

**PIERCE COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING MINUTES
TUESDAY, DECEMBER 4, 2018 AT 6:00 PM**

Commissioners in Attendance

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

Commissioners not in attendance

Lanier Walker, District 4

Staff in Attendance

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

CALL TO ORDER – Chairman Bennett called the meeting to order at 6:00 PM

INVOCATION/PLEDGE OF ALLEGIANCE – Reverend Pate gave an invocation and Commissioner Mike Streat led the pledge of allegiance.

MINUTES

November 6, 2018 Regular Meeting Minutes

November 6, 2018 Closed Session Minutes

Commissioner Mike Streat made a motion to approve the November 6, 2018 Regular Meeting minutes and the November 6, 2018 Closed session minutes as presented. Commissioner Randy Dixon seconded the motion. All voted aye. Motion approved.

GENERAL BUSINESS

1. County Manager Report – Jason Rubenbauer made note that there were no updated financials to report prior to the meeting. There will be a fire audit on Wednesday and it looks like we are going to be ok. We had a very wet weekend but are ok all things considered and we are working on roads as quickly as possible. There were only 3 days of early voting for the run off but we had a good turn-out.
2. Request to Re-appoint Jerry Davis to the Board of Assessors for a new six (6) year term that will begin January 1, 2019 and expire December 31, 2024.

Commissioner Randy Dixon made a motion to appoint Jerry Davis to a six year term on the Board of Assessors that will begin January 1, 2019 and end December 31, 2024. Commissioner Harold Rozier seconded the motion. All voted aye. Motion approved.

3. Request to approve amendment to the agreement with MIDS, Inc for Transit operation to make wording changes to the reimbursement policy as set forth by GDOT.

AMENDMENT #1-18

In an effort to be in compliance with recent reimbursement policy changes and at the request of Georgia Department of Transportation (GDOT); the existing 5311 Third Party Operating (TPO) Agreement between Pierce County and MIDS Transportation, Inc. is hereby amended July 1, 2018 as follows:

Amend to the section titled "Revenue and Expense Reporting and Invoicing"; sub-section "Expenses and Invoicing"-

Add:

A provision for a line item expense entitled "Fee for Service" (FFS) will be added to the operating expenses and become part of the reimbursement process. A non-cash FFS amount of 10% of the approved annual operating budget will be added for operating the transit service. This FFS will be reported in twelve (12) equal monthly amounts and as part of the monthly reimbursement request submitted to Pierce County and GDOT.

All other terms and conditions of this agreement will remain the same.

[Signatures contained on following page]

IN WITNESS WHEREOF, PIERCE COUNTY and MIDS TRANSPORTATION, INC. have caused this "Amendment #1-18" to be duly executed by their authorized representatives as of the day and year first above written and shall be effective the same.

On behalf of the Board of
Commissioners of
Pierce County, Georgia

Neal Bennett, Chairman

Pierce County Board of Commission
Attest:

Date

Amy Hitt, County Clerk

Witness

Notary Public

MIDS Transportation, Inc.

Deborah Hobdy
Administrative Director

Attest:

Danny Saturday
Director of Operations

Date

Witness

Notary Public

Commissioner Randy Dixon made a motion to amend the MIDS contract as presented.
Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

- 4. Request to approve the 2019 Georgia Indigent Defense Services Agreement the annual cost for the contract will be \$98,948.61.



**GEORGIA INDIGENT DEFENSE
SERVICES AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____ 2018, among the Georgia Public Defender Council (herein referred to as "GPDC"), the Circuit Public Defender Office of the Waycross Judicial Circuit (herein referred to as "the Public Defender Office"), and the governing authority of Pierce County, a body politic and a subdivision of the State of Georgia (herein referred to as "the County"). This agreement is effective January 1, 2019.

WITNESSETH:

WHEREAS, GPDC, the Public Defender Office, and the County enter into this agreement to implement the provisions of the Georgia Indigent Defense act of 2003, as amended; and

WHEREAS, GPDC is existing under the laws of the State of Georgia 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, the Public Defender Office is existing under the laws of the State of Georgia 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, GPDC is the fiscal officer for the Public Defender Office; and

WHEREAS, the County 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, 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 of private interests, to indigent defendants in criminal cases consistent with the standards adopted by GPDC. This system and this agreement include the following:

- (1) The provision by the Public Defender Office of the statutorily required services to the County;
- (2) The payment of additional personnel and services by the County;
- (3) The provision by the County 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;
- (4) Optional provisions; and
- (5) 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 101 Statutory Staffing. The Public Defender Office agrees to provide for the Waycross 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 102 Statutory Services. The Public Defender Office agrees to provide representation to indigent defendants in the following cases:

- (1) Cases prosecuted in the Superior Court of Pierce County 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 Court of Pierce County on a revocation of probation;
- (3) Cases prosecuted in the Juvenile Court of Pierce 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. The Public Defender Office 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 County agrees to pay for the services and personnel described in Attachment A. The parties agree to the terms in Attachment A. Attachment A is incorporated into this agreement by reference. The amount to be paid includes a 5% administrative services fee. This fee is determined by the total amount for all of the budgeted positions. Upon expiration or termination of the agreement, any unused portion of the administrative services fee shall be refunded to the County by GPDC; unused portion means those fees paid in association with any position not filled in full but for which the County has provided funding. Any changes to Attachment A shall be made in accordance with Section 5.06 of this agreement. 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. The parties agree that the employment of additional personnel employed by the Public Defender Office pursuant to this section may be terminated by the Public Defender Office if the County does not pay for the cost of these personnel in advance in accordance with this agreement.

ARTICLE 3

PROVISION BY THE COUNTY 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.

Section 3.01 Office expenses. The County agrees to pay its 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 plus a 5% administration fee to GPDC. The 5% administration fee is determined by the total amount of the County's pro rata share of the operating expenses and is separate from the 5% administrative services fee described Section 2.01 of this agreement. Upon expiration or termination of the agreement, any unused portion of the administrative fee shall be refunded to the County by GPDC; unused portion means those fees paid in association with operating costs not incurred but for which the County has provided funds. Attachment B is incorporated into this agreement by reference. The County agrees to pay in quarterly installments to GPDC. The initial installment shall be due on or before December 15, 2018, or as soon as possible after the execution of this agreement, whichever comes first. Thereafter the County agrees to forward each subsequent quarterly payment to GPDC at the start of each quarter, specifically, the 25th day of the preceding month before a fiscal quarter is to begin. Thus, the County will forward the funds by March 25, June 25, and September 25, 2019.

Section 3.02 Administration of office expenses. GPDC agrees to be the fiscal agent for the administration of office expenses. GPDC will process and mail checks in payment of invoices approved by the Circuit Public Defender, drawn on those County funds and made payable to the vendors at the addresses shown on the invoices. "Payment" for purposes of this agreement means preparation of a check by GPDC in its normal course and procedure and its mailing in a properly addressed envelope with sufficient postage by deposit into the United States mail.

Section 3.03 Procedure for payment. The County or the Public Defender Office, or both, will make purchases and enter into financial obligations for office expenses. Upon approval by the Circuit Public Defender, an invoice will be transmitted to GPDC. GPDC shall pay the amount stated on the invoice with funds provided by the County for the purpose of paying for such expenses. The payment of the office expenses under this agreement will be paid only out of County funds supplied to GPDC for the sole purpose of paying for office expenses.

Section 3.04 Responsibility. The County will deliver funds to GPDC at its own risk until receipt is acknowledged by GPDC. GPDC's sole duty with regard to County funds, other than their proper expenditure, will be their deposit into a state depository demand account. Interest, if any, will accrue to the general fund of the state treasury. GPDC bears responsibility for properly remitting payment for invoices approved by the Circuit Public Defender provided sufficient funds from the County exist. The County bears the legal responsibility for any claim that arises from GPDC's inability to remit payment due to insufficient funds for said office expenses.

Section 3.05 Limitation of liability. Under no circumstances shall GPDC be obligated to pay for the office expenses out of funds other than those provided by the County for that purpose. Without limiting the foregoing, GPDC is not obligated to pay for office expenses out of state funds or other funds available to GPDC. GPDC undertakes only to receive funds from the County and to process and mail checks in payment of invoices approved by the Circuit Public Defender. GPDC shall have no further legal obligation in any circumstance or event beyond the amount of funds received from the County for the purpose of paying for office expenses under this agreement. In the event that GPDC fails to make payment on an invoice that has been properly processed and county funds are available, the exclusive remedy for any tort claim against GPDC will be the Georgia Tort Claims Act.

Section 3.06 Taxes. The County will pay all taxes lawfully imposed upon it with respect to the office expenses. GPDC makes no representation whatsoever as to the liability or exemption from liability of the County to any tax imposed by any governmental entity.

ARTICLE 4
OPTIONAL PROVISIONS
(RESERVED)

ARTICLE 5 MISCELLANEOUS

Section 5.01 Term. The term of this agreement is twelve (12) months beginning January 1, 2019 and ending December 31, 2019.

Section 5.02 Maintenance of effort. The County agrees that it will continue to fund indigent defense for the term of this agreement, at a minimum, at the level of its most recent budgeted level of funding (the current fiscal year or the planned budget for the next fiscal year if that budget has already been developed) for indigent defense and as part of this support each county agrees to provide the space, equipment and operating expenses necessary to effectively operate the circuit public defender office.

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 Public Defender Office and the County acknowledge 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. The Parties further acknowledge that the Fulton Superior Court has a Court sponsored Arbitration and Mediation Program in which the Parties agree to fully participate.

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:

Circuit Public Defender Office of Waycross Judicial Circuit:

J. Clayton Culp

Circuit Public Defender

605-D Church St. Waycross, GA 31501

Governing Authority of Pierce County:

Neal Bennett, Chairman Pierce County Commission

P. O. Box 679

Blackshear, GA 31516

Georgia Public Defender Council:

Bryan Tyson,
Director 104 Marietta Street, Ste. 400
Atlanta, GA 30303

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. No modifications may be made without prior notice to and approval from all the parties to this agreement.

Section 5.07 Termination. (a) Due to non-availability of funds. In the event that either of the sources of reimbursement for services under this agreement (appropriations from the General Assembly of the State of Georgia, or appropriations from the governing authority of the County) is reduced during the term of this agreement, the Public Defender Office may make financial and other adjustments to this agreement and notify the County 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 County to receive notices is conclusive. The County shall promptly notify the Public Defender Office in writing of the non-existence or insufficiency of funds and the date of termination. The 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 County and the 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 part, at any time by either 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 Public Defender Office shall submit a final agreement expenditure report containing all charges incurred through and including the termination date to the County no later than 30 days after the effective date of written notice of termination and the County shall pay the amount due within 15 days of the receipt of the final agreement expenditure report. Upon termination of this agreement, the 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) For Convenience. This agreement may be cancelled or terminated by either of the parties without cause; however, the party seeking to terminate or cancel this agreement shall give written notice of its intention to do so to the other party at least 60 days prior to the effective date of cancellation or termination.

(d) Post-termination obligations. After termination of this agreement pursuant to this Section, the Public Defender Office and the County agree to comply with the provisions of Section 5.08 .

Section 5.08 Cooperation in transition of services. (a) At the beginning of the agreement. The County agrees upon the beginning of this agreement to cooperate as requested by the Public Defender Office to effectuate the smooth and reasonable transition of services for existing clients, if applicable. This includes but is not limited to the payment for the continuation of representation by current counsel 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 Public Defender Office of the client records.

(b) During or at the end of the agreement. The 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 County to effectuate the smooth and reasonable transition of services for existing clients. This includes but is not limited to the continuation of representation by 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 County of the client records. The County shall compensate the Public Defender for all post-termination post-expiration services under this subsection. The Public Defender Office shall submit a monthly expenditure report containing all charges incurred during the preceding month on or before the 5th day of each month. The County shall pay the amount due within 15 days of the receipt of the monthly expenditure report. This subsection survives the termination or expiration of the agreement.

(c) Statutory responsibility continuation. The Public Defender Office and the County acknowledge that both 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 either 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 Rollover of Funds. The County acknowledges that state agencies have a fiscal year from July 1 to June 30. The County agrees to authorize the Georgia Public Defender Council to roll

over remaining county funds from the end of one fiscal year to the start of the new fiscal year.

Section 5.11Time. Time is of the essence.

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

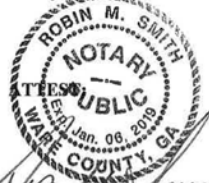
CIRCUIT PUBLIC DEFENDER OFFICE

PIERCE COUNTY

WAYCROSS JUDICIAL CIRCUIT

By: [Signature]

J. Clayton Culp, Circuit Public Defender



[Signature] (SEAL)

By: _____

Neal Bennett, Chairman

ATTEST:

_____ (SEAL)

GEORGIA PUBLIC DEFENDER COUNCIL

By: _____

Bryan Tyson, Director

ATTEST:

_____ (SEAL)

Commissioner Mike Streat made a motion to approve the 2019 Georgia Indigent Defense Services Agreement. Commissioner Randy Dixon seconded the motion. All voted aye. Motion approved.

5. Request to approve new Culvert Pipe installation fees to be effective January 1, 2019

Galvanized pipe	Effective 1/1/19
18x20	\$ 585.00
18x30	\$ 667.00
24x20	\$ 627.00
24x30	\$ 776.00
30x20	\$ 700.00
30x30	\$ 885.00
36x20	\$ 836.00
36x30	\$ 1,042.00



Commissioner Randy Dixon made a motion to approve the new culvert prices effective January 1, 2019. Commissioner Harold Rozier seconded the motion. All voted aye. Motion approved.

6. Request to approve bid on Workers Compensation Insurance. Jason Rubenbauer County Manager stated that he has spoken with both of the vendors and that the best option for Pierce County would be to continue with the services from ACCG at an annual rate of \$102,008.00

Commissioner Mike Streat made a motion to award the Workers Compensation Insurance for 2019 to ACCG at the rate of \$102,008.00. Commissioner Harold Rozier seconded the motion. All voted aye. Motion approved.

7. Request approval of Insurance with Covenant through McGinty Gordon for employee medical benefits. Barry Murphy shared that we are looking to insure with Nationwide and take more control of our healthcare program. The county is actually looking at possibly a 24% dividend this year. The County is starting a more active wellness plan through a partnership with Bacon Co hospital. Mike Malloy stated that we are working with Bacon Co for an onsite voluntary biometric screening in the first year and a 5 year plan going forward. Working on a discount program with a local gym for services. The new plan will have the same employee out of pocket rate as last year but with participation in the wellness program employees will receive a \$15.00 per pay period reduction in their cost. Barry Murphy congratulated the County Manager for his determination in keeping any dividends dedicated to healthcare in future years.

Commissioner Randy Dixon made a motion to approve the plan from McGinty Gordon leaving the employee contribution for insurance at \$62.99 per pay period and a discount rate of \$45.99 per pay period given to employees who participate in the wellness program. Commissioner Mike Streat seconded the motion. All voted aye. Motion approved.

Commissioner Mike Streat gave thanks to the Pierce County Board of Education for representing this community so well. Wish all a Merry Christmas.

Thomas Robinson has lived on Dixon Road for 30 years and it needs ditches.

ADJOURN

Next meeting will be January 8, 2019.

There is sometimes a tremendous amount of supplemental information that is provided to the BOC on agenda items. If you would like a copy of those items they can be provided to you upon request after the meeting by calling or emailing Amy Hitt, County Clerk at 912-449-2022, amy.hitt@piercecounyga.gov.