



SPECIAL CALLED MEETING AGENDA
Camden County Board of Commissioners
Teleconference Special Called Meeting in accordance
with O.C.G.A. § 50-14-1(g) due to COVID19 Pandemic
Tuesday, July 28, 2020 ~ 4:00 PM

Teleconference powered by Intellor

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US Toll Free: 1-877-369-5243
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Convene Special Called Meeting at 4:00 PM

Opening Ceremonies

- Invocation
- Pledge of Allegiance

Adoption of Special Called Agenda

Public Comments

Special Called Meeting

Joint Development Authority Director James Coughlin

1. [Consideration of Intergovernmental Agreement IGA for the Cumberland Inlet project in St. Marys.](#)

Senior Director of Human Resources Mike Spiers

2. [Approval of an updated Leave Transfer policy during the 2020 Coronavirus Pandemic.](#)

Additional Public Comments

Adjournment

As set forth in the Americans with Disabilities Act of 1992, Camden County does not discriminate on the basis of disability, and will assist citizens with special needs, given proper notice. Please contact the Office of the County Clerk for assistance prior to the given meeting. We can be reached at 912.576.5651.

The closed caption link:

<https://www.captionsedtext.com/client/event.aspx?CustomerID=2690&EventID=4513044>

CAMDEN COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED AGENDA ITEM: 1

SUBJECT: Consideration of Intergovernmental Agreement (IGA) for the Cumberland Inlet project in St. Marys.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: July 9, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: July 28th

PURPOSE:

To request that the Board of Commissioners:

- a. Consider approval of the Intergovernmental Agreement (IGA) with the JDA for the Cumberland Inlet project in St. Marys.

HISTORY:

1. This is the next step toward completion of re-development of Gilman mill site which is an objective in County Strategic Plan.
2. JDA entered MOU in January 2020.
3. JDA and St. Marys have approved development agreement in last month.
4. St. Marys approved IGA July 20th.

FACTS & ISSUES:

1. JDA issuing bond
2. Bond to be repaid by developer and St. Marys TAD
3. Pledge of County economic development millage serves as backstop should there be a shortfall in a given year's payment.
4. County Millage is 4th in line and is not general obligation.
5. JDA will also maintain a debt service reserve.
6. 1 mil = approximately \$1.5 million. Annual debt service on bond = approx. \$900,000.
7. JDA also entered into IGA with St. Marys for pledge of TAD revenue to service bond debt.

OPTIONS:

1. Motion to approve the Intergovernmental Agreement (IGA) for the Cumberland Inlet project in St. Marys.
2. Motion to deny this item.
3. Motion to table this item.
4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

1. To be determined by the Board.

DEPARTMENT:

Prepared by:

James Coughlin, Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

INTERGOVERNMENTAL CONTRACT

CITY OF ST. MARYS TAX ALLOCATION DISTRICT

THIS INTERGOVERNMENTAL CONTRACT, dated as August 1, 2020 (this “**Contract**”), is made by and between the **CITY OF ST. MARYS**, a municipal corporation of the State of Georgia (the “**City**”), and the **CAMDEN COUNTY JOINT DEVELOPMENT AUTHORITY** (the “**JDA**”), a joint development authority duly organized and validly existing under the Constitution and laws of the State of Georgia (the “**State**”), including the Development Authorities Law (O.C.G.A. Sec. 36-62-1, *et seq.*), as amended (the “**Act**”).

WITNESSETH:

WHEREAS, pursuant to Chapter 44 of Title 36 of the Official Code of Georgia Annotated, as amended (the “**Redevelopment Powers Law**”), municipalities may create tax allocation districts within a redevelopment district, which is defined and created by resolution of the local legislative body, for the purpose of financing, wholly or partly, redevelopment costs within the area, and the Georgia General Assembly enacted local legislation, effective February 26, 2014, authorizing the City to exercise all redevelopment powers under Article IX, Section II, Paragraph VII(b) of the Constitution and the Redevelopment Powers Law and calling for a referendum to authorize redevelopment powers, which referendum passed on May 20, 2014; and

WHEREAS, pursuant to the authority granted to the City under the Redevelopment Powers Law, the Council of the City adopted Resolution 11 on October 5, 2015, as may hereafter be amended (the “**TAD Resolution**”), creating the City of St. Marys Tax Allocation District #1: Historic & Industrial District (the “**TAD**”), the boundaries of which include the Master Project (defined herein) and which are entirely within the borders of the City and within the jurisdiction of the JDA; the TAD was lawfully created and lawfully exists under the Redevelopment Powers Law (O.C.G.A. Sec. 36-44-1, *et seq.*); and

WHEREAS, the City adopted a Redevelopment Plan for the TAD dated September 22, 2015 (the “**Redevelopment Plan**”; such term as used herein includes such Redevelopment Plan as and if amended, including any amendment pursuant to Section 5(h) hereto); and

WHEREAS, in furtherance of its public purposes, the JDA has entered into a Development Agreement dated as of July __, 2020 (the “**Development Agreement**”) with the City and Jacoby Development Inc., a Georgia corporation (the “**Developer**”), in order to express the definitive terms and conditions for the development of a “**Master Project**” to be located within the borders of the City and within the TAD; the Master Project is an authorized redevelopment project under the Redevelopment Powers Law, particularly O.C.G.A. Sec. 36-44-3(5)(A)–(C); and

WHEREAS, the costs (“**Qualified Project Costs**”) to be paid under the Waterfall (as defined in the Development Agreement) are redevelopment costs (as defined in the Redevelopment Powers Law at O.C.G.A. Sec. 36-44-3(8)) that the City may lawfully pay pursuant to the Redevelopment Powers Law (the uses of such payments, the “**TAD Permitted Services**”); and

WHEREAS, by resolution passed and adopted on December 8, 2015, the governing body of Camden County, Georgia (the “**County**”) consented to the inclusion of its *ad valorem* taxes on real property within the TAD in the computation of its tax allocation increment, and

WHEREAS, by resolution passed and adopted on December 8, 2015, the Board of Education of the Camden County School District consented to the inclusion of educational *ad valorem* taxes on real property within the TAD in the computation of its tax allocation increment; and

WHEREAS, the TAD Financing (as defined in the Development Agreement) constitutes an authorized method of financing certain costs of the Master Project under the Redevelopment Powers Law, and for the payment of Redevelopment Costs under the Redevelopment Powers Law, when used as contemplated in the Development Agreement; without limitation, the use of TAD Financing as a source for repayment of the Series 2020 Bond and for the repayment of the Developer’s Loan (as defined in the Development Agreement) is a lawful and proper means for the payment of such redevelopment costs; and

WHEREAS, the JDA has been created and activated pursuant to the Act for the purpose of promoting trade, commerce, industry, and employment opportunities for the public good and general welfare and for the purpose of promoting the general welfare of the State; and

WHEREAS, under the Act, the JDA has the power, *inter alia*, to borrow money in furtherance of its public purposes and to use the proceeds thereof for a project for any industrial, commercial, business, office, parking, public, or other use, provided that a majority of the members of the JDA determine by a duly adopted resolution that the project and the use thereof would further the public purposes described in the Act; and

WHEREAS, a majority of the directors of the JDA have found and determined, and do hereby find and determine, that the issuance by the JDA of the below-defined Series 2020 Bond will promote the objectives of the Act, by financing the below-defined Project which will develop and promote for the public good and general welfare, trade, commerce, industry, and employment opportunities and will promote the general welfare of the State; and

WHEREAS, the JDA has determined to finance certain costs of the Master Project by (i) making a loan to the Developer in the amount of \$7,020,000 (the “**JDA Loan**”) pursuant to a Loan Agreement dated as of August 1, 2020 (the “**Loan Agreement**”), the proceeds of which JDA Loan will be used by the Developer to pay a portion of the purchase price for the Master Project Site (as defined in the Development Agreement), (ii) paying the JDA’s portion of the Pre-Development Costs (as defined in the Development Agreement), and (iii) purchasing the Marina Project Site (as defined in the Development Agreement) from the Developer (collectively, the “**Project**”); and

WHEREAS, in order to finance the Project, as well as provide for payment of capitalized interest and certain costs of issuance (collectively, the “**Costs of the Project**”), the JDA has adopted a bond resolution on July __, 2020 (the “**Bond Resolution**”) authorizing it to issue its Taxable Industrial Development Revenue Bond, Series 2020, in a maximum principal amount not

to exceed \$10,848,500 (the “**Series 2020 Bond**”), such being the “2020 Bonds” referred to in the Development Agreement; and

WHEREAS, payment of the Series 2020 Bond will be secured in accordance with the provisions of an Intergovernmental Contract (the “**County IGA**”) between the JDA and the County, pursuant to which the JDA will agree, among other things, to issue the Series 2020 Bond and use the proceeds thereof to pay the Costs of the Project, and the County will agree, among other things, to make payments to the JDA to the extent necessary (and subject to the one mill limitation in O.C.G.A. Sec. 48-5-220(20)) to pay the debt service on the Series 2020 Bond and that such payments will be pledged by the JDA to the holders of the Series 2020 Bond; and

WHEREAS, recourse to the payments provided for in the County IGA is not the intended source for repayment of the Series 2020 Bond, which (after a period of capitalized interest) is the other components of the Flow of Funds (as defined in the Development Agreement), including repayments by the Developer of the JDA Loan, other proceeds of the Loan Documents, and net proceeds of the “**TAD Financing**” (defined in the Development Agreement as “amounts from the TAD’s special fund, derived solely from Master Project TAD Increments disbursed to pay Redevelopment Costs, such as “pay/go” payments”); the Development Agreement defines Master Project TAD Increment as “all positive tax increment derived from *ad valorem* taxes on real property within the borders of the Master Project Site, net of collection and other generally applicable governmental fees and charges for the collection and administration of real property taxes in the City and the County, and net of the Prorated PILOT Payment (as defined in the Development Agreement); and

WHEREAS, Section 3.9.1 in the Development Agreement provides the order by which net proceeds of the TAD Financing will be disbursed, in part, as follows:

Subject to provisions in the TAD Financing Documents regarding reserves and funds, net proceeds of the TAD Financing will be disbursed in the following order, from highest priority downwards (the “**Waterfall**”):

First- repayment of the 2020 Bonds to the extent other sources for repayment (particularly including payments by Developer as the result of a Liquidity Event, but not including payments under the County IGA) are not available;

Second- payment of costs of the Marina Project Infrastructure;

Third- payment of costs of the (a) Developer’s share of the Pre-Development Costs, (b) Developer’s purchase of the Master Project Site to the extent such costs were not funded through the JDA Loan, except for costs of the purchase of the Marina Project Site, (c) Developer’s purchase of the Marina Project Site, (d) Developer Project, to the extent not previously specified in this subsection, including eligible costs incurred prior to the Effective Date, provided, that any disbursement pursuant to this clause (d) must be for the purpose of paying the cost of public infrastructure (including purchasing from Developer or another private party an asset that will become public infrastructure as a result of such purchase, or must be Approved and (e) Marina Project (provided in each of the foregoing clauses that such costs are

Redevelopment Costs that City may lawfully pay pursuant to the Redevelopment Powers Law (O.C.G.A. Sec. 36-44-1, *et seq.*). The sequencing of the preceding clauses does not indicate priority; and

Fourth- payment of costs of Infrastructure Improvements.

and

WHEREAS, the City is authorized and desires to apply the Master Project TAD Increment to make Intergovernmental Payments (as defined herein), and as otherwise provide in the Waterfall, in accordance with the provisions of the Constitution, the laws of the State of Georgia, and this Contract, as consideration for the JDA agreeing to issue the Series 2020 Bond and perform its obligations under the Development Agreement; and

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes, among other things, any county, municipality or other political subdivision of the State to contract for any period not exceeding 50 years with each other or with any other public agency, public corporation or public authority for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, provided that such contract deals with activities, services or facilities which the contracting parties are authorized by law to undertake or provide; and

WHEREAS, the City and the JDA have respectively found and determined, and do hereby find and determine, that, as to each of them respectively, this Contract deals with activities, services or facilities which such contracting party is authorized by law to undertake or provide, and that hence, this Contract is authorized by said Constitutional provision; and

WHEREAS, the City's obligation to make payments under this Contract is limited to amounts it collects as Master Project TAD Increment, if any, and such obligation will not constitute a general obligation of the City nor a full faith and credit obligation of the City;

NOW, THEREFORE, for and in consideration of the foregoing premises and undertakings as hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the JDA DO HEREBY AGREE, as follows:

Section 1. - TERM

This Contract will become effective upon its execution and delivery by all of the parties hereto and upon delivery of a final, non-appealable validation order of the Superior Court of Camden County (or any appellate court) validating the enforceability of this Intergovernmental Contract. This Contract will continue in effect until the expiration or earlier termination of the Development Agreement. In no event will the term of this Contract extend for more than fifty (50) years.

Section 2. – JDA REPRESENTATIONS AND WARRANTIES

The JDA represents, covenants and warrants for the benefit of the City as follows:

(a) The JDA is a public body corporate and politic duly created, organized and existing under the Georgia Constitution and laws of the State of Georgia, including the Act. Under the provisions of the Georgia Constitution and the Act, the JDA is authorized to execute, deliver and perform its obligations under this Contract. The JDA Board has duly authorized the execution, delivery and performance of this Contract.

(b) The JDA is authorized to enter into the transactions contemplated by this Contract and to carry out its obligations hereunder, has been duly authorized to execute and deliver this Contract, and will do or cause to be done all things necessary to preserve and keep in full force and effect its status and existence as a body corporate and politic.

(c) All action necessary to authorize the JDA to enter into this Contract has been taken by the members of the JDA and this Contract has been approved by and entered into the minutes of the JDA.

Section 3. – CITY REPRESENTATIONS AND WARRANTIES

The City represents, covenants and warrants for the benefit of the JDA as follows:

(a) The City has duly (i) formed the City of St. Marys Tax Allocation District No. 1: Historic & Industrial District and (ii) adopted and approved the Redevelopment Plan.

(b) The City is a municipal corporation under the laws of the State of Georgia, having the power and authority to enter into this Contract, and, by proper action of its governing body, authorized the execution and delivery of this Contract.

(c) On _____, 2020, governmental action was taken by the Mayor and Council of the City in a meeting duly noticed, called and held and that this Contract has been approved by and entered into the minutes of the Mayor and Council of the City.

Section 4. – JDA AGREEMENTS

(a) In furtherance of the public purpose for which the JDA was created, the JDA agrees to issue the Series 2020 Bond and apply the proceeds thereof to pay the Costs of the Project.

(b) The JDA agrees to enter into all contracts and do all things necessary to effect the completion of the Project. The JDA agrees that it will pursue completion of the Project with all reasonable dispatch and use its commercially reasonable efforts to cause the Project to be completed as soon as may be practicable, but if for any reason such acquisition, construction and installation is not so completed, there will be no resulting liability on the part of the JDA and no diminution in or postponement of the amounts payable hereunder.

(c) The JDA will not issue additional obligations (other than the Series 2020 Bond or obligations issued to refund the Series 2020 Bond) payable from the moneys received pursuant to this Contract, nor will the JDA create any lien whatsoever on such moneys except that the JDA may issue refunding bonds for the purposes of refunding the Series 2020 Bond and the same shall be permitted hereunder and treated as though they were the Series 2020 Bond. The JDA may also

issue any Parity Bonds (as defined in the Bond Resolution) but any such Parity Bonds shall not be entitled to the benefit hereof unless the City consents thereto.

Section 5. – CITY AGREEMENTS

(a) Within three (3) Business Days after a deposit of Master Project TAD Increment is made into the TAD’s special fund, the City shall withdraw the amount thereof from the TAD’s special fund, and deposit the same into the Debt Service Fund, except to the extent that, within such three (3)-Business Day period, the City shall have requested of, and received from, the custodian of the Debt Service Fund, written notification that such amount is not needed for the payment of debt service (principal and interest) on the Series 2020 Bond for the current calendar year or the ensuing calendar year, or for the capitalization of or replenishing of any fund under the JDA Bond Documents. To the extent not so needed, amounts in the special fund shall be applied as otherwise provided in the Waterfall.

(b) In consideration of the facilities provided and services rendered by the JDA hereunder, the City will pay to the JDA all amounts collected as Master Project TAD Increments by the City (“**Intergovernmental Payments**”) to the extent and as required by Section 5(a), above. The City’s obligation to make Intergovernmental Payments is limited to amounts it receives from collection of the Master Project TAD Increments, if any, and such obligation will not constitute a general obligation of the City.

(c) All payments required by this Contract will be paid solely from collections from such Master Project TAD Increments. The total amount of Intergovernmental Payments will not exceed the lesser of (i) the amount of Qualified Project Costs that constitute TAD Permitted Services or (ii) the Maximum Amount (as defined in the Development Agreement).

(d) The City’s obligation to make the payments required by this Section 5 of this Contract will be limited to the collections from the Master Project TAD Increments and will be absolute and unconditional so long as the Series 2020 Bond remains outstanding, and any Reimbursement Costs to be paid under the Development Agreement remain unpaid, and such payments will not (except as provided herein) be abated or reduced for any reason whatsoever; provided, that the City’s obligation to make payments under this Contract will be limited to amounts it collects as Master Project TAD Increments. The City has not pledged its full faith and credit or taxing power, to make the payments required by this Section 5 of this Contract. Furthermore, the City will not exercise any right of set-off or any similar right with respect to such payments, nor will it withhold any such payments because of any claimed breach of this Contract by the JDA. The foregoing provision relating to the absolute and unconditional nature of said obligation of the City to pay will not affect the obligation of the JDA to perform its obligations under this Contract or otherwise, nor will such provision otherwise affect any remedies available to the City on account of any claimed breach by the JDA.

(e) The City agrees in the event that collections from the Master Project TAD Increments in any year exceed the amounts needed in such year to make payments, in respect of the Series 2020 Bond or as otherwise provided in the Waterfall, such excess will be held exclusively for the purpose of making in subsequent years the payments required hereby.

(f) The City agrees that while the Series 2020 Bond is outstanding the City: (i) will not terminate the TAD or revoke or repeal the related legislation, (ii) will not create and will not suffer to remain, any lien, encumbrance or charge upon Master Project TAD Increments, and (iii) will not reduce the area constituting the TAD unless the County consents to any such reduction.

(g) The City is not required to issue any tax allocation bonds (as defined in the Redevelopment Powers Law).

(h) In the event that an item of Redevelopment Costs that the Development Agreement contemplates being paid is not authorized to be paid by the Redevelopment Plan, such payment shall be deferred, and the City shall amend the Redevelopment Plan to provide the requisite authorization, subject to the Redevelopment Powers Law (O.C.G.A. § 36-44-1, *et seq.*). Any item of Redevelopment Costs whose payment was deferred because of the need for such amendment shall be paid as promptly as possible, consistent with the Waterfall, once such amendment is effective.

(i) The City shall make TAD Financing available for payment of Qualified Costs of the Master Project in accordance with the terms and conditions set forth in the Development Agreement.

(j) The City shall provide for payment of TAD Financing in accordance with the Waterfall as provided in Section 3.9 of the Development Agreement.

Section 6. – ADDITIONAL AGREEMENTS

The JDA and the City agree as follows:

(a) This Contract will be construed and enforced in accordance with the laws of the State of Georgia. The City and the JDA each acknowledge and agree that either party will have the right to enforce the performance of obligations provided for hereunder by writ of mandamus filed in the Superior Court of Camden County.

(b) Should any phrase, clause, sentence or paragraph herein contained be held invalid or unconstitutional, it will in no way affect the remaining provisions of this Contract, which provisions will remain in full force and effect.

(c) This Contract may be executed in several counterparts, each of which will be an original but all of which will constitute one and the same instrument.

(d) The parties will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Contract.

[Signature Pages Follow]

[Signature page of Intergovernmental Contract]

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized officers, have cause this Contract to be executed in multiple counterparts under seals as of the day and year first above written.

CITY OF ST. MARYS

Mayor

ATTEST:

City Clerk

(SEAL)

[Signature page of Intergovernmental Contract]

**CAMDEN COUNTY JOINT DEVELOPMENT
AUTHORITY**

(SEAL)

By: _____
Chairman

ATTEST:

Secretary

CAMDEN COUNTY BOARD OF COMMISSIONERS
SPECIAL CALLED AGENDA ITEM: 2

SUBJECT: Approval of an updated Leave Transfer policy during the 2020 Coronavirus Pandemic.

- Recommendation
- Policy Discussion
- Status Report
- Action Item
- Other

DATE SUBMITTED: July 24, 2020

BUDGET INFORMATION: N/A

COMMISSION ACTION REQUESTED ON: July 28th 2020

PURPOSE:

To request that the Board of Commissioners:

- a. Consider the approval of an updated Leave Transfer policy during the 2020 Coronavirus Pandemic.

HISTORY:

- 1. Camden County has a duty to protect its employees and citizens that enter County facilities. Allowing employees with no leave balance to accept donations of leave time from coworkers will help prevent employees that may be exposed or sick from coming in to work or County facilities for fear of missing pay.

FACTS & ISSUES:

- 1. We want employees that have been exposed to the virus not to come to work so that we can prevent spread to other employees and citizens.
- 2. Employees without paid leave time available may be more prone to come to work sick if it causes them to lose pay.
- 3. Allowing employees to accept donated leave from coworkers will allow them to continue to be paid.

OPTIONS:

- 1. Motion to approve this item.
- 2. Motion to deny this item.
- 3. Motion to table this item.
- 4. Other action by the Board.

DEPARTMENT RECOMMENDED ACTION:

- 1. To be determined by the Board.

DEPARTMENT:

Prepared by:

Mike Spiers, Sr. Director

IF APPLICABLE:

County Attorney Review:

Attorney John S. Myers

IF APPLICABLE:

Finance Review:

Nancy Gonzalez, CFO

Leave Transfer Policy
Approved April 26, 2019
Updated July 28, 2020

PURPOSE:

The purpose of this policy is to set forth procedures and requirements for a voluntary leave transfer program under which unused accrued annual or sick leave of an employee may be transferred for use by another employee who needs such leave because of a medical emergency. There is no limit to the amount of leave an employee may receive from a donor, however any unused donated leave must be returned to the donor when the medical emergency ends.

DEFINITIONS:

The following definitions shall apply to the Leave Transfer Policy.

1. **Employee** – Any person employed by the County for one year (12 consecutive months), has successfully completed their initial probationary period, and is not currently in a probationary status.
2. **Family Member**
 - a. Spouse, and parents thereof
 - b. Children, including adopted children and spouses thereof
 - c. Parents or Step-parents
 - d. Brothers and sisters
3. **Catastrophic Illness or Medical Emergency** – An illness or injury or medical condition that requires the completion of an FMLA packet and an employee’s absence from work for more than ten (10) consecutive work days for 8-12 hours shifts and five (5) days for 24 hours shifts employees.
4. **Leave Donor** – An employee who voluntarily writes a request for transfer of leave to the leave account of a leave recipient.
5. **Leave Recipient** – A current employee who has requested to receive leave from the leave account of one or more leave donors. The leave recipient must have exhausted all forms of paid leave, sick leave and annual leave, prior to using transferred leave.

If an employee is granted a transfer of leave and it is later determined that the employee received such leave transfer on the basis of erroneous or false statements or information, the employee will be required to reimburse the Leave Donor and face possible disciplinary actions or termination.

ELIGIBILITY:

All benefit eligible employees who receive annual and sick leave may transfer/receive leave upon being employed for one year (12 consecutive months).

POLICY:

1. Participation is voluntary. No employee shall threaten, coerce, or attempt to threaten or coerce another employee for the purpose of interfering with leave transfer, receipt of leave, or the use of transferred leave.
2. There is no limit on the amount of donated leave an employee may receive from leave donor(s). However, any unused donated leave must be returned to the leave donor(s) when the medical emergency ends and/or the employee returns to work.
3. Human Resources will be responsible for guarding the privacy of leave donors and leave recipients.
4. Leave donation requests are permitted only for an employee's serious, catastrophic illness or injury, or medical emergency. The employee must (a) have exhausted all available paid leave (sick and annual); (b) require an absence from work for at least ten (10) consecutive days for 8-12 hours shifts and five (5) days for 24 hours shifts employees, per illness or episode.
5. Have an approved FMLA packet on file in Human Resources.
6. Leave transfer requests must be submitted at least five (5) working days prior to the beginning of the pay period in which donated leave is to be used. Should leave transfer requests be denied, the Supervisor will advise the employee with reasoning within three (3) working days of the request.
7. Leave will be transferred on a dollar for dollar basis.

For example:

Donor makes \$15/hr

Donor donates 10 hours @ \$15/hr.

Recipient makes \$10/hr

Recipient receives 15 hours @ \$10/hr.

Donor makes \$15/hr

Donor donates 10 hours @ \$15/hr.

Recipient makes \$20/hr

Recipient receives 7.5 hours @ \$20/hr.

REQUIREMENTS FOR TRANSFERRED LEAVE:

1. An employee transferring leave cannot donate an amount which would result in the employee having a personal available balance of combined sick and annual leave falling below 80 hours.

ELIGIBILITY TO REQUEST TRANSFER OF LEAVE:

1. Completion of one year (12 consecutive months) of employment with Camden County.
2. Has not been away from work for more than six (6) months accumulative within the last three (3) years.
3. Have a non-occupational, catastrophic illness or medical emergency.
4. Have exhausted all sick leave and annual leave.
5. Submit the required documentation listed below to your immediate supervisor for consideration of leave transfer/use:
 - a. Request for leave transfer
 - b. Medical certification form from physician (included in FMLA packet)

SPECIAL CONSIDERATION DURING THE 2020 CORONAVIRUS PANDEMIC:

Between **July 1, 2020** and **December 31, 2020**, Camden County will allow a member of staff that has been employed for more than thirty (30) continuous days, and has to miss work due to Coronavirus related concerns as defined below, the ability to receive donated leave time up to the equivalent of 80 hours at the recipient's normal rate of pay.

Coronavirus related concerns are defined as: An employee:

- 1) Is subject to a federal, state, or local quarantine or isolation order;
- 2) Has been advised by a health care provider to self-quarantine;
- 3) Is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
- 4) Is caring for an individual subject (or advised) to quarantine or isolation;
- 5) Is caring for a son or daughter whose school or place of care is closed, or childcare provider is unavailable, due to COVID-19 precautions, or;
- 6) Is experiencing substantially similar conditions as specified by the Secretary of Health and Human Services

To be eligible under this special consideration, the **Recipient** must:

- 1) Have used all available leave hours under the Emergency Paid Sick Leave Act (EPSLA), as part of the Families First Coronavirus Response Act (FFCRA).
- 2) Have used all of their own personally accrued leave time, both annual leave and sick leave.

The recipient shall not receive more than the equivalent of 40 hours of leave from a single donor. Multiple donors will be required in order to receive the maximum total donation of 80 hours. It shall be the responsibility of the potential recipient to request leave donations from coworkers.

Under this consideration, the **Donor** must:

- 1) Have a remaining leave balance of at least 80 hours of combined leave (annual and sick time) after any donation is made.
- 2) Complete the Donor Leave Transfer form (the last page of this policy) and forward it to Human Resources before the second Thursday of the payroll period.



Board of County Commissioners

200 East 4th Street / P.O. Box 99 • Woodbine, Georgia 31569
Phone: (912) 576-5660 • Fax: (912) 576.3214 • www.camdencountyga.gov

Human Resources Department

Donor Leave Transfer

Name: _____ Employee Number: _____

Department/Office: _____

I, _____, of my own free will, am donating _____ hours
(Print name)

of my Annual Sick leave to _____,
(Print name) (Employee #)

I understand that my donated leave will be credited to the named employee in bi-weekly increments either until the donated hours are used completely or until the recipient returns to work, whichever is first.

Employee Signature

Date

Supervisor Signature

Date

Department Head Signature

Date

Human Resources Signature

Date

HUMAN RESOURCES ONLY:

Donor Rate: \$ _____ Recipient Rate: \$ _____ Total Converted Hours: _____