically defined above, the Contractor shall adhere to O.C.G.A. §42-8-108, O.C.G.A. §42-3-3, O.C.G.A. §42-8-106.1 and O.C.G.A. §42-8-109.2 as they relate to record keeping and reports required by Georgia State law.

23. The Contractor shall provide the Court with the ability to access real-time reporting that provides the status of probationers supervised by the Contractor, the status of probationers for whom supervision or rehabilitation has been terminated, and the reason for the termination. The reports shall incorporate as much detail as the Court may require. In addition, the Contractor shall provide access at any time to the Contractor's Case Management System to any authorized personnel of the Court. All information is declared to be confidential and shall be available only to those entities permitted by law and authorized by the Court. The reporting of system access and modification should also be made available to the Court, upon request.
24. The Contractor shall provide the Chief Judge of the Court, the appropriate agency, **Item # 1** commission of the State of Georgia, and any others who may have authority, with a quarterly



summary report that provides the number of Misdemeanor Probationers supervised by the Contractor; and the number of Misdemeanor Probationers for whom supervision or rehabilitation has been terminated, in as much detail as may be required by law, rule or regulation.

25. The Contractor shall, at a minimum, reconcile all records with the Court Clerk's office on a monthly basis. Records shall be made available to the Contractor on any normally scheduled workday, between the hours of 8:30 AM and 4:30 PM, upon request.
26. The Contractor shall only accept any modification to any original Court sentence as made by a court of competent jurisdiction.
27. The Contractor shall not own nor have a controlling interest in any finance business or lending institution that makes loans to probationers under its supervision for the payment of probation fees or fines. Neither shall the Contractor, nor any employees, agents or representatives, engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of this Contract. Furthermore, neither shall the Contractor nor any of its employees, agents or representatives, own, operate or have any financial interest in, be an instructor at, or be employed by any private entity that provides drug or alcohol testing, education services or offers a DUI Alcohol or Drug Use Risk Reduction Program certified by the Department of Human Resources. Moreover, neither shall the Contractor, nor any of its employees, agents or representatives, specify or favor, directly or indirectly, a particular DUI Alcohol or Drug Use Risk Reduction Program that a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names, addresses and telephone numbers of known, certified DUI Alcohol or Drug Use Risk Reduction Programs.
28. The Contractor shall supervise all persons assigned to probation by the Monroe Municipal Court with an average ratio of probationers to staff of no greater than three hundred (300) to one (1) for active cases with conditions. Further, the Contractor shall supervise all "payment-only" cases at a ratio in compliance with best practices as established by Department of Community Supervision's Adult Misdemeanor Probation Oversight Unit.
29. The Contractor shall ensure that any person it employs or contracts with as a private probation officer:
  - a) is at least twenty-one [21] years of age at the time of appointment to the position of private probation officer pursuant to O.C.G.A. §42-8-100;
  - b) Has completed a standard two [2] year college course; provided however that any person who is so employed as a private probation officer as of July 1, 1996, and who has at least six [6] months of experience as a private probation officer shall be exempt from such college requirement pursuant to O.C.G.A. §42-8-102;
  - c) Has received an initial forty [40] hours of orientation upon employment and has received twenty [20] hours of continuing education per annum as approved by the Georgia Department of Community Supervision, provided that the forty [40] hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least six [6] months as of July 1, 1996 pursuant to O.C.G.A. §42-8-102; and
  - d) Has not been convicted of a felony [to ensure that its private probation officers have not been convicted of a felony, the Contractor shall conduct a documented criminal record check on all its private probation officers] pursuant to O.C.G.A. §42-8-102.
  - e) Where not specifically defined above, Contractor shall adhere to Georgia Department of Community Supervision Rules 105-2.09 and 105-2.12 related to employee qualifications, initial training and continuing education.
  - f) Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.10 and

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O.C.G.A. §35-3-34 related to criminal background checks.

30. Under no circumstances shall costs or charges be incurred by the Court or the City of Monroe from the Contractor for services rendered to the Court or the City. Under no circumstances shall the Court or the City be invoiced, receive a statement or otherwise be billed for services rendered or for the reimbursement of expenses incurred during the rendering of services.
31. As is necessary, the Contractor shall provide updates to the Court on any changes in state and/or national laws or regulations that are relevant to probation, probationary services, etc. Such updates shall be provided in a manner and at a time that is convenient to the Court. Such updates shall be provided at no additional cost to the Court.
32. Within thirty (30) calendar days of Agreement termination with the City, the Contractor shall return/turn over to the City of Monroe all files, documents, correspondence, papers and databases applicable to the City's Agreement and required herein, together with all relevant information concerning the status of each and every probationer, the fines due and payable and payments made or promised, and locations and information held by the Contractor which could assist in locating any absconders. This obligation shall be carried out by the Contractor at no cost to the City.
33. Conflicts of Interest: The Contractor shall deliver to the City Clerk an affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the City. The affidavit shall further state that in rendering services to the City that no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its officers, employees, agents or anyone providing services under this Agreement has any such interest and for certifying the absence of such conflict to the City.

During the course of performing services for the City, the Contractor shall disclose immediately to the City, by affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor's City's, officers, employees, agents or anyone providing services under this Contract. The duty to disclose is a continuing duty. Such disclosure is a material obligation of this agreement and the Contractor's failure to comply with these provisions affords the City the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the City may terminate the agreement by written notice. Nothing herein shall be construed as limiting or waiving the right of the City to pursue damages or other remedies.

The Contractor shall not disclose any data, facts or information concerning services performed for the City or obtained while performing such services, except as authorized by the City in writing, or as may be required by law.

34. Follow all rules, regulations and policies set forth by the State of Georgia, Department of Community Supervision (DCS), Misdemeanor Probation Oversight Unit (MPOU) and any and all agencies, boards, commissions or similar bodies that govern the activities and services provided under this Contract.



## **Section 2: Contractor's Reporting and Data Requirements**

The following performance measures are the minimum data and reporting that the City requires tracking progress of the services provided. This information is a minimum and other measures may be requested to be tracked during the term of this Contract.

O.C.G.A. § 42-8-108

GEORGIA CODE  
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\*\*\* Current through the 2016 Regular Session \*\*\*

TITLE 42. PENAL INSTITUTIONS  
CHAPTER 8. PROBATION  
ARTICLE 6. COUNTY AND MUNICIPAL PROBATION

O.C.G.A. § 42-8-108 (2016)

§ 42-8-108. Quarterly report to judge and council; records to be open for inspection

Any private corporation, private enterprise, or private agency contracting to provide probation services or any county, municipality, or consolidated government entering into an agreement under the provisions of this article shall provide to the judge who consented to such Agreement and DCS a quarterly report summarizing the number of offenders under supervision; the amount of fines, statutory surcharges, and restitution collected; the amount of fees collected and the nature of such fees, including probation supervision fees, rehabilitation programming fees, electronic monitoring fees, drug or alcohol detection device fees, substance abuse or mental health evaluation or treatment fees if such services are provided directly or otherwise to the extent such fees are known, and drug testing fees; the number of community service hours performed by probationers under supervision; a listing of any other service for which a probationer was required to pay to attend; the number of offenders for whom supervision or rehabilitation has been terminated and the reason for the termination; and the number of warrants issued during the quarter, in such detail as DCS may require. Information reported pursuant to this subsection shall be annually submitted to the governing authority that entered into such Agreement and thereafter be subject to disclosure pursuant to Article 4 of Chapter 18 of Title 50. Local governments are encouraged to post electronic copies of the annual report on the local government's website, if such website exists.

Contractor shall adhere to Georgia Department of Community Supervision Rule 105-2-.13.

## **Section 3: City's Responsibilities**

The City's responsibilities to the Contractor shall specifically include conducting meetings with Contractor, providing required information on probationers, and completing other items specifically set forth in Attachments of this Agreement and additional items as might be required and are mutually agreed upon in writing.



#### **Section 4: Period of Service**

The Agreement for Probation Services as described herein shall commence on January 1, 2018 and shall continue in full force and effect until December 31, 2022. The Agreement will remain in full force and effect unless the City of Monroe, Georgia, elects to terminate this agreement pursuant to O.C.G.A. § 42-8-101 (b) (1). As provided in this subsection, termination may be initiated by the Chief Judge of the court which is subject to such contract and shall be subject to approval by the governing authority of the municipality which entered into the contract and in accordance with the agreed upon, written provisions of such contract. Termination of this agreement may be with or without cause by giving Southeast Corrections written notice of the same upon thirty (30) days written notice. Southeast Corrections shall relinquish all files, materials and records related to the supervision of probationers for the Municipal Court of Monroe, Georgia in a manner agreeable to the City of Monroe, Georgia and the Municipal Court of Monroe, Georgia.

#### **Section 5: General Conditions**

##### **Insurance**

The Contractor shall at all times during this Agreement maintain in full force and effect Employer's Liability, Workers' Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage. All insurance shall be by insurers and for policy limits acceptable to the City and before commencement of work hereunder the Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force with the City of Monroe named as an additional insured. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the City of Monroe."

For the purpose of the Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

<u>Coverages</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Employer's Liability	\$1,000,000
Bodily Injury Liability Except Automobile	\$2,000,000 each occurrence \$2,000,000 aggregate
Property Damage Liability Except Automobile	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Bodily Injury Liability	\$1,000,000 each person \$2,000,000 each occurrence
Automobile Property Damage Liability	\$1,000,000 each occurrence \$2,000,000 each occurrence

Item # 1





### **Section 8: Severability**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality or unenforceability shall not affect the other provisions, and the remaining provisions of this agreement shall be given full effect.

### **Section 9: Compliance with Georgia Law**

This Agreement is conditioned on both parties' compliance with the requirements of O.C.G.A. § 13- 10-91. The City of Monroe is in compliance with O.G.C.A. § 13-10-91.

Contractor hereby states that it has complied with the requirements of O.C.G.A. § 13- 10-91, will attest its compliance by completing the affidavit attached as Exhibit 1. Contractor acknowledges that it generally and typically will not utilize subcontractors or sub-subcontractors. However, if a sub Agreement or subcontractor is utilized by Contractor, Contractor shall obtain the employee number category and eligibility verification from all subcontractors and sub- subcontractors and submit the affidavits required by Georgia Law. Contractor shall submit the required affidavits at the time of execution of this Agreement and shall obtain the required affidavits from subcontractors and sub-subcontractors in accordance with Georgia law.

### **Section 10: Notice and Service Thereof**

All notices, demands, requests, instructions, approvals, and claims shall be in writing.

Any notice to or demand upon the Contractor shall be sufficiently given if delivered to Mr. John Prescott, Southeast Corrections, LLC 1960 Satellite Boulevard, Suite 3000, Duluth, Georgia 30097 or if deposited in the United States Mail in a sealed, postage, prepaid envelope.

All papers required to be delivered to the Court/City shall, unless otherwise specified in writing to the Contractor, be delivered to the City of Monroe, at the office of the City Clerk, 215 North Broad Street, Monroe Georgia 30655. Any notice to or demand upon the Court/City shall be sufficiently given if delivered to the office of the City Clerk or if deposited in the United States Mail in a sealed, postage, prepaid envelope, or delivered with charges prepaid to any telegraph company for transmission, in each case addressed to the City Clerk or to such other representative of the Court/City or to such other address as the Court/City may subsequently specify in writing to the Contractor for such purposes.

Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery or (in the case of mailing) when the same should have been received in due course of post, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall without proof or accounting for the other counterparts, be deemed an original Contract.



**Municipal Court of the City of Monroe**

BY: \_\_\_\_\_  
Greg Thompson  
Mayor

BY: \_\_\_\_\_  
Dale R. "Bubba" Samuels  
Chief Judge

BY: \_\_\_\_\_  
Paul Rosenthal  
Chief Solicitor

Attest: \_\_\_\_\_

[Corporate Seal]

Contractor: **Southeast Corrections, LLC**

By: \_\_\_\_\_ Seal  
John C. Prescott, Jr., President

Attest: \_\_\_\_\_

Name

Title: \_\_\_\_\_

Signed and Sealed in the presence of

By: \_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

NOTE: If the CONTRACTOR is a corporation, the Agreement shall be signed by the President or Vice President, attested by the Secretary and the corporate seal affixed.



**EXHIBIT A  
DETAILED FEES/SERVICES**

<b>FEE SCHEDULE</b>			
<b>ALL AT NO COST TO CITY OF MONROE MUNICIPAL COURT</b>			
<b>Service</b>	<b>Period/Unit</b>	<b>Probationer Paid</b>	<b>Cost to Court</b>
Supervision Fee	Monthly (minimum)	\$40.00	\$0.00
Restitution Collection - Disbursement	No Cost	\$0.00	\$0.00
Payment only Cases	Monthly Three-month cap on fees	\$40.00	\$0.00
Intensive Supervision Fee	Monthly	\$45.00	\$0.00
Pre-Trial Diversion Supervision	Monthly	\$40.00	\$0.00
Drug Testing- 6 Panel- Lab analysis	Per Test	\$25.00	\$0.00
Drug Testing – 7 Panel Lab-analysis	Per Test	\$30.00	\$0.00
Drug Testing (6-panel) On-Site	Per Test	\$25.00	\$0.00
GC/MS Confirmation	Per Panel	\$25.00	\$0.00
Electronic Monitoring (GPS)	Per Day	\$10.00	\$0.00
Voice Verification (Curfew monitoring)	Per Day	\$5.00	\$0.00
Electronic Monitoring (mobile) Alcohol only	Per Day	\$10.00	\$0.00
Electronic Monitoring (mobile) Alcohol and GPS	Per Day	\$15.00	\$0.00
Random Alcohol Breath Testing	Per Test	\$5.00/test	\$0.00
One-time hook-up fee for all EM	One time	\$50.00 once	\$0.00
Standard Cognitive Program – MRT Chronic multiple offenders	12 steps 26 modules	\$22.00/session + \$25 workbook	\$0.00
Thinking Outside the Box First time offenders - shoplifting, poor decisions	One day	\$100.00 (includes workbook)	
Interstate Compact Transfer Fee	If applicable/once	\$50.00	\$0.00
In-State Transfer Fee	If applicable	No charge	\$0.00
Digital Processing Fee	One time	\$2.00	\$0.00

**\*\* All fees negotiable and final documentation will be included in signed agreement between City and Southeast Corrections**



## **EXHIBIT B**

### **ELECTRONIC MONITORING SERVICES CORRECTIONAL SERVICES AGREEMENT BETWEEN SOUTHEAST CORRECTIONS, LLC. (SOUTHEAST CORRECTIONS) AND THE MUNICIPAL COURT OF MONROE**

In addition to the terms and provisions set forth in the above referenced Agreement, the following terms shall apply to all electronic monitoring services provided under the Agreement.

#### **SERVICES AND RESPONSIBILITIES OF SOUTHEAST CORRECTIONS**

**Monitoring Services.** Southeast Corrections will provide the following monitoring services to the Court for the Court's operation of an electronic monitoring program. The monitoring services provided hereunder are specifically designed to determine by electronic means the presence of a person at a specified location (typically that person's place of residence).

Southeast Corrections will perform the functions of data entry and data storage for all properly enrolled Probationers. The data entry function consists of the input of all required demographic, curfew, and system configuration information on each case into the central host computer system.

Southeast Corrections will maintain twenty-four (24) hour, seven (7) days per week management of Probationer data enrolled hereunder.

Southeast Corrections will provide notification of Alert conditions to authorized and identified Court's staff. Alert notification will be in accordance with Section (Standard Monitoring Program Level) herein or as agreed upon in writing by the Court and Southeast Corrections.

Alert Condition and Equipment status information for each Probationer will be documented and maintained by Southeast Corrections.

#### **Notification Options.**

**Standard Monitoring Program Level.** The Standard Monitoring Program has as its primary intent the non-immediate monitoring of compliance to ordered conditions. This program does NOT provide 24-hour enforcement of conditions. This program is NOT recommended for high-risk probation cases. At this level of monitoring, the Court determines that next business day (or later as determined by the Court) notification is acceptable on any and all violations incurred during the monitoring period.

**Other Notification Levels.** Because certain electronic monitoring equipment provides round-the-clock monitoring, it is possible to increase the notification frequency for higher-risk cases. In such cases the Court may desire more immediate notification; Southeast Corrections will increase the level of notification provided appropriate Court personnel can be made available for response. In the absence of written notification procedures to the contrary, the Standard Monitoring Level will apply.

**Maintenance.** Southeast Corrections shall maintain the Equipment at its expense. The Probationer shall be responsible for lost or missing Equipment and/or the cost of required repairs necessitated by the Probationer's negligence or the damage or destruction of the Equipment by parties other than Southeast Corrections. The Court will assist Southeast Corrections in enforcement of this policy.





EQUIPMENT. Southeast Corrections shall supply a sufficient quantity of Units to meet the Court's need subject to forty-eight (48) hour notice prior to shipment.

#### MONITORING SYSTEM

Description. The monitoring system utilized hereunder is an active GPS monitoring system consisting of a GPS anklet, PTU, and a central computer system. The Units communicate with the host computer system through the Probationer's standard telephone service or internal cellular phone capability as needed.

System Maintenance. The Court acknowledges that periodic maintenance on the host computer system is required. During the performance of this maintenance, the system may be required to be temporarily "off-line". The Court will be notified in advance of any such situation.

SOUTHEAST CORRECTIONS expressly disclaims any warranty that any equipment provided hereunder is impervious to tampering.

THE COURT'S OBLIGATIONS. The Court shall have the responsibility to: Refer appropriate cases to Southeast Corrections for supervision.

Identify authorized personnel to which Southeast Corrections may report violations.

Provide to Southeast Corrections required Probationer case and curfew information and Court Order.

Identify and make available the Court's staff and/or Equipment (fax, pager) for the purposes of notification by Southeast Corrections to the Court of alerts and equipment status problems.



## EXHIBIT C



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/11/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Whitlock Group Inc 3300 Breckinridge Blvd Ste 200  Duluth GA 30096		CONTACT NAME: Peter J Moon PHONE (A/C, No, Ext): (678) 906-2008 FAX (A/C, No): (855) 906-2012 E-MAIL ADDRESS: pmoon@twgins.net	
INSURED Southeast Corrections LLC 1960 Satellite Blvd Ste 3000 Duluth GA 30097		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Co of	NAIC # 25674
		INSURER B: Travelers Indemnity Co. (IND)	25658
		INSURER C: Travelers Casualty & Surety Company	31194
		INSURER D: Admiral Insurance Company	24856
		INSURER E:	
		INSURER F:	

## COVERAGES

CERTIFICATE NUMBER: CL1771101726

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL (INSR) (SUBR) (WVR)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		680-8F938198	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Other Insurance Additional \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		680-8F938198	7/1/2017	7/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 5,000		CUP-9F018761	7/1/2017	7/1/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	UB-2J565003	7/1/2017	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Crime/Employee Dishonesty		105805960	7/1/2017	7/1/2018	Blanket each incident 100,000
D	Professional Liability		E0000003737-13	7/1/2017	7/1/2018	each claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Court Services, Records and Consulting Office

\*Blanket Additional Insured status for General Liability, Auto Liability and Umbrella liability is provided for those entities requiring it by written contract with the named insured on a primary and non-contributory basis.

\*Professional Liability policy is CLAIMS MADE form with retroactive date of 9/1/05.

\*Umbrella/Excess Liability is "following form" policy.

CERTIFICATE HOLDER  Municipal Court of Monroe 227 South Broad St. PO Box 629 Monroe, GA 30655	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  G Whitlock, CIC, CRM/ <i>W. Gray Whitlock</i>
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ACORD 25 (2014/01)

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INS025 (2014/01)

**RULES OF  
GEORGIA DEPARTMENT OF COMMUNITY SUPERVISION**

**ADOPTION OF CHAPTER 105-1 and 105-2  
RULES FOR MISDEMEANOR PROBATION SERVICES**

**SYNOPSIS OF PROPOSED RULES**

**Statement of Purpose.** The Georgia Department of Community Supervision proposes to adopt Rules and Regulations for Misdemeanor Probation Services, Chapter 105, in response to the adoption of SB 367 which modifies the existing law to transfer the powers, functions, and duties of the former County and Municipal Probation Council from the Board of Community Supervision to the Department of Community Supervision. These changes are being proposed pursuant to the authority granted the Department of Community Supervision in O.C.G.A. § 42-3-2 and O.C.G.A. § 42-3-3.

**Main Feature of the Proposed Rule.** Adoption of these rules for Misdemeanor Probation Services are in accordance with the requirements of Senate Bill 367.



## Public Safety Meeting

### AGENDA

December 5, 2017

**Item:**

Purchase - Recruitment Class Firefighting Gear

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Fire Gear](#)



**To:** City Council  
**From:** Keith Glass, Director of Public Safety  
**Department:** Fire  
**Date:** 11/14/17  
**Description:** A request is being made for the approval of eleven (11) sets of firefighting gear for the SAFER Grant Staffing - Recruitment Class.

---

**Budget Account/Project Name:** SAFER Staffing - Recruit Class

**Funding Source:** 100-530-03500-00542-532860 Fire Equipment

**Budget Allocation:** \$30,000

**Budget Available:** \$28,002

**Requested Expense:** \$27,819

**Company of Purchase:** Bennett Fire Equipment

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***Recommendation:***

Staff recommends the approval of firefighting gear for the recruitment class and additional SAFER Grant staffing.

***Background:***

City of Monroe was awarded the 2018 SAFER Grant to add six additional firefighters. Recruitment program enabled the department to provide the opportunity to local individuals firefighter training and state certification (SAFER positions will come from recruitment program).

***Attachment(s):***

Bennett Fire Products Quote

**E Quotation**  
**Bennett Fire Products Co., Inc.**

November 14, 2017



[www.BennettFireProducts.com](http://www.BennettFireProducts.com)

Assistant Chief Bill Owens  
 Monroe Fire Department  
 139 South Madison Avenue  
 Monroe, GA 30655

*Prices valid through January 31, 2018*

**Globe G-xcel Jacket, Trousers & Suspenders per Monroe Specifications**  
**\$2,072.00 per set**

**Globe 14" Structural Leather Boots**  
**\$365.00 per pair**

**Shelby #5280G Gloves**  
~~**\$92.00 per pair**~~

*2529.<sup>00</sup> X 11 = 27,819.<sup>00</sup>*

FOB Monroe, GA *Price include shipping charges*  
 Terms: net 30 days  
 Delivery: 45-55 days after receipt of order

Thanks for giving us the opportunity to serve you!

Ryan Bennett, 678-447-8834, [rbennettbfp@gmail.com](mailto:rbennettbfp@gmail.com)

Bennett Fire Products Co., Inc.  
 195 Stockwood Drive, Suite 170  
 Woodstock, GA 31088



## Public Safety Meeting

### AGENDA

December 5, 2017

**Item:**

Approval - Firefighter Cancer Policy

**Department:**

**Additional Information:**

**Financial Impact:**

**Budgeted Item:**

**Recommendation / Request:**

Viewing Attachments Requires Adobe Acrobat. [Click here](#) to download.

Attachments / click to download

 [Cancer Policy Info](#)



To: Public Safety Committee

From: Logan Propes, City Administrator

Department: Fire

Date: 11/29/2017 for the 12/05/2017 Agenda

Description: GMA-GIRMA FIREFIGHTER CANCER POLICY CONTRACT AND RESOLUTION

Budget Account/Project Name: N/A

Funding Source: General Fund – Fire Department Insurance (FY 2018)

Budget Allocation:	\$10,000	Allocated in each dept.	n/a
Budget Available:	\$10,000	Allocated in each dept.	n/a
Requested Expense:	Est. \$5,787	Company of Purchase:	GMA-GIRMA

**Recommendation:**

Staff recommends that the Council approve the resolution and contract with GMA-GIRMA for firefighter's cancer benefit coverage.

**Background:** In 2017 the State of Georgia passed a law allowing firefighters to be able to be covered for cancer resulting from presented dangers of the job, primarily related to smoke inhalation. As such, GMA-GIRMA has created a new pooled insurance program. The city is not currently a member of any GIRMA insurance pools, thus requiring a resolution to participate and an authorization of the associated firefighter's cancer benefit insurance coverage.

The estimated amount for an annual premium is \$5,787.00 but may increase with each additional firefighter added to our coverage pool. The policy will begin January 1, 2018.

**Attachment(s):** RESOLUTION AND CONTRACT  
DESCRIPTION  
PROPOSAL FOR COVERAGE



GEORGIA FIREFIGHTERS'  
**CANCER BENEFIT  
PROGRAM**

ACCG

GEORGIA MUNICIPAL ASSOCIATION



## 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).**



## GMA - GIRMA Firefighters' Cancer Benefit Program Proposal for Coverage

**Effective Date: January 1, 2018**

**Anniversary Date: January 1**

**City Name: City of Monroe**

**City FCC ID Number: 0000161**

**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.**

<b>Component 1: Lump Sum Cancer Benefit – All Firefighters</b>	
Maximum Benefit each diagnosis:	\$6,250 (less severe forms of cancer)
	\$25,000 (severe forms of cancer)
Lifetime Benefit per firefighter:	\$50,000
<b>Lump Sum Cancer Benefit Only - Estimated Annual Premium for All Firefighters:</b>	<b>\$3,633</b>
<b>Component 2: Long-Term Disability (Income Replacement)</b>	
<b>Employed Firefighters</b>	
Monthly benefit:	60% of pre-disability firefighter earnings
Maximum monthly benefit per firefighter:	\$5,000
<b>Estimated Annual Premium for Employed Firefighters:</b>	<b>\$2,154</b>
<b>Volunteer Firefighters</b>	
Monthly Benefit per firefighter:	\$1,500
<b>Estimated Annual Premium for Volunteer Firefighters:</b>	<b>\$0</b>
<b>Long-Term Disability Only (Income Replacement) – Estimated Annual Premium for All Firefighters:</b>	<b>\$2,154</b>
<b>Estimated Annual Premium for Components 1 &amp; 2: Lump Sum Cancer Benefit + Long Term Disability (Income Replacement):</b>	<b>\$5,787</b>

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).

Item # 3

10/19/2017

**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 Form.**

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: <ul style="list-style-type: none"> <li>• Property liability</li> <li>• Automobile physical damage and liability</li> <li>• Law enforcement liability</li> <li>• General liability</li> <li>• Public official liability</li> <li>• Employee benefits liability</li> <li>• Fidelity (including crime and all bonds) liability</li> <li>• Data and network security liability</li> </ul>	<ul style="list-style-type: none"> <li>• Firefighter Cancer lump sum and disability coverage required by Georgia House Bill 146, 2016-2017 Regular Session</li> <li>• Coverage is fully insured by Hartford Insurance</li> </ul>

The [Name of Prospective Member Entity] \_\_\_\_\_ elects to join [choose one or both] \_\_\_ Fund A \_\_\_ 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.

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Authorized Signer: \_\_\_\_\_

**A 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 Public Entity of \_\_\_\_\_ ("Public Entity"), located in \_\_\_\_\_ 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 authority of Public Entity 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 authority of Public Entity 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 authority of Public Entity:

1. The [Insert title of Chief Officer] of Public Entity 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.

3. The commencement of operations and the continuing operations of GIRMA and the obligation of Public Entity to fully participate in such operations shall be effectuated in accordance with the intergovernmental contract and bylaws and the Fund Election Form.
4. The [Insert title of Chief Officer] of Public Entity is designated as Public Entity'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. Public Entity 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 20 \_\_\_\_\_.

\_\_\_\_\_  
(Name of Public Entity)

By: \_\_\_\_\_,

[Print Name of Person Authorized to Sign Resolutions, Title]

Attest: \_\_\_\_\_,

[Print Name of Person Authorized to Attest, Title]

## **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.

Lump Sum Cancer Benefit Only\* OR

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 \_\_\_\_\_ [Name of Participating Employer], \_\_\_\_\_  
County, Georgia, I submit this Application and Participation Agreement and agree to its terms.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

---

APPROVED BY GIRMA PROGRAM ADMINISTRATOR: \_\_\_\_\_, Date: \_\_\_\_\_

EFFECTIVE DATE OF COVERAGE: \_\_\_\_\_

## Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

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 \_\_\_\_\_ [Name of Prospective Member Entity] (“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.

Item # 3

## Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

**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.

Item # 3

## Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

**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.

## Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

**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.

## Georgia Interlocal Risk Management Agency Amended and Restated Intergovernmental Contract

**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.

Item # 3

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 \_\_\_\_\_ (Name of New Member), this day of \_\_\_\_\_, 20\_\_, by the duly authorized officer whose signature appears below.

\_\_\_\_\_  
(Name of New Member)

\_\_\_\_\_  
(Authorized Signature/title)

\_\_\_\_\_  
Witness/title

(Entity Seal - Printed)

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

**Revised and Adopted March 16, 2016**



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**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. IAny 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.