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# AGENDA

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**BOARD OF COMMISSIONERS  
OF  
OCONEE COUNTY, GEORGIA  
Tuesday, June 25, 2019  
Commission Meeting Chambers  
Oconee County Courthouse  
6:00 PM**

- 1. Approval of Agenda**
- 2. Statements and Remarks from Citizens**
- 3. Statements and Remarks from Commissioners**
- 4. Resolutions, Ordinances, Policies, Etc.**
  - 1) Schedule Public Hearing for Text Amendments of the Unified Development Code, Article 4 and Article 5 - Guy Herring.
- 5. Personnel Matters**
  - 1) Discuss Land Use and Transportation Planning Committee.
- 6. Contracts, Awarding Bids, Purchases, Etc.**
  - 1) Discuss FY20 Public Defender Indigent Services Agreement with a term to begin July 1, 2019 and expire June 30, 2020 - Wes Geddings.
  - 2) Discuss and Consider FY20 Family Connection Contract - Amanda Davis, Oconee Area Resource Council.
  - 3) Discuss FY20 Property and Liability Insurance Proposal from ACCG-IRMA (Association County Commissioners of Georgia - Interlocal Risk Management Agency).
- 7. Rights-of-Way and Easements**
  - 1) Discuss Acceptance of Right-of-Way Deed for Value Added Concepts, LLC, to Oconee County, 0.51 Acres, as shown on survey entitled "Final Plat for Value Added Concepts, LLC" dated January 16, 2019 - Guy Herring.

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

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OCONEE COUNTY, GEORGIA  
Tuesday, June 25, 2019  
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6:00 PM**

**8. Budget Items**

- 1) Authorization to Amend and Revise the FY2019 Budget - Wes Geddings.

**9. County-wide Matters**

- 1) Approval/Authorization for Declaration of Taking Condemnation proceedings for the property of Dickens Farms, Inc. 74,466 square feet of Permanent Utility Easement, 73,891 square feet of 24-month Temporary Construction Easement, and 12,242 square feet of Access Easement, 239th G.M. District of Oconee County, 1790 Mars Hill Road, Parcel B04 040, Zoning A-1, Amount \$50,315. Subject to approval as to form by the County Attorney.

**10. Executive Session to discuss land acquisition, personnel matters and/or potential litigation (if needed)**

**11. Adjourn**

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

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

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

**WITNESSETH:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **ARTICLE 1**

### **STATUTORY PERSONNEL**

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

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

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

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

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

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

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

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

## **Article 2**

### **ADDITIONAL PERSONNEL AND SERVICES**

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

### ARTICLE 3

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

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

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

## ARTICLE 4

### OPTIONAL PROVISIONS

(RESERVED)

## ARTICLE 5

### MISCELLANEOUS

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

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

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

**Section 5.04 Cooperation, dispute resolution and jurisdiction.**

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

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

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

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

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

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

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

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

Unified Government of Athens-Clarke County:

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

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

**Section 5.07 Termination.**

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

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

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

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

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

**Section 5.08 Cooperation in transition of services.**

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

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

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

**Section 5.10 Time.** Time is of the essence.

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

Unified Government of  
Athens-Clarke County

BY: \_\_\_\_\_  
Kelly Girtz, Mayor

ATTEST:

\_\_\_\_\_  
Clerk

Oconee County Board  
of Commissioners

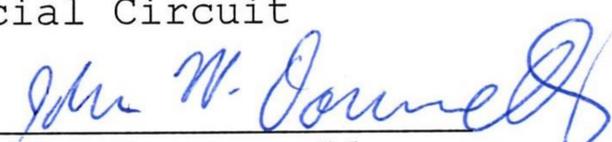
BY: *John Daniell*  
John Daniell  
Chairman

ATTEST:

*Kelly Hays*  
Clerk



Circuit Public Defender  
Office of Western  
Judicial Circuit

BY:   
John W. Donnelly  
Circuit Public Defender

ATTEST:



Consented to:

Georgia Public Defender  
Council

BY: \_\_\_\_\_  
Jimmonique Rodgers  
Interim Director

ATTEST:

\_\_\_\_\_

## ATTACHMENT A

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

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

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

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

**SERVICES TO BE PROVIDED BY THE CIRCUIT PUBLIC DEFENDER OFFICE:**

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

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

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

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

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

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

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

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

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

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

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

#### **PAYMENT FOR ADDITIONAL SERVICES**

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

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

ATTACHMENT B "ADMINISTRATIVE COSTS"

Administrative Costs

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

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

**ATTACHMENT "C"**

**CONTRACT TOTALS**

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

**FAMILY CONNECTION FY 2020 CONTRACT  
CONTRACT TRANSMITTAL**

**TO: County Family Connection Fiscal Agent**

Thank you for accepting the challenge and opportunity to achieve results for Georgia's children and families through implementation of your Family Connection Collaborative plan. The FY 2020 Family Connection contract (July 1, 2019 to June 30, 2020) is attached.

**The Department of Human Services requires the contract to be signed and returned prior to June 30 to have an effective date of July 1. Failure to meet this requirement will result in a change of the start date of your contract.**

To execute the contract please do the following:

1. **Verify the following items: (If corrections are needed, please mark through error and write in blue ink the correction needed. We will correct our data base after receipt of your signed contract.)**
  - a. That your organization's name and legal address are correct in Paragraph 101.
  - b. That your organization's Federal Employer Identification (FEI) is correct on page 1.
  - c. That your organization's fiscal year end date (as used to determine due dates for audits) is correct on page 1.
  - d. That your organization's name and address for mailing purposes, along with your telephone number, fax and email, are correct in Paragraph 103 A.2. And B.
2. **Print one copy of the contract file. Scanned or electronic copies are not acceptable.**
  - a. Ensure that the individual(s) with legal authority for signing on behalf of the entity listed on the first page of the contract signs the document. Ensure signature is witnessed as required.
  - b. Ensure that Annex D, Business Associate Agreement, is completed and signed on page 9 of Annex D. Annex D-1 should have N/A on the first line and Annex D-2 must be initialed by the signer of the contract on the 1<sup>st</sup> line signifying the Contractor does not need any user accounts to access the Department of Human Services Protected Health Information Systems.
  - c. Ensure that Annex E, Contractor Affidavit, is signed and notarized. Failure to complete Annex E will result in the contract package being returned and delay your receipt of an executed contract for FY2020.
  - d. Ensure that Annex E, Sub-Contractor, Affidavit is signed and notarized by all entities that are budgeted in Per Diem Fees & Contracts on the FY 2020 Budget Proposal. Failure to complete Annex E, Sub-Contractor Affidavit, if applicable, will result in the delay of your contract being executed until the required Affidavit(s) are received. There is a provision for Claim of Exemption under Option 2 for Sub-Contractor Affidavit compliance. In lieu of the affidavit, individuals with Zero (0) Employees may submit a copy of their state issued driver's license or identification card along with a signed and complete exemption letter which may be attached to the contract in lieu of a Sub-Contractor Affidavit. The exemption letter is attached.
3. **Mail one contract with original signatures and names and titles, etc. to:**

Linda Lunsford  
Georgia Family Connection Partnership  
235 Peachtree Street - Suite 1600  
Atlanta, GA 30303 - 1422

After the contract is finalized, a copy of the executed contract, signed by the Department of Human Services, will be returned to you by electronic email along with report requirements.

**The Department of Human Services is changing their payment policy. All payments over \$5,000 must be paid by direct deposit. If you are not currently enrolled with the State's Vendor Management System to receive payment by ACH you must complete a Vendor Form, attach a voided check and return along with your signed contract.**

If you need assistance, please email [lunsford@gafcp.org](mailto:lunsford@gafcp.org) or call Linda Lunsford at 404.527.7394.



**Brian Kemp, Governor**

**Robyn A Crittenden, Commissioner**

Georgia Department of Human Services • Office of Procurement & Contracts  
Two Peachtree Street, NW • Suite 27-257 • Atlanta, GA 30303 • 404-656-6270

June 3, 2019

**Contractor Name:** \_\_\_\_\_

RE: Security and Immigration Compliance – Purchase of Services \$2,499.99 or More

Dear Sir or Madam:

Effective July 1, 2013, DHS, among other public employers in Georgia, is required to ensure that its Contractors comply with the provisions of Title 13, Chapter 10, Article 3 titled Security and Immigration Compliance. See Senate Bill 160 at <http://www.legis.ga.gov/Legislation/en-US/display/20132014/SB/160>.

Accordingly, DHS is required to obtain the sworn affidavit herein provided for purchases of services which exceed \$2,499.99. The Contractor's representative must complete the information in the spaces provided on the form titled "Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)" and sign on behalf of the Contractor in the presence of a notary public.

Return the Contractor Affidavit to my attention by e-mail at \_\_\_\_\_ or fax to \_\_\_\_\_. The Subcontractor and Sub-subcontractor Affidavits should not be returned. They are to be used by you as the Contractor. If additional copies of the forms are needed, they can be found at [http://www.audits.ga.gov/NALGAD/section\\_3\\_affidavits.html](http://www.audits.ga.gov/NALGAD/section_3_affidavits.html). Again, do not return the Subcontractor and Sub-subcontractor Affidavits.

If you are an individual or Contractor claiming an exemption from the requirements of Title 13, Chapter 10, Article 3, please indicate below, sign, date and return this letter to my attention with a copy of your driver's license.

Please return the required documents immediately to permit DHS to report compliance in a timely manner. Questions concerning compliance with or exemption from Title 13, Chapter 10, Article 3 must be directed to your legal advisor. We appreciate your prompt consideration of this matter.

Respectfully,

**Claim of Exemption (check only 1, if applicable)**

\_\_\_\_ **Option 1: Applies only to Attorneys, Pharmacists, Certified Public Accountants**

As an individual (non-entity) Contractor who is licensed pursuant to the Official Code of Georgia, Annotated (O.C.G.A.) Title 26 (Pharmacists) or Title 43 (Certified Public Accountants) or by the State Bar of Georgia (Attorneys), in good standing, and who has contracted with DHS to render such licensed professional services, I am exempt from providing the affidavit required by O.C.G.A. Title 13, Chapter 10, Article 3.

\_\_\_\_ **Option 2: Applies only to Individuals with Zero (0) Employees**

As a Contractor who has zero (0) employees and has no intent to hire employees during the project period, in lieu of the affidavit required by O.C.G.A. 13-10-91(b), I am submitting a copy of my state issued driver's license or identification card. The driver's license or identification card is issued by a state that verifies lawful immigration status prior to issuance.

\_\_\_\_ Copy of Driver's License or Identification Card is Attached for Option 2 (*not needed for Option 1*).

\_\_\_\_\_  
Individual's Printed Name

\_\_\_\_\_  
Individual's Signature

\_\_\_\_\_  
Date Signed

Attachments: Contractor, Subcontractor and Sub-Subcontractor Affidavit Forms

Rev 1/2/2015-agb

**STATE OF GEORGIA  
DEPARTMENT OF HUMAN SERVICES  
CONTRACT**

DEPARTMENT ADMINISTRATIVE INFORMATION:

DHS CONTRACT #42700-93-\_\_\_\_\_

Expense X

**Total Obligation: \$50,000.00**

Contractor's FEI #: 58-6000871  
Contractor's FY End Date: **JUNE 30**  
Contractor's Entity Type: Local Government  
Sub-recipient: N DUNS #: N/A  
Vendor: Y

Federal: \$ \_\_\_\_\_  
State: \$ 50,000.00  
Match: \$ \_\_\_\_\_

NIGP Code: 95259  
Equip. Inv. Locator #: \_\_\_\_\_  
CFDA #: \_\_\_\_\_

**SECTION I GENERAL CONTRACT PROVISIONS:**

**SECTION IA**

**PARA #101 CONTRACT BETWEEN:**

(101) 4/1/13

This Contract is made and entered into by and between the **Department of Human Services**, (responsibilities and obligations pursuant to this Contract will be performed by the Department's division/office identified above and by the sub-unit and individuals identified in Paragraph #103 of this Contract), an agency of the State of Georgia legally empowered to contract pursuant to the Official Code of Georgia Annotated, Section 49-2-1 and as otherwise identified in Section II of this Contract (if applicable), and hereinafter referred to as the "Department " or "DHS";

AND

**OCONEE COUNTY BOARD OF COMMISSIONERS**

23 North Main Street  
Watkinsville, GA 30677-0004

legally empowered to contract pursuant to the laws of the State of Georgia, and hereinafter referred to as the "Contractor".

This Contract is deemed to be made under and shall be construed and enforced in every respect according to the laws of the State of Georgia. Any lawsuit or other action based on a claim arising from this Contract shall be brought in a court or other forum of competent jurisdiction within Fulton County, State of Georgia.

Nothing contained in this Contract shall be construed to constitute the Contractor or any of its employees, agents, or subcontractors as a partner, employee, or agent of the Department, nor shall either party to this Contract have any authority to bind the other in any respect, it being intended that each shall remain an independent contractor.

This Contract or any performance required by it shall not be assigned, transferred, or delegated to another party without the express prior written consent of the Department.

**PARA #102 PERIOD OF CONTRACT:**

(102) 4/1/13

This Contract has an effective beginning date of the 1<sup>st</sup> day of July, 2019, and shall terminate on the 30<sup>th</sup> day of June, 2020, unless terminated earlier in accordance with the applicable terms and conditions.

**PARA #103 DEPARTMENT AND CONTRACTOR CONTACT INFORMATION:**

(103) 4/6/2016

A. Mailing Addresses:

The mailing addresses, telephone numbers, and contact persons listed below for the Department and the Contractor may be changed during the term of this Contract by written notification to the other party by the Department's division or office representatives or by the Contractor.

1. The Department's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract, except as otherwise indicated, are:

Georgia Family Connection Partnership, Inc.  
Attn: Linda Lunsford  
235 Peachtree Street, Suite 1600  
Atlanta, Georgia 30303-1422  
Telephone #: 404-527-7394  
Fax#: 404-527-7443

Georgia Department of Human Services  
Attn: Joy Walker  
Two Peachtree Street, N.W., Suite 27.214  
Atlanta, Georgia 30303-3142  
Telephone #: 404-656-4861  
Fax #: 404-463-2454

2. The Contractor's mailing address and telephone number for correspondence, reports, and other matters relative to this Contract are:

Oconee County Board of Commissioners  
Attn: Kathy Hayes, County Clerk  
P.O. Box 145  
Watkinsville, GA 30677-0004  
Telephone #: 706.769.5120  
Fax #: (706) 769-0705  
E-mail: khayes@oconee.ga.us

B. Mailing Address for Contract Payments:

The Contractor's mailing address for all contract payment checks or remittance advice (for electronic funds transfer only) is:

Oconee County Board of Commissioners  
P.O. Box 145  
Watkinsville, GA 30677-0004

**PARA #104 NONDISCRIMINATION BY CONTRACTOR AND SUBCONTRACTOR:**

(104A) 03/07/18

- A. **NONDISCRIMINATION IN EMPLOYMENT PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in employment practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Nondiscrimination in employment practices is applicable to employees, applicants for employment, promotions, demotions, dismissal, and other elements affecting employment/employees.
- B. **NONDISCRIMINATION IN SERVICE PRACTICES:** The Contractor agrees to comply with federal and state laws, rules and regulations, and the Department's policy relative to nondiscrimination in consumer/customer/client and consumer/customer/client service practices on the basis of political affiliation, religion, race, color, sex, sexual orientation, gender identity, disability, age, creed, veteran status or national origin. Neither shall any individual be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity conducted or supported by the Department.
- C. **COMPLIANCE WITH APPLICABLE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT:** The Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA) and any relevant federal and state laws, rules and regulations regarding employment practices toward individuals with disabilities and the availability/accessibility of programs, activities, or services for consumers/customers/clients with disabilities.
- D. **CONTRACTOR'S OBLIGATIONS REGARDING SUBCONTRACTORS:** The Contractor agrees to require any Subcontractor performing services funded through this Contract to comply with all provisions of the federal and state laws, rules, regulations and policies described in this paragraph.

**PARA #105 CONFIDENTIALITY:**

(105) 03/09/16

The Contractor agrees to abide by all state and federal laws, rules and regulations, and DHS policy and procedures on respecting confidentiality of an individual's records. The Contractor will not disclose any confidential or protected information obtained in any way from the Department without the express written authorization from the Department. The Contractor agrees to notify the Department within one (1) business day of receipt of a request for records under the Georgia Open Records Act, a subpoena, court order, or request for production of documents seeking confidential information concerning DHS customers or clients.

The parties hereto acknowledge that some material and information that may come into their possession or knowledge in connection with this Contract, or the performance hereof, may consist of confidential and private information, the disclosure of which to or use by third parties may be damaging. The parties therefore agree to hold such material and information in strictest confidence, not to make use thereof other than as is necessary for performance of this Contract, and not to release or disclose any information to any other party except as may be required by law. Each party hereby expressly agrees to immediately remove any such party's employees or subcontractors from performing any work in connection with this Contract upon the other party giving notice that such employee or subcontractor has failed to meet the confidentiality obligations or standards of this Contract.

Some services performed for the Department may require that Contractor sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

**PARA #106 CONFLICT OF INTEREST:**

(106FC) 03/07/18\*

- A. The Contractor and the Department certify that the provisions of the O.C.G.A. §§ 45-10-20 through 45-10-29, as amended, and O.C.G.A. §§ 45-10-40 and 45-10-41, which prohibit and regulate certain transactions between certain state officials or employees and the State of Georgia, have not been violated and will not be violated in any respect.
- B. Notwithstanding item A above, the following will apply to the Chair of the county Family Connection Collaborative and the Coordinator or Executive Director respectively:
  - (1) Any individual named as Chair of the county Family Connection Collaborative shall not be running for office or be an elected official of any federal, state, or local government entity; nor shall he or she be the employee of the Contractor (i.e., county Family Connection Fiscal Agent) during the term of this Contract.
  - (2) Any individual named as a coordinator or executive director and is compensated in the performance of this Contract shall not be running for office or be an elected official of any federal, state, or local government entity during the term of this Contract. Neither shall he or she be the spouse or immediate relative (as defined by Georgia statute) of anyone serving in a supervisory role regarding the administration of this Contract by the Contractor (i.e., county Family Connection Fiscal Agent).

**PARA #107 CONTRACT MODIFICATION/ALTERATION:**

(107) 03/07/18

- A. No modification or alteration of this Contract, except for DHS's administrative changes to the Contract or budget revisions which do not increase or decrease the total dollar value of the Contract (such as the addition of an equipment line item or real estate rental) which have been approved in advance by the Department, will be valid or effective unless such modification is made in writing and signed by both parties and affixed to this Contract as an amendment indicating the DHS contract number involved, the original contracting parties and the original effective date of the Contract and the paragraph(s) being modified or superseded, except as stated in subparagraph B immediately below.
- B. In the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia, or the Congress of the United States of America) are reduced during the term of this Contract, the Department has the absolute right to make financial and other adjustments to this Contract and to notify the Contractor accordingly. Such adjustment(s) may require a contract amendment including, but not limited to, a termination of the Contract. The certification by the Commissioner of the Department of the occurrence of either of the reductions stated above shall be conclusive.

**PARA #108 DEPARTMENT'S RIGHT TO SUSPEND CONTRACT:**

(108) 03/07/18

The Department reserves the right to suspend the Contract in whole or in part in the event that the Department in its sole discretion initiates an investigation into the performance and delivery of services by Contractor or in good faith determines that there is a likelihood that the Contractor is failing to comply with the quality of services or the specific completion schedule of its duties under the Contract and/or to require further proof of reimbursable expenses prior to payment thereof, and/or to require improvement in the programmatic performance or service delivery.

**PARA #109 SEVERABILITY:**

(109) 03/07/18

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

**PARA #110 TERMINATION:**

(110) 03/07/18

- A. **DUE TO NON-AVAILABILITY OF FUNDS:** Notwithstanding any other provision of this Contract, in the event that either of the sources of reimbursement for services under this Contract (appropriations from the General Assembly of the State of Georgia or the Congress of the United States of America) no longer exist or in the event the sum of all obligations of the Department incurred under this and all other contracts entered into for this program exceeds the balance of such contract sources, then this Contract shall immediately terminate without further obligation of the Department as of that moment. The certification by the Commissioner of the Department of the occurrence of either of the events stated above shall be conclusive.
- B. **DUE TO DEFAULT OR FOR CAUSE:** This Contract may be terminated for cause, in whole or in part, at any time by the Department for failure of the Contractor to perform any of the provisions hereof. Should the Department exercise its right to terminate this Contract under the provisions of this paragraph, the termination shall be accomplished in writing and specify the reason and termination date. The Contractor will be required to submit the final contract expenditure report not later than forty-five (45) days after the effective date of written notice of termination. Upon termination of this Contract, the Contractor shall not incur any new obligations after the effective date of the termination and shall cancel as many outstanding obligations as possible. The above remedies are in addition to any other remedies provided by law or the terms of this Contract.
- C. **FOR CONVENIENCE:** This Contract may be cancelled or terminated by either of the parties without cause. This Contract may be terminated by the Contractor for any reason upon sixty (60) days prior written notice to the Department. This Contract may be terminated by the Department for any reason upon thirty (30) days prior written notice to the Contractor.
- D. **IMMEDIATE TERMINATION:** Notwithstanding any other provision of this Contract, the Department may terminate this Contract if any of the following events occur:
  - (1) Contractor becomes insolvent or liquidation or dissolution or a sale of the Contractor's assets begins.
  - (2) Contractor or any subcontractor violates or fails to comply with any applicable provision of federal or state law or regulation.
  - (3) Contractor or any subcontractor knowingly provides fraudulent, misleading or misrepresentative information to any consumer/customer/client of the Department or to the Department.
  - (4) Contractor has exhibited an inability to meet its financial or services obligations under this Contract.
  - (5) A voluntary or involuntary bankruptcy petition is filed by or against the Contractor under the U.S. Bankruptcy Code or any similar petition under any state insolvency law.
  - (6) An assignment is made by the Contractor for the benefit of creditors.
  - (7) A proceeding for the appointment of a receiver, custodian, trustee, or similar agent is initiated with respect to the Contractor.
  - (8) The Department deems that such termination is necessary if the Contractor or any subcontractor fails to protect or potentially threatens the health or safety of any consumer/customer/client and/or to prevent or protect against fraud or otherwise protect the State of Georgia's personnel, consumers/customers/clients, facilities, or services.
  - (9) Contractor is debarred or suspended from performing services on any public contracts and/or subject to exclusion from participation in the Medicaid or Medicare programs.
  - (10) Contractor loses or has any license, certification or accreditation sanctioned that is required by this Contract or state and federal laws.

**PARA #111 COOPERATION IN TRANSITION OF SERVICES:**

(111) 01/01/15

Contractor agrees upon termination of this Contract, in whole or in part, for any reason that it will cooperate as requested by the Department to effectuate the smooth and reasonable transition of the care and services for consumers/customers/clients as directed by the Department. This will include, but not be limited to, the transfer of the consumer/customer/client records, database access codes or passwords and any and all other means necessary to transfer and access electronic data, personal belongings, and funds of all consumers/customers/clients as directed by the Department. Contractor further agrees that should it go out of business and/or cease to operate, all records of consumers/customers/clients served pursuant to this Contract shall be transferred by the Contractor to the Department immediately and shall become the property of the Department. Unless otherwise specified in this Contract, Contractor shall effectuate and accomplish transition at no cost to the Department.

**PARA #112 FORCE MAJEURE:**

(112) 01/06/16

Each party will be excused from performance under this Contract to the extent that it is prevented from performing, in whole or in substantial part, due to delays caused by an act of God, civil disturbance, civil or military authority, war, court order, acts of public enemy, and such nonperformance will not be default under this Contract nor a basis for termination for cause. Nothing in this paragraph shall be deemed to relieve the Contractor from its liability for work performed by any subcontractor. If the services to be provided to the Department are interrupted by a force majeure event, the Department will be entitled to an equitable adjustment to the fees and other payments due under this Contract.

**PARA #113 ACCESS TO RECORDS AND INVESTIGATION:**

(113) 04/01/13

- A. The State and federal government and the Department shall have full and complete access to all consumer/customer/client records, administrative records, financial records, pertinent books, documents, papers, correspondence, including e-mails, management reports, memoranda, and any other records of the Contractor and subcontractor (collectively, "records") for the purpose of conducting or reviewing audit examinations, excerpts, and transcripts. Contractor and subcontractor record retention requirements are seven years from submission of final expenditure report. If any litigation, claim, or audit is started before the expiration of the seven-year period, Contractor shall retain records for seven years after all litigations, claims, or audit findings involving the records have been resolved.
- B. The Contractor agrees that the DHS Office of Inspector General, upon the request of the Commissioner or his designee, has full authority to investigate any allegation of misconduct in performance of duties arising from this Contract made against an employee or agent of the Contractor. The Contractor agrees to cooperate fully in such investigations by providing the Office of Inspector General full access to its records and by allowing its employees and agents to be interviewed during such investigations.
- C. The Department shall have the right to monitor and inspect the operations of the Contractor and any subcontractor for compliance with the provisions of this Contract and all applicable federal and state laws and regulations, with or without notice, at any time during the term of this Contract. The Contractor agrees to cooperate fully with these monitoring and inspection activities. Such monitoring and inspection activities may include, without limitation, on-site health and safety inspections, financial and behavioral health/clinical audits, review of any records developed directly or indirectly as a result of this Contract, review of management systems, policies and procedures, review of service authorization and utilization activities, and review of any other areas, activities or materials relevant to or pertaining to this Contract. The Department will provide the Contractor with a report of any findings and recommendations and may require the Contractor to develop corrective action plans as appropriate. Such corrective action plans may include requiring the Contractor to make changes in service authorization, utilization practices, and/or any activity deemed necessary by the Department.
- D. The Contractor agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of the Georgia State Auditor or other authorized federal or state agency. Contractor shall preserve and make available its records for a period of seven years from the date of final payment under this Contract and for such period, if any, as is required by applicable statute, or by any other paragraph of this Contract. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of seven years from the date of any resulting final settlement. Records that relate to appeals, litigation, or the settlements of claims arising out of the performance of this Contract, or costs and expenses of any such agreement as to which exception has been taken by the State Auditor, other authorized federal or state agency, or any of their authorized representatives, shall be retained for a period of seven years by Contractor after such appeals, litigation, claims, or exceptions have been resolved.

**PARA #114 COLLECTION OF AUDIT EXCEPTIONS:**

(114A) 03/07/18

The Contractor agrees that the Department may withhold net payments equal to the amount which has been identified by an audit, notwithstanding the fact that such audit exception is made against a prior or current contract or subcontract. The Contractor may also repay the Department for the total exception by certified funds.

**PARA #115 DEPARTMENT APPROVAL OF SUBCONTRACTS:**

(115A) 03/07/18

Any subcontracts or delegation of the authority herein will be submitted to the Department for approval prior to execution and any such approval given shall be in writing. The Contractor specifically agrees to be responsible for the performance of any subcontractor or other duties delegated and all provisions of this Contract. The Contractor will ensure that the subcontractor both understands and abides by all pertinent provisions of the Contract and regulations applicable to the subcontractor. The Contractor agrees to reimburse the Department for any federal or state audit disallowances arising from the subcontractor's performance or non-performance of duties under this Contract which are delegated to the subcontractor. The Department's Division/Office directors and their program officers/directors are the Department's approving authority for subcontracts and delegation of authority.

**PARA #116 PUBLICITY:**

(116) 01/01/15

Contractors must ensure that any publicity given to the program or services provided herein identifies the Department as a sponsoring agency. Publicity materials include, but are not limited to, signs, notices, information pamphlets, press releases, brochures, radio or television announcements, or similar information prepared by or for the Contractor. Prior written approval for the materials must be

received from the Department's managing programmatic division/office. All media and public information materials must also be approved by the Commissioner's Office of Legislative Affairs and Communications. In addition, the Contractor shall not display the Department's name or logo in any manner, including, but not limited to, display on Contractor's letterhead or physical plant, without the prior written authorization of the Commissioner of the Department.

**PARA #117 INVENTIONS, PATENTS, COPYRIGHTS, INTANGIBLE PROPERTY AND PUBLICATIONS:**

(117A) 03/07/18

Any documents or other material prepared, purchased or in the process of being prepared or purchased by Contractor in connection with Contractor's performance of the Services shall be deemed property of the Department and all right, title, license and ownership interest in any such documents or license shall vest in the Department immediately upon their creation or purchase and Contractor further agrees to execute any and all documents or to take any additional actions that may be necessary in the future to fully effectuate this provision.

- A. **INVENTIONS AND PATENTS:** The Contractor agrees if patentable items, patent rights, processes, or inventions are produced in the course of work supported and funded by this Contract, to report such facts in writing promptly and fully to the Department. The Department and any federal agency(ies) which provides the Department funding to support the operations of the Contract shall determine whether protection of the invention or discovery shall be sought. The Department and such federal agency(ies) will also determine how the rights to the invention or discovery, including rights under any patent issued thereon, shall be allocated and administered in order to protect the public interest consistent with Government Patent Policy.
- B. **COPYRIGHTS:** The Department is free to copyright any books, publications, or other copyrightable materials developed in the course of, or under this Contract. Should any copyright materials be produced as a result of this Contract, the Department and any federal agency(ies) which provides the Department funding to support the operations of the Contract shall have the right to exploit such materials as allowed under the copyright laws applicable during the term of this Contract. The Department may, in its sole discretion, allow for the author of such material to retain a portion or all ownership interest in the work. Any such authority regarding ownership shall be in writing and signed by both parties. The Parties further agree that the Department and Contractor retain all their respective ownership rights to any previously copyrighted materials which are employed in the performance of the Contract and that no Party obtains any right, title or interest in such other Party's works.
- C. **PUBLICATIONS:** All publications, including pamphlets, art work, and reports shall be submitted to the Department electronically.
- D. **DESIGNATION OF WORK FOR HIRE OR INVENTION FOR HIRE:** In the event any inventions, patents, or copyrights are developed by the Contractor as a result of Contractor's performance under this Contract the same shall be deemed a work for hire or invention for hire as defined in Title 17 and Title 35 of the United States Code and all ownership interest therein shall be and remain the property of the Department unless, at the sole discretion of the Department, other ownership rights are established in writing between the Contractor and the Department.

**PARA #118 CONSULTANT/STUDY CONTRACT:**

(118) 03/07/18

- A. The Contractor agrees not to release any information, findings, research, reports, recommendations, or other material developed or utilized during or as a result of this Contract until after the information has been provided to the Department, appropriately presented to the Board of Human Services, and made a matter of public record.
- B. The Contractor further agrees that any research, study, review, or analysis of the consumers/customers/clients served under this Contract by any outside individual or organization must be conducted in conformance with 45 CFR part 46, Protection of Human Subjects.
- C. All products developed/collected including raw data, databases, including code specifications, shall be the property of the Department and may be subject to review and validation by the Department prior to completion of study.

**PARA #119 CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENTS:**

(119) 03/07/18

- A. The Contractor agrees to maintain any required city, county and state business licenses and any other special licenses required, prior to and during the performance of this Contract.
- B. The Contractor is responsible to ensure that subcontractors are appropriately licensed.
- C. The Contractor agrees to notify the Department in writing within one (1) business day of the loss or sanction of any license, certification, or accreditation required by this Contract, or by state or federal laws. The Contractor agrees that if it loses or is sanctioned with regard to any license, certification or accreditation required by this Contract or state and federal laws, that this Contract may be terminated immediately in whole or in part.

**PARA #120 DRUG-FREE WORKPLACE:**

(120) 03/07/18

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that it will comply with the Drug-Free Workplace Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.) and that:
  - (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
  - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of O.C.G.A. § 50-24-3".
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
  - (1) The Contractor has made a false certification; or
  - (2) The Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. § 50-24-3 as applicable to entities or O.C.G.A. § 50-24-4 as applicable to individuals.

**PARA #121 DEPARTMENTAL PROHIBITIONS RELATED TO LOBBYING:**

(121C) 03/07/18

Contractor agrees that no part of state funds contained in this Contract shall be used for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television, Internet, or video presentation designed to support or defeat legislation pending before the General Assembly or any committee thereof, or the approval or veto of legislation by the Governor or for any other related purposes.

**PARA #122 CRIMINAL HISTORY INVESTIGATIONS:**

(122A) 03/07/18

- A. For the filling of positions or classes for employment in a position the duties of which involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients rendered under this Contract, the Contractor agrees that applicants selected for such positions shall undergo a criminal history investigation which shall include a fingerprint record check pursuant to the provisions of O.C.G.A. § 49-2-14. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent-Georgia Applicant Processing Services (GAPS) system. Contractors must register with the GAPS at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided on the website.

For positions that do not involve direct care, treatment, custodial responsibilities, or any combination thereof for its clients under this Contract, the Contractor agrees that applicants selected for such positions are required to complete a fingerprint-based State of Georgia background check only. Fingerprint record checks shall be submitted via Live Scan electronic fingerprint technology via the Cogent- GAPS system. Contractors must register with the GAPS at [www.ga.cogentid.com](http://www.ga.cogentid.com) and follow the instructions provided on the website.

- B. Pursuant to O.C.G.A. § 49-2-14, after receiving and reviewing the criminal history report generated through the Cogent-GAPS process, the Department will advise the Contractor if the applicant is eligible or not eligible to provide services to the Department. Said advisement will be accomplished through a fitness determination letter issued by the Department's Office of Inspector General Background Investigations Unit (OIG BIU) within fifteen (15) days of receiving the criminal history record. Circumstances may extend said fifteen (15) days if OIG BIU determines that the applicant's criminal history record needs further review. If it is determined that the applicant is not eligible to provide services to the Department, said applicant will not be eligible to provide services to the Department under any circumstances.
- C. Provisions of paragraphs A and B shall not apply to:
  - (1) Persons employed in day-care centers, group day-care homes, family day-care homes, or child care learning centers which are required to be licensed, registered, or commissioned by the Department or by the Georgia Department of Early Care and Learning; or
  - (2) Personal care homes required to be licensed, permitted, or registered by the Department of Community Health.

**PARA #123 AIDS POLICY:**

(123) 03/07/18

- A. Contractor agrees, as a condition to provision of services to the Department's consumers/customers/clients/patients, not to discriminate against any consumer/customer/client/patient who may have AIDS or be infected with Human Immunodeficiency Virus (HIV). The Contractor is encouraged to provide or cause to be provided appropriate AIDS training to its employees and to seek AIDS technical advice and assistance from the appropriate division or office of the Department, as the Contractor deems

necessary. The Contractor further agrees to refer those consumers/customers/clients/patients requesting additional AIDS related services or information to the appropriate county health department.

- B. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act, Pub. L. 106-430, 114 Stat. 1901, and 29 CFR § 1910.1030. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.
- C. Notwithstanding subparagraph A above, if the Contractor is a county board of health it agrees to comply with the Needlestick Safety and Prevention Act 29 CFR 1910.10307. The board further agrees that in the implementation of the Department's programs it will follow those standard operation procedures developed and identified by the appropriate program division of the Department as applicable to the specific programs and as provided to the board by the program division.

**PARA #124 INDEMNIFICATION:**

(124) 03/07/18

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect and save harmless the State of Georgia (including the State Tort Claims Trust Fund), DHS, DOAS, their officers and employees (collectively "indemnitees") of and from any and all claims, demands, liabilities, losses, costs, or expenses and attorneys' fees caused by, growing out of, or otherwise happening in connection with this Contract due to any act or omission on the part of Contractor, its agents, employees, subcontractors, or others working at the direction of Contractor or on Contractor's behalf, due to the application or violation of any pertinent federal, state or local law, rule or regulation, or due to any breach of this Contract by Contractor (collectively, the "Indemnity Claims").

This indemnification extends to the successors and assigns of the Contractor, and this indemnification and release survives the termination of this Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor.

If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund or any other self-insurance funds maintained by the Department of Administrative Services (collectively, the "Funds"), the Contractor agrees to reimburse the Funds for such funds paid out by the Funds. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Funds, the Contractor and its insurers waive any right of subrogation against the State of Georgia, the Indemnitees, and the Funds and insurers participating thereunder, to the full extent of this indemnification. Contractor shall, at its expense, procure the insurance policies required by this Contract, in coverage amounts as specified in this Contract, with endorsements waiving rights of subrogation against the State, the Indemnitees, the Funds and insurers participating thereunder.

Contractor shall, at its expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnitees. No settlement or compromise of any claim, loss or damage asserted against Indemnitees shall be binding upon Indemnitees unless expressly approved by the Indemnitees.

Except as otherwise provided, nothing in this Contract shall limit Contractor's indemnification liability arising from claims brought by any third party against the Department and the state.

**PARA #125 PROPERTY MANAGEMENT REQUIREMENTS:**

(125A) 03/07/18

The Contractor agrees:

- A. That all non-expendable personal property purchased, in total or in part, with funds received from the Department during the term of this Contract is property of the State of Georgia and the Department and is subject to the rules and regulations of the Department throughout the life and disposition of said property. Said property cannot be transferred or otherwise disposed of without prior written approval of the DHS Office of Facilities and Support Services, (OFSS) Asset Management Unit.
- B. To adhere to all policies and procedures as promulgated in the DHS Manual 1460: Personal, Property Management, which are by reference made a part of this Contract. Contractor understands that the requirements for inventory of property (at least every two years) and a control system to safeguard against loss, damage or theft as contained in the property manual shall be followed.
- C. That property records shall be maintained accurately and reported on DHS Form #5111, Detailed Equipment Listing, within thirty (30) days after acquisition of such property. Once the #5111 form is complete and returned to the appropriate DHS Division/Office, it will then be forwarded to the Office of Facilities and Support Service Asset Management Unit indicated below:

Office of Facilities and Support Services  
Attn: Sharon Burrow  
2 Peachtree Street NW, 28<sup>th</sup> Floor  
Atlanta, Georgia 30303-3142  
[ofssassetmanagementunit@dhs.ga.gov](mailto:ofssassetmanagementunit@dhs.ga.gov)

For any Department owned vehicles operated under this Contract, the Contractor will adhere to procedures detailed in the DHS Transportation Manual. Vehicle utilization information will be submitted as requested by the OFSS Transportation Services Section. The Contractor will utilize Department required systems to input data related to the vehicle as directed.

- D. In the event that Contract is terminated prior to expiration or is not renewed, Contractor agrees to properly dispose of all state property as follows:
- (1) Prepare Property Transfer Form listing all state equipment in the Contractor's possession and send this form to the Department (Division property coordinator or other Division designee, i.e., Regional Coordinator) for final disposal determination. For any Department owned vehicles and as directed by the OFSS Transportation Contractors will utilize the Department of Administrative Services Asset Works system to complete the appropriate disposal process.
  - (2) Upon notification by the Office of Facilities and Support Services, Asset Management Unit, Contractor agrees to coordinate with the appropriate DHS Division or Office property coordinator to properly dispose of the property following the guidance provided by the Georgia Department of Administrative Services policy. Expenses incurred by the Contractor in the disposition of equipment may be charged to the terminated Contract. For any Department owned vehicles operated under this Contract, upon notification by OFSS Transportation Services Section, the Contractor agrees to complete the appropriate disposal method in the Asset Works system as determined by the Department. All expenses incurred related to the disposal are the responsibility of the Contractor.

The Division property coordinator will confirm, by written notification to the Office of Facilities and Support Services Asset Management Unit, that all surplus property listed on the completed Property Transfer Form has received proper disposition.

**PARA #126 INDEPENDENT CONTRACTOR RELATIONSHIP:**

(126) 01/06/16

In its relationship with the Department and the state and for purposes of performing any services assigned under this Contract, Contractor warrants that Contractor is an independent contractor. Contractor shall therefore be responsible for compliance with all laws, rules, and regulations involving its employees and any subcontractor(s), including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or suppliers shall become or be deemed to become agents, servants, or employees of the Department or the state. This Contract shall not be construed so as to create a partnership or joint venture between Contractor and the state or any of its agencies.

**PARA #127 FUNDING:**

(127) 01/06/16

Notwithstanding any other provision of this Contract, the parties hereto acknowledge that the Department, as an agency of the state of Georgia, is prohibited from pledging the state's credit. In the event that the source of payment for the total obligation no longer exists or is insufficient with respect to the Deliverables, this Contract shall terminate without further obligation of the Department as of that moment. The Department shall remain obligated to pay for Services performed and accepted by the Department prior to such termination. The determination of the Department of the events stated above shall be conclusive.

**SECTION II SPECIAL TERMS AND CONDITIONS:**

**SECTION IIA**

**PARA #201 DEPARTMENT AND CONTRACTOR AGREEMENTS:**

(201) 3/17/03

**WITNESSETH:**

The Department has a need for and desires improvement in the lives of Georgia's children and families through community-based collaboration and planning by the provision of services in a more focused and family-centered environment which positively impacts on child health, child development, academic achievement, family functioning and economic capacity. The Contractor has represented to the Department its desire to continue participation in implementation planning and integrated service delivery to accomplish the above collaboration.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth, it is agreed by and between the parties hereto as follows:

- A. The Contractor agrees:
1. That the proposal, approved by the Department, is by reference made a part of this Contract, and is attached hereto as **Annex A**.
  2. To deliver services at sites as described in **Annex A**.

3. To provide Family Connection activities for and services to children and their families in order to:

- Improve family functioning, including family stability and reduce incidence of child abuse.
- Improve family economic capacity, including job training and employment, housing, and community economic development.
- Improve child health, including birth results, reduce incidence of preventable diseases and disabilities, and improve physical and mental health status.
- Improve child health/development, including prevalence of achieving normal milestones in cognitive, emotional and social development.
- Improve school performance, including entry into school with requisite skills, reduced need for remediation services, and increase attendance and grade progression.

4. To submit quarterly expenditure and programmatic/narrative reports as detailed on **Annexes B and C**.

AND

B. The Department will:

- 1. Provide technical assistance and training to implement and continue a comprehensive, community-based and family-driven service delivery strategy designed to improve the well-being of children and families in community neighborhoods through on-site assistance and regional and statewide training.
- 2. Provide state level administrative and specialized assistance support for Family Connection implementation.
- 3. Identify policy barriers and implement system changes needed to support local Family Connection implementation.
- 4. Ensure facilitators are available to assist Family Connection collaboratives.

**SECTION III:**

**PARA #301 DEPARTMENT PAYMENT TO CONTRACTOR:**

(301C) 03/10/16

The total approved budget for this Contract is \$50,000.00. The Department will make payments to the Contractor based upon reimbursement for expenses incurred which are within the approved budget. Total contract reimbursement for expenses shall not exceed \$50,000.00.

**PARA #302 CONTRACT BUDGET ANNEX:**

(302) 03/07/18

- A. The budget attached to this Contract as **Annex B, Part 1** is made a part of this Contract.
- B. The Contractor agrees that the Department will be provided a cost allocation plan as part of the budget should the Contractor provide any service other than those specified in this Contract.
- C. Any fee or program income generated as a result of this contract activity shall be expended in compliance with the reference indicated below by the (X):

<input type="checkbox"/> Deduction Alternative	<input checked="" type="checkbox"/> Additional Cost Alternative
<input type="checkbox"/> Cost Sharing or Matching Alternative	<input type="checkbox"/> No Fee or Program Income Authorized

**PARA #303 BUDGET LIMITATION:**

(303B) 3/10/16

- A. The budget total may not be exceeded. However, a plus or minus deviation of 20% within budget line items is authorized.
- B. In the event that expenditures for a line item are expected to exceed these limits, a budget revision must be submitted and approved by the Department in advance. Reimbursement will only be made if the budget revision was filed and approved in writing prior to the expenditure of the funds.

**PARA #304 PROGRAMMATIC REPORT:**

(304) 4/1/13

The Contractor agrees to submit a quarterly programmatic/performance statistical report prepared no later than the 15th working day after the end of each quarter. The report form to be used is attached to this Contract as **Annex C, Part 1**. Additionally, the Contractor agrees to submit a quarterly subcontractor report no later than the 15th working day after the end of each quarter during the term of this Contract. The report form to be used is attached to this Contract as **Annex B, Part 2**.

**PARA #305 EXPENDITURE REPORT SUBMISSION:**

(305A) 03/07/18

The Contractor agrees to submit a quarterly expenditure report not later than the 15<sup>th</sup> working day following the end of each quarter. The Contractor further agrees to submit the final supplemental expenditure report on this Contract, if required, not later than forty-five (45) days following the contract termination date. Any reimbursement request submitted after said forty-five (45) days will not be paid by the Department. The report form to be used is attached to this Contract as **Annex B, Part 1**.

**SECTION IV COMPLIANCE WITH SPECIFIC STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS SECTION IV**

**PARA #401 STATE AND FEDERAL LAWS, RULES, REGULATIONS AND STANDARDS:**

(401) 03/07/18

Contractor agrees that all work done as part of this Contract will comply fully with all administrative and other requirements established by applicable federal and state laws, rules and regulations, and assumes responsibility for full compliance with all such laws, rules and regulations, and agrees to fully reimburse the Department for any loss of funds or resources resulting from non-compliance by the Contractor, its staff, agents, or subcontractor as revealed in any subsequent audits. Contractor understands that the following items specifically apply to this Contract, but do not exclude any other applicable federal or state laws or requirements.

- A. The applicable provision concerning Contractor's compliance with the Health Insurance Portability and Accountability Act (HIPAA) is indicated below:

It is understood and agreed that the Department is a "covered entity" as defined by HIPAA of 1996 and the federal "Standards for Privacy of Individually Identifiable Health Information" promulgated thereunder at 45 CFR Parts 160 and 164. Further, it is agreed that as a business associate of the Department that its use or disclosure of any person's protected health information received from or on behalf of the Department will be governed by the Business Associate Agreement, attached hereto as **Annex D** titled, which the Contractor agrees to by signing this Contract and otherwise executing the Business Associate Agreement. Such Business Associate Agreement is executed and is effective simultaneously with this Contract/amendment. However, the Business Associate Agreement will survive this Contract/amendment pursuant to paragraph 10B of the Business Associate Agreement.

- B. **COMPLIANCE WITH SECURITY MANAGEMENT PROCESS:** The Contractor agrees to provide to the DHS Office of Information Technology (OIT) a secure network connection allowing electronic access to all Contractor's facilities that receive, transmit, store or process DHS electronic data. Contractor agrees to provide such connection within five (5) business days of a request from DHS OIT in order for DHS to conduct ongoing risk analysis, risk management and information system activity reviews with regard to security of DHS's electronic data, as defined in the HIPAA Security Rule, 45 CFR § 164.308 (a)(1).
- C. 45 CFR Part 75; as used in this Contract, the word Contractor is synonymous with the word Sub grantee as used in this Code of Federal Regulations.
- D. **COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS AND LOBBYIST REGISTRATION:** The Contractor agrees to comply in all applicable respects with the Governor's Executive Orders concerning ethics matters, including, but not limited to Executive Order dated January 10, 2011 (Establishing a Code of Ethics for Executive Branch Officers and Employees, including provisions governing former officers and employees) and Executive Order dated October 1, 2003 (Providing for the Registration and Disclosure of Lobbyists Employed or Retained by Vendors to State Agencies). In this regard, the Contractor certifies that any lobbyist engaged to provide services has both registered and made the disclosures required by the Executive Orders.
- E. **COMPLIANCE WITH FEDERAL AND STATE IMMIGRATION LAWS:** Contractor agrees that Contractor complies with O.C.G.A. § 13-10-90 *et seq.* regarding security and immigration compliance, and that Contractor has registered with, is authorized to use, uses, and will continue to use the federal work authorization program. Contractor also agrees that throughout the performance of

this Contract, including renewal options, if any, exercised by the Department, Contractor will remain in full compliance with all federal and state immigration laws, including but not limited to O.C.G.A. §13-10-91.

Contractor certifies by signing and providing the sworn affidavit in **Annex E** titled Security and Immigration Affidavits that Contractor will comply with O.C.G.A. §. 13-10-90 *et seq.*, and will certify the same upon the exercise of each renewal option, if any, by the Department. Furthermore, Contractor agrees to include the provisions contained in the foregoing paragraph in each subcontract and sub-subcontract for services hereunder, require and obtain a sworn affidavit in the applicable format set forth in

**Annex E** titled Security and Immigration Affidavits at the initiation of and throughout the Contract period, and retain the affidavit(s) in accordance with the record retention requirements of this Contract.

- F. **ADVANCE FEDERAL AGENCY APPROVAL OF COST:** It is agreed that it shall be the responsibility of the Contractor to request in writing, from the Department, approval of expenditures which require advance federal agency approval. It shall be the responsibility of the Department to acquire written federal agency approval of these requests for advance approval received from the Contractor and to notify the Contractor in writing of the approval. Expenditures requiring advance federal agency approval may not be made by the Contractor prior to receipt of Departmental written notification that federal agency approval has been granted. Department contract budget approval does not constitute previous federal agency and/or Department approval of costs requiring advance federal/state agency approval.
- G. The federal cost principle for determining allowable costs for this Contract is 48 CFR Part 31.2 for contracts with commercial organizations.
- H. Fair Labor Standards Act of 1938, as amended.
- I. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:** (a) This Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by § 828 of the National Defense Authorization Act for Fiscal Year 2013 Pub. L. 112-239 and FAR 3.908 (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in § 3.908 of the Federal Acquisition Regulation. (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.
- J. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. 50-5-85.

**PARA #402 AUDITS AND FINANCIAL REPORTING REQUIREMENTS:**

(402B) 03/07/18

Contractors that expend \$750,000.00 or more in **Federal funds** during their fiscal year agree to have a **single entity-wide audit** conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F, entitled Audit Requirements. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1750 - External Entities Audit Standards and Sanctions.

Contractors expending \$750,000 in Federal Funds and/or more than \$100,000 in **State funds** during their fiscal year agree to have an **entity-wide audit** conducted for that year in accordance with Generally Accepted Auditing Standards issued by the American Institute of Certified Public Accountants. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1750 - External Entities Audit Standards and Sanctions.

Contractors expending at least \$25,000 but less than \$100,000 in **Federal/State funds** during their fiscal year agree to prepare **unaudited entity-wide financial statements** for that year. Assertions concerning the basis of financial statement preparation must be made by the president or other corporate official. For additional information regarding external entities audit standards and sanctions, see the Department of Human Services On-line Directives Information System POL 1750 - External Entities Audit Standards and Sanctions.

Contractor further agrees to submit one (1) copy of the required audit or financial statements within one hundred eighty (180) days after the close of the Contractor's fiscal year to the:

Director, Internal Audits  
DHS Office of the Inspector General  
Two Peachtree Street, N.W., 30<sup>th</sup> Floor  
Atlanta, Georgia 30303-3142  
Or email to [dhs.financialreviews@dhs.ga.gov](mailto:dhs.financialreviews@dhs.ga.gov)

**PARA #403 CRITICAL INCIDENT REPORTING ("CIR"):**

(403) 03/07/18

Contractor has the responsibility for ensuring the health and safety of Departmental clients/consumers/customers served under this Contract is not placed in any jeopardy. Therefore, the Contractor shall have an effective response system when critical incidents occur. This responsibility includes, but is not limited to, any and all subcontractors employed by the Contractor to provide services pursuant to this Contract.

- A. In the case of an emergency, Contractor shall call the appropriate local emergency medical services, police, or fire services (i.e., 9-1-1).
- B. Contractor shall have a formal written critical incident reporting procedure that is approved by the licensing or certification authority, if applicable, and by the Department.
- C. Contractor is responsible for taking necessary actions to protect Departmental clients from any possibility of harm. In doing this, Contractor should preserve possible evidence for an investigation if one is to be conducted.
- D. Contractor must notify the appropriate Departmental staff of the critical incident and results of any immediate action taken. Contractor is expected to notify local law enforcement authorities in any situation where there is a potential violation of criminal law.
- E. The Department will determine whether the Contractor's actions were appropriate and sufficient, and/or whether additional corrective actions are warranted. In investigating a Critical Incident, the Department will determine:
  - (1) Whether or not client's health, safety and welfare are adequately protected;
  - (2) That the response to the situation and event was reasonable and appropriate;
  - (3) That the Contractor's procedures and system for responding to such incidents were adequate; and that relevant steps to prevent similar incidents were taken;
  - (4) That Contractor and/or its staff or subcontractors involved in the incident appear to be adequately trained or that additional training needed is to be provided pursuant to the Critical Incident Report.
- F. Contractor agrees to cooperate with the Department in its investigation of all Critical Incidents, and implement all corrective actions necessary to ensure the safety and well-being of the individuals served under this Contract
- G. Each Contractor shall post a "Notice Concerning Critical Incident Reporting." The signage shall be produced by the Contractor and shall conform in content to the attached Annex titled Department of Human Services Notice Concerning Critical Incident Reporting. The Notice must be posted in a conspicuous, common area accessible to clients/consumers/customers, and the general public.
- H. All other required reporting procedures (i.e., child abuse reporting, etc.) and the timelines of other required reports will remain in force and are not replaced or superseded by the CIR process.
- I. Contractor shall not use or disclose any information received during the investigation of a critical incident for any purpose not connected with the administration of Contractor's or the Department's responsibilities under this Contract, except with the informed, written consent of the client or the client's legal guardian, as required by law.

**PARA #404 ENTIRE UNDERSTANDING:**

(405) 03/07/18

This Contract, together with the annexes and all other documents incorporated by reference, represents the complete and final understanding of the parties to this Contract. No other understanding, oral or written regarding the subject matter of this Contract, may be deemed to exist or to bind the parties at the time of execution.

**SECTION V:**

**PARA #501 CONTRACT ANNEX INCLUSION:**

(501) 03/10/16

This Contract includes annexes as listed below, which are hereto attached:

Annex A - Part 1	Contract Cover Page
Annex A - Part 2	Fiscal Agent Designation and Acceptance Form
Annex A - Part 3	Plan Summary for FY 2020
Annex A - Part 4	FY 2020 Budget Proposal
Annex B - Part 1	Contract Budget and Cumulative Expenditure Report FY 2020
Annex B - Part 2	Quarterly Subcontractor Report
Annex C - Part 1	Family Connection Quarterly Narrative Report
Annex C - Part 2	Status Report FY 2020 Plan of Action
Annex D	HIPAA Business Associate Agreement
Annex E	Security and Immigration Compliance
Annex F	Notice Concerning Critical Incident Reporting

**SIGNATURES TO CONTRACT BETWEEN THE DEPARTMENT OF HUMAN SERVICES**

**AND**

**Oconee County Board of Commissioners**

**CONTRACTS WITH COUNTIES**

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

I, the undersigned Commissioner of Oconee County, certify that this contract is entered in Book No. \_\_\_\_, Page No. \_\_\_\_, of the official minutes of the Commission of Oconee County.

**CONTRACTOR EXECUTION:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\*\*\*Date signed by Contractor

\_\_\_\_\_  
\*Typed name of individual signing

Chairman, Commission of  
Oconee County

DATE: \_\_\_\_\_

\_\_\_\_\_  
Attestor's signature

\_\_\_\_\_  
Attestor's typed name

\_\_\_\_\_  
\*\*Title of Attestor

\*Must be Chairman or sole Commissioner.  
\*\*Must be Clerk of Commission.

**DEPARTMENTAL EXECUTION:**

**Department of Human Services**

\_\_\_\_\_  
**Robyn A. Crittenden**  
**Commissioner**

\_\_\_\_\_  
Date signed by the Department

**Family Connection  
CONTRACT COVER PAGE**

**FY 2020 Annual Plan**  
(July 01, 2019 - June 30, 2020)

County: Oconee

Region: Region 5

Name of Collaborative: Oconee Area Resource Council

<b>Coordinator or Contact Person:</b>	<b>Collaborative Chairperson:</b>
Name: Amanda Davis	Name: Wanda Stitt-Gohdes
Title: Executive Director	Title: Full Professor, Retired
Mailing Address: P.O. Box 149	Mailing Address: University of Georgia 1061 West Canyon Creek Court
City:Watkinsville 9 digit zip: 30677-0004	City: Watkinsville 9 digit zip: 30677-1555
Street Address (if different): 1800 Hog Mtn. Rd, Bldg 800, Suite 103 B	Street Address (if different): 1061 West Canyon Creek Court
City:Watkinsville 9 digit zip: 30677-1945	City: Watkinsville 9 digit zip:30677-1555
Phone: (706) 769-4974	Phone: 706-769-7729
Fax:	Fax:
Email: amanda@oconeeconnection.org	Email: wls@uga.edu

Oconee County Board of Commissioners

Legal Name of Fiscal Agent Entity

58-6000871

Federal Identification Number of Fiscal Agent  
(Required)

June 30

Fiscal Agent's Fiscal Year End  
Month & Day

\$50000



**Family Connection  
PLAN SUMMARY for FY 2020  
County: Oconee**

**I. Core Collaborative Functions**

The Oconee Area Resource Council collaborative agrees to facilitate the development and implementation of a plan to improve conditions for children and families; exercise fiscal responsibility; convene collaborative partners; collect and share data on the well-being of children and families in the above referenced county.

<b>II. Results for Children and Families</b>
<b>Goal:</b> Improved conditions for children and families in Oconee County
<b>Outcome:</b> Improved school success
<b>Indicator</b>
Children absent more than 15 days from school [CS1]
Other [LD10] Retention of mentors to provide continuity for students
Other [LD10] Attendance and moving to next grade level of school for students who have a mentor
Other [LD10] Children receiving supplemental bag of food over the weekend
Other [LD10] Families receiving nutritional information and educational supports for their children
<b>Strategy:</b> OARC will partner with Oconee County Schools to provide and coordinate services to improve school success.

**Budget Proposal FY20  
County: Oconee**

Expense Type	GaFC State Funds Budget	Description of Expenses								
Personal Services	\$0	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 562 1135 594">Position Title</th> <th data-bbox="1135 562 1346 594">Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			Position Title	Cost				
Position Title	Cost									
Regular Operating	\$0	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 636 1135 667">List of expenses</th> <th data-bbox="1135 636 1346 667">Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td align="right">\$0.00</td> </tr> </tbody> </table>			List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost									
	\$0.00									
Travel	\$0	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 730 1135 762">List of expenses</th> <th data-bbox="1135 730 1346 762">Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td align="right">\$0.00</td> </tr> </tbody> </table>			List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost									
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Equipment	\$0	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 804 1192 835">Equipment</th> <th data-bbox="1192 804 1346 835">Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> </tr> </tbody> </table>			Equipment	Cost				
Equipment	Cost									
Per Diem, Fees & Contracts	\$50000	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 867 781 919">Legal Name of Contractor</th> <th data-bbox="781 867 1135 919">Description of Services/Deliverables</th> <th data-bbox="1135 867 1346 919">Cost</th> </tr> </thead> <tbody> <tr> <td data-bbox="526 919 781 993">Amanda Davis</td> <td data-bbox="781 919 1135 993">Oversee OARC programs and service, serve at GA Family Connection for Oconee County</td> <td align="right" data-bbox="1135 919 1346 993">\$50,000.00</td> </tr> </tbody> </table>			Legal Name of Contractor	Description of Services/Deliverables	Cost	Amanda Davis	Oversee OARC programs and service, serve at GA Family Connection for Oconee County	\$50,000.00
Legal Name of Contractor	Description of Services/Deliverables	Cost								
Amanda Davis	Oversee OARC programs and service, serve at GA Family Connection for Oconee County	\$50,000.00								
Tele-communications	\$0	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 1014 1135 1045">List of expenses</th> <th data-bbox="1135 1014 1346 1045">Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td align="right">\$0.00</td> </tr> </tbody> </table>			List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost									
	\$0.00									
Other	\$0	<table border="1" style="width:100%"> <thead> <tr> <th data-bbox="526 1108 1135 1140">List of expenses</th> <th data-bbox="1135 1108 1346 1140">Total Cost</th> </tr> </thead> <tbody> <tr> <td> </td> <td align="right">\$0.00</td> </tr> </tbody> </table>			List of expenses	Total Cost		\$0.00		
List of expenses	Total Cost									
	\$0.00									
<b>TOTAL</b>	<b>\$50000</b>									

## Quarterly Expenditure Report FY20

<b>County: Oconee</b>	<b>Contract #:</b>
<b>Fiscal Agent: Oconee County Board of Commissioners</b>	<b>Quarter #:</b>

Sign and date report, and submit any other required quarterly reports. Reimbursement for quarterly expenditures will be delayed until all required reports are received.

Mail to: Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

EXPENSE TYPE	Family Connection Approved Budget	Expenditures for reimbursement for Quarter # ____	Prior Cumulative Expenditures	Total Year to Date Expenditures	Budget Remainder
Personal Services	\$				
Regular Operating	\$				
Travel (staff)	\$				
Equipment	\$				
Per Diem, Fees & Contracts	\$ 50,000				
Telecommunications	\$				
Other:	\$				
<b>TOTAL</b>	<b>\$50,000</b>				

We, the undersigned, certify that the expenditures reported have been made for program accomplishments within the approved budgeted items.

\_\_\_\_\_  
Fiscal Agent Signature

\_\_\_\_\_  
Collaborative Chairperson Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

**For Office Use Only:**

**Date Received at Georgia Family Connection Partnership** \_\_\_\_\_ **Initials** \_\_\_\_\_

Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.

## Quarterly Subcontractor Report FY20

<b>County:</b> Oconee	<b>Contract #:</b>
<b>Fiscal Agent:</b> Oconee County Board of Commissioners	<b>Quarter #:</b>

- Fiscal agents are required to complete this form if the above referenced contract has dollars budgeted under Per Diem, Fees and Contracts.
- The name, service, and amount of each subcontractor/vendor under the Family Connection contract must be listed in the table below.
- This form must be completed, signed by fiscal agent and attached to each Quarterly Expenditure Report (Annex B Part 1).
- Reimbursement for quarterly expenditures will be delayed if this form is not completed and attached to each Quarterly Expenditure Report (Annex B Part 1).

**Mail to:**

Contract Manager, Georgia Family Connection Partnership, 235 Peachtree St., Suite 1600, Atlanta, GA 30303-1422. Questions? Call Contract Manager (404) 527-7394

Name of Contractor and Service Provided	Total Subcontract Amount For The Year	Amount Expended this Quarter	Small/Minority Business Yes/No
<b>Total Amount Expended this Quarter for all subcontractors/vendors</b> <i>(Note: This amount should equal the requested reimbursement amount in Per Diem Fees &amp; Contracts on Annex B-1)</i>			

*[Note to SS: Name of Contractor, service provided, and total subcontractor amount for the year are pulled from the approved budget. Amount expended this quarter and small/minority business are entered quarterly.]*

\_\_\_\_\_  
**Fiscal Agent Signature**

\_\_\_\_\_  
**Print Name**

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

**For Office Use Only:** Date Received at Georgia Family Connection Partnership \_\_\_\_\_ Initials \_\_\_\_\_

**Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.**

### Quarterly Narrative Report FY20

<b>County:</b> Oconee	<b>Contract #:</b>
<b>Fiscal Agent:</b> Oconee County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

Strategy Implementation
<b>Strategy 1</b>
<b>Strategy 2</b>
<b>Strategy 3</b>
<b>Strategy 4</b>
<b>Strategy 5</b>

\_\_\_\_\_  
**Collaborative Chairperson Signature**

\_\_\_\_\_  
**Collaborative Coordinator Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

<b>For Office Use Only:</b> <b>Date Received at Georgia Family Connection Partnership</b> _____ <b>Initials</b> _____
--

**Note: REPORTS SUBMITTED USING THIS FORM WILL NOT BE ACCEPTED. ENTER DATA INTO CLIX THEN PRINT, SIGN AND MAIL AS INDICATED ABOVE.**

**Family Connection  
Status Report  
FY 2020 Plan of Action (if Required)**

<b>County:</b> Oconee	<b>Contract #:</b>
<b>Fiscal Agent:</b> Oconee County Board of Commissioners	<b>Quarter #:</b>
	<b>Date:</b>

This is to verify that the development of the FY 2020 Plan of Action for the above referenced county has been completed as required.

\_\_\_\_\_  
**Signature, Community Support Team Leader**

\_\_\_\_\_  
**Date**

**Attach this Status Report to the Quarterly Report.**

<b>For Office Use Only:</b>	
<b>Date Received at Family Connection Partnership</b> _____	<b>Initials</b> _____

**BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (hereinafter referred to as "Agreement is made and entered into by and between the Georgia Department of Human Services (hereinafter referred to as "DHS") and **Oconee County Board of Commissioners** (hereinafter referred to as "Contractor") as an annex to **Contract No.** \_\_\_\_\_ between DHS and Contractor (hereinafter referred to as "Contract"). The effective date of this Agreement shall be the date the Contract is executed by Contractor.

**WHEREAS**, DHS is required by the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), to enter into a Business Associate Agreement with certain entities that provide functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA;

**WHEREAS**, Contractor, under the Contract provides functions, activities, or services involving the use of Protected Health Information, as defined by HIPAA, and individually identifiable information ("PHI") protected by other state and federal law;

**NOW, THEREFORE**, for and in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DHS and Contractor (each individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have in HIPAA and in Title XIII of the American Recovery and Reinvestment Act of 2009 (the Health Information Technology for Economic and Clinical Health Act, or "HITECH"), Public Law 111-5, and in the implementing regulations of HIPAA and HITECH. Implementing regulations are published as the Standards for Privacy and Security of Individually Identifiable Health Information in 45 C.F.R. Parts 160 and 164. Together, HIPAA, HITECH, and their implementing regulations are referred to in this Agreement as the "Privacy Rule and Security Rule." If the meaning of any defined term is changed by law or regulation, then this Agreement will be automatically modified to conform to such change. The term "NIST Baseline Controls" means the baseline controls set forth in National Institute of Standards and Technology (NIST) SP 800-53 established for "moderate impact" information.
2. Except as limited in this Agreement, Contractor may use or disclose PHI only to the extent necessary to meet its responsibilities as set forth in the Contract provided that such use or disclosure would not violate the Privacy Rule or the Security Rule, if done by DHS. Furthermore, except as otherwise limited in this Agreement, Contractor may:
  - A. Use PHI for internal quality control and auditing purposes.
  - B. Use or disclose PHI as Required by Law.
  - C. Use and disclose PHI to consult with an attorney for purposes of determining Contractor's legal options with regard to reporting conduct by DHS that Contractor in good faith believes to be unlawful, as permitted by 45 C.F.R. § 164.502(j)(1).
3. Contractor warrants that only individuals designated by title or name on Annex D-1 and Annex D-2 will request PHI from DHS or access DHS PHI in order to perform the services of the Contract, and these individuals will only request the minimum necessary amount of information necessary in order to perform the services.

4. Contractor warrants that the individuals listed by title on Annex D-1 require access to PHI in order to perform services under the Contract. Contractor agrees to send updates to Annex D-1 whenever necessary. Uses or disclosures of PHI by individuals not described on Annex D-1 are impermissible.
5. Contractor warrants that the individuals listed by name on Annex D-2 require access to a DHS information system in order to perform services under the Contract. Contractor agrees to notify the Project Leader and the Access Control Coordinator named on Annex D-2 immediately, but at least within 24 hours, of any change in the need for DHS information system access by any individual listed on Annex D-2. Any failure to report a change within the 24-hour time period will be considered a security incident and may be reported to Contractor's Privacy and Security Officer, Information Security Officer and the Georgia Technology Authority for proper handling and sanctions.
6. Contractor agrees that it is a Business Associate to DHS as a result of the Contract, and warrants to DHS that it complies with the Privacy Rule and Security Rule requirements that apply to Business Associates and will continue to comply with these requirements. Contractor further warrants to DHS that it maintains and follows written policies and procedures to achieve and maintain compliance with the HIPAA Privacy and Security Rules and updates such policies and procedures as necessary in order to comply with the HIPAA Privacy and Security Rules that apply to Business Associates. These policies and procedures shall be provided to DHS upon request.
7. The Parties agree that a copy of all communications related to compliance with this Agreement will be forwarded to the following Privacy and Security Contacts:

**A.** At DHS:

Stephen C. Harris  
DHS Deputy General Counsel and HIPAA Privacy Officer  
Office of General Counsel  
[Stephen.Harris@dhs.ga.gov](mailto:Stephen.Harris@dhs.ga.gov)  
404-656-9817

Randy C. Coleburn  
DHS Chief Information Security Officer  
[Randy.Coleburn@dhs.ga.gov](mailto:Randy.Coleburn@dhs.ga.gov)  
404-651-9876

**B.** At Contractor: Kathy Hayes  
County Clerk  
Oconee County Board of Commissioners  
[khayes@oconee.ga.us](mailto:khayes@oconee.ga.us)  
706.769.5120

**8. Contractor agrees that it will:**

- A.** Not request, create, receive, use or disclose PHI other than as permitted or required by this Agreement, the Contract, or as required by law.

- B.** Establish, maintain and use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or the Contract. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- C.** Implement and use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of DHS. Such safeguards must include all NIST Baseline Controls, unless DHS has agreed in writing that the control is not appropriate or applicable.
- D.** In addition to the safeguards described above, include access controls that restrict access to PHI to the individuals listed on Annex D-1 and Annex D-2, as amended from time to time, and shall implement encryption of all electronic PHI during transmission and at rest.
- E.** Upon DHS's reasonable request, but, no more frequently than annually, obtain an independent assessment of Contractor's implementation of the NIST Baseline Controls and the additional safeguards required by this Agreement with respect to DHS PHI, provide the results of such assessments to DHS, and ensure that corrective actions identified during the independent assessment are implemented.
- F.** Mitigate, to the extent practicable, any harmful effect that may be known to Contractor from a use or disclosure of PHI by Contractor in violation of the requirements of this Agreement, the Contract or applicable regulations. Contractor shall bear the costs of mitigation, which shall include the reasonable costs of credit monitoring or credit restoration when the use or disclosure results in exposure of information commonly used in identity theft.
- G.** Ensure that its agents or subcontractors to whom it provides PHI are contractually obligated to comply with at least the same obligations that apply to Contractor under this Agreement, and ensure that its agents or subcontractors comply with the conditions, restrictions, prohibitions and other limitations regarding the request for, creation, receipt, use or disclosure of PHI, that are applicable to Contractor under this Agreement and the Contract.
- H.** Except for "Non-Reportable Incidents," report to DHS any use or disclosure of PHI that is not provided for by this Agreement or the Contract of which it becomes aware. Non-Reportable Incidents are limited to the following:

  - i. the unintentional acquisition, access, or use of PHI by a workforce member of Contractor acting under the authority of Contractor, so long as the PHI is not further acquired, accessed, used or disclosed in an impermissible manner;
  - ii. the inadvertent disclosure of PHI from a person designated in Annex D-1 or Annex D -2 as authorized to access DHS PHI to a workforce member of Contractor who is not designated in Annex D-1 or Annex D-2, but is authorized to access other Protected Health Information maintained by Contractor, so long as the information is not further acquired, accessed, used or disclosed in an impermissible manner.
- I.** Make an initial report to DHS in writing in such form as DHS may require within three (3) business days after Contractor (or any subcontractor) becomes aware of the unauthorized use or disclosure. This report will require Contractor to identify the following:

- i. The nature of the impermissible use or disclosure (the “incident”), which will include a brief description of what happened, including the date it occurred and the date Contractor discovered the incident;
- ii. The Protected Health Information involved in the impermissible use or disclosure, such as whether the full name, social security number, date of birth, home address, account number or other information were involved;
- iii. Who (by title, access permission level and employer) made the impermissible use or disclosure and who received the Protected Health Information as a result;
- iv. What corrective or investigational action Contractor took or will take to prevent further impermissible uses or disclosures, to mitigate harmful effects, and to prevent against any further incidents;
- v. What steps individuals who may have been harmed by the incident might take to protect themselves; and
- vi. Whether Contractor believes that the impermissible use or disclosure constitutes a Breach of Unsecured Protected Health Information.

Upon request by the DHS HIPAA Privacy and Security Officer or the DHS Information Security Officer, Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and a proposed corrective action plan. Upon approval of a corrective action plan by DHS, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS within five (5) business days of DHS’s request for proof of implementation.

- J.** Report to the DHS HIPAA Privacy and Security Officer and the DHS Agency Information Security Officer any successful unauthorized access, modification, or destruction of PHI or interference with system operations in Contractor’s information systems as soon as practicable but in no event later than three (3) business days of discovery. If such a security incident resulted in a use or disclosure of PHI not permitted by this Agreement, Contractor shall also make a report of the impermissible use or disclosure as described above.

Contractor agrees to make a complete report to DHS in writing within two weeks of the initial report that includes a root cause analysis and, if appropriate, a proposed corrective action plan designed to protect PHI from similar security incidents in the future. Upon DHS’s approval of Contractor’s corrective action plan, Contractor agrees to implement the corrective action plan and provide proof of implementation to DHS.

- K.** Upon DHS’s reasonable request and not more frequently than once per quarter, report to the DHS Agency Information Security Officer any (A) attempted (but unsuccessful) unauthorized access, use, disclosure, modification, or destruction of PHI or (B) attempted (but unsuccessful) interference with system operations in Contractor’s information systems. Contractor does not need to report trivial incidents that occur on a daily basis, such as scans, “pings,” or other routine attempts that do not penetrate computer networks or servers or result in interference with system operations.

- L.** Cooperate with DHS and provide assistance necessary for DHS to determine whether a Breach of Unsecured Protected Health Information has occurred and whether notification of the Breach is legally required or otherwise appropriate. Contractor agrees to assist DHS in its efforts to comply with the HIPAA Privacy and Security Rules, as amended from time to time. To that end, the Contractor will abide by any requirements mandated by the HIPAA Privacy and Security Rules or any other applicable laws in the course of this Contract. Contractor warrants that it will cooperate with DHS, including cooperation with DHS privacy officials and other compliance officers required by the HIPAA Privacy and Security Rules and all implementing regulations, in the course of performance of this Contract so that both parties will be in compliance with HIPAA.
- M.** If DHS determines that a Breach of Unsecured Protected Health Information has occurred as a result of Contractor's impermissible use or disclosure of PHI or failure to comply with obligations set forth in this Agreement or in the Privacy or Security Rules, provide all notifications to Individuals, HHS and/or the media, on behalf of DHS, after the notifications are approved by DHS. Contractor shall provide these notifications in accordance with the security breach notification requirements set forth in 42 U.S.C. §17932, 45 C.F.R. Part 160, & 45 C.F.R. Part 164, Subparts A, D & E, as of their respective Compliance Dates, and shall pay for the reasonable and actual costs associated with such notifications.

In the event that DHS determines a Breach has occurred, without unreasonable delay, and in any event no later than thirty (30) calendar days after Discovery, Contractor shall provide the DHS HIPAA Privacy and Security Officer a list of Individuals and a copy of the template notification letter to be sent to Individuals. Contractor shall begin the notification process only after obtaining DHS's approval of the notification letter.

- N.** Make any amendment(s) to PHI in a Designated Record Set that DHS directs or agrees to pursuant to 45 C.F.R. §164.526 within five (5) business days after request of DHS. Contractor also agrees to provide DHS with written confirmation of the amendment in such format and within such time as DHS may require.
- O.** In order to meet the requirements under 45 C.F.R. § 164.524, regarding an individual's right of access, within five (5) business days following DHS's request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by DHS, provide DHS access to the PHI in an individual's Designated Record Set. However, if requested by DHS, Contractor shall provide access to the PHI in a Designated Record Set directly to the individual to whom such information relates.
- P.** Give the Secretary of the U.S. Department of Health and Human Services (the "Secretary") or the Secretary's designees access to Contractor's books and records and policies, practices or procedures relating to the use and disclosure of PHI for or on behalf of DHS within five (5) business days after the Secretary or the Secretary's designees request such access or otherwise as the Secretary or the Secretary's designees may require. Contractor also agrees to make such information available for review, inspection and copying by the Secretary or the Secretary's designees during normal business hours at the location or locations where such information is maintained or to otherwise provide such information to the Secretary or the Secretary's designees in such form, format or manner as the Secretary or the Secretary's designees may require.
- Q.** Document all disclosures of PHI and information related to such disclosures as would be required for DHS to respond to a request by an Individual or by the Secretary for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. By no later than five (5) business days of receipt of a written request from DHS, or as otherwise required by state or federal law or

regulation, or by another time as may be agreed upon in writing by the DHS HIPAA Privacy and Security Officer, Contractor shall provide an accounting of disclosures of PHI regarding an Individual to DHS. If requested by DHS, Contractor shall provide an accounting of disclosures directly to the individual. Contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to DHS upon request.

- R. In addition to any indemnification provisions in the Contract, indemnify DHS, its officers and employees from any liability resulting from any violation of the HIPAA Privacy and Security Rules or Breach that arises from the conduct or omission of Contractor or its employee(s), agent(s) or subcontractor(s). Such liability will include, but not be limited to, all actual and direct costs and/or losses, civil penalties and reasonable attorneys' fees imposed on DHS.
- S. For any requirements in this Agreement that include deadlines, pay performance guarantee payments of \$300.00 per calendar day, starting with the day after the deadline and continuing until Contractor complies with the requirement. Contractor shall ensure that its agreements with subcontractors enable Contractor to meet these deadlines.

**9. DHS agrees that it will:**

- A. Notify Contractor of any new limitation in DHS's Notice of Privacy Practices in accordance with the provisions of the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such limitation will affect Contractor's use or disclosure of PHI.
- B. Notify Contractor of any change in, or revocation of, authorization by an Individual for DHS to use or disclose PHI to the extent that DHS determines in the exercise of its sole discretion that such change or revocation will affect Contractor's use or disclosure of PHI.
- C. Notify Contractor of any restriction regarding its use or disclosure of PHI that DHS has agreed to in accordance with the Privacy Rule if, and to the extent that, DHS determines in the exercise of its sole discretion that such restriction will affect Contractor's use or disclosure of PHI.
- D. Prior to agreeing to any changes in or revocation of permission by an Individual, or any restriction, to use or disclose PHI, DHS agrees to contact Contractor to determine feasibility of compliance. Following the receipt by DHS of a written cost estimate, DHS agrees to assume all costs incurred by Contractor in compliance with such special requests.

**10. The Term of this Agreement shall be effective on the Effective Date and shall terminate when all of the PHI provided by DHS to Contractor, or created or received by Contractor on behalf of DHS, is destroyed or returned to DHS, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this section.**

- A. **Termination for Cause.** Upon DHS's knowledge of a material breach of this Agreement by Contractor, DHS shall either:
  - i. Provide an opportunity for Contractor to cure the breach of Agreement within a reasonable period of time, which shall be within thirty (30) calendar days after receiving written notification of the breach by DHS;
  - ii. If Contractor fails to cure the breach of Agreement, terminate the Contract upon thirty (30) calendar days' notice; or

- iii. If neither termination nor cure is feasible, DHS shall report the breach of Agreement to the Secretary of the Department of Health and Human Services.

**B. Effect of Termination.**

- i. Upon termination of this Agreement, for any reason, DHS and Contractor shall determine whether return of PHI is feasible. If return of the PHI is not feasible, Contractor agrees to continue to extend the protections of this Agreement to the PHI for so long as the Contractor maintains the PHI and shall limit the use and disclosure of the PHI to those purposes that made return or destruction of the PHI infeasible. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Contractor must notify DHS and obtain instructions from DHS for either the return or destruction of the PHI.
- ii. Contractor agrees that it will limit its further use or disclosure of PHI only to those purposes DHS may, in the exercise of its sole discretion, deem to be in the public interest or necessary for the protection of such PHI, and will take such additional actions as DHS may require for the protection of patient privacy and the safeguarding, security and protection of such PHI.
- iii. This Effect of Termination section survives the termination of the Agreement.

- 11. **Interpretation.** Any ambiguity in this Agreement shall be resolved to permit DHS to comply with applicable laws, rules and regulations, the HIPAA Privacy Rule, the HIPAA Security Rule and any rules, regulations, requirements, rulings, interpretations, procedures or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable laws, rules and regulations and the laws of the State of Georgia shall supersede the Privacy Rule if, and to the extent that, they impose additional requirements, have requirements that are more stringent than or have been interpreted to provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Privacy Rule.
- 12. **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.
- 13. **All other terms and conditions contained in the Contract and any amendment thereto, not amended by this Agreement, shall remain in full force and effect.**

*(Signatures on next page)*

**IN WITNESS WHEREOF**, Contractor, through its authorized officer and agent, has caused this Agreement to be executed on its behalf as of the date indicated.

**Oconee County Board of Commissioners**

BY: \_\_\_\_\_  
SIGNATURE DATE \_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
TITLE\*

---

\* Must be President, Vice President, CEO or Other Officer Authorized to Execute on Behalf of and Bind the Entity to a Contract

**ANNEX D-1**

**List of Individuals Permitted to Receive, Use and Disclose DHS PHI**

The following Position Titles, as employees and/or representatives of Contractor, need access to DHS Protected Health Information in order for Contractor to perform the services described in the Contract. **If this is not applicable please mark the first line below with N/A:**

- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Transfers of PHI must comply with DHS Policy and Procedure 419: Appropriate Use of Information Technology Resources.

Approved methods of secure delivery of PHI between Contractor and DHS:

- Secure FTP file transfer (preferred)
- Encrypted email or email sent through “secure tunnel” approved by DHS Information Security Officer
- Email of encrypted document (password must be sent by telephone only)
- Encrypted portable media device and tracked delivery method

Contractor must update this list as needed and provide the updated form to DHS. Use of DHS Protected Health Information by individuals who are not described on this Annex D-1, as amended from time to time, is impermissible and a violation of the Agreement. Contractor must update this Annex D-1 as needed and provide the updated form to DHS Project Leader Contact.

**ANNEX D-2**

**Part 1:**

Please initial beside the correct option. Please select only one option.

\_\_\_\_\_ Contractor **DOES NOT** need any user accounts to access DHS Information Systems. Do not complete Part 2 of this form.

\_\_\_\_\_ Contractor **DOES** need user accounts to access DHS Information Systems. Please complete Part 2 of this form.

**Part 2:**

Please complete the table below if you indicated that Contractor **DOES** need any user accounts to access DHS Information Systems. Please attach additional pages if needed.

**List of Individuals Authorized to Access a DHS Information System Containing PHI**

The following individuals, as employees and/or representatives of Contractor, need access to DHS Information Systems containing DHS Protected Health Information in order for Contractor to perform the services described in the Contract:

Full Name	Employer	DHS Information System	Type of Access (Read only? Write?)

The DHS Project Leader must submit a completed DHS Network Access Request Form for each individual listed above. Access will be granted and changed in accordance with DHS Policy and Procedure 435: Managing Authorization, Access and Control of Information Systems.

Contractor must notify the Project Leader identified in the Contract and the DHS Access Control Coordinators [Stephen.Harris@dhs.ga.gov](mailto:Stephen.Harris@dhs.ga.gov) and [Randy.Coleburn@dhs.ga.gov](mailto:Randy.Coleburn@dhs.ga.gov) immediately, but at least within 24 hours, after any individual on this list no longer needs the level of access described. Failure to provide this notification on time is a violation of the Agreement and will be reported as a security incident.

Contractor must update this Annex D-2 as needed and provide the updated form to DHS Project Leader Contact.

**SECURITY AND IMMIGRATION COMPLIANCE**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_ ***(This is a 4, 5, or 6 digit number, also known as eVerify Company ID)***  
Federal Work Authorization User Identification Number ***(Not Tax ID or SS Number)***

\_\_\_\_\_ ***(This is the date the Company ID was issued by the Federal eVerify system)***  
Date of Authorization

\_\_\_\_\_ ***(Legal Name of Contractor, not an abbreviated version)***  
Name of Contractor

\_\_\_\_\_ ***(or Service Provided, such as "DFCS Client Services")***  
Name of Project

**Department of Human Services**

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_, 201\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_  
*Clarified Version 1/5/2015-agb*

**Subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (3)**

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b) (4)**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 201 \_\_\_\_ in \_\_\_\_\_(city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 201 \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
  
\_\_\_\_\_

**Brian P. Kemp**  
Governor



**Robyn A. Crittenden**  
Commissioner

**Georgia Department of Human Services**  
Aging Services | Child Support Services | Family & Children Services

**Department of Human Services**  
**Notice Concerning Critical Incident Reporting**

Georgia Department of Human Services (DHS) requires that its contractors/service providers make every reasonable effort to ensure the safety of the individuals served through its programs.

To report an incident or situation that you feel may lead to serious injury or death to a DHS client or consumer, please contact the DHS Office of Inspector General at:

Telephone: 404-463-5495 (local Atlanta area)

Fax: 404-463-5496

Email: [inspectorgeneralhotline@dhs.ga.gov](mailto:inspectorgeneralhotline@dhs.ga.gov)

Via web: <http://dhs.georgia.gov>, Navigate to “Divisions & Offices”,  
scroll to “Office of Inspector General” and click “online form”.

Address: 2 Peachtree Street, NW, Suite 30.450  
Atlanta, Georgia 30303-3142



# Oconee County Department Memorandum

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**DATE:** June 25, 2019  
**TO:** Board of Commissioners  
**FROM:** Kathy Hayes, County Clerk  
**SUBJECT:** FY20 Insurance Renewal

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**ISSUE SUMMARY:**

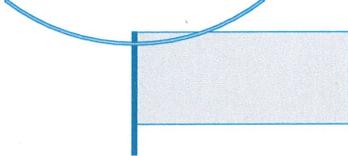
Annual renewal of the Property and Liability Insurance with ACCG-MARSH. FY20 renewal for July 1, 2019 through June 30, 2020 totals \$209,314.00.

**RECOMMENDATION:**

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



# Insuring Georgia's Counties.



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## ACCG Insurance Programs

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

**ACCG - Interlocal Risk  
Management Agency  
(ACCG-IRMA)**

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

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Renewal Summary



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



191 Peachtree Street NE  
Suite 700  
Atlanta, GA 30303  
p 800.858.2224 f 404.522.1897  
[accg.org](http://accg.org)

June 5, 2019

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

Attention: The Honorable John Daniell, Chairman

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

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

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

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

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

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

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

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

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

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

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

Flood and Earthquake Coverage

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

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

Sincerely,



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

cc: Ms. Kathy Hayes, County Clerk



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

## PRESS RELEASE

### FOR IMMEDIATE RELEASE

#### OCONEE COUNTY RECEIVES DIVIDEND FROM ACCG INSURANCE PROGRAM

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

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

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

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

**Insuring Georgia's Counties.**

## ACCG-IRMA COVERAGE AGREEMENT CHANGES

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

### GENERAL COVERAGE DECLARATIONS

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

### SECTION I – PROPERTY COVERAGE

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

### SECTION VI – CRIME COVERAGE

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

### LIABILITY SECTIONS

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

### ENDORSEMENTS

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

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

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



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

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

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

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

INSURANCE DESCRIPTION <b>PROPERTY &amp; LIABILITY</b>	DEPARTMENT <b>ACCG INSURANCE PROGRAMS</b>
--	--

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

<b>CONTRIBUTIONS ARE DUE IN FULL UPON RECEIPT.</b>	<b>\$209,314</b>
--	------------------

**PLEASE RETURN ONE COPY WITH YOUR REMITTANCE**

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

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

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

**ACCG-IRMA  
Renewal Contribution Worksheet  
July 1, 2019 to July 1, 2020**

**Member: Oconee County**

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

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

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

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

**OPTIONAL UNINSURED MOTORISTS COVERAGE**

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

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

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

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

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

Accepting For: Oconee County

**SIGN  
HERE**

*JL Samitt*  
Signature

*Chairman*  
Title

*06-06-2019*  
Date

## ACCG Insurance Programs

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

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

## About ACCG-IRMA

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

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

## Financially Sound and Stable Source of Coverage

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

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

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

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

## Specifically for Georgia County Governments

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

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

## Specialized, Professional Services

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

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

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

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

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

# Advantages of Joining IRMA

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

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

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

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

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

### Crisis Management Coverage

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

# Advantages of Joining IRMA

## Success

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

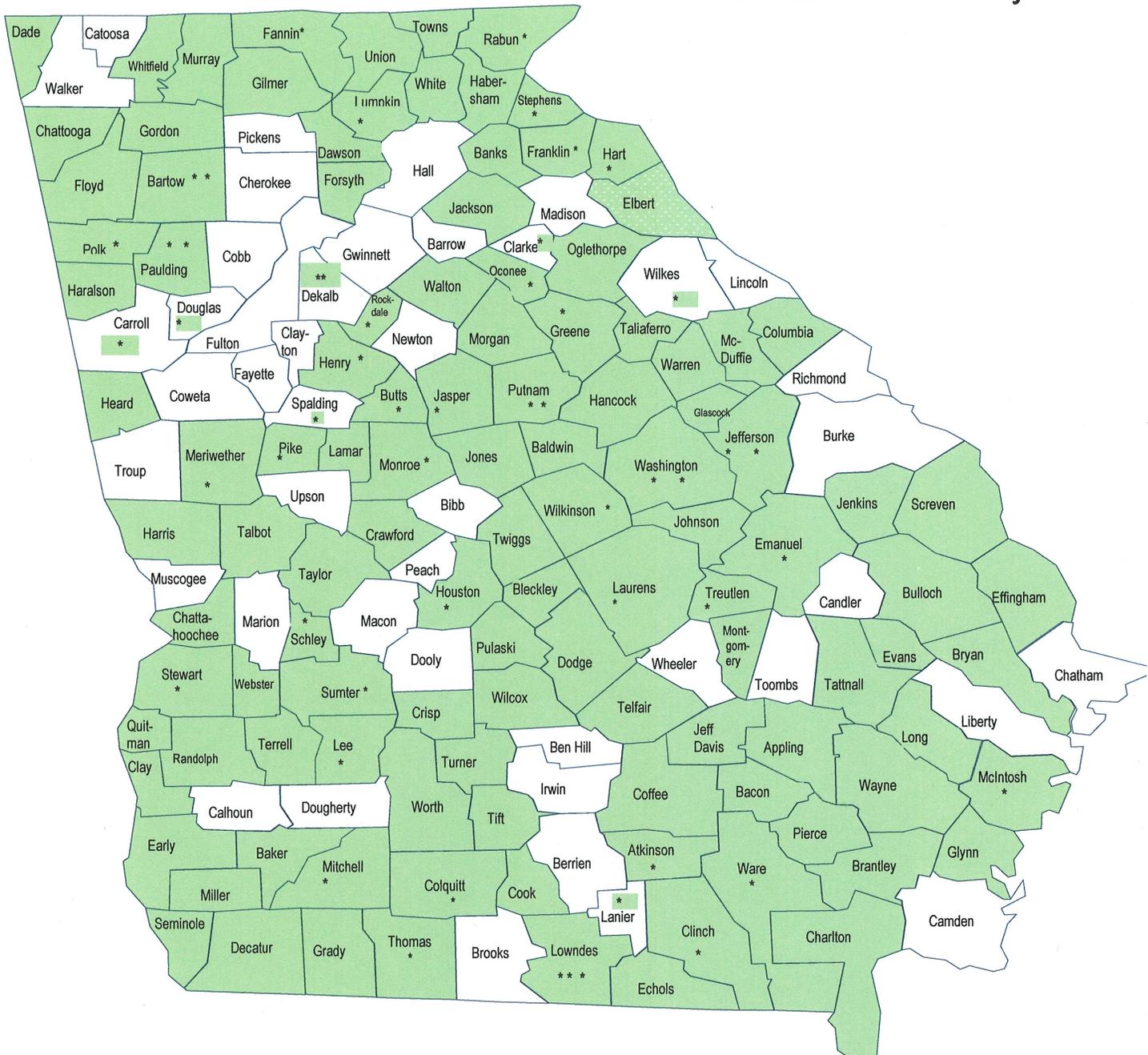
- Non-profit
- Improved cash flow
- Tax-exempt status
- No premium tax
- No commissions
- Low overhead costs

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

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

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

171 Members / May 2019



**AUTHORITIES (\*)**

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

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

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

## Staff

### **ACCG — [accg.org](http://accg.org)**

191 Peachtree Street, Suite 700

Atlanta, GA 30303

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

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

[duhlman@accg.org](mailto:duhlman@accg.org)

Ashley Abercrombie, Deputy Director of Insurance Programs Ext. 141

[aabercrombie@accg.org](mailto:aabercrombie@accg.org)

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

[bpittarelli@accg.org](mailto:bpittarelli@accg.org)

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

[jthompson@accg.org](mailto:jthompson@accg.org)

## Administrator/

### Broker

### **MARSH USA Inc. — [marsh.com](http://marsh.com) / email: [accg.admin@marsh.com](mailto:accg.admin@marsh.com)**

3560 Lenox Rd, Suite 2400

Atlanta, GA 30326

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

Matt Autry, Account Executive Ext. 2616

[matt.autry@marsh.com](mailto:matt.autry@marsh.com)

Glenda Williams, Client Representative Ext. 3030

[glenda.d.williams@marsh.com](mailto:glenda.d.williams@marsh.com)

Cindy Anderson, Client Representative Ext. 3540

[sandy.anders@marsh.com](mailto:sandy.anders@marsh.com)

## Claim Services

### **ACCG Claims Administration Services – [accg.org](http://accg.org)**

P.O. Box 56527

Atlanta, GA 30343

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

John Smith, Director Claims Administration Services 678-225-4241

[jsmith@accg.org](mailto:jsmith@accg.org)

Robert Kissell, IRMA Supervisor Claims Administration Services 678-225-4248

[rkissell@accg.org](mailto:rkissell@accg.org)

## Loss Control

### **Local Government Risk Management Services, Inc. – [lgrms.com](http://lgrms.com)**

3500 Parkway Lane, Suite 110

Norcross, GA 30092

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

Dan Beck, CSP

[dbeck@lgrms.com](mailto:dbeck@lgrms.com)

Director of Safety & Loss Control

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

## Third-Party Liability Coverage Overview

### COVERAGES

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

### EXTENSIONS

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

### EXCLUSIONS

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

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

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

## Property and Crime Coverage Overview

### PROPERTY

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

### CRIME

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

### EXTENSIONS

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

### EXCLUSIONS

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

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

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

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

## Boiler & Machinery Coverage Overview

### COVERED OBJECTS

### PER VALUES SUBMITTED

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

### COVERAGES INCLUDED

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

### SUBLIMITS

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

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

## Privacy and Security Liability and Expense

### COVERAGES INCLUDED

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

# ACCG-IRMA

## Renewal Proposal Summary

July 1, 2019 to July 1, 2020

**Member: Oconee County**

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

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

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



# Oconee County Department Memorandum

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**DATE:** 06/18/2019

**TO:** Board of Commissioners

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

**SUBJECT:** Value Added Concepts, LLC ROW Acquisition

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**SUMMARY:**

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

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

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

**RECOMMENDATION:**

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

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

cc: Justin Kirouac  
Jody Woodall

**GEORGIA**

**OCONEE COUNTY**

**RIGHT OF WAY DEED**

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

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

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

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

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

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

VALUE ADDED CONCEPTS LLC, a Georgia limited liability company

BY: \_\_\_\_\_ (SEAL)

As Its: President

Signed, sealed and delivered in the presence of:

Judy B. Brislin  
Unofficial Witness

Peggy Spangler  
Notary Public



9766382786 PARTICIPANT ID  
**BK:2019 PG:51-51**  
**P2019000051**  
 FILED IN OFFICE  
 CLERK OF COURT  
 05/01/2019 01:47 PM  
 ANGELA ELDER-JOHNSON,  
 CLERK  
 SUPERIOR COURT  
 OCONEE COUNTY, GA  
 RECORDED FOR CLERK OF COURT  
*Angela Elder-Johnson*

OWNER'S CERTIFICATION  
 The owner of the land shown on this plat and whose name is subscribed hereon, in person or through a duly authorized agent, certifies that this plat was made from an actual survey, and that all state and county taxes on other assessments now due on the land shown on this plat have been paid. The owner certifies that he or she is the fee simple owner of the land shown on this plat; that the public has no vested interest in the land shown on this plat; that all public utility easements shown on this plat are shown in accordance with the Code, and by separate deed or agreement dedicated to the use of the public forever; that all other easements, rights, and public grounds shown thereon for the purposes thereof are shown in accordance with the Code.

Owner's name: *Kelly Mahoney* Owner's address: \_\_\_\_\_  
 Date: 4/27/19

Owner's Signature: \_\_\_\_\_  
 CONTACT PERSON:  
**KELLY MAHONEY (678) 628-4678**

PROJECT NAME: VALUE ADDED CONCEPTS (V.A.C.)  
 PROJECT ADDRESS: 8830 Old Macon Highway - Oconee County Georgia

OWNER/DEVELOPER:  
 VALUE ADDED CONCEPTS, LLC & STRATEGIC HOLDINGS, LLC  
 8830 Macon Highway - Building 300  
 Athens, GA 30606  
 Contact: Mr. Kelly Mahoney  
 (678) 628-4678  
 kellymahoney@maccon.com

CONTRACTOR:  
 NEAL CONSTRUCTION, INC.  
 Contact: Mark Neal License No. UC302369  
 (706)-206-7710  
 1195 Athens Highway  
 Elberton, GA 30635

PROJECT DESIGN CONSULTANT:  
 BEALL & COMPANY  
 3651 Mays Mill Road - Suite 1400  
 Watkinsville, GA 30677  
 Contact: Mr. Kenneth Beall  
 Byron Arceneaux, Design Engineer  
 (706) 543-0507

SURVEYOR:  
 WOODS LAND SURVEYORS, INC.  
 425 Southfork Road  
 Winterville, GA 30683  
 Contact: Mr. Ray Woods  
 (706) 742-8696

INSPECTOR:  
 MR. RYAN WELER  
 OCONEE COUNTY UTILITY DEPARTMENT  
 1000 Highway 100  
 Watkinsville, GA  
 (706) 769-3560

COMPLETION DATE: FEBRUARY 13, 2019

TOTAL AREA OF PROPERTY: 9.993 Acres

Point of Beginning

As required by subsection (d) of O.C.G.A. Section 45-6-67, this plat shall be approved by the Planning Department of the County in which the land is located. The approval of this plat is subject to the following conditions: 1. The plat shall be approved only if the surveyor certifies that the plat is true and correct and was prepared from an actual survey of the property by me or under my supervision, that all monuments shown thereon actually exist or are marked as "future," and their location, size, type and material are correctly shown. 2. The plat shall be approved only if the surveyor certifies that the plat is based upon a closing, publication of one foot in length, and an angular error of not more than one minute per angle point, and was adjusted using arbitrary rules. 3. The following type of equipment was used to obtain the linear and angular measurements used in the preparation of this plat: LEICA. This plat has been calculated for closure and is found to be accurate within one foot in 177,153.4 feet.

By: *Ray N. Woods* Registered Georgia Land Surveyor No. 2049  
 Address: 425 Southfork Road Winterville, GA 30683 Telephone Number: 706-742-8696  
 Surveyor's Signature: *Ray N. Woods* Date: 04-26-2019

By: *Ray N. Woods* Registered Georgia Land Surveyor No. 2049  
 Address: 425 Southfork Road Winterville, GA 30683 Telephone Number: 706-742-8696  
 Surveyor's Signature: *Ray N. Woods* Date: 04-26-2019

By: *Ray N. Woods* Registered Georgia Land Surveyor No. 2049  
 Address: 425 Southfork Road Winterville, GA 30683 Telephone Number: 706-742-8696  
 Surveyor's Signature: *Ray N. Woods* Date: 04-26-2019

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 Surveyor's Signature: *Ray N. Woods* Date: 04-26-2019

By: *Ray N. Woods* Registered Georgia Land Surveyor No. 2049  
 Address: 425 Southfork Road Winterville, GA 30683 Telephone Number: 706-742-8696  
 Surveyor's Signature: *Ray N. Woods* Date: 04-26-2019

DESIGN AND CONSTRUCTION CERTIFICATION  
 I hereby certify that all improvements have been designed and constructed in accordance with the standards and specifications in full compliance with the Unified Development Code of Oconee County, Georgia, and that all improvements are in accordance with the amendments hereto and/or usual and customary professional practice.

By Name: *Ferneth A. Beal* Professional Registration No. 6415  
 Signature: *Ferneth A. Beal* P.E. - R.L.S. - L.A. (check one)  
 Designer's Signature: \_\_\_\_\_

By: *Ray N. Woods* Registered Georgia Land Surveyor No. 2049  
 Address: 425 Southfork Road Winterville, GA 30683 Telephone Number: 706-742-8696  
 Surveyor's Signature: *Ray N. Woods* Date: 04-26-2019

NOTES:  
 THIS PROPERTY IS ZONED R-2 MAP C 037 PARCEL 00182. TRACTS 2 & 3 REPRESENT TAX MAP C 037, PARCEL 001. TRACTS 4 & 5 ARE TO BE COMBINED TO FORM ONE LOT.  
 MINIMUM BUILDING SETBACK REQUIREMENTS:  
 FRONT YARD - 10 Feet  
 SIDE YARD - 10 Feet  
 REAR YARD - 10 Feet

REFERENCES:  
 1) PLAT BOOK 38 PAGE 40  
 2) DEED BOOK 1464 PAGE 625  
 3) DEED BOOK 1464 PAGE 625  
 4) PLAT BOOK 38 PAGE 40  
 5) DEED BOOK 784 PAGE 265-270  
 6) DEED BOOK 784 PAGE 265-270  
 7) PLAT BOOK 793 PAGE 402-412  
 8) PLAT BOOK 793 PAGE 402-412  
 9) PLAT BOOK 9 PAGE 113

NOTICE OF PRIVATE DRIVEWAY STATUS  
 The Private Access Drive Private Road shown on this plat shall be maintained by the lot owners having ingress/egress rights over the same. The lot owners shall be responsible for the maintenance of the same. The lot owners shall be responsible for the maintenance of the same in accordance with the Oconee County Unified Development Code applicable to Private Access Drives.

NATURAL RESOURCES CONSERVATION EASEMENT NOTE:  
 The Natural Resources Conservation Easement depicted on this plat shall be inclusive of all streams, state-waters buffers, delineated streams, 100 year flood plain, and other natural resources located within the City limits of South Fork, Georgia, as shown on the Unified Development Code of Oconee County. The easement shall be used for the purposes of the Unified Development Code of Oconee County and shall be subject to the same restrictions as set forth in the Unified Development Code of Oconee County. The easement shall be used for the purposes of the Unified Development Code of Oconee County and shall be subject to the same restrictions as set forth in the Unified Development Code of Oconee County.

CERTIFICATION OF WATER SYSTEM  
 I hereby certify that the community or public water supply and distribution system shown on this plat is in compliance with the requirements of the Georgia Utility Department.  
 Utility Department Director  
 Date: **MAY 01 2019**

CERTIFICATION OF SEWER SYSTEM  
 I hereby certify that the community or public sewerage collection and disposal system shown on this plat is in compliance with the requirements of the Georgia Utility Department.  
 Utility Department Director  
 Date: **MAY 01 2019**

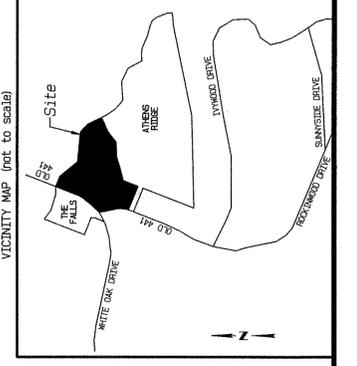
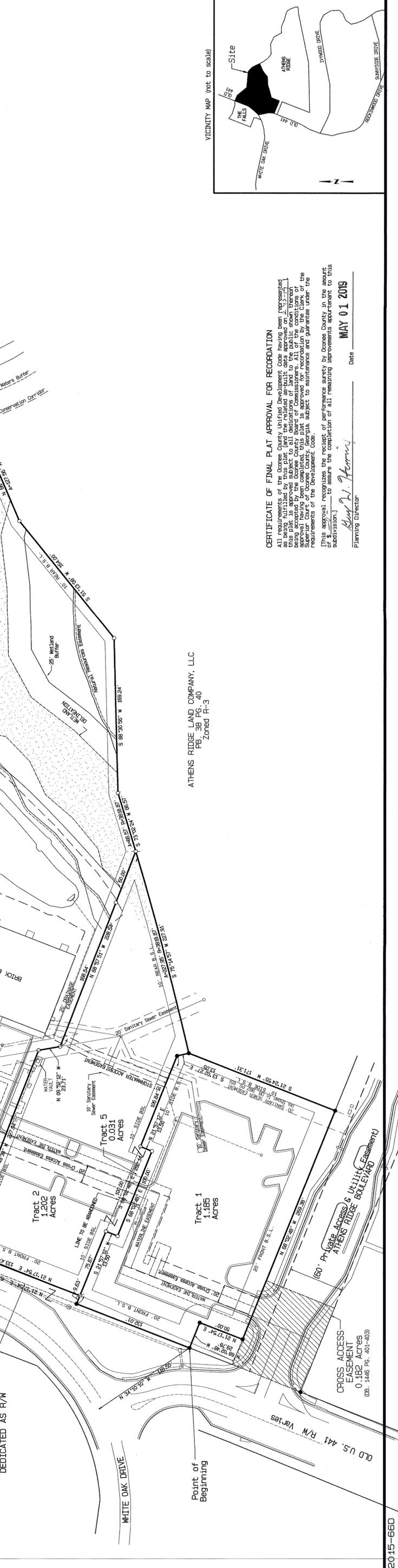
REVISIONS

DATE	REVISIONS
02-14-2019	to Update Plat
03-21-2019	to Update Plat
04-12-2019	to Update Plat
04-26-2019	to Update Plat

FINAL PLAT FOR

PROJECT NAME: VALUE ADDED CONCEPTS, LLC  
 COUNTY: OCONEE  
 STATE: GEORGIA  
 DATE: 07-26-2019  
 INSTRUMENT: PLAT LEICA  
 FIELD CLOSE: 1/4781934  
 FIELD CLOSE: 1/241897  
 ANGLE CLOSE: 2 PER ANGLE

WOODS LAND SURVEYORS, INC.  
 425 SOUTHFORK ROAD  
 WINTERVILLE, GEORGIA 30683  
 (706) 742-8696



CERTIFICATE OF FINAL PLAT APPROVAL FOR RECORDATION  
 All requirements of the Oconee County Unified Development Code have been met and this plat is approved for recordation. The plat is approved for recordation by the Clerk of the Superior Court of Oconee County, Georgia, subject to the requirements of the Unified Development Code of Oconee County. The approval of this plat is subject to the requirements of the Unified Development Code of Oconee County. The approval of this plat is subject to the requirements of the Unified Development Code of Oconee County. The approval of this plat is subject to the requirements of the Unified Development Code of Oconee County.

By: *Ray N. Woods* Planning Director  
 Date: **MAY 01 2019**

**GEORGIA**

**OCONEE COUNTY**

**RIGHT OF WAY DEED**

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

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

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

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

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

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

VALUE ADDED CONCEPTS LLC, a Georgia limited liability company

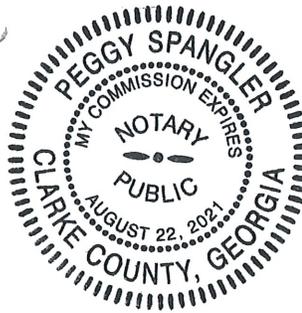
BY: \_\_\_\_\_ (SEAL)

As Its: President

Signed, sealed and delivered in the presence of:

Judy B. Brislin  
Unofficial Witness

Peggy Spangler  
Notary Public





# Oconee County Department Memorandum

---

---

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

---

## **ISSUE SUMMARY:**

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

### ***(Background)***

This request is presented annually to the Board of Commissioners.

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

## **RECOMMENDATION:**

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

## **FINANCIAL IMPACT:**

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

APPENDIX "A" TO EXHIBIT "A"

OCONEE COUNTY

BOARD OF COMMISSIONERS

WATKINSVILLE, GEORGIA

RESOLUTION ENTITLED: Declaration of Taking for a Condemnation Proceeding

ADOPTION DATE: June

At the regular meeting of the Oconee County Board of Commissioners held in the Commission Chambers, Oconee County Courthouse, Room 224, 2nd Floor, 23 North Main Street, Watkinsville, Georgia.

---

Name	Present	Vote
John Daniell, Chairman		
Mark Thomas, Post 1		
Chuck Horton, Post 2		
W. E. "Bubber" Wilkes, Post 3		
Mark Saxon, Post 4		

---

On motion of \_\_\_\_\_, with a second by \_\_\_\_\_, and carried by a \_\_\_\_\_ vote, the Resolution entitled, Declaration of Taking for a Condemnation Proceeding, as set forth below, is hereby adopted:

**WHEREAS**, the Oconee County Water Resources Department has laid out and determined to expand, construct, modify and improve its sanitary sewer system known and designated as Barber Creek Sewer Extension project, and being more fully shown on drawings on file in the office of the Oconee County Water Resources Department, 1291 Greensboro Highway, Watkinsville, Georgia 30677; and

**WHEREAS**, in order to maintain the projected schedule of the project, it is necessary that the permanent, temporary, and access easements and other rights, if any, for the construction of said project be acquired without delay; and

**WHEREAS**, the parcel of easements and other rights as herein described and as listed below, shown of record as owned by the person named herein, all as described in the annexes to this Order hereinafter enumerated, all of said annexes, being by reference made a part of this Order, are essential for the construction of said project.

**Parcel Number: B04 040**

**74,466 square feet of Permanent Utility Easement; 73,891 square feet of 24-month Temporary Construction Easement; and 12,242 square feet of Access Easement**

**Owner: Dickens Farms, Inc.**

**NOW, THEREFORE, BE IT RESOLVED** by the Oconee County Board of Commissioners, that the circumstances are such that it is necessary that the easements, access, and other rights, if any as described in annexes to this order be acquired by condemnation under the provisions of the Official Code of Georgia Annotated, §§ 22-3-140 and 32-3-4 through 32-3-19; and

IT IS ORDERED that Oconee County proceed to acquire the title, estate, or interest in the lands hereinafter described in annexes to this order by condemnation under the provisions of said Code, and the Attorney for Oconee County is authorized and directed to file condemnation proceedings, including a Declaration of Taking, to acquire said title, estate, or interest in said lands and to deposit in the Court the sum estimated as just compensation, all in accordance with the provisions of said Code.

This \_\_\_\_\_ day of June, 2019.

OCONEE COUNTY BOARD OF  
COMMISSIONERS

BY: \_\_\_\_\_  
JOHN DANIELL, CHAIRMAN

ATTEST:

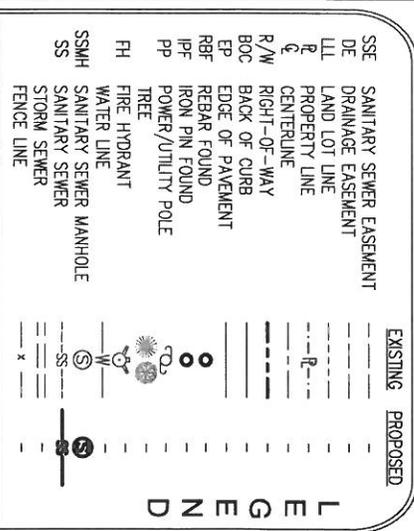
BY: \_\_\_\_\_  
KATHY HAYES, COUNTY CLERK

APPROVED AS TO FORM:

BY: \_\_\_\_\_  
COUNTY ATTORNEY

APPENDIX "B" TO EXHIBIT "A"

DATE	BY	DESCRIPTION



N/F NOW OR FORMERLY  
 P.O.C. POINT OF COMMENCEMENT  
 P.O.B. POINT OF BEGINNING  
 PB DB PG PLAT BOOK DEED BOOK PAGE  
 PLE PERMANENT UTILITY EASEMENT  
 TCE TEMPORARY UTILITY EASEMENT  
 TEMPORARY CONSTRUCTION EASEMENT

-THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON(S) OR ENTITY NAMED IN THE CERTIFICATE HEREON. SAID CERTIFICATE DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS RE-CERTIFICATION BY THE SURVEYOR NAMING SAID PERSON, PURSUANT TO RULE 180-6-09 OF THE GEORGIA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS. THE TERM "CERTIFY" OR "CERTIFICATION" RELATING TO LAND SURVEYING SERVICES SHALL MEAN A SIGNED STATEMENT BASED ON FACTS AND KNOWLEDGE KNOWN TO THE LAND SURVEYOR AND IS NOT A GUARANTEE OR WARRANTY EITHER EXPRESSED OR IMPLIED. -INFORMATION REGARDING THE REPUTED PRESENCE, SIZE, CHARACTER AND LOCATION OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES IS SHOWN HEREON. THERE IS NO CERTAINTY OF THE ACCURACY OF THIS INFORMATION AND IT SHALL BE CONSIDERED IN THAT LIGHT BY THOSE USING THIS DRAWING. THE LOCATION AND ARRANGEMENT OF UNDERGROUND UTILITIES AND STRUCTURES SHOWN HEREON MAY BE INACCURATE AND UTILITIES AND STRUCTURES NOT SHOWN MAY BE ENCOUNTERED. THE OWNER, HIS EMPLOYEES, HIS CONSULTANTS AND HIS CONTRACTORS SHALL HEREBY DISTINCTLY UNDERSTAND THAT THE SURVEYOR IS NOT RESPONSIBLE FOR THE CORRECTNESS OR SUFFICIENCY OF THIS INFORMATION.

Parcel: B04 040 Owner: DICKENS FARM INC.  
 Date: 4/15/19  
 Land Loc: N/A  
 G.M.O. 239th County: OCONEE GA  
 Job #: E16113B Scale: 1" = 100'  
 Filed By: BRP Drawn By: NAP Checked By: DEJ

AREA SUMMARY CHART  
 DICKENS FARM INC.  
 PARCEL # B04 040

PERMANENT UTILITY EASEMENT  
 = 1,709 ACRES (74,466 S.F.)

TEMPORARY CONSTRUCTION EASEMENT  
 = 1,696 ACRES (73,891 S.F.)

ACCESS EASEMENT  
 = 0.281 ACRES (12,242 S.F.)

FIELD SURVEY:  
 THE FIELD SURVEY WAS COMPLETED ON 4/2/19.

EQUIPMENT USED:  
 A TRIMBLE S6 ROBOTIC TOTAL STATION & A CHAMPION TKO GNSS ROVER, CONNECTED TO THE eGPS GNSS REAL TIME NETWORK WAS USED TO OBTAIN THE LINEAR & ANGULAR MEASUREMENTS USED IN THE PREPARATION OF THIS PLAT.

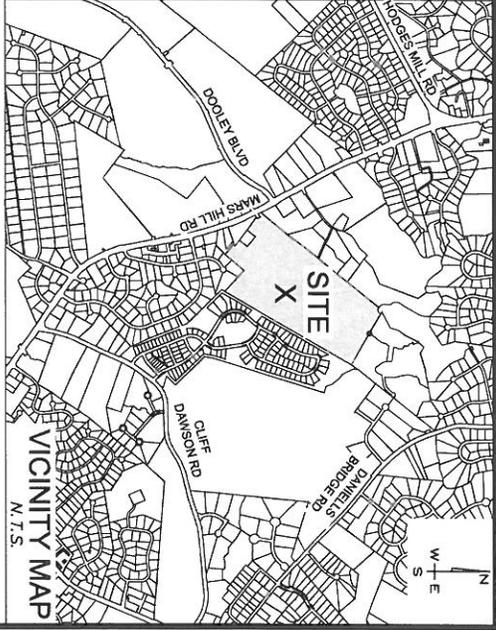


THIS PLAT IS A RETRACEMENT OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT SUBDIVIDE OR CREATE A NEW PARCEL OR MAKE ANY CHANGES TO ANY REAL PROPERTY BOUNDARIES. THE RECORDING INFORMATION OF THE DOCUMENTS, MAPS, PLATS, OR OTHER INSTRUMENTS WHICH CREATED THE PARCEL OR PARCELS ARE STATED HEREON. RECORDATION OF THIS PLAT DOES NOT IMPLY APPROVAL OF ANY LOCAL JURISDICTION, AVAILABILITY OF PERMITS, COMPLIANCE WITH LOCAL REGULATIONS OR REQUIREMENTS, OR SUITABILITY FOR ANY USE OR PURPOSE OF THE LAND. FURTHERMORE, THE UNDERSIGNED LAND SURVEYOR CERTIFIES THAT THIS PLAT COMPLETES WITH THE MINIMUM TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN THE RULES AND REGULATIONS OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN O.C.G.A. SECTION 15-6-67.

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 Georgia Land Surveying Firm CDA # LSF000137  
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EASEMENT PLAT FOR:  
 OCONEE COUNTY  
 WATER RESOURCES DEPARTMENT  
 BARBER CREEK SEWER EXTENSION

DRAWING NUMBER  
 1 OF 6



PAGE SUMMARY:  
 1-2) COVER SHEET/NOTES/AREA SUMMARY  
 3-6) EASEMENT PLAT WITH LINE TABLE

NOTES:  
 1.) ALL AREAS INCLUDES EASEMENTS WITHIN.  
 2.) NO BOUNDARY SURVEY PERFORMED BY PRECISION PLANNING, INC.  
 3.) THE TITLE RESEARCH PERFORMED IN THE PREPARATION OF THIS SURVEY IS LIMITED TO THE INFORMATION NECESSARY TO OUTLINE THE PROPERTY LINES OF THE SUBJECT PROPERTY AND THE ADJOINERS. THIS SURVEY DOES NOT CONSTITUTE A TITLE EXAMINATION, MATTERS OF RECORD WHICH AFFECT THE SUBJECT PROPERTY MAY NOT BE SHOWN HEREON.

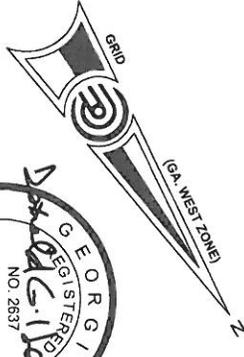
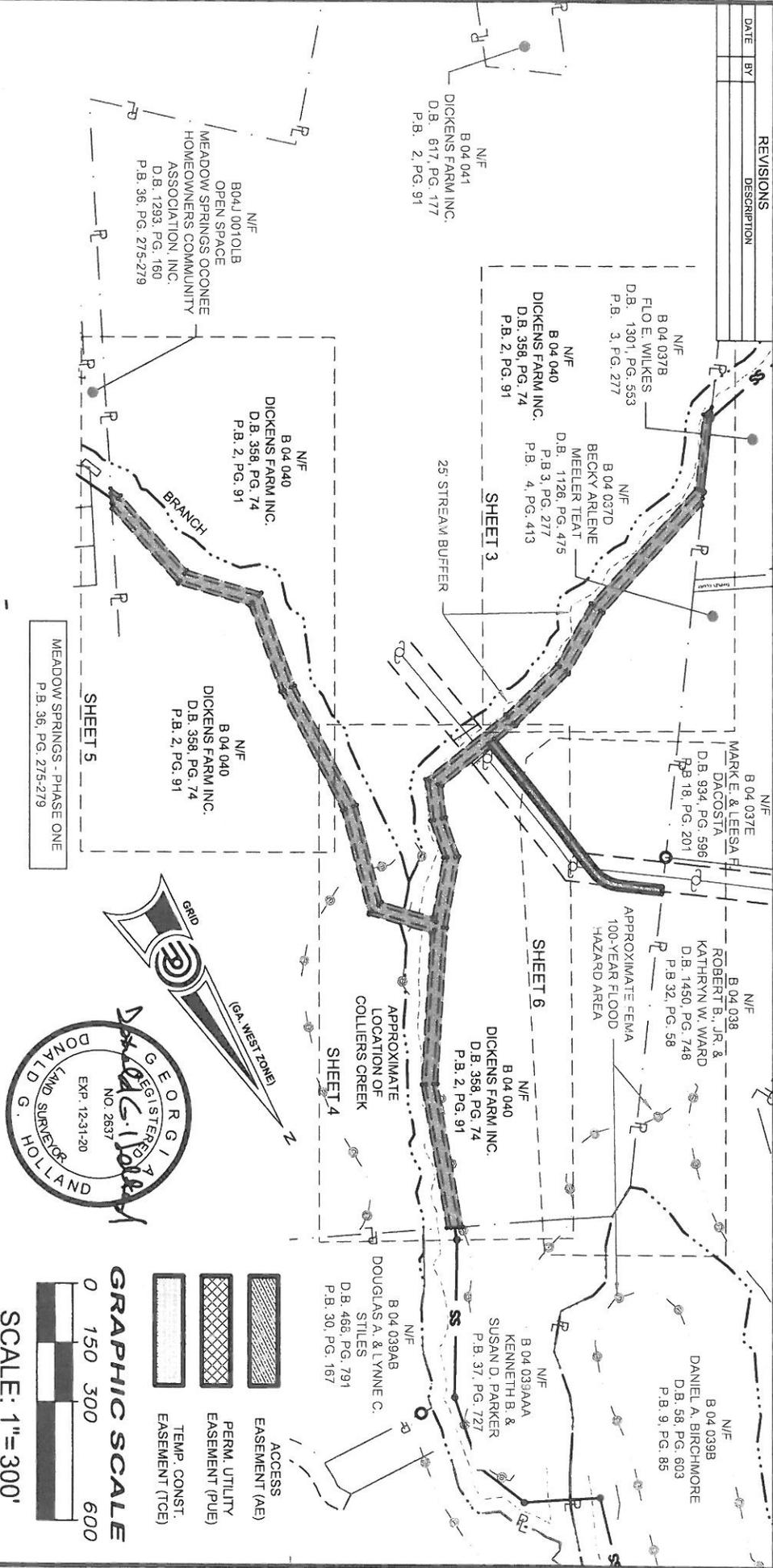
DATE	BY	DESCRIPTION

Parcel: B04 040	Owner: DICKENS FARM INC.
Date: 4/15/19	
Land Lot: N/A	
G.M.O. 239th	County: OCONEE, GA
Job #: E16113B	Scale: 1" = 100'
Filed By: BRP	Drawn By: NAP   Checked By: DEJ

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EASEMENT PLAT FOR:  
 OCONEE COUNTY  
 WATER RESOURCES DEPARTMENT  
 BARBER CREEK SEWER EXTENSION

DRAWING NUMBER  
 2 OF 6

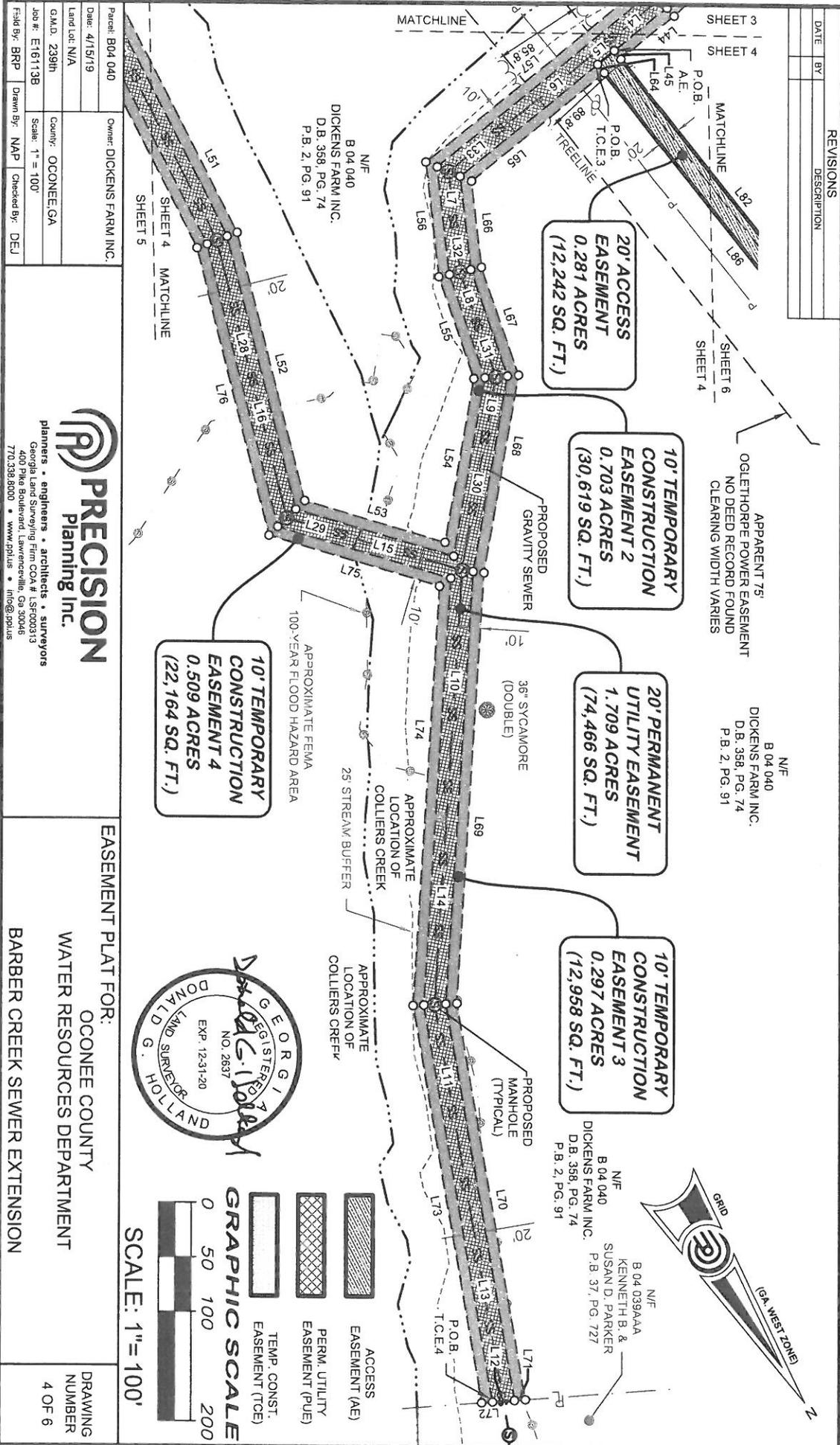


**GRAPHIC SCALE**  
 0 150 300 600  
 SCALE: 1"=300'

	ACCESS EASEMENT (AE)
	PERM. UTILITY EASEMENT (PUE)
	TEMP. CONST. EASEMENT (TCE)



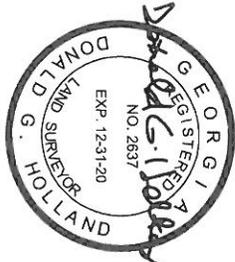
DATE	BY	DESCRIPTION



Parcel: B04 040	Owner: DICKENS FARM INC.
Date: 4/15/19	
Land Lot: N/A	
G.M.D.: 239th	County: OCONEE GA
Job #: E161138	Scale: 1" = 100'
Field By: BRP	Drawn By: NAP
	Checked By: DEJ

**PRECISION Planning Inc.**  
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EASEMENT PLAT FOR:  
 OCONEE COUNTY  
 WATER RESOURCES DEPARTMENT  
 BARBER CREEK SEWER EXTENSION



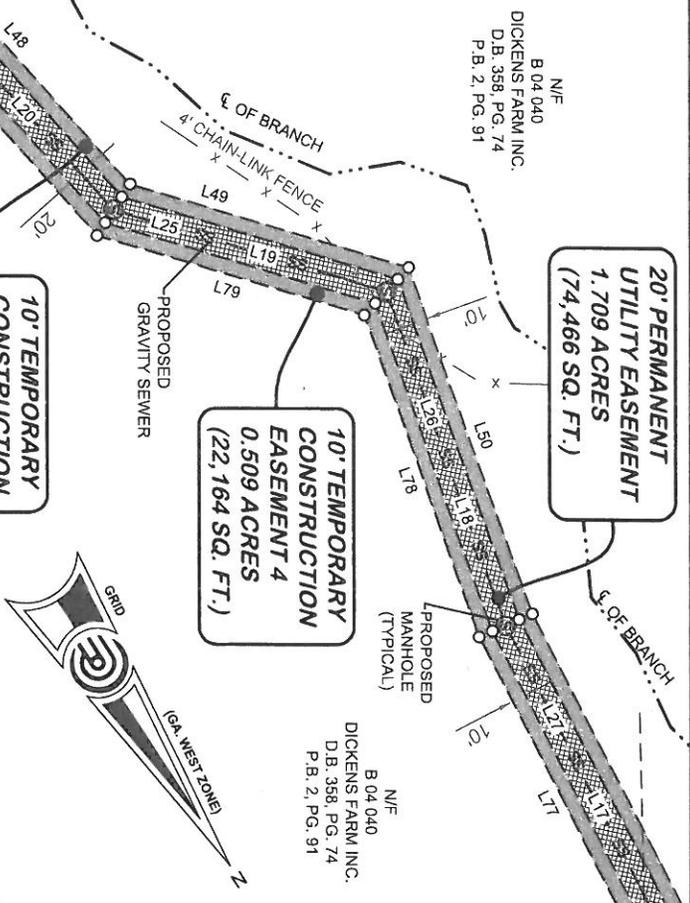
**GRAPHIC SCALE**  
 0 50 100 200  
 SCALE: 1" = 100'

	ACCESS EASEMENT (AE)
	PERM. UTILITY EASEMENT (PUE)
	TEMP. CONST. EASEMENT (TCE)

DRAWING NUMBER  
 4 OF 6

DATE	BY	REVISIONS	DESCRIPTION

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L25	197.27'	N40°36'06"W	L37	188.38'	S38°57'37"W
L26	245.84'	N13°03'34"E	L38	13.97'	S81°52'23"W
L27	340.37'	N05°29'18"E	L39	218.57'	N38°48'31"E
L28	258.18'	N18°34'12"E	L40	16.71'	N38°48'31"E
L29	151.41'	N40°48'36"W	L41	374.27'	N75°33'20"E
L30	166.43'	S42°50'40"W	L42	180.34'	N62°38'47"E
L31	100.17'	S13°50'24"W	L43	190.74'	N78°44'31"E
L32	99.39'	S26°16'13"W	L44	63.69'	N83°46'57"E
L33	257.32'	S83°46'57"W	L45	10.00'	S05°52'06"E
L34	185.18'	S78°44'31"W	L46	12.61'	S29°42'42"W
L35	179.49'	S62°38'47"W	L47	31.50'	N22°43'53"W
L36	401.06'	S75°33'20"W	L48	253.10'	N08°46'14"W



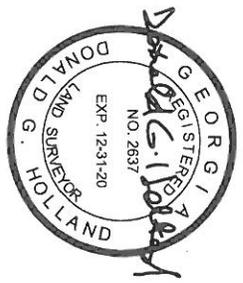
LINE	LENGTH	BEARING
L49	199.48'	N40°36'06"W
L50	250.24'	N13°03'34"E
L51	340.85'	N05°29'18"E
L52	253.63'	N18°34'12"E
L53	134.53'	N40°48'36"W
L54	152.67'	S42°50'40"W
L55	98.67'	S13°50'24"W
L56	105.97'	S26°16'13"W
L57	262.37'	S83°46'57"W
L58	183.33'	S78°44'31"W
L59	179.21'	S62°38'47"W
L60	398.88'	S75°33'20"W

Parcel: B04 040	Owner: DICKENS FARM INC.
Date: 4/15/19	
Land Lot: N/A	
G.M.D. 239th	County: OCONEEGA
Job #: E16113B	Scale: 1" = 100'
Field By: BRP	Drawn By: NAP
	Checked By: DEJ

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EASEMENT PLAT FOR:  
OCONEE COUNTY  
WATER RESOURCES DEPARTMENT  
BARBER CREEK SEWER EXTENSION



**GRAPHIC SCALE**

0 50 100 200

SCALE: 1" = 100'

PERM. UTILITY EASEMENT (PUE)

TEMP. CONST. EASEMENT (TCE)

DRAWING NUMBER  
5 OF 6

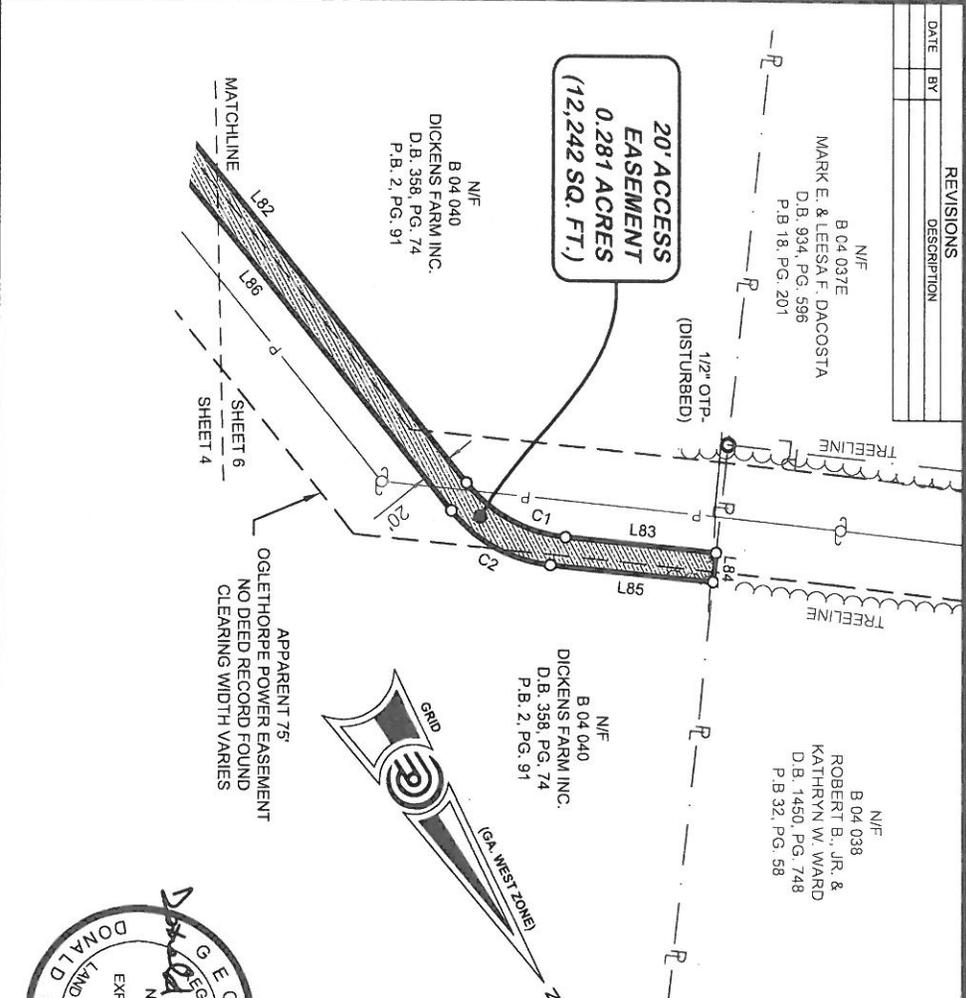
SHEET 4 MATCHLINE  
SHEET 5

DATE	BY	DESCRIPTION

Parcel: B04 040	Owner: DICKENS FARM INC.
Date: 4/15/19	
Land lot: N/A	
G.M.D. 239th	County: OCONEE GA
Job #: E16113B	Scale: 1" = 100'
Filed By: BRP	Drawn By: NAP
	Checked By: DEJ

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LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L61	189.01'	S38°57'37"W	L73	368.79'	S23°03'19"W	L85	113.18'	S51°26'44"E
L62	28.60'	S81°52'23"W	L74	385.34'	S36°31'35"W	L86	413.06'	S05°52'06"E
L63	14.65'	N38°48'31"E	L75	163.68'	S40°48'36"E			
L64	10.00'	N05°52'06"W	L76	271.85'	S18°34'12"W			
L65	158.49'	N83°46'57"E	L77	338.91'	S05°29'18"W			
L66	79.66'	N26°16'13"E	L78	232.66'	S13°03'34"W			
L67	104.66'	N13°50'24"E	L79	190.65'	S40°38'06"E			
L68	184.26'	N42°50'40"E	L80	254.32'	S08°46'14"E			
L69	395.52'	N36°31'35"E	L81	14.23'	S29°42'42"W			
L70	367.91'	N23°03'19"E	L82	404.78'	N05°52'06"W			
L71	10.05'	S61°27'14"E	L83	105.04'	N51°26'44"W			
L72	10.05'	S61°27'14"E	L84	20.00'	N39°17'55"E			

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	79.56'	100.00'	77.48'	N28°39'11"W
C2	79.56'	100.00'	77.48'	S28°39'11"E

**GRAPHIC SCALE**

0 50 100 200

SCALE: 1" = 100'

ACCESS EASEMENT (AE)

PERM. UTILITY EASEMENT (PUE)

TEMP. CONST. EASEMENT (TCE)

EASEMENT PLAT FOR:  
OCONEE COUNTY  
WATER RESOURCES DEPARTMENT  
BARBER CREEK SEWER EXTENSION

DRAWING NUMBER  
6 OF 6

DATE	BY	DESCRIPTION

LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	388.79'	N75°33'20"E	L13	368.57'	S23°03'19"W
L2	180.05'	N62°38'47"E	L14	392.16'	S36°31'35"W
L3	188.89'	N78°44'31"E	L15	165.98'	S40°48'36"E
L4	63.19'	N83°46'57"E	L16	267.29'	S18°34'12"W
L5	20.00'	N83°46'57"E	L17	339.40'	S05°28'18"W
L6	164.04'	N63°46'57"E	L18	237.05'	S13°03'34"W
L7	86.24'	N26°16'13"E	L19	192.86'	S40°36'06"E
L8	103.16'	N13°50'24"E	L20	257.98'	S08°46'14"E
L9	182.23'	N42°50'40"E	L21	4.76'	S22°43'53"E
L10	397.25'	N36°31'35"E	L22	25.23'	S29°42'42"W
L11	368.13'	N23°03'19"E	L23	22.58'	N22°43'53"W
L12	20.09'	S61°27'14"E	L24	254.73'	N08°46'14"W



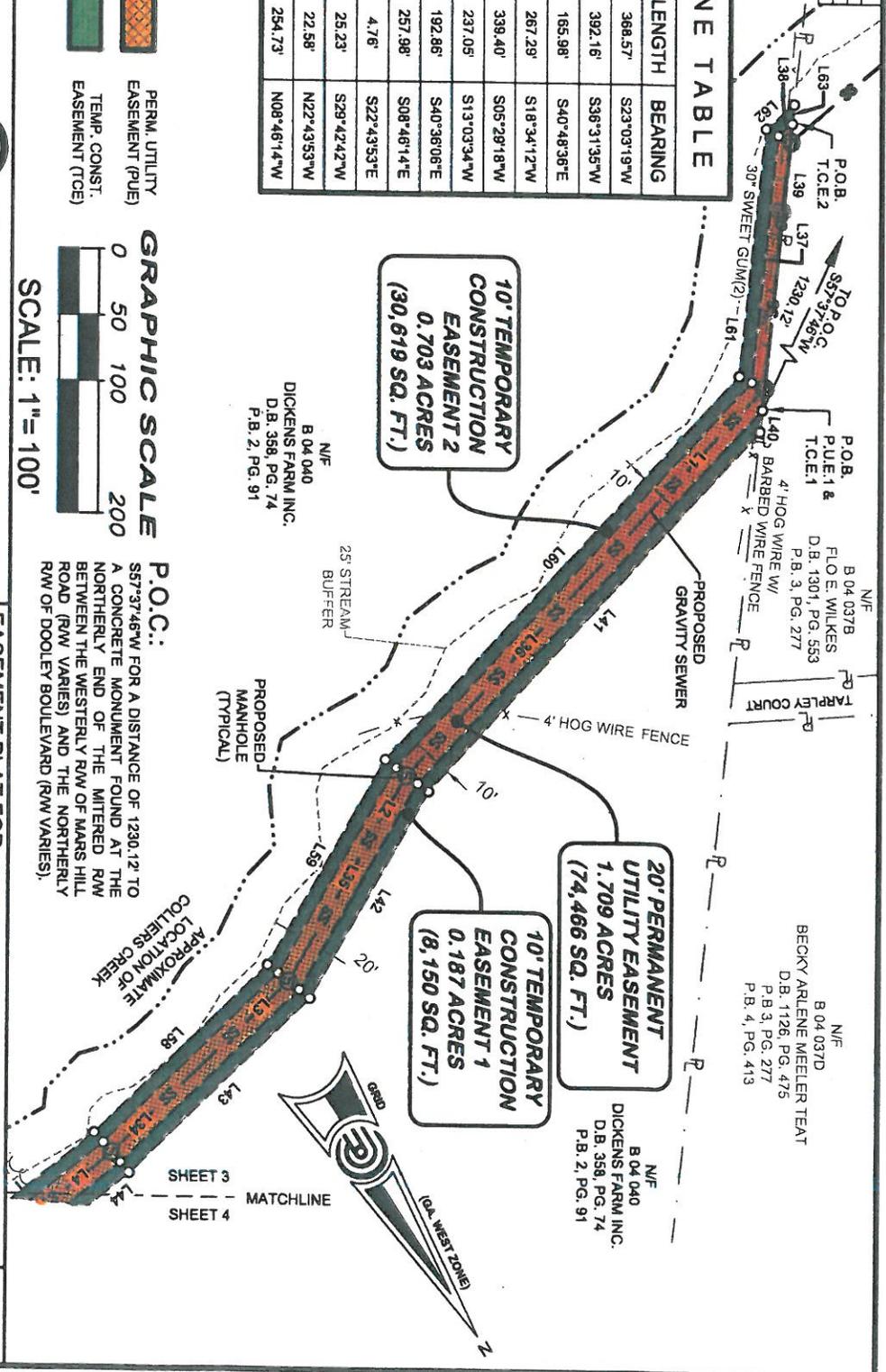
**P.O.C.:**  
 S57°37'46"W FOR A DISTANCE OF 1230.12' TO A CONCRETE MONUMENT FOUND AT THE NORTHERLY END OF THE MITTERED EASEMENT (THE WESTERLY RW OF MARS HILL ROAD (RW VARIES) AND THE NORTHERLY RW OF DOOLEY BOULEVARD (RW VARIES)).

**EASEMENT PLAT FOR:**  
 OCONEE COUNTY  
 WATER RESOURCES DEPARTMENT  
 BARBER CREEK SEWER EXTENSION



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DRAWING NUMBER  
 3 OF 6



**10' TEMPORARY CONSTRUCTION EASEMENT 2 (30,619 SQ. FT.)**

**20' PERMANENT UTILITY EASEMENT 1,709 ACRES (74,466 SQ. FT.)**

**10' TEMPORARY CONSTRUCTION EASEMENT 1 (8,150 SQ. FT.)**

N/F  
 B 04 040  
 DICKENS FARM INC.  
 D.B. 358, PG. 74  
 P.B. 2, PG. 91

N/F  
 B 04 037D  
 BECKY ARLENE WEELEER TEAT  
 D.B. 1126, PG. 475  
 P.B. 3, PG. 277  
 P.B. 4, PG. 413

N/F  
 B 04 040  
 DICKENS FARM INC.  
 D.B. 358, PG. 74  
 P.B. 2, PG. 91

N/F  
 B 04 037B  
 FLO E. WILKES  
 D.B. 1301, PG. 553  
 P.B. 3, PG. 277

SHEET 3  
 SHEET 4  
 MATCHLINE



DATE	BY	REVISIONS	DESCRIPTION

APPARENT 75' OGLETHORPE POWER EASEMENT  
NO DEED RECORD FOUND  
CLEARING WIDTH VARIES

NIF  
B 04 040  
DICKENS FARM INC.  
D.B. 358, PG. 74  
P.B. 2, PG. 91

**20' ACCESS EASEMENT**  
**0.281 ACRES**  
**(12,242 SQ. FT.)**

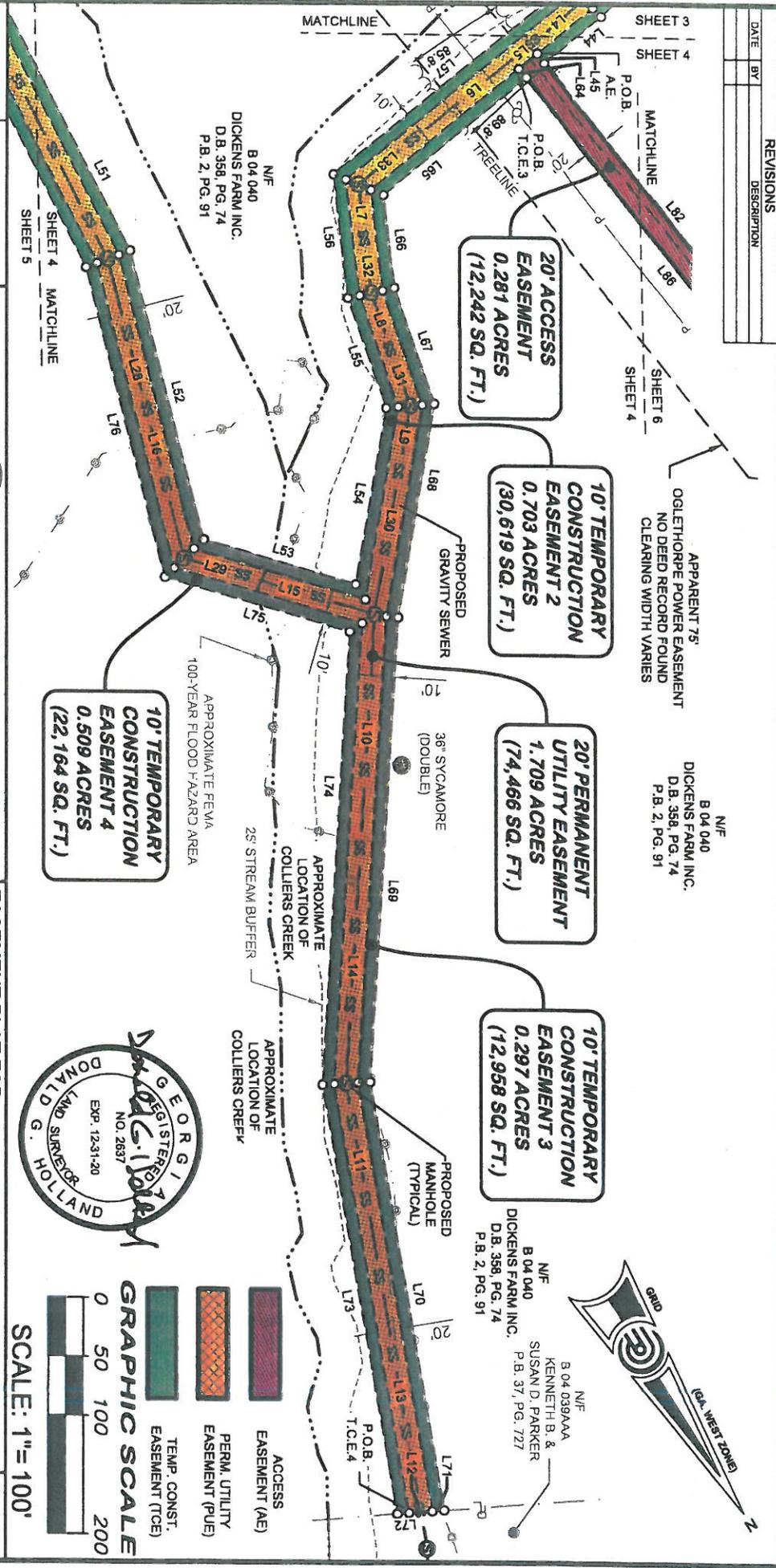
**10' TEMPORARY CONSTRUCTION EASEMENT 2**  
**0.703 ACRES**  
**(30,619 SQ. FT.)**

**20' PERMANENT UTILITY EASEMENT**  
**1.709 ACRES**  
**(74,466 SQ. FT.)**

**10' TEMPORARY CONSTRUCTION EASEMENT 3**  
**0.297 ACRES**  
**(12,958 SQ. FT.)**

NIF  
B 04 040  
DICKENS FARM INC.  
D.B. 358, PG. 74  
P.B. 2, PG. 91

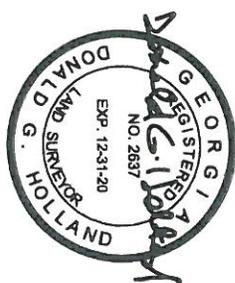
NIF  
B 04 039AAA  
KENNETH B. &  
SUSAN D. PARKER  
P.B. 37, PG. 727



**10' TEMPORARY CONSTRUCTION EASEMENT 4**  
**0.509 ACRES**  
**(22,164 SQ. FT.)**

EASEMENT PLAT FOR:

OCONEE COUNTY  
WATER RESOURCES DEPARTMENT  
BARBER CREEK SEWER EXTENSION



**GRAPHIC SCALE**

0 50 100 200

SCALE: 1" = 100'

	ACCESS EASEMENT (AE)
	PERM. UTILITY EASEMENT (PUE)
	TEMP. CONST. EASEMENT (TCE)

Parcel: B04 040	Owner: DICKENS FARM INC.
Date: 4/15/19	
Land Use: N/A	
G.M.D.: 239th	County: OCONEE, GA
Job #: E161138	Scale: 1" = 100'
Field By: BRP	Drawn By: NAP
	Checked By: DEJ

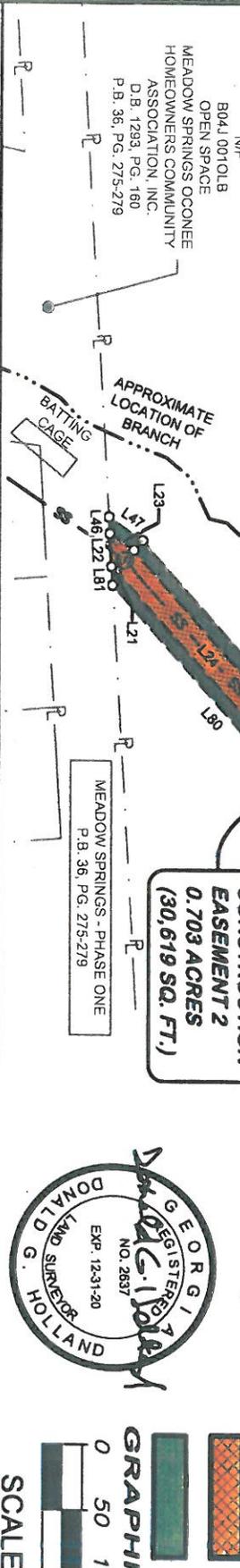
**PRECISION Planning Inc.**  
planners • engineers • architects • surveyors  
Georgia Land Surveying Firm COA # LS9000313  
400 Pike Boulevard, Lawrenceville, GA 30046  
770.338.8000 • www.pplinc.com • info@pplinc.com

DRAWING NUMBER	4 OF 6
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REVISIONS	
DATE	DESCRIPTION

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L25	197.27'	N40°36'06"W	L37	188.38'	S88°57'37"W
L26	245.84'	N13°03'34"E	L38	13.97'	S81°52'23"W
L27	340.37'	N05°29'18"E	L39	218.57'	N38°48'31"E
L28	258.18'	N18°34'12"E	L40	16.71'	N38°48'31"E
L29	151.41'	N40°48'36"W	L41	374.27'	N75°33'20"E
L30	186.43'	S42°50'40"W	L42	180.34'	N62°38'47"E
L31	100.17'	S13°50'24"W	L43	190.74'	N78°44'31"E
L32	99.39'	S26°16'13"W	L44	63.69'	N83°46'57"E
L33	267.32'	S83°46'57"W	L45	10.00'	S05°52'06"E
L34	185.18'	S78°44'31"W	L46	12.61'	S29°42'42"W
L35	179.49'	S62°38'47"W	L47	31.50'	N22°43'53"W
L36	401.06'	S75°33'20"W	L48	283.10'	N08°46'14"W

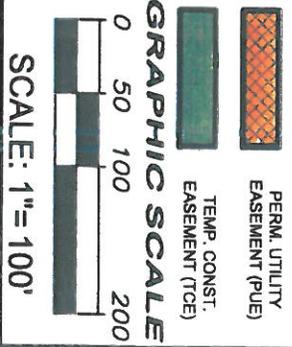
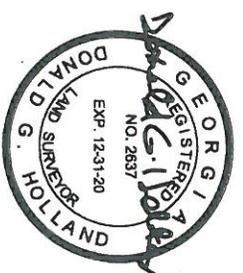
LINE TABLE		
LINE	LENGTH	BEARING
L49	199.48'	N40°36'06"W
L50	250.24'	N13°03'34"E
L51	340.85'	N05°29'18"E
L52	253.83'	N18°34'12"E
L53	134.53'	N40°48'36"W
L54	152.67'	S42°50'40"W
L55	98.67'	S13°50'24"W
L56	105.97'	S26°16'13"W
L57	262.37'	S83°46'57"W
L58	183.33'	S78°44'31"W
L59	179.21'	S62°38'47"W
L60	398.88'	S75°33'20"W



**10' TEMPORARY CONSTRUCTION EASEMENT 2**  
0.703 ACRES  
(30,619 SQ. FT.)

**10' TEMPORARY CONSTRUCTION EASEMENT 4**  
0.509 ACRES  
(22,164 SQ. FT.)

**20' PERMANENT UTILITY EASEMENT**  
1.709 ACRES  
(74,466 SQ. FT.)



Parcel: B04 040  
Date: 4/15/19  
Land Use: N/A  
G.M.D.: 238th  
County: OCONEE, GA  
Job #: E16113B  
Scale: 1" = 100'  
Filed By: BRP  
Drawn By: NAP  
Checked By: DEJ

Owner: DICKENS FARM INC.  
MEADOW SPRINGS OCONEE HOMEOWNERS COMMUNITY ASSOCIATION, INC.  
D.B. 1293, PG. 160  
P.B. 36, PG. 275-279

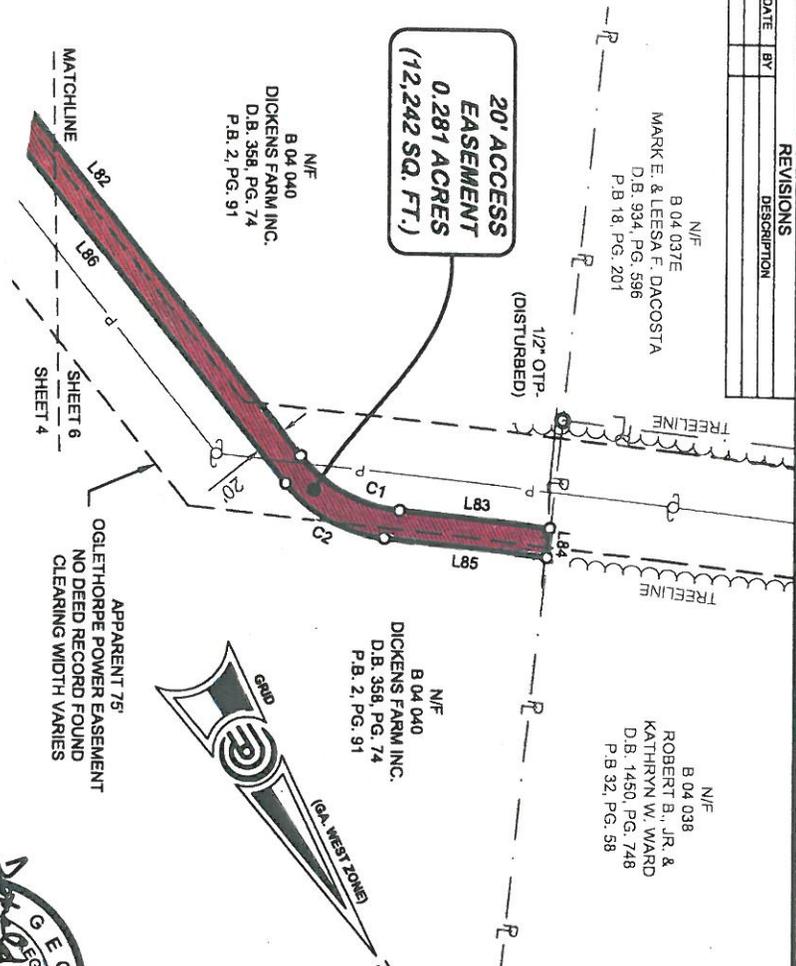
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EASEMENT PLAT FOR:  
OCONEE COUNTY  
WATER RESOURCES DEPARTMENT  
BARBER CREEK SEWER EXTENSION

DRAWING NUMBER  
5 OF 6

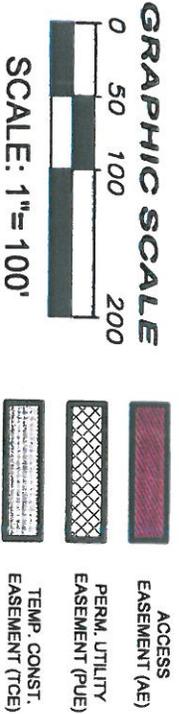
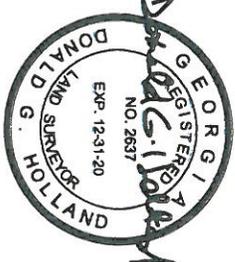
SHEET 4 MATCHLINE  
SHEET 5

REVISIONS	
DATE	DESCRIPTION



LINE TABLE			LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L61	189.01'	S38°57'37"W	L73	368.79'	S23°03'19"W	L85	113.18'	S51°26'44"E
L62	28.60'	S81°52'23"W	L74	385.34'	S36°31'35"W	L86	413.06'	S05°52'06"E
L63	14.65'	N38°48'31"E	L75	163.66'	S40°48'38"E			
L64	10.00'	N05°52'06"W	L76	271.85'	S18°34'12"W			
L65	158.49'	N83°48'57"E	L77	338.91'	S05°28'18"W			
L66	79.86'	N26°16'13"E	L78	232.86'	S13°03'34"W			
L67	104.66'	N13°50'24"E	L79	190.65'	S40°36'06"E			
L68	184.26'	N42°50'40"E	L80	254.32'	S08°46'14"E			
L69	395.52'	N36°31'35"E	L81	14.23'	S28°42'42"W			
L70	367.91'	N23°03'19"E	L82	404.78'	N05°52'06"W			
L71	10.05'	S61°27'14"E	L83	105.04'	N51°26'44"W			
L72	10.05'	S61°27'14"E	L84	20.00'	N39°17'55"E			

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	79.56'	100.00'	77.48'	N28°39'11"W
C2	79.56'	100.00'	77.48'	S28°39'11"E



Parcel: B04 040  
Owner: DICKENS FARM INC.  
Date: 4/15/19  
Land Use: N/A  
G.M.D.: 239th  
County: OCONEE GA  
Job #: E16113B  
Scale: 1" = 100'  
Filed By: BRP  
Drawn By: NAP  
Checked By: DEJ

**PRECISION**  
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EASEMENT PLAT FOR:  
OCONEE COUNTY  
WATER RESOURCES DEPARTMENT  
BARBER CREEK SEWER EXTENSION

DRAWING NUMBER  
6 OF 6

**LEGAL DESCRIPTION**  
**20' PERMANENT UTILITY EASEMENT**  
**Parcel # B04 040**  
**DICKENS FARM INC.**

All that tract or parcel of land lying and being in the 239<sup>th</sup> G.M. District, Oconee County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Northerly end of the mitered Right-of-Way between the Westerly Right-of-Way of Mars Hill Road (R/W Varies) and at the Northerly Right-of-Way of Dooley Boulevard (R/W Varies); THENCE North 57 degrees 37 minutes 46 seconds East for a distance of 1230.12 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, North 75 degrees 33 minutes 20 seconds East for a distance of 388.79 feet to a Point; THENCE North 62 degrees 38 minutes 47 seconds East for a distance of 180.05 feet to a Point; THENCE North 78 degrees 44 minutes 31 seconds East for a distance of 188.89 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 63.19 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 20.00 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 164.04 feet to a Point; THENCE North 26 degrees 16 minutes 13 seconds East for a distance of 86.24 feet to a Point; THENCE North 13 degrees 50 minutes 24 seconds East for a distance of 103.16 feet to a Point; THENCE North 42 degrees 50 minutes 40 seconds East for a distance of 182.23 feet to a Point; THENCE North 36 degrees 31 minutes 35 seconds East for a distance of 397.25 feet to a Point; THENCE North 23 degrees 03 minutes 19 seconds East for a distance of 368.13 feet to a Point; THENCE South 61 degrees 27 minutes 14 seconds East for a distance of 20.09 feet to a Point; THENCE South 23 degrees 03 minutes 19 seconds West for a distance of 368.57 feet to a Point; THENCE South 36 degrees 31 minutes 35 seconds West for a distance of 392.16 feet to a Point; THENCE South 40 degrees 48 minutes 36 seconds East for a distance of 165.98 feet to a Point; THENCE South 18 degrees 34 minutes 12 seconds West for a distance of 267.29 feet to a Point; THENCE South 05 degrees 29 minutes 18 seconds West for a distance of 339.40 feet to a Point; THENCE South 13 degrees 03 minutes 34 seconds West for a distance of 237.05 feet to a Point; THENCE South 40 degrees 36 minutes 06 seconds East for a distance of 192.86 feet to a Point; THENCE South 08 degrees 46 minutes 14 seconds East for a distance of 257.98 feet to a Point; THENCE South 22 degrees 43 minutes 53 seconds East for a distance of 4.76 feet to a Point; THENCE South 29 degrees 42 minutes 42 seconds West for a distance of 25.23 feet to a Point; THENCE North 22 degrees 43 minutes 53 seconds West for a distance of 22.58 feet to a Point; THENCE North 08 degrees 46 minutes 14 seconds West for a distance of 254.73 feet to a Point; THENCE North 40 degrees 36 minutes 06 seconds West for a distance of 197.27 feet to a Point; THENCE North 13 degrees 03 minutes 34 seconds East for a distance of 245.84 feet to a Point; THENCE North 05 degrees 29 minutes 18 seconds East for a distance of 340.37 feet to a Point; THENCE North 18 degrees 34 minutes 12 seconds East for a distance of 258.18 feet to a Point; THENCE North 40 degrees 48 minutes 36 seconds West for a distance of 151.41 feet to a Point; THENCE South 42 degrees 50 minutes 40 seconds West for a

distance of 166.43 feet to a Point; THENCE South 13 degrees 50 minutes 24 seconds West for a distance of 100.17 feet to a Point; THENCE South 26 degrees 16 minutes 13 seconds West for a distance of 99.39 feet to a Point; THENCE South 83 degrees 46 minutes 57 seconds West for a distance of 257.32 feet to a Point; THENCE South 78 degrees 44 minutes 31 seconds West for a distance of 185.18 feet to a Point; THENCE South 62 degrees 38 minutes 47 seconds West for a distance of 179.49 feet to a Point; THENCE South 75 degrees 33 minutes 20 seconds West for a distance of 401.06 feet to a Point; THENCE South 38 degrees 57 minutes 37 seconds West for a distance of 188.38 feet to a Point; THENCE South 81 degrees 52 minutes 23 seconds West for a distance of 13.97 feet to a Point; THENCE North 38 degrees 48 minutes 31 seconds East for a distance of 218.57 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 1.709 Acres (74,466 Square Feet) as shown as a Permanent Utility Easement on the Easement Plat for Oconee County Water Resources Department – Barber Creek Sewer Extension, prepared by Precision Planning, Inc. (Job# E16113B), and dated 4/15/19.

**LEGAL DESCRIPTION**  
**20' ACCESS EASEMENT**  
**Parcel # B04 040**  
**DICKENS FARM INC.**

All that tract or parcel of land lying and being in the 239<sup>th</sup> G.M. District, Oconee County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Northerly end of the mitered Right-of-Way between the Westerly Right-of-Way of Mars Hill Road (R/W Varies) and at the Northerly Right-of-Way of Dooley Boulevard (R/W Varies); THENCE North 57 degrees 37 minutes 46 seconds East for a distance of 1230.12 feet to a Point; THENCE North 75 degrees 33 minutes 20 seconds East for a distance of 388.79 feet to a Point; THENCE North 62 degrees 38 minutes 47 seconds East for a distance of 180.05 feet to a Point; THENCE North 78 degrees 44 minutes 31 seconds East for a distance of 188.89 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 63.19 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, North 05 degrees 52 minutes 06 seconds West for a distance of 10.00 feet to a Point; THENCE North 05 degrees 52 minutes 06 seconds West for a distance of 404.78 feet to a Point; THENCE along a curve to the left having a radius of 100.00 feet and arc length of 79.56 feet being subtended by a chord of North 28 degrees 39 minutes 11 seconds West for a distance of 77.48 feet to a Point; THENCE North 51 degrees 26 minutes 44 seconds West for a distance of 105.04 feet to a Point; THENCE North 39 degrees 17 minutes 55 seconds East for a distance of 20.00 feet to a Point; THENCE South 51 degrees 26 minutes 44 seconds East for a distance of 113.18 feet to a Point; THENCE along a curve to the right having a radius of 100.00 feet and arc length of 79.56 feet being subtended by a chord of South 28 degrees 39 minutes 11 seconds East for a distance of 77.48 feet to a Point; THENCE South 05 degrees 52 minutes 06 seconds East for a distance of 413.06 feet to a Point; THENCE South 05 degrees 52 minutes 06 seconds East for a distance of 10.00 feet to a Point; THENCE South 83 degrees 46 minutes 57 seconds West for a distance of 20.00 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.281 Acres (12,242 Square Feet) as shown as a Access Easement on the Easement Plat for Oconee County Water Resources Department – Barber Creek Sewer Extension, prepared by Precision Planning, Inc. (Job# E16113B), and dated 4/15/19.

**LEGAL DESCRIPTION**  
**10' TEMPORARY CONSTRUCTION EASEMENT 1**  
**Parcel # B04 040**  
**DICKENS FARM INC.**

All that tract or parcel of land lying and being in the 239<sup>th</sup> G.M. District, Oconee County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Northerly end of the mitered Right-of-Way between the Westerly Right-of-Way of Mars Hill Road (R/W Varies) and at the Northerly Right-of-Way of Dooley Boulevard (R/W Varies); THENCE North 57 degrees 37 minutes 46 seconds East for a distance of 1230.12 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, North 38 degrees 48 minutes 31 seconds East for a distance of 16.71 feet to a Point; THENCE North 75 degrees 33 minutes 20 seconds East for a distance of 374.27 feet to a Point; THENCE North 62 degrees 38 minutes 47 seconds East for a distance of 180.34 feet to a Point; THENCE North 78 degrees 44 minutes 31 seconds East for a distance of 190.74 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 63.69 feet to a Point; THENCE South 05 degrees 52 minutes 06 seconds East for a distance of 10.00 feet to a Point; THENCE South 83 degrees 46 minutes 57 seconds West for a distance of 63.19 feet to a Point; THENCE South 78 degrees 44 minutes 31 seconds West for a distance of 188.89 feet to a Point; THENCE South 62 degrees 38 minutes 47 seconds West for a distance of 180.05 feet to a Point; THENCE South 75 degrees 33 minutes 20 seconds West for a distance of 388.79 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.187 Acres (8,150 Square Feet) as shown as a Temporary Construction Easement 1 on the Easement Plat for Oconee County Water Resources Department – Barber Creek Sewer Extension, prepared by Precision Planning, Inc. (Job# E16113B), and dated 4/15/19.

**LEGAL DESCRIPTION**  
**10' TEMPORARY CONSTRUCTION EASEMENT 2**  
**Parcel # B04 040**  
**DICKENS FARM INC.**

All that tract or parcel of land lying and being in the 239<sup>th</sup> G.M. District, Oconee County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Northerly end of the mitered Right-of-Way between the Westerly Right-of-Way of Mars Hill Road (R/W Varies) and at the Northerly Right-of-Way of Dooley Boulevard (R/W Varies); THENCE North 57 degrees 37 minutes 46 seconds East for a distance of 1230.12 feet to a Point; THENCE South 38 degrees 48 minutes 31 seconds West for a distance of 218.57 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, North 81 degrees 52 minutes 23 seconds East for a distance of 13.97 feet to a Point; THENCE North 38 degrees 57 minutes 37 seconds East for a distance of 188.38 feet to a Point; THENCE North 75 degrees 33 minutes 20 seconds East for a distance of 401.06 feet to a Point; THENCE North 62 degrees 38 minutes 47 seconds East for a distance of 179.49 feet to a Point; THENCE North 78 degrees 44 minutes 31 seconds East for a distance of 185.18 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 257.32 feet to a Point; THENCE North 26 degrees 16 minutes 13 seconds East for a distance of 99.39 feet to a Point; THENCE North 13 degrees 50 minutes 24 seconds East for a distance of 100.17 feet to a Point; THENCE North 42 degrees 50 minutes 40 seconds East for a distance of 166.43 feet to a Point; THENCE South 40 degrees 48 minutes 36 seconds East for a distance of 151.41 feet to a Point; THENCE South 18 degrees 34 minutes 12 seconds West for a distance of 258.18 feet to a Point; THENCE South 05 degrees 29 minutes 18 seconds West for a distance of 340.37 feet to a Point; THENCE South 13 degrees 03 minutes 34 seconds West for a distance of 245.84 feet to a Point; THENCE South 40 degrees 36 minutes 06 seconds East for a distance of 197.27 feet to a Point; THENCE South 08 degrees 46 minutes 14 seconds East for a distance of 254.73 feet to a Point; THENCE South 22 degrees 43 minutes 53 seconds East for a distance of 22.58 feet to a Point; THENCE South 29 degrees 42 minutes 42 seconds West for a distance of 12.61 feet to a Point; THENCE North 22 degrees 43 minutes 53 seconds West for a distance of 31.50 feet to a Point; THENCE North 08 degrees 46 minutes 14 seconds West for a distance of 253.10 feet to a Point; THENCE North 40 degrees 36 minutes 06 seconds West for a distance of 199.48 feet to a Point; THENCE North 13 degrees 03 minutes 34 seconds East for a distance of 250.24 feet to a Point; THENCE North 05 degrees 29 minutes 18 seconds East for a distance of 340.85 feet to a Point; THENCE North 18 degrees 34 minutes 12 seconds East for a distance of 253.63 feet to a Point; THENCE North 40 degrees 48 minutes 36 seconds West for a distance of 134.53 feet to a Point; THENCE South 42 degrees 50 minutes 40 seconds West for a distance of 152.67 feet to a Point; THENCE South 13 degrees 50 minutes 24 seconds West for a distance of 98.67 feet to a Point; THENCE South 26 degrees 16 minutes 13 seconds West for a distance of 105.97 feet to a Point; THENCE South 83 degrees 46 minutes 57 seconds West for a distance of 262.37 feet to a Point; THENCE South 78 degrees 44 minutes 31 seconds West for a

distance of 183.33 feet to a Point; THENCE South 62 degrees 38 minutes 47 seconds West for a distance of 179.21 feet to a Point; THENCE South 75 degrees 33 minutes 20 seconds West for a distance of 398.88 feet to a Point; THENCE South 38 degrees 57 minutes 37 seconds West for a distance of 189.01 feet to a Point; THENCE South 81 degrees 52 minutes 23 seconds West for a distance of 28.60 feet to a Point; THENCE North 38 degrees 48 minutes 31 seconds East for a distance of 14.65 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.703 Acres (30,619 Square Feet) as shown as a Temporary Construction Easement 2 on the Easement Plat for Oconee County Water Resources Department – Barber Creek Sewer Extension, prepared by Precision Planning, Inc. (Job# E16113B), and dated 4/15/19.

**LEGAL DESCRIPTION**  
**10' TEMPORARY CONSTRUCTION EASEMENT 3**  
**Parcel # B04 040**  
**DICKENS FARM INC.**

All that tract or parcel of land lying and being in the 239<sup>th</sup> G.M. District, Oconee County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Northerly end of the mitered Right-of-Way between the Westerly Right-of-Way of Mars Hill Road (R/W Varies) and at the Northerly Right-of-Way of Dooley Boulevard (R/W Varies); THENCE North 57 degrees 37 minutes 46 seconds East for a distance of 1230.12 feet to a Point; THENCE North 75 degrees 33 minutes 20 seconds East for a distance of 388.79 feet to a Point; THENCE North 62 degrees 38 minutes 47 seconds East for a distance of 180.05 feet to a Point; THENCE North 78 degrees 44 minutes 31 seconds East for a distance of 188.89 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 63.19 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 20.00 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, North 05 degrees 52 minutes 06 seconds West for a distance of 10.00 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 158.49 feet to a Point; THENCE North 26 degrees 16 minutes 13 seconds East for a distance of 79.66 feet to a Point; THENCE North 13 degrees 50 minutes 24 seconds East for a distance of 104.66 feet to a Point; THENCE North 42 degrees 50 minutes 40 seconds East for a distance of 184.26 feet to a Point; THENCE North 36 degrees 31 minutes 35 seconds East for a distance of 395.52 feet to a Point; THENCE North 23 degrees 03 minutes 19 seconds East for a distance of 367.91 feet to a Point; THENCE South 61 degrees 27 minutes 14 seconds East for a distance of 10.05 feet to a Point; THENCE South 23 degrees 03 minutes 19 seconds West for a distance of 368.13 feet to a Point; THENCE South 36 degrees 31 minutes 35 seconds West for a distance of 397.25 feet to a Point; THENCE South 42 degrees 50 minutes 40 seconds West for a distance of 182.23 feet to a Point; THENCE South 13 degrees 50 minutes 24 seconds West for a distance of 103.16 feet to a Point; THENCE South 26 degrees 16 minutes 13 seconds West for a distance of 86.24 feet to a Point; THENCE South 83 degrees 46 minutes 57 seconds West for a distance of 164.04 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.297 Acres (12,958 Square Feet) as shown as a Temporary Construction Easement 3 on the Easement Plat for Oconee County Water Resources Department – Barber Creek Sewer Extension, prepared by Precision Planning, Inc. (Job# E16113B), and dated 4/15/19.

**LEGAL DESCRIPTION  
10' TEMPORARY CONSTRUCTION EASEMENT 4  
Parcel # B04 040  
DICKENS FARM INC.**

All that tract or parcel of land lying and being in the 239<sup>th</sup> G.M. District, Oconee County, Georgia and being more particularly described as follows:

To find the **POINT OF COMMENCEMENT**, begin at a Concrete Monument Found at the Northerly end of the mitered Right-of-Way between the Westerly Right-of-Way of Mars Hill Road (R/W Varies) and at the Northerly Right-of-Way of Dooley Boulevard (R/W Varies); THENCE North 57 degrees 37 minutes 46 seconds East for a distance of 1230.12 feet to a Point; THENCE North 75 degrees 33 minutes 20 seconds East for a distance of 388.79 feet to a Point; THENCE North 62 degrees 38 minutes 47 seconds East for a distance of 180.05 feet to a Point; THENCE North 78 degrees 44 minutes 31 seconds East for a distance of 188.89 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 63.19 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 20.00 feet to a Point; THENCE North 83 degrees 46 minutes 57 seconds East for a distance of 164.04 feet to a Point; THENCE North 26 degrees 16 minutes 13 seconds East for a distance of 86.24 feet to a Point; THENCE North 13 degrees 50 minutes 24 seconds East for a distance of 103.16 feet to a Point; THENCE North 42 degrees 50 minutes 40 seconds East for a distance of 182.23 feet to a Point; THENCE North 36 degrees 31 minutes 35 seconds East for a distance of 397.25 feet to a Point; THENCE North 23 degrees 03 minutes 19 seconds East for a distance of 368.13 feet to a Point; THENCE South 61 degrees 27 minutes 14 seconds East for a distance of 20.09 feet to a Point, said Point being **THE POINT OF BEGINNING**.

THENCE from said Point as thus established, South 61 degrees 27 minutes 14 seconds East for a distance of 10.05 feet to a Point; THENCE South 23 degrees 03 minutes 19 seconds West for a distance of 368.79 feet to a Point; THENCE South 36 degrees 31 minutes 35 seconds West for a distance of 385.34 feet to a Point; THENCE South 40 degrees 48 minutes 36 seconds East for a distance of 163.68 feet to a Point; THENCE South 18 degrees 34 minutes 12 seconds West for a distance of 271.85 feet to a Point; THENCE South 05 degrees 29 minutes 18 seconds West for a distance of 338.91 feet to a Point; THENCE South 13 degrees 03 minutes 34 seconds West for a distance of 232.66 feet to a Point; THENCE South 40 degrees 36 minutes 06 seconds East for a distance of 190.65 feet to a Point; THENCE South 08 degrees 46 minutes 14 seconds East for a distance of 254.32 feet to a Point; THENCE South 29 degrees 42 minutes 42 seconds West for a distance of 14.23 feet to a Point; THENCE North 22 degrees 43 minutes 53 seconds West for a distance of 4.76 feet to a Point; THENCE North 08 degrees 46 minutes 14 seconds West for a distance of 257.98 feet to a Point; THENCE North 40 degrees 36 minutes 06 seconds West for a distance of 192.86 feet to a Point; THENCE North 13 degrees 03 minutes 34 seconds East for a distance of 237.05 feet to a Point; THENCE North 05 degrees 29 minutes 18 seconds East for a distance of 339.40 feet to a Point; THENCE North 18 degrees 34 minutes 12 seconds East for a distance of 267.29 feet to a Point; THENCE North 40 degrees 48 minutes 36 seconds West for a distance of 165.98 feet to a Point; THENCE North 36 degrees 31 minutes 35 seconds East for a

distance of 392.16 feet to a Point; THENCE North 23 degrees 03 minutes 19 seconds East for a distance of 368.57 feet to a Point, said Point being **THE POINT OF BEGINNING**.

Said property contains 0.509 Acres (22,164 Square Feet) as shown as a Temporary Construction Easement 4 on the Easement Plat for Oconee County Water Resources Department – Barber Creek Sewer Extension, prepared by Precision Planning, Inc. (Job# E16113B), and dated 4/15/19.

APPENDIX "C" TO EXHIBIT "A"

GEORGIA, OCONEE COUNTY

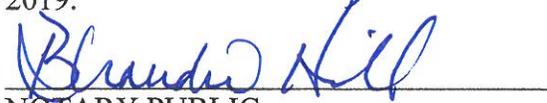
Personally comes, Michael C. Odom, residing at 390 Dunbar Springs Rd., Athens.

1. Affiant was employed by Oconee County to appraise the property owned by Dickens Farms, Inc., Parcel No. B04 040 of the easement rights required for construction of the Barber Creek Sewer Extension in **OCONEE** County, Georgia for said County and makes this sworn statement to be used in connection with condemnation proceedings under the Official Code of Georgia Annotated Sections 22-3-140 and 32-3-4 through 32-3-19, for the acquisition of said parcel.

2. Affiant is familiar with real estate values in said county and in the vicinity where said parcel is located. Affiant has personally inspected the property or right condemned and in appraising said parcel Affiant took into consideration the Fair Market Value of said parcel, as well as any consequential damages to remaining property of the Condemnee by reason of the taking and use of said parcel and other rights for the construction of said project, and any consequential benefits which may result to such remaining property by reason of such taking and use (consequential benefits not, however, considered except as offsetting consequential damages). After said investigation and research, Affiant has thus estimated that the just and adequate compensation for said parcel, and any consequential damages or benefits considered, is in the amount of \$50,315.

  
Michael C. Odom  
Georgia Certified General Appraiser 249179

Sworn to and subscribed before me,  
this 29th day of May,  
2019.

  
NOTARY PUBLIC

My commission expires 08/05/2022

