

**Pierce County Board of Commissioners  
Called Meeting Minutes  
Thursday, December 10, 2020 6:00 PM**

Commissioners in Attendance

Neal Bennett, Chairman  
Harold Rozier, District 1  
Mike Streat, District 2  
Randy Dixon, District 3  
David Lowman, District 4

Staff in attendance

Franklin Rozier, County Attorney  
Jason Rubenbauer, County Manger  
Amy Hitt, County Clerk

1. Call to order - Chairman Bennett called the meeting to order at 6:00 PM
2. Invocation and pledge of allegiance - Commissioner David Lowman gave an invocation and Commissioner Randy Dixon led the pledge of allegiance.
3. Approval of agenda

Commissioner Randy Dixon made a motion to approve the agenda as presented. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

4. Review and approval of 2021 Budget and Position Control Resolution for the General Fund, Recreation Fund and E911 Fund.

2021 General Fund Budget, E911 Budget and Recreation Fund Budget & Position Control  
Resolution

A RESOLUTION ADOPTING A BUDGET FOR THE FISCAL YEAR 2021 FOR THE GENERAL FUND, E911 FUND AND RECREATION FUND OF PIERCE COUNTY, APPROPRIATING THE AMOUNTS SHOWN IN EXHIBIT A AS EXPENDITURES, ADOPTING THE ANTICIPATED REVENUES AND THE APPROPRIATION OF FUNDS FOR PIERCE COUNTY, GEORGIA, FOR THE FISCAL YEAR 2021 BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021. PROHIBITING EXPENDITURES TO EXCEED APPROPRIATIONS AND PROHIBITING EXPENDITURES FROM EXCEEDING ACTUAL FUNDING SOURCES.

WHEREAS, the Board of Commissioners of Pierce County, Georgia did meet on December 10, 2020 to discuss and consider the general operating, E911 and recreation fund budgets for the fiscal year 2021. And,

WHEREAS, Georgia Code Section 36-81-3(d) (2) allows for the Board of Commissioners to appoint a county official to authorize budget transfers below the legal level of control. And,

WHEREAS, the legal level of control will be set at the Summary Line-Item Level for the 2021 Budget and the definition of summary line item will be the following major classifications within the budget; Personnel, Purchased/Contract Services, Capital Outlay, and Debt Service.

NOW THEREFORE, BE IT RESOLVED by the County Commissioners of Pierce County, by virtue of the authority vested in them by law, as follows:

Section I. The sums of money as summarized in Exhibit A attached hereto and made a part of this Resolution, shall be and are hereby adopted as the Operating Budget for the General Fund, E 911 Fund & Recreation Fund of Pierce County Fiscal Year 2021 (FY21), beginning January 1, 2021 and ending December 31, 2021.

Section II. The total appropriation of funds for all departments and agencies shall be

\$ 9,839,695.00 – General Fund

\$ 394,925.00 – E911 Fund

\$ 339,854.00 – Recreation Fund

as provided for in the attached budget.

A detail statement of this budget is attached hereto as Exhibit “A” and a position control count document is attached hereto as Exhibit “B” and is incorporated by reference.

PIERCE COUNTY BOARD OF COMMISSIONERS

By: \_\_\_\_\_  
Neal Bennett, Chairman

Attest: \_\_\_\_\_  
Amy Hitt, County Clerk

2021 General Fund Proposed							EXHIBIT A
Department Budgets							11/30/2020
	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	BUDGET 2019	BUDGET 2020	ACTUAL 10/31/2020	PROPOSED 2021
REVENUE							
Fund Balance							\$ -
Property & Other Taxes	\$ 7,187,879	\$ 7,407,698	\$ 7,814,275	\$ 8,503,933	\$ 8,365,000	\$ 8,611,181	\$ 8,789,000
Fees & Permits	\$ 116,835	\$ 125,534	\$ 157,772	\$ 171,170	\$ 140,500	\$ 118,690	\$ 139,045
Charges for Services	\$ 999,379	\$ 989,274	\$ 938,441	\$ 900,096	\$ 521,850	\$ 406,166	\$ 508,150
Fines and Forfeitures	\$ 214,065	\$ 207,571	\$ 177,732	\$ 189,443	\$ 180,600	\$ 126,962	\$ 184,100
Investment Income	\$ 9,031	\$ 9,675	\$ 9,690	\$ 29,577	\$ 10,500	\$ 3,785	\$ 10,500
Intergovernmental	\$ 224,217	\$ 94,803	\$ 245,076	\$ 167,327	\$ 110,000	\$ 397,242	\$ 107,900
Miscellaneous Revenue	\$ 444,891	\$ 212,664	\$ 144,249	\$ 103,099	\$ 159,000	\$ 81,185	\$ 101,000
Other Financing Sources	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
TOTAL REVENUE	\$ 9,196,297	\$ 9,047,218	\$ 9,487,234	\$ 10,064,646	\$ 9,487,450	\$ 9,745,212	\$ 9,839,695
TOTAL EXPENDITURES	\$ 9,122,559	\$ 8,849,316	\$ 9,377,323	\$ 8,472,800	\$ 9,487,450	\$ 6,986,938	\$ 9,839,695
EXPENDITURES	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	BUDGET 2019	BUDGET 2020	YTD 09/30/2020	PROPOSED 2021
County Commissioners	\$ 70,771	\$ 70,544	\$ 69,178	\$ 63,893	\$ 81,180	\$ 55,348	\$ 75,930
Chairman	\$ 38,541	\$ 39,391	\$ 41,672	\$ 38,802	\$ 46,944	\$ 30,038	\$ 49,494
County Manager	\$ 102,007	\$ 119,356	\$ 93,119	\$ 96,997	\$ 100,770	\$ 79,375	\$ 102,046
County Clerk	\$ 58,438	\$ 69,829	\$ 68,080	\$ 66,337	\$ 75,724	\$ 56,028	\$ 69,269
Elections	\$ 128,016	\$ 94,192	\$ 149,320	\$ 93,849	\$ 182,636	\$ 130,498	\$ 103,842
Finance	\$ 163,082	\$ 172,615	\$ 174,595	\$ 182,556	\$ 191,298	\$ 161,412	\$ 159,881
Legal Counsel	\$ 100,877	\$ 42,500	\$ 29,895	\$ 18,009	\$ 18,886	\$ 10,054	\$ 18,966
Information Technology	\$ 11,085	\$ 54,175	\$ 64,029	\$ 47,736	\$ 47,500	\$ 28,697	\$ 40,750
Human Resources	\$ 52,308	\$ 61,997	\$ 37,220	\$ 22,927	\$ 3,175	\$ 766	\$ 525
Tax Commissioner	\$ 249,549	\$ 256,243	\$ 266,796	\$ 278,121	\$ 303,810	\$ 234,673	\$ 299,284
Tax Assessor	\$ 313,892	\$ 347,020	\$ 312,544	\$ 284,929	\$ 307,038	\$ 217,573	\$ 297,486
Risk Management	\$ 194,062	\$ 197,949	\$ 181,253	\$ 186,042	\$ 205,000	\$ 167,105	\$ 205,000
Planning & Codes	\$ 89,386	\$ 107,943	\$ 99,887	\$ 88,001	\$ 105,968	\$ 84,379	\$ 106,783
Administration TOTAL	\$ 1,572,014	\$ 1,632,755	\$ 1,587,587	\$ 1,468,200	\$ 1,669,929	\$ 1,255,947	\$ 1,529,256
Courthouse Bldg	\$ 167,525	\$ 61,035	\$ 183,556	\$ 82,648	\$ 141,100	\$ 70,173	\$ 87,750
Carter Ave	\$ 1,042	\$ -	\$ 10,007	\$ 5,852	\$ 8,750	\$ 13,462	\$ 6,150
Nichols St Bldg	\$ 158,897	\$ 147,236	\$ 104,808	\$ 111,539	\$ 126,246	\$ 95,417	\$ 252,065
Grady Street School	\$ 16,782	\$ 3,712	\$ 3,523	\$ 6,150	\$ 4,000	\$ 5,092	\$ 2,975
EMA Building	\$ 15,015	\$ 15,114	\$ 16,199	\$ 9,948	\$ 7,850	\$ 7,552	\$ 9,960
Health Dept Bldg	\$ 661	\$ 557	\$ 7,291	\$ 2,936	\$ 1,650	\$ 1,048	\$ 6,000
College Ave	\$ 85,108	\$ 81,256	\$ 88,143	\$ 108,870	\$ 200,358	\$ 127,042	\$ 96,460
Grady Street Headstart	\$ 2,907	\$ 1,331	\$ 696	\$ -	\$ 500	\$ -	\$ 750
Hendry St	\$ 17,793	\$ 19,394	\$ 21,487	\$ 16,372	\$ 24,500	\$ 8,184	\$ 18,710
Strickland Ave							\$ 5,500
Buildings TOTAL	\$ 504,097	\$ 329,636	\$ 435,711	\$ 344,314	\$ 514,954	\$ 327,971	\$ 486,320

EXPENDITURES	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	BUDGET 2019	BUDGET 2020	YTD 06/30/2020	PROPOSED 2021
Superior Court	\$ 85,089	\$ 62,642	\$ 87,374	\$ 82,604	\$ 85,755	\$ 55,980	\$ 84,732
Clerk of Court	\$ 274,234	\$ 299,166	\$ 310,762	\$ 295,692	\$ 311,520	\$ 254,599	\$ 321,587
Board of Equalization	\$ 3,011	\$ 2,718	\$ 3,758	\$ 1,530	\$ 4,500	\$ 1,680	\$ 4,630
State Court	\$ 85,977	\$ 93,135	\$ 85,634	\$ 98,617	\$ 98,368	\$ 66,562	\$ 94,168
Solicitor General	\$ 87,126	\$ 92,762	\$ 78,371	\$ 85,209	\$ 89,621	\$ 71,233	\$ 89,730
Magistrate Court	\$ 182,039	\$ 184,910	\$ 176,859	\$ 184,996	\$ 190,908	\$ 138,880	\$ 188,378
Probate Court	\$ 134,256	\$ 141,210	\$ 144,135	\$ 134,924	\$ 150,223	\$ 117,093	\$ 151,324
Juvenile Court	\$ 32,904	\$ 6,358	\$ 21,925	\$ 22,330	\$ 25,550	\$ 28,510	\$ 28,075
Court Services TOTAL	\$ 884,636	\$ 882,902	\$ 908,817	\$ 905,902	\$ 956,445	\$ 734,538	\$ 962,624
Sheriff Admin	\$ 328,677	\$ 310,971	\$ 335,311	\$ 319,415	\$ 308,185	\$ 275,081	\$ 311,449
Criminal Investigation	\$ 195,057	\$ 231,680	\$ 257,611	\$ 264,672	\$ 284,418	\$ 253,047	\$ 293,482
Deputies	\$ 694,880	\$ 744,405	\$ 806,116	\$ 716,886	\$ 811,731	\$ 635,812	\$ 819,618
Resource Officer		\$ -	\$ 20,842	\$ 43,742	\$ 43,293	\$ 37,196	\$ 49,666
Jail Operations	\$ 1,512,848	\$ 1,458,891	\$ 1,545,150	\$ 1,491,723	\$ 1,639,410	\$ 1,173,881	\$ 1,730,741
Work Detail	\$ 113,245	\$ 107,464	\$ 116,904	\$ 90,049	\$ 134,898	\$ 61,874	\$ 48,343
Court Services	\$ 25,418	\$ 23,685	\$ 21,093	\$ 19,550	\$ 26,540	\$ 11,054	\$ 39,660
Animal Control	\$ 32	\$ 22	\$ 22	\$ 22	\$ 1,500	\$ -	\$ 1,500
Office of the Sheriff TOTAL	\$ 2,870,157	\$ 2,877,118	\$ 3,103,049	\$ 2,946,059	\$ 3,249,975	\$ 2,447,944	\$ 3,294,460
Fire	\$ 76,125	\$ 55,891	\$ 80,007	\$ 151,173	\$ 252,482	\$ 211,437	\$ 341,278
EMS	\$ 940,687	\$ 965,761	\$ 928,427	\$ 518,595	\$ 352,500	\$ 352,222	\$ 402,500
Coroner	\$ 30,713	\$ 30,638	\$ 30,655	\$ 31,206	\$ 33,513	\$ 31,570	\$ 39,513
EMA	\$ 59,644	\$ 62,253	\$ 67,306	\$ 26,977	\$ 20,425	\$ 8,815	\$ 20,425
Other - Public Safety TOTAL	\$ 1,107,169	\$ 1,114,544	\$ 1,106,395	\$ 727,951	\$ 658,920	\$ 604,045	\$ 803,716
EXPENDITURES	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	BUDGET 2019	BUDGET 2020	YTD 09/30/2020	PROPOSED 2021
Road Dept Admin	\$ 91,028	\$ 87,079	\$ 101,204	\$ 94,921	\$ 104,027	\$ 82,909	\$ 103,277
Road Unpaved Streets	\$ 543,332	\$ 637,251	\$ 689,709	\$ 651,552	\$ 746,476	\$ 525,429	\$ 1,016,404
Road Maintenance	\$ 122,750	\$ 104,011	\$ 227,746	\$ 199,378	\$ 278,800	\$ 183,416	\$ 297,800
Road Shop	\$ 128,297	\$ 50,691	\$ 15,918	\$ 8,635	\$ 18,400	\$ 7,694	\$ 17,900
Solid Waste Disposal	\$ 1,646	\$ 1,194	\$ 491	\$ 581	\$ 800	\$ 675	\$ 800
Post Closure Landfill	\$ 20,730	\$ 11,165	\$ 31,245	\$ 20,955	\$ 21,000	\$ 10,365	\$ 21,000
Road Department TOTAL	\$ 907,783	\$ 891,391	\$ 1,066,313	\$ 976,023	\$ 1,169,503	\$ 810,489	\$ 1,457,181
General Admin - RDC/ACCG/Dues	\$ 21,270	\$ 21,632	\$ 25,580	\$ 25,677	\$ 22,000	\$ 18,419	\$ 25,500
District Attorney	\$ 55,580	\$ 53,964	\$ 58,261	\$ 57,473	\$ 58,100	\$ 47,065	\$ 58,100
Public Defender	\$ 76,419	\$ 96,938	\$ 109,347	\$ 97,325	\$ 98,949	\$ 51,967	\$ 99,022
Health Dept Admin	\$ 94,179	\$ 94,179	\$ 94,179	\$ 93,554	\$ 94,179	\$ 77,858	\$ 94,179
DFACS	\$ 39,459	\$ 34,103	\$ 5,593	\$ -	\$ 31,122	\$ 2,175	\$ 31,122
Soil & Water Conservation	\$ 7,771	\$ 3,018	\$ -	\$ 45	\$ -	\$ -	\$ -
Forest Services	\$ 12,289	\$ 12,089	\$ 11,873	\$ 11,948	\$ 12,439	\$ 11,748	\$ 12,439
Mandated TOTAL	\$ 306,967	\$ 315,924	\$ 304,833	\$ 286,021	\$ 316,789	\$ 209,232	\$ 320,362

EXPENDITURES	ACTUAL 2016	ACTUAL 2017	ACTUAL 2018	BUDGET 2019	BUDGET 2020	YTD 06/30/2020	PROPOSED 2021
Seniors	\$ 83,809	\$ 46,316	\$ 48,276	\$ 50,946	\$ 58,164	\$ 41,172	\$ 58,164
Transit	\$ 202,742	\$ 106,800	\$ 204,995	\$ 172,964	\$ 158,000	\$ -	\$ 158,000
County Agent	\$ 87,085	\$ 90,444	\$ 88,599	\$ 104,892	\$ 117,920	\$ 81,920	\$ 117,920
Library Admin	\$ 75,000	\$ 75,988	\$ 77,000	\$ 76,054	\$ 77,000	\$ 63,480	\$ 77,000
Economic Dev- IDA/CHAMBER	\$ 117,100	\$ 117,000	\$ 120,000	\$ 143,160	\$ 143,160	\$ 119,300	\$ 168,000
Transfers out - 911 & Recreation	\$ 404,000	\$ 368,500	\$ 275,747	\$ 270,313	\$ 316,692	\$ 290,901	\$ 316,692
Other TOTAL	\$ 969,736	\$ 805,049	\$ 814,617	\$ 818,329	\$ 870,936	\$ 596,772	\$ 895,776
Contingency/Salary Adjustments	\$ -	\$ -	\$ 50,000	\$ -	\$ 80,000	\$ -	\$ 90,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 9,122,559</b>	<b>\$ 8,849,316</b>	<b>\$ 9,377,323</b>	<b>\$ 8,472,800</b>	<b>\$ 9,487,450</b>	<b>\$ 6,986,938</b>	<b>\$ 9,839,695</b>
<b>E911 Fund</b>							
Revenues		\$ 240,163	\$ 260,103	\$ 279,108	\$ 325,290	\$ 266,127	\$ 365,085
Operating Trans IN from Gen Fund		\$ 88,500	\$ 75,747	\$ 81,842		\$ 34,743	\$ 14,620
<b>TOTAL</b>		<b>\$ 328,663</b>	<b>\$ 335,850</b>	<b>\$ 360,949</b>		<b>\$ 300,870</b>	<b>\$ 379,705</b>
Expenditures		\$ 332,475	\$ 335,850	\$ 335,850	\$ 366,982	\$ 299,804	\$ 394,925
<b>Recreation Fund</b>							
Revenues		\$ 125,620	\$ 130,000	\$ -	\$ 135,500	\$ 63,373	\$ 92,750
Operating Trans IN from Gen Fund		\$ 280,000	\$ 200,000	\$ -	\$ 275,000	\$ 256,157	\$ 247,104
<b>TOTAL</b>		<b>\$ 405,620</b>	<b>\$ 330,000</b>	<b>\$ -</b>	<b>\$ 410,500</b>	<b>\$ 319,530</b>	<b>\$ 339,854</b>
Expenditures		\$ 356,101	\$ 330,000	\$ -	\$ 410,500	\$ 246,505	\$ 339,854

### Exhibit B Position Count

Department	Full Time 2021	Part Time 2021	Paid-Elected 2021	Paid Unit Support - As Needed Employees 2021	Total Positions Authorized 2020
Commissioners/Chairman	0	0	4	0	4
Chairman	0	0	1	0	1
County Manager	1	0	0	0	1
County Clerk	1	0	0	0	1
Elections	2	0	0	5	7
Finance	2	1	0	0	3
County Attorney	0	1	0	0	1
Tax Commissioner	4	0	1	0	5
Tax Assessor	5	0	0	3	8
Maintenance	4	1	0	0	5
Superior Court	0	0	4	0	4

Clerk of Court	5	0	1	0	6
State Court	0	0	1	0	1
Solicitor General	1	0	1	0	2
Magistrate	2	1	1	0	4
Probate	2	0	1	0	3
Sheriff Admin	3	0	1	0	4
Criminal Investigations	4	2	0	0	6
Deputies	13	5	0	0	18
Jail Operations	25	0	0	0	25
Work Detail	1	0	0	0	1
Resource	1	0	0	0	1
Baliffs	0	7	0	0	7
FIRE	1	0	0	56	57
Coroner	0	0	1	0	1
EMA	1	1	0	0	2
Road Admin	2	0	0	0	2
Road Unpaved	17	1	0	0	18
Recreation	4	2	0	13	19
County Extension Service	0	4	0	0	4
Planning & Codes	2	0	0	0	2
E911	7	0	0	0	7
TOTAL	110	26	17	77	230

Commissioner Randy Dixon made a motion to approve 2021 Budget and Position Control Resolution for the General Fund, Recreation Fund and E911 Fund with exhibits A & B. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

5. Discussion and approval of quotes to complete the purchase of carpet for the courthouse a total of \$20,915.70. This was budgeted in the 2020 courthouse department budget.

Commissioner Randy Dixon made a motion to approve the purchase of the carpet for the courthouse from Best Carpet for a total of \$20,915.70 for the general fund budget. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

6. Discussion and approval of the contract renewal for the County Manager.

County Manager Rubenbauer stated that the only change in the contract is 5. (j) which stated “at least 45 days advance notice” and now states “ at least 30 days advance notice”.



## **EMPLOYMENT AGREEMENT - COUNTY MANAGER**

This Agreement is made this 10<sup>th</sup> day of December, 2020 between Pierce County and Jason E. Rubenbauer.

### **1. Definitions**

All italicized terms in this Agreement are defined below:

- (a) *Employer* Pierce County, Georgia, by and through its duly elected Board of Commissioners (also “County”);
- (b) *Employee* Jason E. Rubenbauer

### **2. Employee’s Duties, Obligations, and Responsibilities**

Employee shall serve as the Manager of Pierce County, Georgia. Employee shall report to and be responsible to the Pierce County Board of Commissioners. Employee shall perform the professional services generally required of a County Manager, including but not limited to the following:

- (a) Overseeing the management and operation of all Pierce County Departments;
- (b) Overseeing the financial affairs of Pierce County, and taking all necessary steps to improve Pierce County's financial situation;
- (c) Providing professional leadership in the operations of Pierce County Departments;
- (d) Promoting a healthy, professional and effective working relationship with all employees, Constitutional officers, and their employees;
- (e) Presenting reports on the status of all Pierce County operations to each regularly scheduled meeting, and adequately responding to questions at such meetings;
- (f) Managing the development activities of Pierce County, including preparation of new ordinances and negotiating and entering into appropriate agreements;
- (g) Planning for future Pierce County programs and community needs;
- (h) Participating in appropriate local government affairs;
- (i) Strictly adhering to all Federal, State and County rules and regulations, and avoiding neglect, criminal offenses and unauthorized disclosures of business records and financial information;

- (j) Engaging in appropriate activities to further Employee's professional education and development during the term of this agreement;
- (k) Maintaining a pleasant, positive, polite, and responsive attitude and demeanor toward all employees, officers, elected officials, and citizens of the County; and
- (l) Performing all other duties for the County normally performed by a county manager.

Employee shall perform his services pursuant to this agreement under the direction of the Employer and in a professional, competent and workmanlike manner consistent with the state of the art at the time.

### 3. Term

The term of Employee's employment by Employer shall commence upon execution of this Agreement and end on December 31, 2021, and thereafter shall be renewable on an annual basis upon the agreement of the parties, from January 1 through December 31 of the following year. Employee serves at the will of Employer and may be terminated with or without cause by Employer at any time, subject only to section 5. **Termination and Severance.**

### 4. Compensation

For his services pursuant to this agreement, Employer shall compensate Employee as follows:

- (a) Salary. Employee will be paid an annual salary of \$77,520.00 payable on a bi-weekly basis in the gross amount of \$2,981.538, before all payroll deductions. At the end of each fiscal year (December 31), Employee's performance and salary will be reviewed and Employee's salary will be considered for adjustment based upon performance. In the event a county-wide, across-the-board pay adjustment is given to all employees during a fiscal year, Employee shall be entitled to that same adjustment.
- (b) Medical Insurance. Employee will be offered medical insurance identical to that received by other County employees, except that Employee and his family shall be eligible to enroll in such coverage immediately upon hiring, rather than after a waiting period.
- (c) Life Insurance. Employer will provide life insurance coverage for Employee in the same coverage amount as other County employees.
- (d) Retirement Plan. Employer will provide a retirement plan for Employee identical to that offered to other County Employees. However, if allowable under the rules of the County's retirement plan, Employee's vesting period shall be 5 years (i.e. Employee shall be fully vested in the retirement plan after 5 years of employment).
- (e) Vehicle Allowance. Employer will pay Employee \$250.00 per month to be used as a vehicle allowance. Employee will be expected to use his own vehicle during the course of his employment with Employer for travel within the County, and this vehicle allowance is intended to be the sole compensation to Employee for such use of his personal vehicle. Employee will be entitled to mileage reimbursement for use of his vehicle outside of the County for business on behalf of Employer in accordance with the County's travel policy. Employee is solely responsible for obtaining and maintaining all licenses, tags, and insurance on his vehicle.
- (f) Other Benefits. Employee shall be entitled to participate in and receive benefits for which he shall be eligible under any Pierce County pension, retirement, group life, accident insurance, group disability insurance, medical reimbursement or insurance, sick leave, or holiday program, policy or plan maintained by Pierce County or the ACCG for County employees during Employee's employment.
- (g) Paid Vacation and Personal Days. Employee shall be immediately vested with twelve (12) days paid vacation leave annually, and such vacation time is not subject to accrual, but is available immediately. Employee shall provide reasonable advance notice of any vacation time in excess of three days. Employee shall be entitled to sick leave according to the County Personnel Handbook. Other than the paid vacation leave that becomes immediately vested, Employee's twelve (12) days of annual paid vacation leave and sick leave shall accrue in the same manner as other employees pursuant to the County Personnel Handbook.
- (h) Continuing Education and Professional Development. Employer shall pay all Employee's membership dues for GCCMA (Georgia City-County Management Association), which dues are currently \$125.00 per year; GCMA (Georgia County Managers Association), which dues are currently \$25.00 per year, and ICMA (International County Manager Association) due if applicable. Employer shall also pay all of Employee's reasonable costs for registration, travel, lodging, and food to attend training and conferences throughout the year. Employer shall also pay all of Employee's reasonable costs to satisfy any continuing education requirements.



## 5. Termination and Severance

- (a) If Employee's employment is terminated by Employer **without cause**, and Employee is willing and able to perform his duties under the terms of this agreement, Employer shall pay Employee his salary for ninety (90) days from the date of termination without cause, plus payment for all of Employee's accrued and unused leave time. This severance pay is Employee's sole remedy against Employer if he is terminated without cause and constitutes liquidated damages. Accrual of all leave shall cease effective immediately upon notification in writing by Employer that the Employee has been terminated.
- (b) If Employee's employment is terminated **with cause**, he shall not be entitled to any severance pay, and the payment of any accrued leave shall be governed by the Pierce County Personnel Handbook, Leave Policy § 9. c. Cause for termination includes, but is not limited to, the following: breach of this Agreement, willful neglect of duty, dishonesty, alcoholism, drug abuse, incompetence, insubordination, the violation of any federal, state or local laws or ordinances, and conduct that reflects unfavorably upon Employer.
- (c) If Employee is permanently disabled or is otherwise unable to perform his duties due to illness, injury, mental incapacity, or health for a period of one hundred eighty (180) calendar days, Employer may terminate this agreement and neither party shall have any further rights or obligations as to the other.
- (i) The provisions of this section shall apply as long as Employee works for Employer, even if the Term of this Agreement has expired without the parties executing a renewal.
- (j) In the event Employee elects to leave employment, Employee shall provide Employer at least 30 days advance notice.

## 6. Outside Employment

While employed by Employer, Employee may not offer his services for outside employment (i.e. employment other than for Employer under this Agreement) without the explicit, prior, written permission of Employer.

## 7. Miscellaneous

- (a) Merger and Integration

This Agreement constitutes the entire agreement between the parties and contains all the agreements between them with respect to the subject matter hereof. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. Unless otherwise specified herein, this Agreement supersedes any and all other agreements or contracts, either oral or written, between the parties with respect to the subject matter hereof.

- (b) Modification

Except as otherwise specifically provided, the terms and conditions of this Agreement may only be amended by mutual agreement of the parties, in writing, signed by both, and entered into the minutes of the Board of Commissioners during a public meeting.

- (c) Severability

The invalidity or unenforceability of any particular provision of this Agreement shall not affect its other provisions, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions had been omitted.

- (d) Binding Successors

This Agreement shall be binding upon each Party, its successors and assigns.

(e) Jurisdiction, Venue, and Choice of Law

This agreement shall be construed and enforced under and in accordance with the laws of the State of Georgia. Venue and jurisdiction for all disputes arising in any way out of this Agreement shall be in the Superior Court of Pierce County, Georgia, and both parties' consent to jurisdiction and venue therein and waive any objections they may have, now or in the future, thereto.

(f) Notice

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Notice given under this Agreement is deemed to have been received within three (3) days of the postmark on the letter in which it is contained, and a photocopy of the envelope in which the notice was sent, or on the date shown on any e-mail delivery receipt and such receipt shall be deemed as sufficient proof thereof. Rejection or other refusal to accept or inability to deliver because of the changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder.

**EMPLOYER**

**Pierce County**  
P.O. Box 679  
312 Nichols Street  
Blackshear, GA 31516

**Copy to:**

Franklin Rozier, County Attorney  
240 MAIN STREET  
Blackshear, GA 31516

**EMPLOYEE**

**Jason E. Rubenbauer**  
2818 Evergreen Road  
Waycross, GA 31503

(g) Duty to Cooperate

On and after the date of this agreement, both parties shall, at the request of the other, make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this agreement. The parties agree to discuss and negotiate in good faith to resolve any issues addressed in the modifications or amendments as proposed.

(h) Time of Essence

Time is and shall be of the essence of this agreement.

(i) No Waiver

No failure of any party to exercise any power given under this agreement or to insist upon strict compliance with any obligation specified in this agreement, and no custom or practice at variance with the terms of this agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this agreement.

(j) Construction

This agreement shall be construed without regard to who drafted the various provisions hereof. Each provision of this agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is construed against the drafting party shall not be applicable to this agreement.

(k) Counterparts

This Agreement may be executed in several counterparts and in duplicate originals, each of which shall constitute an executed original, and it shall not be necessary that each party execute each counterpart if each party has executed at least one counterpart of this Agreement either by writing or by facsimile.

**Employer**

PIERCE COUNTY, GEORGIA, Acting by and through  
its Board of Commissioners

\_\_\_\_\_  
Neal Bennett, Chair

\_\_\_\_\_  
Harold Rozier, Commissioner

\_\_\_\_\_  
Mike Streat, Commissioner

\_\_\_\_\_  
Randy Dixon, Commissioner

\_\_\_\_\_  
David Lowman, Commissioner

\_\_\_\_\_  
Attest: Amy Hitt, County Clerk

[EMPLOYEE'S SIGNATURE ON FOLLOWING PAGE]

**Employee:**

Jason E. Rubenbauer

Sworn to and subscribed to before me

this \_\_\_\_ day of December, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Jason E. Rubenbauer

Commissioner Harold Rozier made a motion to approve the contract with the County Manager as presented. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

7. Discussion and approval of medical insurance plan for Pierce County Employees for the 2021 year. Jason Rubenbauer, County Manager stated that the Referenced Based Pricing plan with Covenant that the county has been using is still a new concept but that it is working and saves us money.

We requested that our broker get some quotes from companies like BCBS and Cigna and they did provide some information but all of them were higher cost to the employee. The recommendation is to continue with RBP through Covenant and take the option that excludes specialty drugs. Rarely do any of our employees reach the deductible limits and based on the and figuring a claim under each plan the best option for the employee is Covenant Option 1 exclude specialty. The monthly rates from the company are as follows – EE \$590.43, E & S \$1165.81, E & C \$974.02 & Family \$1549.38.

Medical Plan Summary for:

**Pierce County Board of Commissioners**

Effective Date: January 01, 2021

Product	Covenant (Current) Includes Specialty			Covenant (Renewal) Includes Specialty			Covenant (Option 1) Excludes Specialty			Covenant (Option 2)
	Super - Preferred	Preferred	Non-Preferred	Super - Preferred	Preferred	Non-Preferred	Super - Preferred	Preferred	Non-Preferred	Level Funded
Network	RBP			RBP			RBP			Cigna
Coinsurance	90%	90%	70%	90%	90%	70%	90%	90%	70%	90 / 60%
<b>MEDICAL BENEFITS*</b>										
<b>In-Network:</b>										
Deductible - Individual	\$2,000	\$2,500	\$5,000	\$2,000	\$2,500	\$5,000	\$2,000	\$2,500	\$5,000	\$1,500
Deductible - Family	\$4,000	\$5,000	\$10,000	\$4,000	\$5,000	\$10,000	\$4,000	\$5,000	\$10,000	\$3,000
Out-of-Pocket - Individual	\$4,000	\$5,000	\$8,150	\$4,000	\$5,000	\$8,150	\$4,000	\$5,000	\$8,150	\$5,000
Out-of-Pocket - Family	\$8,000	\$10,000	\$16,300	\$8,000	\$10,000	\$16,300	\$8,000	\$10,000	\$16,300	\$10,000
<b>Office Visits</b>										
Preventive Care	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
Office Copay - PCP	\$10	\$20	\$35	\$10	\$20	\$35	\$10	\$20	\$35	\$35
Office Copay - SPC	Not Covered	\$30	\$60	Not Covered	\$30	\$60	Not Covered	\$30	\$60	\$50
Chiropractic	Not Covered	\$40	\$60	Not Covered	\$40	\$60	Not Covered	\$40	\$60	\$50
Emergency Room Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$350 Copay	\$150 Copay
Urgent Care Copay	Not Covered	\$50 copay	\$75 copay	Not Covered	\$50 copay	\$75 copay	Not Covered	\$50 copay	\$75 copay	\$75 copay
<b>Diagnostic Services</b>										
<b>Laboratory</b>										
Office	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$35 Copay
Freestanding Facility	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$50 Copay	\$35 Copay
Outpatient Hospital	\$25 Copay	\$50 Copay	30% after Ded.	\$25 Copay	\$50 Copay	30% after Ded.	\$25 Copay	\$50 Copay	30% after Ded.	10% after Ded.
<b>X-Ray</b>										
Office	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$35 Copay
Freestanding Facility	Not Covered	Not Covered	30% after Ded.	Not Covered	Not Covered	30% after Ded.	Not Covered	Not Covered	30% after Ded.	10% after Ded.
Outpatient Hospital	\$25 Copay	\$35 Copay	30% after Ded.	\$25 Copay	\$35 Copay	30% after Ded.	\$25 Copay	\$35 Copay	30% after Ded.	10% after Ded.
<b>Advanced Imaging(MRI/MRA, CT/CTA Scan, PET Scan)</b>										
Office	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	10% after Ded.
Freestanding Facility	Not Covered	Not Covered	30% after Ded.	Not Covered	Not Covered	30% after Ded.	Not Covered	Not Covered	30% after Ded.	\$250 Copay
Outpatient Hospital	\$50 Copay	\$75 Copay	30% after Ded.	\$50 Copay	\$75 Copay	30% after Ded.	\$50 Copay	\$75 Copay	30% after Ded.	10% after Ded.
Mental Health Office Visit	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$10 Copay	\$20 Copay	\$35 Copay	\$35 Copay
<b>Pharmacy Benefits</b>										
<b>Retail</b>										
Generic	(340B Pricing)		(Other)	(340B Pricing)		(Other)	(340B Pricing)		(Other)	\$10 Copay
	\$5 Copay		\$20 Copay	\$5 Copay		\$20 Copay	\$5 Copay		\$20 Copay	
	\$15 Copay		\$65 Copay	\$15 Copay		\$65 Copay	\$15 Copay		\$65 Copay	
	\$50 Copay		\$100 Copay	\$50 Copay		\$100 Copay	\$50 Copay		\$100 Copay	
Specialty	\$100 Copay		\$200 Copay	\$100 Copay		\$200 Copay	Excluded		Excluded	20% up to \$200
	Yes		Yes	Yes		Yes	Yes		Yes	
Home Delivery	None		None	None		None	None		None	None
Deductible	None		None	None		None	None		None	None

Medical Plan Cost Analysis for:  
**Pierce County Board of Commissioners**  
Effective Date: January 01, 2020

Third Party Administrator	Covenant (Current)	Covenant (Renewal)	Covenant (Option 1)	Covenant (Option 2)
	Ref-Based Pricing	Ref-Based Pricing	Ref-Based Pricing	Cigna
Network	RBP (3 Tier)	RBP (3 Tier)	RBP (3 Tier)	Cigna
Stop Loss Carrier	Pan America	Pan America	Pan America	Nationwide Life
Contract Type	Level-Funded	Level-Funded	Level-Funded	Level-Funded
Pharmacy	Includes Specialty	Includes Specialty	Excludes Specialty	Includes Specialty
Specific Deductible	\$40,000	\$40,000	\$40,000	\$40,000
Specific Contract Basis	12/18	12/18	12/18	12/18
Aggregate Contract Basis	12/18	12/18	12/18	12/18
Administrative Cost				
Rate	\$104.75	\$107.63	\$107.63	\$109.38
Total Monthly	\$6,704.00	\$6,888.32	\$6,888.32	\$7,000.32
Total Annual	\$80,448.00	\$82,659.84	\$82,659.84	\$84,003.84
Specific Premium				
EE	\$231.19	\$242.75	\$211.19	\$177.77
ES	\$504.25	\$529.46	\$460.63	\$397.85
EC	\$413.23	\$433.89	\$377.49	\$313.20
FAM	\$686.29	\$720.60	\$626.93	\$651.78
Total Monthly	\$15,524.32	\$16,300.56	\$14,181.34	\$12,071.37
Total Annual	\$186,291.84	\$195,606.72	\$170,176.08	\$144,856.44
Aggregate Premium				
EE	\$297.33	\$312.20	\$271.61	\$362.89
ES	\$654.13	\$686.84	\$597.55	\$834.65
EC	\$535.19	\$561.95	\$488.90	\$653.21
FAM	\$891.98	\$936.58	\$814.82	\$1,378.98
Total Monthly	\$19,980.57	\$20,979.82	\$18,252.19	\$25,222.89
Total Annual	\$239,766.84	\$251,757.84	\$219,026.28	\$302,674.68
Total Fixed Cost				
EE	\$633.27	\$662.58	\$590.43	\$660.21
ES	\$1,263.13	\$1,323.93	\$1,165.81	\$1,352.05
EC	\$1,053.17	\$1,103.47	\$974.02	\$1,085.96
FAM	\$1,683.02	\$1,764.81	\$1,549.38	\$2,150.31
Annual Admin	\$80,448.00	\$82,659.84	\$82,659.84	\$84,003.84
Specific Premium	\$186,291.84	\$195,606.72	\$170,176.08	\$144,856.44
Aggregate Premium	\$239,766.84	\$251,757.84	\$219,026.28	\$302,674.68
Total Fixed Annual	\$506,506.68	\$530,024.40	\$471,862.20	\$531,534.96
Percentage Increase from Current ( Total Fixed Costs)		5%	-7%	5%
Employee Count				
Employee Only	62			
Employee / Spouse	1			
Employee / Child	0			
Employee / Family	1			
Total Employee Count	64			

Commissioner David Lowman made a motion to go with the Covenant Opt 1 plan for the employees with the above listed rates. Commissioner Harold Rozier seconded the motion. All voted aye and motion was approved.

8. Discussion and approval of 4 year agreement with City of Blackshear for tax collection.

**STATE OF GEORGIA  
COUNTY OF PIERCE**

**AGREEMENT FOR THE  
PROVISION OF TAX COLLECTION SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the **CITY OF BLACKSHEAR**, a Georgia Municipal Corporation, (hereinafter referred to as "BLACKSHEAR"), **PIERCE COUNTY, GEORGIA**, a political subdivision of the State of Georgia (hereinafter referred to as "PIERCE COUNTY") and the **PIERCE COUNTY TAX COMMISSIONER** (hereinafter referred to as "TAX COMMISSIONER"). (Blackshear, Pierce County and Tax Commissioner are sometimes referred to collectively as the "Parties," or in the singular as a "Party,").

**W I T N E S S E T H**

WHEREAS, Article IX, Section III, Paragraph I(a) of the Georgia Constitution authorizes counties and municipalities of the State to contract, for a period not exceeding fifty (50) years, with each other for joint services, for the provision of services, or for the joint or separate use of facilities or equipment, but such contracts must deal with activities, services, or facilities which the contracting parties are authorized by law to undertake or provide.

WHEREAS, O.C.G.A. Section 48-5-359.1 authorizes counties and municipalities to enter into agreements for the tax commissioner to prepare tax digests and collect taxes for municipalities;

WHEREAS, BLACKSHEAR and PIERCE COUNTY provide tax collection services for the collection of ad valorem taxes;

WHEREAS, BLACKSHEAR and PIERCE COUNTY have determined that collection of ad valorem taxes for those properties located within the City limits of Blackshear would be more efficient and economical if those taxes were consolidated into a single billing statement and collected by the Tax Commissioner of Pierce County;

WHEREAS, BLACKSHEAR, PIERCE COUNTY and the TAX COMMISSIONER desire to enter into an agreement through which the TAX COMMISSIONER will be the entity responsible for the collection of both county and municipal ad valorem taxes;

WHEREAS, previously hereto, effective October 2004, BLACKSHEAR and PIERCE COUNTY and TAX COMMISSIONER entered into an Agreement for the provision of tax collection services, (the "2004 Agreement");

WHEREAS, the 2004 Agreement has previously been renewed and extended by agreement of the Parties and the most recent renewed agreement is set to expire on December 31, 2020;

WHEREAS, the 2004 Agreement is incorporated herein by reference.

NOW THEREFORE, in consideration of the premises, promises and mutual obligations contained herein, \$10.00 in hand paid, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties execution hereof, the parties agreeing to be legally bound hereby, agrees as-follows:

1. Duration. **This Agreement shall become effective on January 1, 2021 and shall expire on December 31, 2024.** The TAX COMMISSIONER shall be responsible for providing the tax collection services described in Paragraph 2 for the tax years 2021, 2022, 2023, and 2024.
2. Services Provided. The TAX COMMISSIONER shall prepare the digest for the municipality; shall assess and collect municipal taxes in the same manner as county taxes; and for the purpose of collecting such municipal taxes, shall invoke, any remedy permitted for the collection of municipal taxes (the "Services"). The TAX COMMISSIONER shall provide the Services in a manner that is in compliance with all state and federal laws and regulations. The TAX COMMISSIONER shall remit to BLACKSHEAR on a monthly basis the taxes collected during the previous month, less the compensation described in Paragraph 3 below.
3. Compensation. For the provision of the services rendered under this Agreement, the TAX COMMISSIONER shall be paid annually by BLACKSHEAR a sum equal to One and One-half percent (1½ %) of the gross amount of municipal taxes levied for each year this Agreement is in effect. PIERCE COUNTY shall be paid annually by BLACKSHEAR a sum equal to One percent (1%) of the gross amount of municipal taxes levied for each year this Agreement is in effect. The TAX COMMISSIONER shall deduct from the payments made to BLACKSHEAR a sufficient amount to satisfy both the payment to be made to the TAX COMMISSIONER and the payment to be made to PIERCE COUNTY. The TAX COMMISSIONER shall promptly remit to PIERCE COUNTY such sums as are due PIERCE COUNTY.
4. Right of Inspection. BLACKSHEAR shall have the right upon reasonable notice to inspect the books and records of the TAX COMMISSIONER as they pertain to the collection of municipal taxes.
5. Obligations Upon Termination. If this Agreement is not renewed, the TAX COMMISSIONER shall promptly make available to BLACKSHEAR records that indicate the amount of any delinquent taxes, which remain uncollected on the date this Agreement expires.
6. Prior Year Delinquent Taxes. The TAX COMMISSIONER shall not be responsible for the collection of taxes that were delinquent on the effective date of the 2004 Agreement executed, but the TAX COMMISSIONER and PIERCE COUNTY shall be entitled to the compensation described in Paragraph 3 for all such taxes that are paid through the TAX COMMISSIONER. The Tax Commissioner shall continue to try to collect taxes that become delinquent during the term of the 2004 Agreement and any amendments thereto.
7. Expenses. The TAX COMMISSIONER and PIERCE COUNTY shall be solely responsible for all costs and expenses related to the collection of municipal taxes.

8. Further Assurances. If at any time after the execution of this Agreement any party shall determine that further instruments or assurances are necessary or desirable to carry out the terms of this Agreement, the Parties shall execute and deliver all such instruments and assurances and to all things reasonably necessary and proper to carry out the terms of this Agreement.

9. BLACKSHEAR's Representations, Warranties and Covenants. BLACKSHEAR hereby represents, warrants and covenants the following, which representations, warranties and covenant shall survive the Execution of this Agreement:

- (a) BLACKSHEAR warrants that neither the execution and delivery of this Agreement, nor the consummation of the transaction contemplated hereunder, nor compliance by BLACKSHEAR with any of the terms or provisions hereof will conflict with, violate or result in a breach of (1) any law, judgment, decree, order, rule, or regulation, or (2) the terms or conditions of any contract, agreement or other instrument or restriction to which the BLACKSHEAR (or if a corporation, its officers, directors, shareholders or affiliated corporation) or any predecessor, successors, or agents of BLACKSHEAR is/are a party.
- (b) BLACKSHEAR further states that there are no suits, judgments, bankruptcies, executions, or liens of any kind pending against the undersigned in any court whatsoever that could in any way affect its performance under this Agreement.
- (c) BLACKSHEAR further states that, to the best of its knowledge, BLACKSHEAR is in compliance with all applicable State, County, City, Federal statutes, rules, ordinances and regulations applicable to the subject matter of this Agreement.

10. PIERCE COUNTY's Representations, Warranties and Covenants. PIERCE COUNTY hereby represents, warrants and covenants the following, which representations, warranties and covenant shall survive the Execution of this Agreement:

- (a) PIERCE COUNTY warrants that neither the execution and delivery of this Agreement nor the consummation of the transaction contemplated hereunder, nor compliance by PIERCE COUNTY with any of the terms or provisions hereof will conflict with, violate or result in a breach of (1) any law, judgment, decree, order, rule, or regulation, or (2) the terms or conditions of any contract, agreement or other instrument or restriction to which the PIERCE COUNTY (or if a corporation, its officers, directors, shareholders or affiliated corporation) or any predecessor, successors, or agents of PIERCE COUNTY is/are a party.
- (b) PIERCE COUNTY further states that there are no suits, judgments, bankruptcies, executions, or liens of any kind pending against the undersigned in any court whatsoever that could in any way affect its performance under this Agreement.
- (c) PIERCE COUNTY further states that, to the best of its knowledge, PIERCE COUNTY is in compliance with all applicable State, County, City and Federal



statutes, rules, ordinances and regulations applicable to the subject matter of this Agreement.

11. Authority. The Parties warrant, represent and covenant each for itself/themselves, has full right, power authority and capacity to execute and deliver this Agreement and to perform their respective obligations under this Agreement; the execution and delivery of, and the delivery Of, and the performance and consummation of the transactions contemplated by this Agreement have been duly authorized by all requisite action of the Parties.

12. Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

13. Headings. Headings as to the contents of particular paragraphs hereunder are inserted for convenience and are in no way to be construed as a part of this Agreement or as a limitation on the scope of the particular paragraphs to which they refer.

14. Governing Law. This Agreement shall be interpreted and construed pursuant to the laws of the State of Georgia.

15. Attachments. All exhibits or other attachments to this Agreement are incorporated into this Agreement as if set out in full at the first place in this Agreement that reference is made thereto.

16. Entire Agreement; Amendment. This Agreement, including all exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior and other understandings. No alteration, amendment, change, modification, addition or termination of this Agreement shall be enforceable unless in writing and signed by the party against whom enforcement is sought.

17. Benefit and Assignment. This Agreement shall bind and benefit each of the parties hereto and, as applicable, their respective heirs, executors, administrators, personal representatives, successors and assigns. No Party may assign any interest or responsibility pursuant to the terms of this Agreement without the expressed consent of the other Parties hereto.

18. Severability. If any provision of this Agreement or its application shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other application of that provision and of all other provisions and applications hereof shall not in any way be affected or impaired.

19. Waivers. No waiver by any Party hereto at any time of a breach by another Party of any provision of this Agreement shall be deemed a waiver of any similar or dissimilar provisions hereof at the same or any prior or subsequent time.

20. Force Majeure. No Party shall be held responsible or liable for delays or failure to perform hereunder when such delay or failure is caused by or due to a catastrophe riot, war, strike, fire, accident, act of God or compliance with any law, regulations, rule or order by any local, state or federal governmental authority.

21. Recitals. The recitals above set forth are part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed and where needed their official seals attached on the date first above written.

**CITY OF BLACKSHEAR**

By: [Signature]  
Print Name: KEVIN L. GRISCOM  
Attest [Signature] (SEAL)

Signed, sealed and delivered

In the presence of:

[Signature]  
Witness

[Signature]  
Notary Public (Seal)

Print Name: Yolanda D. Maddox

My Commission Expires: July 18, 2021



Signed, sealed and delivered

In the presence of:

Witness

Notary Public (Seal)

Print Name:

My Commission Expires:

**PIERCE COUNTY, GEORGIA**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

Attest \_\_\_\_\_ (SEAL)

[Signature] (SEAL)  
**PIERCE COUNTY TAX COMMISSIONER**

Signed, sealed and delivered

In the presence of:

[Signature]  
Witness

[Signature]  
Notary Public (Seal)

Print Name: Amy Hitt

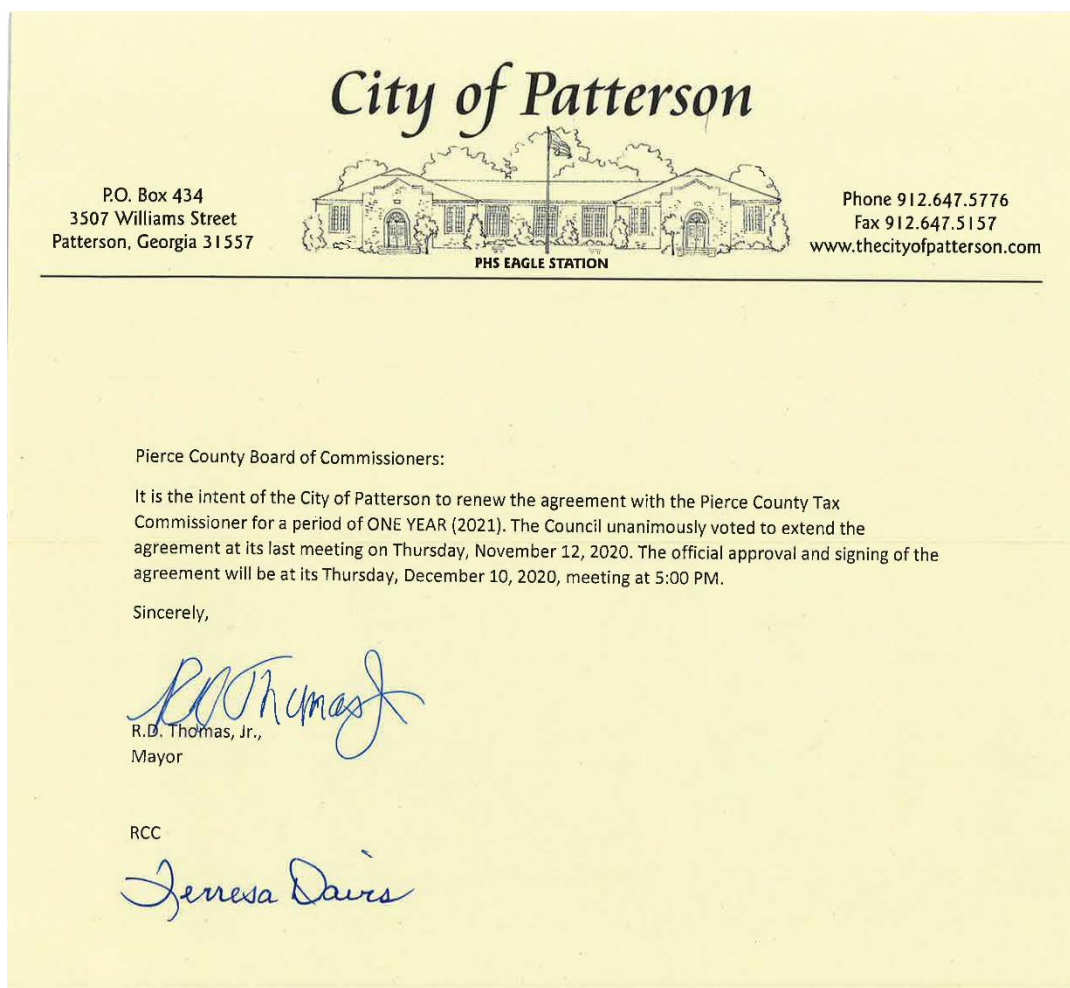
My Commission Expires:

3/31/2024



Commissioner David Lowman made a motion to approve the agreement with the City of Blackshear and the Tax Commissioner for 4 years. Commissioner Randy Dixon seconded the motion. All voted aye and motion was approved.

9. Discussion and approval of agreement extension with City of Patterson for tax collection. Chairman Bennett shared that the City of Patterson was discussing a couple of questions they had and wanted to just extend the current agreement for an additional year so they could get the answers to the questions that they had.



Commissioner Randy Dixon made a motion to approve the request from the City of Patterson to extend the current agreement with the Tax Commissioner for collection services. Commissioner David Lowman seconded the motion. All voted aye and motion was approved.

10. Adjourn – Chairman Bennett adjourned the meeting at 6:25 PM.